PROSPECTUS **Dated 15 May 2019**

LLOYDS BANK

LLOYDS BANK plc

(incorporated in England with limited liability with registered number 2065)

Global Medium Term Note Programme

This Prospectus

This document (this "**Prospectus**") is the base prospectus for the Global Medium Term Note Programme (the "**Programme**") of Lloyds Bank plc (the "**Bank**" or "**Lloyds Bank**") which allows for the issue of Notes (as defined below) by the Bank.

This Prospectus constitutes a base prospectus for the purposes of the Prospectus Directive, and for the purpose of giving information with regard to the Bank and its subsidiary and associated undertakings which, for the avoidance of doubt, includes the HBOS Group (the "**Group**" or "**Lloyds**") and its subsidiary and associated undertakings (the "**Lloyds Bank Group**") which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Bank, and of the rights attaching to the Notes. This Prospectus is valid for one year from the date hereof and may be supplemented from time to time to reflect any significant new factor, material mistake or inaccuracy relating to information included in this Prospectus. When used in this Prospectus, "**Prospectus Directive**" means Directive 2003/71/EC, as amended or superseded, and includes any relevant implementing measure in a relevant Member State of the European Economic Area.

In respect of any Series of Notes, this Prospectus will be completed by a final terms document specific to those Notes ("**Final Terms**").

Notes

Under the terms of the Programme, the Bank may issue notes ("**Notes**") which pay interest at:

- a fixed rate ("**Fixed Rate Notes**");
- a floating rate ("**Floating Rate Notes**"); or
- a rate that is determined in accordance with a formula ("**Structured Rate Notes**"),

or which do not bear interest ("**Zero Coupon Notes**").

Notes issued under this Programme may redeem at their nominal amount or another fixed amount or amounts. Alternatively, Notes may be issued that redeem at an amount calculated in accordance with a formula ("**Structured Redemption Notes**").

Structured Rate Notes may, and Structured Redemption Notes will, have payments linked to any of the following and Notes where Autocall is specified as applicable may redeem early upon the occurrence of a trigger event linked to any of the following:

- a specified index or a basket of indices ("**Index Linked Notes**");
- a specified inflation index ("**Inflation Linked Notes**");
- a specified currency or a basket of currencies ("**Currency Linked Notes**");
- a specified commodity or commodity index or a basket of commodities and/or commodity indices ("**Commodity Linked Notes**");

- a specified underlying rate or a basket of rates ("**Rate Linked Notes**"); or
- a basket of a combination of the foregoing ("**Multi-Asset Basket Linked Notes**"),

(together, "**Reference Item Linked Notes**").

Terms and Conditions

This Prospectus contains, among other things, the legal terms and conditions relating to the Notes (see "*Overview of the Terms and Conditions of the Notes*" on page 97), which comprise the following:

(i) general terms that apply to all Notes (referred to as the Base General Conditions);

(ii) terms relating to the asset (or assets) to which the Notes are linked (if any) (referred to as the Asset Conditions); and

(iii) terms relating to the structured interest and redemption payments (if any) applicable to the Notes (referred to as the Payout Conditions).

Specific details of a Series of Notes, such as amounts, dates, rates and the application (or disapplication) of certain base conditions will be set out in the applicable Final Terms for those Notes.

Credit Ratings

As at the date of this Prospectus:

(i) long-term senior obligations of the Bank are rated "A+" by S&P Global Ratings Europe Limited, UK Branch ("**S&P**"), "Aa3" by Moody's Investors Service Ltd. ("**Moody's**") and "A+" by Fitch Ratings Limited ("**Fitch**"); and

(ii) short-term senior obligations of the Bank are rated "A-1" by S&P, "P-1" by Moody's and "F1" by Fitch.

Each of Fitch, Moody's and S&P is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) of the European Parliament and of the Council of 16 September 2009 on credit rating agencies.

Notes issued under the Programme will be rated or unrated. Where an issue of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to Notes already issued. A 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.

Risks

Prospective investors should have regard to the factors described under the section headed "*Risk Factors*" in this Prospectus.

Prospective purchasers of Notes should ensure that they understand the nature of the relevant Notes and the extent of their exposure to risks and that they consider the suitability of the relevant Notes as an investment in the light of their own circumstances and financial condition. Notes may involve a high degree of risk and prospective purchasers should recognise that Notes, other than Notes having a minimum expiration or redemption value, may expire worthless. Potential purchasers should be prepared to sustain a total loss of their investment. It is the responsibility of potential purchasers to ensure they have sufficient knowledge, experience and professional advice to make their own legal, financial, tax, accounting and other business evaluation of the merits and risks of investing in Notes and are not relying on the advice of the Bank or any Dealer. See "*Risk Factors*" and "*Taxation*".

Taxes

The Bank will not be liable for, or otherwise obliged to pay, any tax, duty or other payment which may arise as a result of the ownership, transfer, exercise, redemption or enforcement of any Note by any person and all payments and/or deliveries made by the Bank shall be made subject to any such tax, duty, withholding or other payment.

Listing and Admission to Trading

This Prospectus has been approved by the Financial Conduct Authority (the "**FCA**") under Part VI of the Financial Services and Markets Act 2000 (the "**FSMA**") as a base prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in the United Kingdom. Application has been made for Notes to be admitted to the Official List of the FCA (the "**Official List**") and for such Notes to be admitted to trading on the Regulated Market of the London Stock Exchange plc (the "**London Stock Exchange**").

Definitions

Unless otherwise defined, capitalised terms used in this Prospectus have the meanings given to them in the Conditions.

Arranger

BofA Merrill Lynch

Co-Arranger

Lloyds Bank Corporate Markets

Dealers

Barclays	**BNP PARIBAS**
BofA Merrill Lynch	**Citigroup**
Commerzbank	**Crédit Agricole CIB**
Credit Suisse	**Daiwa Capital Markets Europe**
Deutsche Bank	**DZ BANK AG**
Goldman Sachs International	**HSBC**
J.P. Morgan	**Lloyds Bank Corporate Markets**
Mizuho Securities	**Morgan Stanley**
NatWest Markets	**Nomura**
RBC Capital Markets	**Société Générale Corporate & Investment Banking**
SMBC Nikko	**Standard Chartered Bank**
UBS Investment Bank	**UniCredit Bank**

The Bank accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Bank (having taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Where the Notes are Reference Item Linked Notes, any information contained herein relating to any Reference Item will only consist of extracts from, or summaries of, information contained in financial and other information released publicly by the owner or sponsor, as the case may be, of any such Reference Item. The Bank accepts responsibility for accurately reproducing such extracts or summaries (insofar as it is applicable) and, so far as the Bank is aware and is able to ascertain from information published by the owner or sponsor, as the case may be, of such Reference Item, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Notes may not be a suitable investment for all investors. Each potential investor in any Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Prospectus or any applicable Supplemental Prospectus (as defined in "*Documents Incorporated by Reference*") and all information contained in the relevant Final Terms;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets;

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and

(vi) understand the accounting, legal, regulatory and tax implications of a purchase, holding and disposal of an interest in the relevant Notes.

An investment in the Notes may give rise to higher yields than a bank deposit placed with a deposit-taking bank within the Group; however, an investment in the Notes carries risks which are very different from the risk profile of such a bank deposit. The Notes may provide greater liquidity than a bank deposit since bank deposits are generally not transferable. Conversely, unlike certain bank deposits (i) holders of the Notes (where the Put Option is stated in the relevant Final Terms to be not applicable) have no ability to require repayment of their investment unless an Event of Default occurs and then only in limited circumstances (see "*Terms and Conditions of the Notes*") and (ii) holders of the Notes will not have the benefit of any insurance or deposit guarantee of the FSCS (as defined below) or any other government agency.

In addition, an investment in Reference Item Linked Notes may entail significant risks not associated with investments in conventional securities such as debt or equity securities, including, but not limited to, the risks set out in "*Risk Factor 9 – Risks related to the structure of a particular issue of Notes*".

Some Notes are complex financial instruments and such instruments may be purchased by investors as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it

has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

The distribution of this Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Bank, the Dealers, the Arranger and the Co-Arranger to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the United States Securities Act of 1933(the "**Securities Act**") or with any securities authority of any State or other jurisdiction of the U.S., and include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the accounts or benefit of, U.S. persons nor, subject to certain exceptions may any U.S. person at any time trade or maintain a position in such Notes. The Notes are being offered and sold outside the U.S. to persons that are not U.S. persons (as defined in Regulation S ("**Regulation S**") under the Securities Act) in reliance on Regulation S. For a description of certain restrictions on offers and sales of Notes and on distribution of this Prospectus, see "*Selling Restrictions*".

The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission, any State securities commission in the United States or any other U.S. regulatory authority, nor has any of the foregoing authorities passed upon or endorsed the merits of the offering of Notes or the accuracy or the adequacy of this Prospectus. Any representation to the contrary is a criminal offence in the United States. In connection with any issue of Notes or otherwise, the Bank and/or any of its Affiliates may acquire and/or maintain positions in the underlying asset(s) relating to such Notes but neither the Bank nor any of its Affiliates will have any obligation to acquire or maintain any such position.

This Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see "*Documents Incorporated by Reference*").

No person is or has been authorised to give any information or to make any representation other than as contained in this Prospectus in its entirety in connection with the offering of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Bank or any of the Dealers, the Arranger or the Co-Arranger (each as defined in "*Overview of the Programme*"). Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Bank, the Group or Lloyds Banking Group since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. Neither this Prospectus nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation, or constituting an invitation or offer by the Bank, the Arranger, the Co-Arranger or any of the Dealers, that any recipient of this Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each prospective investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Bank. Neither this Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer of, or an invitation by or on behalf of the Bank or any of the Dealers to any person to subscribe for or purchase, any Notes.

The Bank may issue Notes to one or more Dealers and/or any additional or other dealer of an issue of Notes from time to time. Notes not initially sold by a Dealer will be held by such Dealer or an Affiliate or Affiliates of such Dealer and may be retained or sold by such Dealer or such Affiliate or Affiliates from time to time in such amounts and at such prices as such Dealer or such Affiliate or Affiliates may determine. There is no obligation upon any Dealer to sell all of the Notes of any issue. No representation or warranty or other assurance is given as to the number of Notes of a Series issued or outstanding at any time.

In relation to any issue of Notes, the Bank may appoint a Dealer to offer such Notes in such country or countries and on such terms as may be specified in the relevant Final Terms. Each Dealer and its address in relation to any issue of Notes and all other relevant terms relating to the offer of such Notes will be set forth in the relevant Final Terms.

To the fullest extent permitted by law, no Dealer accepts any responsibility for the contents of this Prospectus or for any other statement made or purported to be made by a Dealer or on its behalf in connection with the Bank or the issue and offering of the Notes. Each Dealer accordingly disclaims all and any liability, whether arising in tort or contract or otherwise (save as referred to above), which it might otherwise have in respect of this Prospectus or any such statement.

No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers, the Arranger or the Co-Arranger as to the accuracy or completeness of the information contained or incorporated by reference in this Prospectus or any other information provided by the Bank in connection with the Programme. Neither the Dealers, the Arranger nor the Co-Arranger accepts any liability in relation to the information contained or incorporated by reference in this Prospectus or any other information provided by the Bank in connection with the Programme.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET: The Final Terms in respect of any Notes may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, "**MiFID II**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue of Notes about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger, the Co-Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MIFID Product Governance Rules.

PRIIPS / IMPORTANT – EEA RETAIL INVESTORS: The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2002/92/EC, as amended or superseded ("**IMD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

SINGAPORE SFA PRODUCT CLASSIFICATION: In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), unless otherwise specified before an offer of Notes, the Bank has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that (i) Notes which are Fixed Rate Notes, Floating Rate Notes or Zero Coupon Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products); and (ii) all other Notes are not 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and are Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Notes shall at any time imply that the information contained herein concerning the Bank is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme or any 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 the Bank during the life of the Programme. Investors should review, *inter alia*, the documents incorporated herein by reference when deciding whether or not to purchase any Notes.

In this Prospectus, unless otherwise specified or the context otherwise requires, references to "**£**", "**pounds**" and "**Sterling**" are to pounds sterling, references to "**U.S. dollars**" and to "**U.S.$**" are to United States dollars, references to "**Yen**" are to Japanese Yen, references to "**Renminbi**", "**RMB**" and "**CNY**" are to the lawful currency of the PRC and references to "**€**" and "**Euro**" are 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, as amended.

In this Prospectus, references to "**PRC**" are to the People's Republic of China which, for the purpose of this Prospectus, shall exclude the Hong Kong Special Administrative Region of the People's Republic of China, the Macau Special Administrative Region of the People's Republic of China and Taiwan.

In this Prospectus, references to "**CNH Notes**" are to Notes denominated in CNY or Renminbi deliverable in Hong Kong.

In this Prospectus, references to "**CMU Notes**" are to Notes denominated in any lawful currency which the Central Moneymarkets Unit Service (the "**CMU Service**") accepts for settlement from time to time that are, or are intended to be, cleared through the CMU Service.

In connection with the issue of any Tranche (as defined in "*Overview of the Programme*"), the Dealer or Dealers (if any) acting as stabilising manager(s) (the "**Stabilising Manager(s)**") (or persons acting on behalf of any Stabilising Manager(s)) 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, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may cease 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 must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

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

Interest, redemption amounts and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (the "**Benchmark Regulation**"). If any such reference rate does constitute such a benchmark, the applicable Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of the Benchmark Regulation. Not every reference rate will fall within scope of the Benchmark Regulation. Transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the relevant Final Terms (or, if located outside the European Union, recognition, endorsement or equivalence). The registration status of any

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A wide range of Notes may be issued under the Programme. This Prospectus provides information about all Notes that may be issued under the Programme. Accordingly, only some of the information in this Prospectus will be relevant to a particular issue of Notes.

In respect of a particular issue of Notes, the following sections of this Prospectus will be relevant (in addition to the Final Terms of such Notes):

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SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM (Pages 386 to 383)

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* Of the documents incorporated by reference into this Prospectus, the terms and conditions of previous base prospectuses, as referred to in (i), (ii), (iii) and (iv) of "*Documents Incorporated by Reference — Other documents incorporated by reference*", will only be relevant to tranches of Notes having those terms and conditions (being additional fungible tranches of existing securities, the first tranche of which was issued before the date of this Prospectus), as specified in the relevant Final Terms.

ASSET CONDITIONS:

If the Final Terms specify that the Notes are **Index Linked Notes**

AC Chapter 1: Index Linked Asset Conditions (Pages 145 to 172)

If the Final Terms specify that the Notes are **Inflation Linked Notes**

AC Chapter 2: Inflation Linked Asset Conditions (Pages 173 to 176)

If the Final Terms specify that the Notes are **Currency Linked Notes**

AC Chapter 3: Currency Linked Asset Conditions (Pages 177 to 199)

If the Final Terms specify that the Notes are **Commodity Linked Notes**

AC Chapter 4: Commodity Linked Asset Conditions (Pages 200 to 220)

If the Final Terms specify that the Notes are **Rate Linked Notes**

AC Chapter 5: Rate Linked Asset Conditions (Pages 221 to 237)

If the Final Terms specify that the Notes are **Multi-Asset Basket Linked**

AC Chapter 6: Multi-Asset Basket Linked Asset Conditions (Pages 238 to 258)

If the Final Terms specify that **Additional Disruption Events** are applicable

AC Chapter 7: Additional Disruption Asset Conditions (Pages 259 to 261)

If the Final Terms specify **Alternative Currency Equivalent** to be applicable

AC Chapter 8: Alternative Currency Asset Conditions (Pages 262 to 268)

If the Final Terms specify **Synthetic Currency Asset Conditions** to be applicable

AC Chapter 9: Synthetic Currency Asset Conditions (Pages 269 to 282)

PAYOUT CONDITIONS:

If the Final Terms specify **Structured Floating Rate Coupon** to be applicable

CPC Chapter 1: Structured Floating Rate Coupon Payout Conditions (Pages 285 to 286)

If the Final Terms specify **Inverse Floating Rate Coupon** to be applicable

CPC Chapter 2: Inverse Floating Rate Coupon Payout Conditions (Pages 287 to 288)

If the Final Terms specify **Fixed Rate Step-up/Step-down Coupon** to be applicable

CPC Chapter 3: Fixed Rate Step-up/Step-down Coupon Payout Conditions (Page 289)

If the Final Terms specify **Fixed to Floating Coupon** to be applicable

CPC Chapter 4: Fixed to Floating Coupon Payout Conditions (Pages 290 to 291)

If the Final Terms specify **Floating to Fixed Coupon** to be applicable

CPC Chapter 5: Floating to Fixed Coupon Payout Conditions (Pages 292 to 293)

If the Final Terms specify **Fixed to Floating Switchable Coupon** to be applicable

CPC Chapter 6: Fixed to Floating Switchable Coupon Payout Conditions (Pages 294 to 295)

If the Final Terms specify **Floating to Fixed Switchable Coupon** to be applicable

CPC Chapter 7: Floating to Fixed Switchable Coupon Payout Conditions (Pages 296 to 297)

If the Final Terms specify **Fixed Rate Range Accrual** to be applicable

CPC Chapter 8: Fixed Rate Range Accrual Coupon Payout Conditions (Pages 298 to 305)

If the Final Terms specify **Floating Rate Range Accrual Coupon** to be applicable

CPC Chapter 9: Floating Rate Range Accrual Coupon Payout Conditions (Pages 306 to 313)

If the Final Terms specify **Fixed Rate Dual Range Accrual Coupon** to be applicable

CPC Chapter 10: Fixed Rate Dual Range Accrual Coupon Payout Conditions (Pages 314 to 322)

If the Final Terms specify **Floating Rate Dual Range Accrual Coupon** to be applicable

CPC Chapter 11: Floating Rate Dual Range Accrual Coupon Payout Conditions (Pages 323 to 331)

If the Final Terms specify **Digital Coupon** to be applicable

CPC Chapter 12: Digital Coupon Payout Conditions (Pages 332 to 336)

If the Final Terms specify **Inflation-Linked Coupon** to be applicable

CPC Chapter 13: Inflation-Linked Coupon Payout Conditions (Pages 337 to 338)

If the Final Terms specify **Inflation Protected Coupon** to be applicable

CPC Chapter 14: Inflation Protected Coupon Payout Conditions (Pages 339 to 340)

If the Final Terms specify **Performance Coupon** to be applicable

CPC Chapter 15: Performance Coupon Payout Conditions (Pages 341 to 344)

If the Final Terms specify **Annualised Performance Coupon** to be applicable

CPC Chapter 16: Annualised Performance Coupon Payout Conditions (Pages 345 to 347)

If the Final Terms specify **Performance Redemption** to be applicable

RPC Chapter 1: Performance Redemption Payout Conditions (Pages 348 to 350)

If the Final Terms specify **Performance Plus Downside Redemption** to be applicable

RPC Chapter 2: Performance Plus Downside Redemption Payout Conditions (Pages 351 to 354)

If the Final Terms specify **Performance Plus Conditional Downside Redemption** to be applicable

RPC Chapter 3: Performance Plus Conditional Downside Redemption Payout Conditions (Pages 355 to 358)

If the Final Terms specify **Absolute Performance Redemption** to be applicable

RPC Chapter 4: Absolute Performance Redemption Payout Conditions (Pages 359 to 362)

If the Final Terms specify **Reverse Convertible Redemption** to be applicable

RPC Chapter 5: Reverse Convertible Redemption Payout Conditions (Pages 363 to 365)

If the Final Terms specify **Reverse Convertible Plus Conditional Downside Redemption** to be applicable

RPC Chapter 6: Reverse Convertible Plus Conditional Downside Redemption Payout Conditions (Pages 366 to 369)

If the Final Terms specify **Inflation Protected Redemption** to be applicable

RPC Chapter 7: Inflation Protected Redemption Payout Conditions (Pages 370 to 371)

If the Final Terms specify **Dual Currency Redemption** to be applicable

RPC Chapter 8: Dual Currency Redemption Payout Conditions (Pages 372 to 385)

FORWARD LOOKING STATEMENTS

This section sets out considerations that should be taken into account when reading any statement relating to future events and circumstances.

Certain statements included herein may constitute forward looking statements with respect to the business, strategy, plans and/or results of Lloyds Banking Group or the Group and its current goals and expectations relating to its future financial condition and performance. Statements that are not historical facts, including statements about the Group's or its directors' and/or management's beliefs and expectations, are forward looking statements. Words such as 'believes', 'anticipates', 'estimates', 'expects', 'intends', 'aims', 'potential', 'will', 'would', 'could', 'considered', 'likely', 'estimate' and variations of these words and similar future or conditional expressions are intended to identify forward looking statements but are not the exclusive means of identifying such statements. By their nature, forward looking statements involve risk and uncertainty because they relate to events and depend upon circumstances that will or may occur in the future.

Examples of such forward looking statements include, but are not limited to: projections or expectations of the Group's future financial position including profit attributable to shareholders, provisions, economic profit, dividends, capital structure, portfolios, net interest margin, capital ratios, liquidity, risk-weighted assets, expenditures or any other financial items or ratios; litigation, regulatory and governmental investigations; the Group's future financial performance; the level and extent of future impairments and write-downs; statements of plans, objectives or goals of the Group or its management including in respect of statements about the future business and economic environments in the United Kingdom ("**UK**") and elsewhere including, but not limited to, future trends in interest rates, foreign exchange rates, credit and equity market levels and demographic developments; statements about competition, regulation, disposals and consolidation or technological developments in the financial services industry; and statements of assumptions underlying such statements.

Factors that could cause actual business, strategy, plans and/or results (including but not limited to the payment of dividends) to differ materially from forward looking statements made by the Group or on its behalf include, but are not limited to: general economic and business conditions in the UK and internationally; market related trends and developments; fluctuations in interest rates, inflation, exchange rates, stock markets and currencies; the ability to access sufficient sources of capital, liquidity and funding when required; changes to Lloyds Banking Group's or the Group's credit ratings; the ability to derive cost savings and other benefits including, but without limitation as a result of any acquisitions, disposals and other strategic transactions; the ability to achieve strategic objectives; changing customer behaviour including consumer spending, saving and borrowing habits; changes to borrower or counterparty credit quality; concentration of financial exposure; management and monitoring of conduct risk; instability in the global financial markets, including Eurozone instability, instability as a result of uncertainty surrounding the exit by the UK from the European Union ("**EU**") and as a result of such exit and the potential for other countries to exit the EU or the Eurozone and the impact of any sovereign credit rating downgrade or other sovereign financial issues; technological changes and risks to the security of IT and operational infrastructure, systems, data and information resulting from increased threat of cyber and other attacks; natural, pandemic and other disasters, adverse weather and similar contingencies outside Lloyds Banking Group's or the Group's control; inadequate or failed internal or external processes or systems; acts of war, other acts of hostility, terrorist acts and responses to those acts, geopolitical, pandemic or other such events; risks related to climate change; changes in laws, regulations, accounting standards or taxation, including as a result of the exit by the UK from the EU, or a further possible referendum on Scottish independence; changes to regulatory capital or liquidity requirements and similar contingencies outside the Lloyds Banking Group's or the Group's control; the policies, decisions and actions of governmental or regulatory authorities or courts in the UK, the EU, the United States or elsewhere including the implementation and interpretation of key legislation and regulation together with any resulting impact on the future structure of the Group; the transition from interbank offered rates to alternative reference rates; the ability to attract and retain senior management and other employees

and meet its diversity objectives; actions or omissions by the Group's directors, management or employees including industrial action; changes to the Group's post-retirement defined benefit scheme obligations; the extent of any future impairment charges or write-downs caused by, but not limited to, depressed asset valuations, market disruptions and illiquid markets; the value and effectiveness of any credit protection purchased by the Group; the inability to hedge certain risks economically; the adequacy of loss reserves; the actions of competitors, including non-bank financial services, lending companies and digital innovators and disruptive technologies; and exposure to regulatory or competition scrutiny, legal, regulatory or competition proceedings, investigations or complaints.

The Group may also make or disclose written and/or oral forward looking statements in its annual reviews, half-year announcements, proxy statements, offering circulars, prospectuses, press releases and other written materials and in oral statements made by the directors, officers or employees of the Group to third parties, including financial analysts. Except as required by any applicable law or regulation, the forward looking statements contained in this Prospectus are made as of the date hereof, and the Group expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward looking statements contained in this Prospectus to reflect any change in the Group's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

DOCUMENTS INCORPORATED BY REFERENCE

This section incorporates selected publicly available information that should be read in conjunction with this Prospectus.

Lloyds Bank plc financial statements:

(i) The Bank's Q1 2019 Interim Management Statement for the three months ended 31 March 2019, which has previously been filed with the Financial Conduct Authority;

(ii) The Bank's Annual Report and Accounts 2018 including the audited consolidated annual financial statements of the Bank for the financial year ended 31 December 2018, together with the audit report thereon, as set out on pages 20 to 146 and 13 to 19, respectively (the "**Bank's 2018 Annual Report**"); and

(iii) The Bank's Annual Report and Accounts 2017 including the audited consolidated annual financial statements of the Bank for the financial year ended 31 December 2017, together with the audit report thereon, as set out on pages 21 to 145 and 12 to 20, respectively (the "**Bank's 2017 Annual Report**").

Other documents incorporated by reference:

(i) The section entitled "Terms and Conditions of the Securities" on pages 77 to 173 of the Base Prospectus dated 6 June 2011 relating to the Lloyds TSB Bank plc Certificate and Warrant Programme;

(ii) The sections entitled: (a) "General Terms and Conditions Applicable to All Securities" on pages 62 to 69; (b) "Terms and Conditions of the Notes" on pages 70 to 95; (c) "Terms and Conditions of the C&W Securities"; on pages 96 to 125; and (d) "Product Specific Terms and Conditions" on pages 126 to 235 of the Base Prospectus dated 20 April 2012 relating to the Lloyds TSB Bank plc Note, Certificate and Warrant Programme;

(iii) The sections entitled: (a) "Base General Conditions" on pages 88 to 97; (b) "Base Note Conditions" on pages 98 to 119; (c) "Base C&W Conditions"; on pages 120 to 140; (d) "Asset Conditions" on pages 141 to 263; and (e) "Payout Conditions" on pages 264 to 353 of the Base Prospectus dated 7 June 2013 relating to the Lloyds TSB Bank plc Note, Certificate and Warrant Programme;

(iv) The sections entitled: (a) "Base General Conditions" on pages 86 to 93; (b) "Base Note Conditions" on pages 94 to 113; (c) "Base C&W Conditions"; on pages 114 to 133; (d) "Asset Conditions" on pages 134 to 252; and (e) "Payout Conditions" on pages 253 to 342 of the Base Prospectus dated 7 April 2014 relating to the Lloyds Bank plc Note, Certificate and Warrant Programme;

(v) The sections entitled: (a) "Base General Conditions" on pages 94 to 126; (b) "Asset Conditions" on pages 127 to 252; and (c) "Payout Conditions" on pages 253 to 350 of the Base Prospectus dated 9 April 2015 relating to the Lloyds Banking Group plc and Lloyds Bank plc Global Medium Term Note Programme;

(vi) The sections entitled: (a) "Base General Conditions" on pages 96 to 128; (b) "Asset Conditions" on pages 129 to 254; and (c) "Payout Conditions" on pages 255 to 341 of the Base Prospectus dated 17 May 2016 relating to the Lloyds Banking Group plc and Lloyds Bank plc Global Medium Term Note Programme; and

(vii) The sections entitled: (a) "Base General Conditions" on pages 97 to 129; (b) "Asset Conditions" on pages 130 to 243; and (c) "Payout Conditions" on pages 265 to 355 of the Base Prospectus dated 30 March 2017 relating to the Lloyds Bank plc Global Medium Term Note Programme; and

(viii) The sections entitled: (a) "Base General Conditions" on pages 99 to 135; (b) "Asset Conditions" on pages 136 to 261; and (c) "Payout Conditions" on pages 262 to 361 of the Base Prospectus dated 17 April 2018 relating to the Lloyds Bank plc Global Medium Term Note Programme,

all of which have been previously published and filed with the FCA (or its predecessor, the Financial Services Authority) and which shall be deemed to be incorporated in, and form part of, this Prospectus, save that any statement contained 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 Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus. Any documents or information themselves incorporated by reference in, or cross-referred to in, the documents incorporated by reference in this Prospectus shall not form part of this Prospectus unless also separately incorporated by reference above. In each case, where only certain sections of a document referred to above are incorporated by reference in the Prospectus, the parts of the document which are not incorporated by reference are either not relevant to prospective investors in the Notes or covered elsewhere in this Prospectus.

The Bank will provide, without charge, to each person to whom a copy of this Prospectus has been delivered, upon the oral or written request of such person, a copy of any or all of the documents which are incorporated in whole or in part by reference herein. Written or oral requests for such documents should be directed to the Bank at its principal office set out at the end of this Prospectus. Copies of all documents incorporated by reference in this Prospectus can also be viewed on the website of the Regulatory News Service operated by the London Stock Exchange at *www.londonstockexchange.com/exchange/prices-and-news/news/market-news/market-news-home.html*.

The Bank will, in the event of any significant new factor, material mistake or inaccuracy relating to information included or incorporated by reference in this Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Prospectus (a "**Supplemental Prospectus**") or publish a new prospectus for use in connection with any subsequent issue of Notes. The Bank has undertaken to the Dealers in the Dealer Agreement (as defined in "*Selling Restrictions*") that it will comply with section 87G of the FSMA.

PRESENTATION OF FINANCIAL INFORMATION

In this Prospectus, references to the "**consolidated financial statements**" or "**financial statements**" are to Lloyds Bank Group's consolidated financial statements included in the Bank's 2018 Annual Report, unless indicated otherwise.

The consolidated financial statements of the Bank incorporated by reference within the Prospectus have been prepared in accordance with International Financial Reporting Standards ("**IFRS**") as adopted by the EU.

OVERVIEW OF THE PROGRAMME

This section provides an overview of the Programme.

This overview must be read as an introduction to this Prospectus and any decision to invest in the Notes should be based on a consideration of this Prospectus as a whole, including the documents incorporated by reference and the relevant Final Terms. Terms and expressions defined in the Conditions and the form of Final Terms shall have the same meanings in this overview.

Information relating to the Bank

Issuer	Lloyds Bank plc
Business	Lloyds Bank plc (the "**Bank**" or "**Lloyds Bank**") was incorporated in England and Wales on 20 April 1865 (Registration number 2065). The Bank's registered office is at 25 Gresham Street, London EC2V 7HN. The Bank is a wholly-owned subsidiary of Lloyds Banking Group plc (the "**Company**"). As at the date of this Prospectus, the Bank is the principal operating subsidiary of the Lloyds Banking Group. The Bank and its subsidiary and associated undertakings ("**Lloyds Bank Group**", "**Lloyds**" or the "**Group**") is a leading provider of financial services to individual and business customers in the UK. As at the date of this Prospectus, its main business activities are retail and commercial banking.
Risks relating to the Group *Investors should note that the risks that are stated to apply to "the Group" apply also to the Bank.*	Risks: • Relating to borrower and counterparty credit quality. • Relating to concentrations of credit and market risk. • Relating to adverse regulatory developments or changes in UK Government, EU or U.S. policy, including capital adequacy requirements. • Associated with the Banking Act 2009 and the proposed Banking Reform Bill relating to competition and related issues. • Arising from general macro-economic conditions in the UK, the U.S., the Eurozone, Asia and globally, and any resulting instability of financial markets or banking systems. • Relating to uncertainty arising from the outcome of the referendum on the UK's membership of the EU. • Of material negative changes to the estimated fair values of financial assets of the Group. • Relating to the competitive environment in which the Group operates. • That the Group could fail to attract or retain senior management or other key employees.

- Of weaknesses or failures in the Group's internal processes, systems and security as a result of internal and/or external events.
- Relating to cybercrime.
- Arising from terrorist acts, other acts of war, geopolitical events, pandemics, or other such events.
- Associated with the implementation of anti-money laundering policies (and related activities).
- Concerning the complete or partial failure to execute ongoing strategic change initiatives.
- Associated with industrial action and increased labour costs.
- Concerning borrowing costs and the Group's access to liquidity and sources of funding.
- Relating to the real or perceived shortage of capital resources.
- Relating to the Group's insurance businesses and employee pension schemes.
- Relating to uncertainty surrounding the integrity and continued existence of reference rates.
- Of assumptions and estimates on which the Group's financial statements are based being wrong.
- Associated with changes in taxation rates, accounting policy, law or interpretation of the law.

Risks relating to the Notes

Risks:

Notes may involve a high degree of risk.

There are certain material factors for the purpose of assessing the market risks associated with investing in any issue of Notes, which include, without limitation, the fact that: Notes are unsecured obligations of the Bank; there may be a time lag between valuation and settlement in relation to a Note; there may be potential conflicts of interest; market disruptions or other events may occur in respect of the particular Reference Item(s) (if any) to which the amounts payable and/or deliverable in respect of the relevant Notes may relate, as specified in the relevant Final Terms; there may be taxation risks; there may be a substitution of the Bank; there may be the risk that performance of the Bank's obligations under the Notes may become illegal; there may be exchange rate risks and exchange controls; and the market value of the Notes may be affected by the creditworthiness of the Bank or the Group and a number of additional factors.

There is no assurance that a liquid secondary market for certain Notes will develop or continue.

Certain Notes may be subject to early redemption at the Bank's discretion.

The Bank may issue Notes with interest calculations in one or

more currencies which may differ from the currency in which the principal of the Notes is denominated.

In addition, prospective investors in Reference Item Linked Notes or Structured Rate Notes should understand the risks of transactions involving such Notes and should reach an investment decision only after careful consideration, with their advisers, of the suitability of such Notes in light of their particular financial circumstances, the information set forth herein and the information regarding such Notes and the particular Reference Item(s) and/or a payout formula to which the value of, or payments in respect of, the relevant Notes may relate, as specified in the relevant Final Terms.

Where the relevant Final Terms specify one or more Reference Items, the relevant Notes will represent an investment linked to the performance of such Reference Item(s) and prospective investors should note that the return (if any) on their investment in the Notes will depend upon the performance of the relevant Reference Item(s).

The Notes may be subject to certain provisions of the U.S. Internal Revenue Code of 1986.

There are risk associated with the change in the performance of a Benchmark or its discontinuation.

The market continues to develop in relation to risk free rates, including SONIA and SOFR (as defined in "*Base General Conditions*").

Renminbi is not freely convertible and it has limited availability outside of the People's Republic of China, which may affect the liquidity of any CNH Notes.

PROSPECTIVE INVESTORS MUST REVIEW THE RELEVANT FINAL TERMS TO DETERMINE THE RELEVANT REFERENCE ITEM(S) (IF ANY) AND TO SEE HOW THE FINAL REDEMPTION AMOUNT AND ANY PERIODIC PAYMENTS ARE DETERMINED AND WHEN ANY SUCH AMOUNTS ARE PAYABLE AND/OR DELIVERABLE BEFORE MAKING ANY DECISION TO PURCHASE ANY REFERENCE ITEM LINKED NOTES.

Information relating to the Programme

Description	Global Medium Term Note Programme
Arranger	Merrill Lynch International
Co-Arranger	Lloyds Bank Corporate Markets plc
Dealers	Barclays Bank PLC BNP PARIBAS Citigroup Global Markets Europe AG Citigroup Global Markets Limited Commerzbank Aktiengesellschaft Crédit Agricole Corporate and Investment Bank Credit Suisse Securities (Europe) Limited

	Daiwa Capital Markets Europe Limited Deutsche Bank AG, London Branch DZ BANK AG Deutsche Zentral-Genossenschaftsbank Frankfurt am Main Goldman Sachs International HSBC Bank plc J.P. Morgan Securities plc Lloyds Bank Corporate Markets plc Merrill Lynch International Mizuho International plc Morgan Stanley & Co. International plc NatWest Markets Plc Nomura International plc RBC Europe Limited SMBC Nikko Capital Markets Limited Société Générale Standard Chartered Bank UBS AG London Branch UniCredit Bank AG (together, the "**Dealers**"). The Bank may terminate the appointment of any Dealer under the Programme or appoint additional dealers either in respect of one or more Series or Tranches of Notes or in respect of the Programme generally.
Fiscal Agent, Registrar and Transfer Agent	Citibank N.A., London Branch
CMU Fiscal Agent and CMU Lodging Agent	Citicorp International Limited
Calculation Agent	The calculation agent specified in the relevant Final Terms.
Currencies	Subject to all relevant laws, regulations and directives, any currency agreed between the Bank and the relevant Dealer(s).
Maturities	Subject to all relevant laws, regulations and directives, any maturity.
Denomination/Number	Notes will be in such denominations specified in the relevant Final Terms, which for the avoidance of doubt shall be at least €100,000 (or equivalent).
Method of Issue	The Notes will be syndicated or non-syndicated and will be issued in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates.
Type of Notes	The Bank may from time to time issue Notes of any kind, including, but not limited to, Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Structured Rate Notes and Reference Item Linked Notes.

Types of Payout

The Notes may have any or none of the following payout conditions (collectively the "**Payout Conditions**"):

(i) **Coupon payout conditions:**

Structured Floating Rate Coupon Payout Conditions

Inverse Floating Rate Coupon Payout Conditions

Fixed Rate Step-up/Step-down Coupon Payout Conditions

Fixed to Floating Coupon Payout Conditions

Floating to Fixed Coupon Payout Conditions

Fixed to Floating Switchable Coupon Payout Conditions

Floating to Fixed Switchable Coupon Payout Conditions

Fixed Rate Range Accrual Coupon Payout Conditions

Floating Rate Range Accrual Coupon Payout Conditions

Fixed Rate Dual Range Accrual Coupon Payout Conditions

Floating Rate Dual Range Accrual Coupon Payout Conditions

Digital Coupon Payout Conditions

Inflation-Linked Coupon Payout Conditions

Inflation Protected Coupon Payout Conditions

Performance Coupon Payout Conditions

Annualised Performance Coupon Payout Conditions

(ii) **Redemption payout conditions:**

Performance Redemption Payout Conditions

Performance Plus Downside Redemption Payout Conditions

Performance Plus Conditional Downside Redemption Payout Conditions

Absolute Performance Redemption Payout Conditions

Reverse Convertible Redemption Payout Conditions

Reverse Convertible Plus Conditional Downside Redemption Payout Conditions

Inflation Protected Redemption Payout Conditions

Dual Currency Redemption Payout Conditions

Fixed Rate Notes

Fixed Rate Notes will bear interest payable in arrear on the date(s) in each year and at the rate specified in the relevant Final Terms.

Floating Rate Notes

Floating Rate Notes will bear interest as follows:

(i) on the same basis as the floating rate under a notional interest rate swap transaction, or

(ii) by reference to GBP LIBOR, EURIBOR, HIBOR, STIBOR, SIBOR, TIBOR, CDOR, BBSW, USD LIBOR, CHF LIBOR, JPY LIBOR, EONIA, SONIA, SOFR or NIBOR.

Zero Coupon Notes

Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest, except that any

	overdue principal will bear interest from the Maturity Date at a rate equal to the Amortisation Yield.
Structured Rate Notes	Structured Rate Notes will bear interest at a rate calculated in accordance with the relevant Coupon Payout Condition which is specified to be applicable in the relevant Final Terms.
Structured Redemption Notes	Structured Redemption Notes will redeem at an amount calculated in accordance with the relevant Redemption Payout Condition which is specified to be applicable in the relevant Final Terms.
Reference Item Linked Notes	The Bank may from time to time issue Notes where a redemption amount and/or interest amount will be calculated by reference to a single index (including a commodity, equity or inflation index), currency, commodity, rate or basket of any such type(s) of reference item (or a combination of any of them). If a disruption or certain other events occur, the Notes may be subject to adjustment, the relevant Reference Item may be substituted, or the Bank may redeem the Notes. The redemption amount or interest amount of Reference Item Linked Notes may be made by reference to a formula as set out in the applicable Payout Conditions. The Bank may also from time to time issue Notes which redeem early upon the occurrence of a trigger event determined by reference to any such type of reference item or a combination of any of them (known as an autocall feature).
Maximum/Minimum Interest Rate	Notes may also have a maximum interest rate and/or a minimum interest rate.
Additional Disruption Events	Upon the occurrence of an Additional Disruption Event, if specified in the relevant Final Terms, the Notes will be subject to adjustment or substitution or may be redeemed.
Issue Price	Notes will be issued at such price specified in the relevant Final Terms (if any).
Redemption of Notes	Notes will be redeemed on the relevant Maturity Date at their final redemption amount (the "**Final Redemption Amount**"). If Notes are redeemable in two or more instalments ("**Instalment Notes**"), the relevant Final Terms will set out the dates on which, and the amounts at which, such Notes may be redeemed. Notes where Target Automatic Redemption is specified in the relevant Final Terms shall be redeemed prior to the Maturity Date if the aggregate amount of interest paid during the life of such Notes reaches a specified level. Notes where Autocall is specified in the relevant Final Terms shall be redeemed prior to the Maturity Date if the specified Autocall Redemption Event occurs.
Benchmark discontinuation	On the occurrence of a Benchmark Rate Event the Bank may (subject to Base General Conditions 5(l)(B) and 5(m))

	identify a Replacement Benchmark Rate and a Replacement Benchmark Rate Adjustment Spread, failing which either (i) the Notes may be redeemed pursuant to Base General Condition 7(i) or (ii) the fallback provisions provided for in Base General Condition 5(n) (*Interim Measures*) will apply.
Form of Notes	The Notes may be issued in bearer form only ("**Bearer Notes**") represented by a Global Note, in bearer form exchangeable for Registered Notes ("**Exchangeable Bearer Notes**") or in registered form only ("**Registered Notes**") represented by a Global Note Certificate.
Clearing Systems	Unless otherwise specified in the relevant Final Terms (other than CMU Notes), Clearstream, Luxembourg and Euroclear. With respect to CMU Notes, the CMU Service operated by the Hong Kong Monetary Authority (the "**HKMA**"). The Bank may, if so specified in the relevant Final Terms, issue Notes which are clearable through clearing systems other than or in addition to Clearstream, Luxembourg and Euroclear, or CMU Service.
Expenses and Taxes	If specified in the relevant Final Terms, a holder of Notes must pay or discharge all Expenses relating to such Notes.
Status	The Notes constitute unsecured and unsubordinated obligations of the Bank.
Listing and admission to trading	Application has been made to admit any Notes issued to the Official List and to admit them to trading on the Regulated Market of the London Stock Exchange.
Governing Law	The Notes, and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and construed in accordance with, English law.
Selling Restrictions	United States, United Kingdom and all jurisdictions listed in "*Selling Restrictions*". Other restrictions may be required in connection with a particular issue of Notes. The Bank is Category 2 for the purposes of Regulation S under the Securities Act. The Bearer Notes will be issued in compliance with U.S. Treas. Reg. §l.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form as such rules for purposes of section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**")) ("**TEFRA D**") unless (i) the relevant Final Terms states that Notes are issued in compliance with U.S. Treas. Reg. §l.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form as such rules for purposes of section 4701 of the Code) ("**TEFRA C**") or (ii) the Notes are issued other than in compliance with TEFRA D or TEFRA C but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not

applicable.

RISK FACTORS

The Bank believes that the following factors may affect its ability to fulfil its obligations under the Notes issued under the Programme and confirms that the risks that are stated to apply to "the Group" below apply also to the Bank. All of these factors are contingencies which may or may not occur and the Bank is not in a position to express a view on the likelihood of any such contingency occurring. Factors which the Bank believes may be material for the purpose of assessing the market risks associated with Notes issued under the Programme in relation to the Group are also described below.

The Bank believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Bank to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Bank does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective purchasers should consider carefully the risks and uncertainties described below, together with all other information contained in this Prospectus and the information incorporated by reference herein before making any investment decision.

CONTENTS OF THESE RISK FACTORS

RISK FACTORS RELATING TO THE BANK AND THE GROUP

1. Credit-related risks
2. Conduct risks
3. Regulatory and legal risks
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RISK FACTORS RELATING TO THE NOTES

8. General risks associated with the Notes
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Risk Factors relating to the Bank and the Group

1 Credit Related Risks

1.1 ***The Group's businesses are subject to inherent risks concerning borrower and counterparty credit quality which have affected and may adversely impact the recoverability and value of assets on the Group's balance sheet.***

The Group has exposures (including, but not limited to, lending, undrawn commitments, derivative, equity, contingent, bonds, securities and/or settlement risks) to many different products, counterparties, obligors and other contractual relationships and the credit quality of its exposures can have a significant impact on the Group's earnings. Credit risk exposures are categorised as either "retail" (including small and medium-sized enterprises ("**SME**")), or "corporate" (including medium and large corporates, banks, financial institutions and sovereigns). This reflects the risks inherent in the Group's lending and lending-related activities. Adverse changes in the credit quality of the Group's UK and/or international borrowers and counterparties or collateral held in support of exposures, or in their behaviour or businesses, may reduce the value of the Group's assets and materially increase the Group's write-downs and allowances for impairment losses. Credit risk can be affected by a range of factors outside the Group's control, which include but are not limited to an adverse economic environment (in the UK and/or in countries where the Group and/or its customers/counterparties do and do not operate, such as any adverse economic effects that could occur in connection with the UK's exit from the EU), reduced UK consumer and/or government spending (in light of the Group's concentration in the UK), cuts to benefits, a slower pace of global economic growth leading to constraints on liquidity (given the possibility of adverse global economic developments and potential market volatility), changes in the credit rating of individual counterparties (including sovereigns), the debt levels of individual contractual counterparties and the economic environment in which they operate, increased unemployment, reduced asset values, increased personal or corporate insolvency levels, adverse sector concerns, falling stock and bond/other financial markets, reduced corporate profits, over-indebtedness (including sovereigns), changes (and the timing, quantum and pace of these changes) in interest rates (including the use of zero or negative interest rates), and any subsequent impact on pension liabilities (particularly given changing longevity rates), volatility of oil and commodity prices, changes in foreign exchange rates, higher tenant defaults, counterparty challenges to the interpretation or validity of contractual arrangements, an increase in credit spreads, changes to insolvency regimes, both in the UK and/or in other jurisdictions where the Group may seek to pursue recovery, making it harder to enforce against counterparties, the impact of technological disruption or cyber-crime, changes in consumer and customer demands and requirements, negative reputational impact or direct campaigns which adversely impact customers, industries or sectors and any external factors of a political, legislative, environmental or regulatory nature, including for example, rising "living wage" requirements, changes in accounting rules and changes to tax legislation and rates.

The UK's expected exit from the EU has heightened the probability of some or all of these events happening and adds further uncertainty to counterparty credit risk and the Group's financial condition. Key related risks which may impact the Group's business and/or the Group's clients' businesses include, but are not limited to: reduced consumer spending, dampened consumer confidence, weaker Sterling, volatility in financial markets, a downgrade of the UK credit rating, inflation risk, prolonged low (including zero or negative interest rates) or rising interest rates, impact on European sovereigns and counterparties, loss and/or postponement of foreign direct investment and domestic direct investment, political uncertainty, delays or increased costs in the movement of goods and/or services, potential wider European political instability, uncertainty around trade negotiations and/or the UK's ability to retain access to the single market, financial services passporting and free movement and cost of labour, relocation of companies and institutions away from the UK, and the withdrawal and/or reduction of EU funding. For more detail on the EU referendum decision see "*Business and Economic Risks — Political, legal, regulatory, constitutional and economic uncertainty arising from the outcome of the referendum on the UK's membership of the European Union could adversely impact the Group's business, results of operations, financial condition and prospects*" below. For further information on general macroeconomic risks affecting the Group in the UK and the EU see "*Business and Economic Risks — The Group's businesses are subject to inherent and indirect risks arising from general macroeconomic conditions in the UK, the U.S., the Eurozone, Asia and globally, and any resulting instability of financial markets or banking systems*" below.

There are many other factors that could impact credit risk including fraud, sustainability of client business models, industrial and strike action, war and acts of terrorism, climate change, natural disasters and flooding.

The Group has credit exposure in the UK and, to a lesser extent, internationally. The Group's credit exposure includes residential mortgage lending (in the UK and, to a lesser extent, the Netherlands) and commercial real estate lending, including commercial real estate lending secured against secondary and tertiary commercial and residential non-prime assets in the UK. The Group's retail customer portfolios will remain strongly linked to the UK economic environment, with house price deterioration, unemployment increases, inflationary pressures, consumer over-indebtedness and prolonged low or rising interest rates among the factors that may impact secured and unsecured retail credit exposures. Deterioration in used vehicle prices, including as a result of changing consumer demand, could result in increased provisions and/or losses and/or accelerated depreciation charges. The Group also has significant credit exposure to certain individual counterparties in higher risk and cyclical asset classes and sectors (such as manufacturing, commercial real estate, leveraged lending, oil and gas and related sectors, commodities trading, automotive and related sectors, construction, consumer-related sectors (such as retail), housebuilders and outsourcing services) and weakened geographic markets and to counterparties whose businesses may be impacted by material unforeseen events. In addition, the Group has concentrated country exposure in the UK and within certain industry sectors, namely real estate and real estate-related sectors. Certain industry sectors have been adversely impacted by recent global economic events, volatility and sector-specific issues; for example, the oil and gas and related sectors, commodities trading, manufacturing (including auto manufacturers) and retail. Adverse developments in these sectors increases the risk of default by the Group's customers in these sectors.

In recent years, a number of factors, such as Eurozone instability (including the risk of economic stagnation/deflation in the Eurozone or of one or more members leaving the Eurozone), the deterioration of capital market conditions, a slower pace of global economic growth (given slowdown in economic growth across China and emerging markets and other macroeconomic issues) and measures adopted by the governments of individual countries, have reduced and could further reduce households' disposable income and businesses' profitability. In the UK, any weakening in Sterling has the potential to squeeze households' real incomes by pushing up inflation. This in turn could also have a negative impact on customers' ability to honour their obligations, which in turn would result in deterioration of the Group's credit quality. If political conditions or uncertainty result in a prolonged period of economic stagnation, or a slowdown in the rate of economic recovery, or there is a broader economic slowdown, it may lead to further weakening of counterparty credit quality and subsequent higher impairment charges or fair value reductions in the Group's lending and contingent equity and derivative portfolios. This could have a material adverse effect on the Group's results of operations, financial condition or prospects.

The possibility of economic stagnation in the EU or the risk of further members seeking to leave the EU, or the risk of a Eurozone member seeking to leave the Eurozone, could impact the UK's own economic recovery, given the extensive trade and financial links between the UK and the Eurozone/EU and in turn, this could impact upon the Group's performance. The Group has credit exposure to SMEs and corporates, financial institutions and securities which may have material direct and indirect exposures in the Eurozone countries. Any default on the sovereign debt of these countries and the resulting impact on other Eurozone countries, including the potential that one or more countries could leave the Eurozone, could have a material adverse effect on the Group's business.

At present, default rates are partly cushioned by low rates of interest which have helped affordability and debt serviceability; however, the risk remains of increased default rates as interest rates rise. The timing, quantum and pace of any change in interest rates is a key risk factor for the Group's default

rates with expectations on the timing and quantum of any changes set by the Bank of England and also by the relevant central bank when lending in a foreign currency.

All lending decisions, and decisions related to other exposures (including, but not limited to, undrawn commitments, derivative, equity, contingent and/or settlement risks), are dependent on the Group's assessment of each customer's ability to repay and the value of any underlying security. There is an inherent risk that the Group has incorrectly assessed the credit quality and/or the ability or willingness of borrowers to repay, possibly as a result of incomplete or inaccurate disclosure by those borrowers or as a result of the inherent uncertainty that is involved in the exercise of constructing and using models to estimate the risk of lending to counterparties. The Group estimates and establishes reserves for credit risks and potential credit losses inherent in its credit exposure. This process, which is critical to the Group's results and financial condition, requires difficult, subjective and complex judgements, including forecasts of how macroeconomic conditions might impair the ability of borrowers to repay their loans. As is the case with any such assessments, there is always a risk that the Group will fail to adequately identify the relevant factors or that it will fail to estimate accurately the impact of these identified factors. The introduction of the impairment requirements of IFRS 9 – Financial Instruments ("**IFRS 9**"), an international accounting standard, on 1 January 2018 resulted in higher impairment loss allowances. As a result of IFRS 9, impairment losses are recognised earlier, on a more forward looking basis and on a broader scope of financial instruments than was the case under IAS 39. Under IFRS 9, the measurement of impairments involves increased complexity and judgement and impairment charges tend to be more volatile and could adversely impact the Group's results of operations, financial condition or prospects. See "*Other Risks — The Group's financial statements are based, in part, on assumptions and estimates*" below.

1.2 ***Concentration of credit and market risk could increase the Group's potential for significant losses including in an adverse market/environment.***

The Group has exposure to concentration risk where its business activities focus particularly on a single obligor or a similar type of customer (borrower, sovereign, financial institution or central counterparty), product, industrial sector or geographic location, including the UK.

The Group has significant exposure to UK residential mortgages and consumer lending. As detailed in "*Credit Related Risks — The Group's businesses are subject to inherent risks concerning borrower and counterparty credit quality which have affected and may adversely impact the recoverability and value of assets on the Group's balance sheet*" above, the Group's UK mortgage and consumer lending portfolios remain strongly linked to the UK economy with any deterioration in the UK's economic environment having the potential to adversely affect the credit quality of such portfolios. Any decreases in property values may reduce the collateral values against the mortgage portfolios, which could hinder recovery values in default situations, leading to higher impairment charges.

Additionally, the Group has significant sector concentrations (primarily in gilts, real estate and real estate-related lending, automotive and related sectors and to a lesser extent, oil and gas and related sectors, manufacturing, agriculture and leveraged lending), as well as international credit exposures.

The Group has significant real estate and real estate-related exposure, including secondary and tertiary non-prime assets, meaning that decreases in residential or commercial property values and/or increases in tenant defaults are likely to lead to higher impairment charges, which could materially affect the Group's results of operations, financial condition or prospects.

The Group's corporate lending portfolio also contains substantial exposure to large and mid-sized, public and private companies. Exposures to sectors that have experienced cyclical weakness in recent years, coupled with a historic strategy of taking large single name concentrations to non-listed companies and entrepreneurs, and taking exposure at various levels of the capital structure, may give rise to (albeit reducing) single name and risk capital exposure. Whilst expectation of default for these

exposures is appropriately provided for within the Group's base case assumptions, they remain vulnerable to downside risks. As in the UK, the Group's lending business overseas is also exposed to a small number of long-term customer relationships and these single name concentrations place the Group at risk of loss should default occur.

The Group's efforts to continue to manage its credit portfolio against concentration risks may not be successful and any concentration of credit risk could increase the potential for significant losses in its credit portfolio. In addition, any disruption in the liquidity or transparency of the financial markets may result in the Group's inability to sell or syndicate securities, loans or other instruments or positions held (including underwrites), thereby leading to increased concentrations of such positions. These concentrations could expose the Group to losses if the mark-to-market value of the securities, loans or other instruments or positions declines causing the Group to take write-downs. Moreover, the inability to reduce the Group's positions not only increases the market and credit risks associated with such positions, but also increases the level of risk-weighted assets on the Group's balance sheet, thereby increasing its capital requirements and funding costs, all of which could materially adversely affect the Group's results of operations, financial condition or prospects.

The Group's corporate portfolios are also susceptible to "fallen angel" risk, that is, the probability of significant default increases following material unexpected events, resulting in the potential for large losses. These types of events can occur from time to time, and may include for example, major fraud, cyber-crime, poor corporate governance, high profile incidents and collapse in specific sectors or products, all of which are very difficult to forecast, and could adversely impact the Group's results of operations, financial condition or prospects.

1.3 ***The Group may be required to record credit value adjustments, funding value adjustments and debit value adjustments on its derivative portfolio, which could have a material adverse effect on the Group's results of operations, financial condition or prospects.***

The Group continually seeks to limit and manage counterparty credit risk exposure to market counterparties. Credit value adjustment ("**CVA**") and funding value adjustment ("**FVA**") reserves are held against uncollateralised derivative exposures and a risk management framework is in place to mitigate reserve value changes. CVA is an expected loss calculation that incorporates current market factors including counterparty credit spreads. FVA reserves are held to capitalise the cost of funding uncollateralised derivative exposures. The Group also calculates a debit value adjustment to reflect own credit spread risk as part of the fair value of derivative liabilities. The Group uses several credit risk mitigation techniques to limit counterparty credit risk exposure including netting agreements, collateral agreements, credit default swaps and other forms of credit enhancement where possible. However, deterioration in the creditworthiness of financial counterparties, or large adverse financial market movements, could impact the size of CVA and FVA reserves and result in a material charge to the Group's profit and loss account.

2 Conduct Risks

2.1 ***The Group is exposed to the risk of customer detriment due to poor design, distribution and execution of products and services or other activities which could undermine the integrity of the market or distort competition, leading to unfair customer outcomes, regulatory censure and financial and reputational loss.***

The Group is exposed to various forms of conduct risk in its operations. Such risks are inherent in banking services. These include business and strategic planning that does not sufficiently consider customer need (leading to products being offered beyond target markets and mis-selling of financial products), ineffective management and monitoring of products and their distribution (which could result in customers receiving unfair outcomes), customer communications that are unclear, unfair, misleading or untimely (which could impact customer decision-making and result in customers

receiving unfair outcomes), a culture that is not sufficiently customer-centric (potentially driving improper decision-making and unfair outcomes for customers), outsourcing of customer service and product delivery via third-parties that do not have the same level of control, oversight and culture as the Group (which could result in potentially unfair or inconsistent customer outcomes), the possibility of alleged mis-selling of financial products (which could require amendments to sales processes, withdrawal of products or the provision of restitution to affected customers, all of which may require additional provisions in the Group's financial accounts), ineffective management of customer complaints or claims (which could result in customers receiving unfair outcomes), ineffective processes or procedures to support customers, including those in potentially vulnerable circumstances (which could result in customers receiving unfair outcomes or treatments which do not support their needs), and poor governance of colleagues' incentives and rewards and approval of schemes which drive unfair customer outcomes. Ineffective management and oversight of legacy conduct issues can also result in customers who are undergoing remediation being unfairly treated and therefore further rectification being required. The Group is also exposed to the risk of engaging in, or failing to manage, conduct which could constitute market abuse, undermine the integrity of a market in which it is active, distort competition or create conflicts of interest. Each of these risks can lead to regulatory censure, reputational damage, regulatory intervention/enforcement, financial loss for the Group and/or might have a material adverse effect on the Group's results of operations, financial condition or prospects.

3 Regulatory and Legal Risks

3.1 *The Group and its businesses are subject to substantial regulation and oversight. Adverse legal or regulatory developments could have a significant material adverse effect on the Group's business, results of operations, financial condition or prospects.*

The Group and its businesses are subject to legislation, regulation, court proceedings, policies and voluntary codes of practice including the effects of any changes in these or the interpretation of them in the UK, the EU and the other markets in which the Group operates. The Group is therefore subject to associated legal and regulatory risks, including risk in connection with legal and regulatory actions and market reviews. Depending on the specific nature of the requirements and how they are enforced, they could have a significant impact on the Group's operations, business prospects, structure, costs and/or capital requirements and ability to enforce contractual obligations. See also "*Business and Economic Risks — Political, legal, regulatory, constitutional and economic uncertainty arising from the outcome of the referendum on the UK's membership of the European Union could adversely impact the Group's business, results of operations, financial condition and prospects*" below.

These laws and regulations include (i) increased regulatory oversight, particularly in respect of conduct issues; (ii) prudential regulatory developments, including ring-fencing; and (iii) increased legislative requirements, including:

- the Competition and Market Authority Open Banking programme which was implemented in the UK in 2018;
- the Second Payment Services Directive ("**PSD2**"), which entered into force in January 2016 and applied in the UK from January 2018. Finalised EU-wide technical standards on PSD2 are due to be implemented by September 2019 with the aim of protecting customers and their data by providing higher security standards for online payments; and
- the General Data Protection Regulation ("**GDPR**"), which entered into force in May 2018. The implementation of the GDPR introduced a number of significant changes.

Unfavourable developments across any of these areas could materially affect the Group's ability to maintain appropriate liquidity, increase its funding costs, constrain the operation of its business and/or have a material adverse effect on the Group's business, results of operations and financial condition. Areas where these changes could have an adverse effect on the Group include, but are not limited to:

(i) general changes in government, central bank or regulatory policy, or changes in regulatory regimes that may influence investor decisions in particular markets in which the Group operates, any of which may change the structure of those markets and the products offered or may increase the costs of doing business in those markets;

(ii) external bodies applying or interpreting standards, laws, regulations or contracts differently to the Group;

(iii) an uncertain and rapidly evolving prudential regulatory environment which could materially adversely affect the Group's ability to maintain liquidity and increase its funding costs;

(iv) changes in competitive and pricing environments, including markets investigations, or one or more of the Group's regulators intervening to mandate the pricing of the Group's products, as a consumer protection measure;

(v) one or more of the Group's regulators intervening to prevent or delay the launch of a product or service, or prohibiting an existing product or service;

(vi) further requirements relating to financial reporting, corporate governance, corporate structure and conduct of business and employee compensation;

(vii) expropriation, nationalisation, confiscation of assets and changes in legislation relating to foreign ownership;

(viii) changes to regulation and legislation relating to economic and trading sanctions, money laundering and terrorist financing; and

(ix) regulatory changes which influence business strategy, particularly the rate of growth of the business, or which impose conditions on the sales and servicing of products, which have the effect of making such products unprofitable or unattractive to sell.

For more detail on the changing prudential regulatory environment see "Regulatory and Legal Risks —The Group faces risks associated with an uncertain and rapidly evolving international and national prudential, legal and regulatory environment" below.

3.2 The Group faces risks associated with an uncertain and rapidly evolving international and national prudential, legal and regulatory environment.

The Group's borrowing costs and access to capital markets, as well as its ability to lend or carry out certain aspects of its business, could be affected by prudential regulatory developments, including (i) amendments to the FSMA introduced by the Financial Services (Banking Reform) Act 2013 (the "**Banking Reform Act**") along with secondary legislation and PRA/FCA rules made under the Banking Reform Act; (ii) amendments to the EU legislation comprising the Capital Requirements Directive IV and the Capital Requirements Regulation (together, "**CRD IV**"); (iii) evolving European and global prudential and regulatory changes; (iv) regulatory changes in the U.S. and (v) the evolving regulatory and legal impacts of the UK's exit from the EU.

Banking Reform Act

The Banking Reform Act's measures contain provisions with respect to, amongst other things (i) ring-fencing domestic retail banking services of UK banks; and (ii) the implementation of the Senior Managers and Certification Regime (the "**SMCR**").

Ring-Fencing

The Banking Reform Act, secondary legislation and PRA/FCA rules made under the FSMA have enacted amendments to the FSMA and the UK regulatory regime that require UK banking groups (such as the Group) with more than £25 billion (on a group-wide basis) of core deposits (defined as "**ring-fenced bodies**" or "**RFBs**") to separate the retail banking activities of their UK banks –

particularly deposit-taking and associated services – from certain prohibited forms of activity, including: (i) dealing in investments; (ii) incurring exposures to relevant financial institutions (which include, amongst others, credit institutions (other than RFBs), investment firms and alternative investment funds (subject to certain limited exceptions)); (iii) participating in an inter-bank payment system other than as a direct member (subject to certain limited exceptions); and (iv) having non-EEA branches or subsidiaries. RFBs are also subject to regulations governing how pension arrangements can be managed, following the implementation of ring-fencing.

Under the Banking Reform Act, the PRA and FCA established ring-fencing rules (the "**Ring-fencing Rules**") requiring implementation of ring-fencing prior to 1 January 2019, with the deadline for changes to the Lloyds Banking Group's pension scheme being 1 January 2026.

The implementation of the Ring-fencing Rules has impacted on the Group's structure, governance arrangements, business and reporting models, operations, costs and financing arrangements. The Lloyds Banking Group implemented its ring-fencing programme, including the establishment of the non ring-fenced bank, LBCM, and met the legal and regulatory requirements prior to 1 January 2019. As a predominantly UK retail and commercial bank, the impact on the Group was relatively limited, with minimal impact for the majority of the Group's retail and commercial customers.

Over the course of 2018, in order to comply with the ring-fencing legislation, certain businesses were transferred out of the Group to other parts of Lloyds Banking Group, by means of statutory or contractual transfers. This included the transfer of certain wholesale and international businesses to LBCM and the transfer of Scottish Widows Group and other insurance subsidiaries to Lloyds Banking Group plc.

Due to the Group's UK retail and commercial focus, the vast majority of the Group's business continued to be held in the Group (the ring-fenced bank) and as a result these transfers did not have a material impact on the financial strength of the Bank.

From 1 January 2019, Lloyds Banking Group became subject to the expanded oversight powers granted to Her Majesty's Treasury ("**HM Treasury**"), the PRA and the FCA under the Banking Reform Act.

Senior Managers and Certification Regime

The SMCR came into force on 7 March 2016 and replaced the approved persons regime for deposit takers and other PRA designated firms. The SMCR comprises a number of elements, including the senior managers' regime, the certification regime and the conduct rules, which will be expanded to apply to solo-regulated firms in December 2019 by changes proposed by the Bank of England and the Financial Services Act 2016. The Group could be exposed to additional risk or loss if it is unable to comply with the requirements arising from the SMCR and its extension or if doing so imposes significant demands on the attention of management.

Capital Requirements Regulation and Capital Requirements Directive

The Group is subject to CRD IV which implemented changes approved by the Basel Committee on Banking Supervision (the "**Basel Committee**") to the regulatory framework applicable to the Group, including new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for credit institutions in Europe (such changes being commonly referred to as "**Basel III**"). Full implementation began from 1 January 2014, with some elements being phased in over a period of time, to be fully effective by 2024.

CRD IV includes a number of capital buffers to provide capital cushions in addition to minimum capital requirements to which the financial institutions may be subject.

From 1 January 2019, the Group (as the RFB sub-group) became subject to prudential requirements (including CRD IV). These requirements are in addition to the requirements that the Bank must meet under the existing prudential regime on an individual basis.

The CRD IV regime is expected to continue to evolve as a result of further changes agreed by EU legislators, binding regulatory technical standards and guidelines to be developed by the European Banking Authority ("**EBA**") and changes to the way in which the PRA interprets and applies these requirements to UK financial institutions. The European Commission put forward significant draft proposals to amend CRD IV in November 2016 (with the amended Capital Requirements Regulation to be known as "**CRR 2**" and the amended Capital Requirements Directive to be known as "**CRD V**"). The proposals include a binding leverage ratio, a binding net stable funding ratio and more risk-sensitive capital requirements. Inter-institutional negotiations (trilogues) commenced on CRD V and CRR 2 in July 2018, following agreement by the Council of the EU on its general approach and the European Parliament on its negotiating position. Political agreement on a number of key issues was reached in trilogues in November 2018 and the Council announced its endorsement of the agreement in December 2018. In February 2019, the Council of the EU published a press release announcing that its Permanent Representatives Committee had endorsed the texts of CRR2 and CRD V. In April 2019, the European Parliament approved the proposals and publication in the Official Journal is anticipated by mid-2019. CRR 2 and CRD V are two of the pieces of legislation included in the Financial Services (Implementation of Legislation) Bill which received its first reading in the House of Lords in November 2018. The Bill provides the UK Government with the power to choose to implement only those EU files, or parts of those files, which are both appropriate and beneficial for the UK and adjust and improve the legislation as it is brought into UK law to ensure that it works better for UK markets.

In addition, the Basel Committee published a package of further revisions to Basel III in December 2017, including changes to: standardised approach for credit risk; internal ratings based approaches for credit risk; the credit valuation adjustment risk framework; the operational risk framework; the leverage ratio framework; and a revised output floor. Although Basel III does not directly apply to the Group, or to other firms, the Basel Committee expects these changes to be implemented by regulators from January 2022, with transitional arrangements for the output floor up to January 2027. Until such rules are translated into draft European and UK legislation, it would be premature to estimate the full impact or timelines.

Lloyds Banking Group will continue to monitor the ongoing changes to the global, EU and UK prudential framework which may affect the Group's financial position or require the strengthening of regulatory requirements.

European Market Infrastructure Regulation

European Regulation 648/2012, known as the European Market Infrastructure Regulation ("**EMIR**"), introduced new requirements to improve transparency and reduce the risks associated with the derivatives market. EMIR came into force on 16 August 2012 and when it fully comes into effect, EMIR will require entities that enter into any form of derivative contract, including interest rate, foreign exchange, equity, credit and commodity derivatives, to: (i) report every derivative contract entered into to a trade repository; (ii) implement new risk management standards (including operational processes and margining) for all bilateral over the counter ("**OTC**") derivative trades that are not cleared by a central counterparty; and (iii) clear, through a central counterparty, OTC derivatives that are subject to a mandatory clearing obligation. The first clearing obligations for certain interest rate derivatives have applied from June 2016. Variation margin requirements for uncleared trades came into effect on 4 February 2017 for market participants with a sufficiently large derivative trading volume and on 1 March 2017 for all other counterparties, including the Group. Certain products are exempt from variation margin requirements at this time. The Group does not expect initial margin requirements to apply to it until September 2019. It is expected that there will be additional costs and limitations on the Group's business resulting from these requirements.

It is difficult to predict how and in what final form many of the regulatory changes described herein will be implemented and what financial obligations may be imposed in relation thereto. While the Group continues to work closely with regulatory authorities and industry associations to ensure that it is able to identify and respond to proposed regulatory changes, the Group could be exposed to additional risk of loss if it is unable to comply with the requirements arising from these regulations or if doing so imposes significant demands on the attention of management. Depending on the specific nature of the requirements and how they are enforced, such changes could have a significant impact on the Group's operations, business prospects, structure, costs and/or capital requirements including changes to how the Group and its businesses are capitalised and funded, distribution of capital, reducing weighted assets, modifying legal entity structure and changing the Group's business mix to strengthen the Group's capital position.

3.3 ***Lloyds Banking Group and its UK subsidiaries may become subject to the provisions of the Banking Act 2009, as amended, which could have an adverse impact on the Group's business.***

Under the Banking Act 2009, as amended, (the "**Banking Act**"), substantial powers have been granted to HM Treasury, the Bank of England and the PRA and FCA (together, the "**Authorities**") as part of the special resolution regime (the "**SRR**"). These powers enable the Authorities to deal with and stabilise UK-incorporated institutions with permission to accept deposits pursuant to Part 4A of the FSMA if they are failing or are likely to fail to satisfy certain threshold conditions (within the meaning of Section 55B of the FSMA). The SRR consists of five stabilisation options: (i) transfer of all or part of the business of the relevant entity or the shares of the relevant entity to a private sector purchaser; (ii) transfer of all or part of the business of the relevant entity to a "bridge bank" established and wholly owned by the Bank of England; (iii) transfer all or part of the relevant entity or "bridge bank" to an asset management vehicle; (iv) making of one or more resolution instruments by the Bank of England; and (v) temporary public ownership of the relevant entity. HM Treasury may also take a parent company of a relevant entity into temporary public ownership where certain conditions are met. The SRR also provides for two new insolvency and administration procedures for relevant entities. Certain ancillary powers include the power to modify certain contractual arrangements in certain circumstances.

In addition, the Group's costs of doing business may increase by amendments made to the Banking Act in relation to deposits covered by the UK Financial Services Compensation Scheme (the "**FSCS**"). Lloyds Banking Group contributes to compensation schemes such as the FSCS in respect of banks and other authorised financial services firms that are unable to meet their obligations to customers. Further provisions in respect of these costs are likely to be necessary in the future. The ultimate cost to the industry, which will also include the cost of any compensation payments made by the FSCS and, if necessary, the cost of meeting any shortfall after recoveries on the borrowings entered into by the FSCS, remains uncertain but may be significant and may have a material effect on the Group's business, results of operations or financial condition.

The final text of the EU Directive 2014/59/EU establishing an EU-wide framework for the recovery and resolution of credit institutions and investment firms (the "**BRRD**"), entered into force on 2 July 2014 and in the UK, the Banking Reform Act made provision for certain aspects of the "bail-in" power. Under the "bail-in" power, prior to insolvency proceedings, regulators have the power to impose losses on holders of regulatory capital securities, senior bondholders and/or other creditors while potentially leaving untouched certain other classes of excluded creditors; generally losses are to be taken in accordance with the priority of claims under normal insolvency proceedings. While LBG is currently the resolution entity for Lloyds Banking Group pursuant to the Bank of England's "single point of entry" resolution model, bail-in is capable of being applied to all of the Bank's unsecured senior and subordinated debt instruments with a remaining maturity of greater than seven days, including the Notes. The stated aim of the BRRD is to provide authorities designated by EU member states to apply the resolution tools and exercise the resolution powers set forth in the BRRD (the

"**resolution authorities**") with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses. The powers granted to resolution authorities under the BRRD include, but are not limited to: (i) a "write-down and conversion power" relating to Tier 1 and Tier 2 capital instruments and (ii) a "bail-in" power relating to eligible liabilities (including the capital instruments and senior unsecured debt securities issued by the Bank). Such powers give resolution authorities the ability to write-down or write-off all or a portion of the claims of certain unsecured creditors of a failing institution or group and/or to convert certain debt claims into another security, including ordinary shares of the surviving group entity, if any. Such resulting ordinary shares may be subject to severe dilution, transfer for no consideration, write-down or write-off. Such powers were implemented in the UK with effect from 1 January 2015. The Minimum Requirement for Own Funds and Eligible Liabilities ("**MREL**"), which is being implemented in the EU and the UK, will apply to EU and UK financial institutions and cover capital and debt instruments that are capable of being written-down or converted to equity in order to prevent a financial institution from failing in a crisis. The Bank of England has set an interim MREL compliance date of 1 January 2020 and a final MREL conformance date of 1 January 2022.

The conditions for use of the "bail-in" power are, in summary, that (i) the regulator determines that the bank is failing or likely to fail; (ii) having regard to timing and other relevant circumstances, it is not reasonably likely that (ignoring the stabilisation powers) action will be taken by or in respect of the bank to avoid the failure of the bank; (iii) the relevant UK resolution authority determines that it is necessary having regard to the public interest to exercise the "bail-in" power in the advancement of one of the statutory objectives of resolution; and (iv) one or more of those objectives would not be met to the same extent by the winding up of the bank. The Banking Act and secondary legislation made thereunder provides certain other limited safeguards for creditors in specific circumstances. The "no creditor worse off" safeguard contained in the Banking Act may not apply in relation to an application of the write-down and conversion power in circumstances where a stabilisation power is not also used; holders of debt instruments which are subject to the power may, however, have ordinary shares transferred to or issued to them by way of compensation. The exercise of mandatory write-down and conversion power under the Banking Act or any suggestion of such exercise could, therefore, materially adversely affect the rights of the holders of equity and debt securities and the price or value of their investment and/or the ability of members of Lloyds Banking Group to satisfy their respective obligations under such debt securities.

Certain amendments to the BRRD will be made as a result of proposals originally published by the European Commission on 23 November 2016 (such proposals being known as "**BRRD 2**"), including extending the "write-down and conversion power" to cover certain subordinated non-own funds eligible liabilities of entities in a banking group other than the resolution entity. Trilogues commenced on BRRD 2 in July 2018, following agreement by the Council of the EU on its general approach and the European Parliament on its negotiating position. Political agreement on a number of key issues was reached in trilogues in November 2018 and the Council announced its endorsement of the agreement in December 2018. In February 2019, the Council of the EU published a press release announcing that its Permanent Representatives Committee had endorsed the texts of CRR2 and CRD V. In April 2019, the European Parliament approved the proposals and publication in the Official Journal is anticipated by mid-2019. BRRD 2 is one piece of legislation included in the Financial Services (Implementation of Legislation) Bill which received its first reading in the House of Lords in November 2018. The Bill provides the UK Government with the power to choose to implement only those EU files, or parts of those files, which are both appropriate and beneficial for the UK and adjust and improve the legislation as it is brought into UK law to ensure that it works better for UK markets.

In addition to the provisions described above, it is possible that the exercise of other powers under the Banking Act to resolve failing banks in the UK, which give the Authorities powers to amend the terms of contracts (for example, varying the maturity of a debt instrument) and to override events of default

or termination rights that might be invoked as a result of the exercise of the resolution powers, could have a material adverse effect on the rights of holders of the equity and debt securities issued by the Group, including through a material adverse effect on the price of such securities. The Banking Act also gives the Bank of England the power to override, vary or impose contractual obligations between a UK bank, its holding company and its group undertakings for reasonable consideration, in order to enable any transferee or successor bank to operate effectively. There is also power for HM Treasury to amend the law (excluding provisions made by or under the Banking Act) for the purpose of enabling it to use the regime powers effectively, potentially with retrospective effect.

The determination that securities and other obligations issued by the Bank will be subject to write-down, conversion or "bail-in" is likely to be inherently unpredictable and may depend on a number of factors which may be outside of the Group's control. This determination will also be made by the relevant UK resolution authority and there may be many factors, including factors not directly related to the Bank or the Group, which could result in such a determination. Because of this inherent uncertainty and given that both BRRD and the relevant provisions of the Banking Act remain untested in practice, it will be difficult to predict when, if at all, the exercise of a "bail-in" power may occur which would result in a principal write-off or conversion to other securities, including the ordinary shares of Lloyds Banking Group. Moreover, as the criteria that the relevant UK resolution authority will be obliged to consider in exercising any "bail-in" power provide it with considerable discretion, holders of the securities issued by the Bank may not be able to refer to publicly available criteria in order to anticipate a potential exercise of any such power and consequently its potential effect on the Bank and the securities issued by the Bank.

Potential investors in the securities issued by the Bank should consider the risk that a holder may lose some or all of its investment, including the principal amount plus any accrued interest, if such statutory loss absorption measures are acted upon. The BRRD and applicable state aid rules provide that, other than in certain limited circumstances set out in the BRRD, extraordinary governmental financial support will only be available to the Bank as a last resort once the write-down and conversion powers and resolution tools referred to above have been exploited to the maximum extent possible.

Holders of the Bank's securities may have limited rights or no rights to challenge any decision of the relevant UK resolution authority to exercise the UK "bail-in" power or to have that decision reviewed by a judicial or administrative process or otherwise. Accordingly, trading behaviour in respect of such securities is not necessarily expected to follow the trading behaviour associated with other types of securities that are not subject to such recovery and resolution powers. Potential investors in securities issued by the Bank should consider the risk that a holder of such securities may lose all of its investment, including (in the case of debt securities) the principal amount plus any accrued and unpaid interest, if such statutory loss absorption measures are acted upon or if that senior unsecured debt instrument may be converted into ordinary shares of LBG or the Bank. Further, the introduction or amendment of such recovery and resolution powers, and/or any implication or anticipation that they may be used, may have a significant adverse effect on the market price of such securities, even if such powers are not used.

3.4 ***The Group faces risks associated with its compliance with a wide range of laws and regulations.***

The Group is exposed to various forms of legal and regulatory risk, including:

(i) certain aspects of the Group's activities and business may be determined by the relevant authorities, the Financial Ombudsman Service (the "**FOS**"), or the courts, to have not been conducted in accordance with applicable laws or regulations, or, in the case of the FOS, with what is fair and reasonable in the Ombudsman's opinion;

(ii) the possibility of alleged mis-selling of financial products or the mishandling of complaints related to the sale of such products by or attributed to a member of the Group, resulting in

disciplinary action or requirements to amend sales processes, withdraw products, or provide restitution to affected customers, all of which may require additional provisions;

(iii) risks relating to compliance with, or enforcement actions in respect of, existing and/or new regulatory or reporting requirements, including as a result of a change in focus of regulation or a transfer of responsibility for regulating certain aspects of the Group's activities and business to other regulatory bodies;

(iv) contractual and other obligations may either not be enforceable as intended or may be enforced against the Group in an adverse way;

(v) the intellectual property of the Group (such as trade names) may not be adequately protected;

(vi) the Group may be liable for damages to third-parties harmed by the conduct of its business;

(vii) the risk of regulatory proceedings, enforcement actions and/or private litigation, arising out of regulatory investigations or otherwise (brought by individuals or groups of plaintiffs) in the UK and other jurisdictions;

(viii) risks related to court or UK Government activity leading to a requirement to equalise pension benefits for the effect of Guaranteed Minimum Pensions. It is possible that any such requirement could increase liabilities in the Group's defined benefit pension schemes; and

(ix) the continued uncertainty around the impact of the UK's expected exit from the EU on the existing regulatory and legal framework that the Group operates within, as well as the future regulatory and legal landscape. For more detail on the EU referendum decision see "*Business and Economic Risks — Political, legal, regulatory, constitutional and economic uncertainty arising from the outcome of the referendum on the UK's membership of the European Union could adversely impact the Group's business, results of operations, financial condition and prospects*" below.

Regulatory and legal actions pose a number of risks to the Group, including substantial monetary damages or fines, the amounts of which are difficult to predict and may exceed the amount of provisions set aside to cover such risks. In addition, the Group may be subject, including as a result of regulatory actions, to other penalties and injunctive relief, civil or private litigation arising out of a regulatory investigation or otherwise, the potential for criminal prosecution in certain circumstances and regulatory restrictions on the Group's business, all of which can have a negative effect on the Group's reputation. Any of these risks could have an adverse impact on the Group's operations, financial condition, results of operations or prospects and the confidence of customers in the Group, as well as taking a significant amount of management time and resources away from the implementation of the Group's strategy.

The Group's operations also expose it to various forms of reputational impacts. Negative public opinion can result from the actual or perceived manner in which the Group conducts its business activities, from the Group's financial performance, the level of direct and indirect government support, actual or perceived practices in the banking and financial industry, or allegations of misconduct. Negative public opinion may adversely affect the Group's ability to keep and attract customers, which may result in a material adverse effect on the Group's financial condition, results of operations or prospects. Negative public opinion referenced in the media as "lack of trust" in banking can be impacted by actions of competitors across the industry as well as actions by the Group. Gaining the trust of customers and the public is a key objective of the Group.

The Group may settle litigation or regulatory proceedings prior to a final judgment or determination of liability to avoid the cost, management efforts or negative business, regulatory or reputational consequences of continuing to contest liability, even when the Group believes that it has no liability or when the potential consequences of failing to prevail would be disproportionate to the costs of

settlement. Furthermore, the Group may, for similar reasons, reimburse counterparties for their losses even in situations where the Group does not believe that it is legally compelled to do so. Failure to manage these risks adequately could materially affect the Group, both financially and reputationally.

3.5 ***The Group faces risks associated with the high level of scrutiny of the treatment of customers by financial institutions from regulatory bodies, the media and politicians.***

The Group's operations, in particular related to its treatment of customers, are subject to supervision by the FCA and other regulatory authorities. In recent periods, the UK banking industry has been subject to heightened attention from these regulatory authorities, as well as the news media and the UK Government.

The Group has historically been subject to the Markets in Financial Instruments Directive ("**MiFID**") and, since 3 January 2018, the Group is subject to a revised directive ("**MiFID II**") and a new regulation (Markets in Financial Instruments Regulation or "**MiFIR**"), which were implemented across the divisions of the Group. MiFID, MiFID II and MiFIR regulate the provision of "investment services and activities" in relation to a range of customer-related areas, including customer classification, conflicts of interest, client order handling, investment research and financial analysis, suitability and appropriateness, transparency obligations and transaction reporting. If the Group incurs substantial expenses associated with ongoing compliance, this may impose significant demands on the attention of management that result in other areas of the Group's business not receiving sufficient management attention, or if particular products, services or practices are banned, the Group's results of operations could be materially adversely affected.

The Group is also subject to European regulation on customer deposits. On 12 June 2014, the Deposit Guarantee Schemes Directive 2014/49/EU (the "**recast DGSD**") was published in the Official Journal of the EU, which replaced Directive 94/19/EC on Deposit Guarantee Schemes. As required by the recast DGSD, the UK introduced a compliant deposit guarantee scheme ("**DGS**") that:

- gives a preference in liquidation or resolution to deposits made by retail customers and SMEs over other senior creditors (including the holders of the Notes issued by the Bank);
- sets out the rights of eligible depositors (typically retail customers) to compensation, and repayment circumstances and procedures by the DGS, covering the unavailability of any deposit, up to aggregate deposits of €100,000;
- places obligations on credit institutions, in particular, requirements to provide specified information to depositors (and potential depositors) on their rights to compensation under the DGS; and
- sets out provisions on the financing of DGSs, including target funding levels and contribution amounts by credit institutions.

In addition, the GDPR requires the Group to afford greater transparency and control to customers over how their personal data is used, stored and shared which may limit the extent to which customer data can be used to support the Group using its strategic objectives. Failure to comply may erode customer trust and result in regulatory fines.

3.6 ***The financial impact of legal proceedings and regulatory risks might be material but is difficult to quantify. Amounts eventually paid may materially exceed the amount of provisions set aside to cover such risks, or existing provisions may need to be materially increased in response to changing circumstances, as has been the case in respect of payment protection insurance ("PPI") redress payments.***

Where provisions have already been taken in published financial statements of the Group or results announcements for ongoing legal or regulatory matters, these have been recognised, in accordance

with IAS 37 ("Provisions, Contingent Liabilities and Contingent Assets"), as the best estimate of the expenditure required to settle the obligation as at the reporting date. Such estimates are inherently uncertain and it is possible that the eventual outcomes may differ materially from current estimates, resulting in future increases or decreases to the required provisions, or actual losses that exceed or fall short of the provisions taken.

Excluding MBNA Limited ("**MBNA**"), the Group increased provisions for expected PPI costs by a further £0.7 billion in 2018. The increase in 2018 related to a number of factors including higher than expected complaint volumes and associated administration costs, an increase in average redress per complaint, additional operational costs to deal with potential complaint volatility and continued improvements in data interrogation and the Group's ability to identify valid complaints.

This brings the total amount provided for at the end of 2018 to £19.4 billion, of which £1.3 billion remains unutilised relating to complaints and associated administration costs.

With regard to MBNA, as announced in December 2016, the Group's exposure is capped at £240 million and is already provided for through an indemnity received from Bank of America. MBNA increased its PPI provision by £100 million in the year ended 31 December 2018 but the Group's exposure continues to remain capped at £240 million under this indemnity.

Provisions have not been taken where no obligation (as defined in IAS 37 ("Provisions, Contingent Liabilities and Contingent Assets")) has been established, whether associated with a known or potential future litigation or regulatory matter. Accordingly, an adverse decision in any such matters could result in significant losses to the Group which have not been provided for. Such losses would have an adverse impact on the Group's financial condition and operations.

In November 2014, the UK Supreme Court ruled in Plevin v Paragon Personal Finance Limited [2014] UKSC 61 ("**Plevin**") that failure to disclose to a customer a "high" commission payment on a single premium PPI policy sold with a consumer credit agreement created an unfair relationship between the lender and the borrower under s140 of the Consumer Credit Act 1974. It did not define a tipping point above which commission was deemed "high". The disclosure of commission was not a requirement of the FSA's (now FCA's) Insurance: Conduct of Business sourcebook rules for the sale of general insurance (including PPI). Permission to appeal the redress outcome in the Plevin case was refused by the Court of Appeal in July 2015 and by the President of the Family Division in November 2015.

In November 2015 and August 2016, the FCA consulted on the introduction of a two year industry deadline by which consumers would need to make their PPI complaints or lose their right to have them assessed, and proposed rules and guidance about how firms should handle PPI complaints fairly in light of the Plevin judgment discussed above. On 2 March 2017, the FCA confirmed an industry deadline of 29 August 2019. The FCA's rules to address Plevin commenced on 29 August 2017. The industry deadline also applies to the handling of these complaints. It is anticipated that the upcoming industry deadline could encourage eligible consumers to bring their claims earlier than would have otherwise been expected in the absence of an industry deadline for having complaints assessed. The FCA's rules, issued on 2 March 2017, could have a material adverse effect on the Group's reputation, business, financial condition, results of operations and prospects.

4 Business and Economic Risks

4.1 *The Group's businesses are subject to inherent and indirect risks arising from general macroeconomic conditions in the UK, the U.S., the Eurozone, Asia and globally, and any resulting instability of financial markets or banking systems.*

The Group's businesses are subject to inherent and indirect risks arising from general and sector-specific economic conditions in the markets in which it operates, particularly the UK, where the Group's earnings are predominantly generated and the Group's operations are increasingly

concentrated following the strategic reduction of its international presence. The Group may have credit exposure in countries outside the UK even if it does not have direct exposure or a presence in such countries. Any significant macroeconomic deterioration in the UK and/or other economies could have a material adverse effect on the results of operations, financial condition or prospects of the Group, as could continued or increasing political uncertainty within the UK and other countries. The profitability of the Group's businesses could be affected by market factors such as the deterioration of UK economic growth significantly below long-term average levels, rising unemployment, reduced corporate profitability, reduced personal income levels (in real terms), inflationary pressures, including those arising from the Sterling's depreciation, reduced UK Government and/or consumer expenditure, changes in interest rates (and the timing, quantum and pace of those changes as well as the possibility of further reductions in interest rates, including zero or negative interest rates or of unexpected increases in interest rates which may have a detrimental effect on the Group's customers and their ability to service interest), increased corporate, SME or personal insolvency rates, borrowers' reduced ability to repay loans and increased tenant defaults which could cause prices of residential or commercial real estate or other asset prices to fall, thereby reducing the collateral value on many of the Group's assets, fluctuations in commodity prices, changes in foreign exchange rates; or a marked deterioration in global economic growth reflecting the high levels of debt that have built up in some emerging economies, most notably China. These, in turn, could cause increased impairments and/or fair value adjustments.

In addition to the possibility of macroeconomic deterioration, any increase in financial market instability including any increase in credit spreads, increase or reduction in interest rates, including negative interest rates, and general illiquidity within the markets that the Group uses for hedging or bond issuances may represent further risk to the Group's business. The outlook for global growth remains uncertain due to issues such as geopolitical tensions (including sanctions, tariffs and increased threats of trade disputes, continued instability in the Middle East and in the Korean Peninsula), the impact of economic policies of foreign governments, continued divergence in economic performance between countries within the Eurozone, and the slow-down of economic growth rates in both mature and emerging markets generally and China in particular. The Group has exposures in a number of overseas jurisdictions and is therefore subject to various risks relating to the stability of these financial markets. The global financial system has suffered considerable turbulence and uncertainty in recent years and, despite recent growth in the Eurozone and other advanced economies, the outlook for the global economy over the near to medium term remains uncertain. See also "*Business and Economic Risks — Political, legal, regulatory, constitutional and economic uncertainty arising from the outcome of the referendum on the UK's membership of the European Union could adversely impact the Group's business, results of operations, financial condition and prospects*" below.

In the Eurozone, the pace of economic recovery, which has lagged behind that of other advanced countries following the global recession, has now passed its peak. High levels of private and public debt, continued weaknesses in the financial sector and reform fatigue remain a concern and the timing and pace of the European Central Bank's withdrawal of monetary stimulus, the unwinding of existing monetary stimulus from the European Central Bank's balance sheet and the timing and pace of any increase in interest rates could cause market volatility. In addition, increased political uncertainty in the Eurozone, and fragmentation risk in the EU and UK, could create financial instability and have a negative impact on the Eurozone and global economies. Any of these risks could weaken the UK's economic prospects, given the extensive economic and financial linkages between the UK and the Eurozone.

The uncertainty around the economic policies of foreign governments could create additional uncertainty for the global economic outlook. For example, in the U.S., whilst it is possible that the current administration's economic policies might have an adverse effect on U.S. and global growth as well as global trade prospects, it is also possible that expansionary policies could boost U.S. and

international growth temporarily at a time of limited spare capacity resulting in higher U.S. inflation and interest rates which could in turn significantly impact global investor risk appetite and pricing expectations, sparking elevated financial market volatility and a tightening of financial conditions.

Concerns remain around the impact of increased tariffs on trade between the U.S. and other nations including China, Canada and the EU. The potential for escalation of trade disputes and any retaliatory actions taken may adversely impact the global economic outlook.

In addition, developing macroeconomic uncertainty in emerging markets, in particular the high and growing level of debt in China and the risk of a sharp slowdown in Chinese economic growth, which may be exacerbated by attempts to de-risk its highly leveraged economy, or a devaluation of the Renminbi could pose threats to global economic recovery. External debt levels are higher now in emerging markets than before the global financial crisis, which could lead to higher levels of defaults and non-performing loans, in particular in an environment of rising interest rates. Financial markets may experience renewed periods of volatility, especially given the recent volatility in oil and other commodity prices impacting corporates and emerging markets dependent on the oil and gas sector, creating the potential for a return of contagion between countries and banking systems which may place new strains on funding markets.

The Group has credit exposure to SMEs and corporates, financial institutions, sovereigns and securities which may have material direct and indirect exposures in Eurozone countries, the U.S. and other countries.

Any default on the sovereign debt of a Eurozone country and the resulting impact on other Eurozone countries, including the potential that some countries could leave the Eurozone, could have a material adverse effect on the Group's business. The exit of any member state from the European Monetary Union (the "**EMU**") could result in deterioration in the economic and financial environment in the UK and the Eurozone that would materially affect the capital and the funding position of participants in the banking industry, including the Group. This could also give rise to operational disruptions to the Group's business.

Examples of indirect risks to the Group associated with the Eurozone which have been identified are adverse developments relating to: European banking groups with lending and other exposures to certain Eurozone countries, corporate customers with operations or significant trade in certain European jurisdictions, major travel operators and airlines known to operate in certain Eurozone countries, and international banks with custodian operations based in certain European locations. Adverse developments relating to these sectors, or banking groups could increase the risk of defaults and negatively impact the Group's business, results of operations or financial condition.

The effects on the UK, European and global economies of the exit of one or more EU member states from the EMU, or the redenomination of financial instruments from the euro to a different currency, are extremely uncertain and very difficult to predict and protect fully against in view of: (i) the potential for economic and financial instability in the Eurozone and possibly in the UK; (ii) the lasting impact on governments' financial positions of the global financial crisis; (iii) the uncertain legal position; and (iv) the fact that many of the risks related to the business are totally, or in part, outside the control of the Group. However, if any such events were to occur, they may result in: (a) significant market dislocation; (b) heightened counterparty risk; (c) an adverse effect on the management of market risk and, in particular, asset and liability management due, in part, to redenomination of financial assets and liabilities; (d) an indirect risk of counterparty failure; or (e) further political uncertainty in the UK, any of which could have a material adverse effect on the results of operations, financial condition or prospects of the Group. Any adverse changes affecting the economies of the countries in which the Group has significant direct and indirect credit exposures, including those discussed above and any further deterioration in global macroeconomic conditions, could have a material adverse effect on the Group's results of operations, financial condition or prospects.

4.2 ***Political, legal, regulatory, constitutional and economic uncertainty arising from the outcome of the referendum on the UK's membership of the European Union could adversely impact the Group's business, results of operations, financial condition and prospects.***

On 23 June 2016, the UK held a referendum on the UK's continued membership of the EU. A majority of voters voted for the UK to leave the EU. The announcement of the referendum result caused significant volatility in the UK stock market and exchange rate fluctuations that resulted in a significant weakening of Sterling against the U.S. dollar, the Euro and other major currencies. The share prices of major UK banks and bank holding companies, including Lloyds Banking Group, suffered significant declines in market prices immediately following the result of the referendum and major credit rating agencies downgraded the UK's sovereign credit rating.

Under Article 50 of the Treaty on European Union ("**Article 50**") once the exit process is triggered by the withdrawing member state, a two-year period of negotiation begins to determine the terms of the withdrawing member's exit from the EU with reference to the planned post-exit relationship, after which period its EU membership ceases unless the European Council, together with the withdrawing member, unanimously decides to extend this period.

Following the UK Government's decision to invoke Article 50 on 29 March 2017, the UK was due to exit the EU at 11 p.m. (London time) on 29 March 2019. This deadline has since been extended twice with a currently agreed deadline of 31 October 2019. The deadline could be further extended or a transitional arrangement put in place, which could be effective either on or before 31 October 2019, subject to agreement by all EU member states. Negotiations relating to the terms of the UK's relationship with the EU may extend for an unknown period which could create additional volatility in the markets and have an adverse impact on the Group's profitability. The timing of, and process for, such negotiations and the subsequent terms of the UK's future economic, trading and legal relationships with the EU are uncertain, and will be impacted by the stance the current UK government and the other EU Member States adopt. In addition, an unfavourable outcome of negotiations relating to the UK's exit from the EU or its future relationship with the EU is likely to create further volatility in the markets which could in turn adversely impact the Group's business, results of operations, financial condition and prospects.

The UK general election held on 8 June 2017 resulted in a minority government. The UK political environment remains fragile, heightened by the EU exit negotiations.

The effects on the UK, European and global economies of the uncertainties arising from the results of the referendum and the process of the UK's exit from the EU are difficult to predict but may include economic and financial instability in the UK, Europe and the global economy and the other types of risks described in "*Business and Economic Risks - The Group's businesses are subject to inherent and indirect risks arising from general macroeconomic conditions in the UK, the U.S., the Eurozone, Asia and globally, and any resulting instability of financial markets or banking systems*" and "*Credit Related Risks – The Group's businesses are subject to inherent risks concerning borrower and counterparty credit quality which have affected and may adversely impact the recoverability and value of assets on the Group's balance sheet*" above.

Furthermore, any uncertainty in the UK arising from the UK leaving the EU could be exacerbated by the re-emergence of the possibility of a further Scottish independence referendum or any proposed differential arrangements for Northern Ireland when compared to the rest of the UK. This could cause further uncertainty and risks to the Group.

The longer term effects of the UK's expected exit from the EU are difficult to predict but could include further financial instability and slower economic growth, in the UK in particular, but also in Europe and the global economy. In the event of any substantial weakening in economic growth, the possible policy of decreases in interest rates by the Bank of England or sustained low or negative interest rates

would put further pressure on the Group's interest margins and adversely affect the Group's profitability and prospects. Furthermore, such market conditions may also result in an increase in the Group's pension deficit.

A challenging macroeconomic environment, reduced profitability and greater market uncertainty could negatively impact the Group's performance and potentially lead to credit ratings downgrades which could adversely impact the Group's ability to access funding and the cost of such funding. The Group's ability to access capital markets on acceptable terms and hence its ability to raise the amount of capital and funding required to meet its regulatory requirements and targets, including those relating to loss-absorbing instruments to be issued by the Group, could be affected.

The Group is subject to substantial EU-derived laws, regulation and oversight. There continues to be significant uncertainty as to the respective legal and regulatory environments in which the Group and its subsidiaries will operate when the UK is no longer a member of the EU. In particular, the Group and its counterparties may no longer be able to rely on the European passporting framework for financial services, which could result in the loss of customers and/or the requirement for the Group to apply for authorisation in multiple EU jurisdictions if it is to continue its business there, the costs, timing and viability of which are uncertain. This uncertainty, and any actions taken as a result of this uncertainty (such as corporate clients of the Group preferring to transact with European competitors or to relocate from the UK to the EU to avoid a loss of passporting rights), as well as new or amended legislation and regulation, may have a significant impact on the Group's operations, profitability and business model. For further information on the Group's **regulatory and legal risks see "*Regulatory and Legal Risks*".**

4.3 ***Any tightening of monetary policy in jurisdictions in which the Group operates could affect the financial condition of its customers, clients and counterparties, including governments and other financial institutions, which could in turn adversely affect the Group's results of operations.***

Quantitative easing measures implemented by major central banks, adopted alongside record low interest rates to support recovery from the global financial crisis, have arguably helped loosen financial conditions and reduce borrowing costs. These measures may have supported liquidity and valuations for asset classes that are vulnerable to rapid price corrections as financial conditions tighten, potentially causing losses to investors and increasing the risk of default on the Group's exposure to these sectors.

The U.S. Federal Reserve has been gradually increasing its policy interest rates since December 2015. The Bank of England raised UK interest rates from 0.25 per cent. to 0.5 per cent. in November 2017 and then to 0.75 per cent. in August 2018 and has signalled that scope remains for UK interest rates to rise further. Some other major central banks, such as the Bank of Canada, are also on a tightening cycle, but the withdrawal of accommodative policies in the Eurozone and in Japan is expected to be somewhat slower.

Although uncertainty remains about the timing of any increases by central banks, it is possible that any increase in interest rates may lead to increasing levels of defaults by the Group's customers. Monetary policy has been highly accommodative in recent years, further supported by the Bank of England and HM Treasury "Funding for Lending" scheme, the "Help to Buy" scheme, the "Term Funding Scheme" and the purchase of corporate bonds in the UK, which have helped to support demand at a time of very pronounced fiscal tightening and balance sheet repair. Such a long period of stimulus has increased uncertainty over the impact of its reduction, including the possibility of a withdrawal of such programmes which could lead to a risk of higher borrowing costs in wholesale markets, generally weaker than expected growth, or even contracting gross domestic product ("**GDP**"), reduced business and consumer confidence, higher levels of unemployment or underemployment, adverse changes to levels of inflation and falling property prices in the markets in which the Group operates, and consequently to an increase in delinquency rates and default rates among its customers. Similar risks

result from the low level of inflation in developed economies, which in Europe particularly could deteriorate into sustained deflation if policy measures prove ineffective and economic growth weakens. Reduced monetary stimulus and the actions and commercial soundness of other financial institutions have the potential to impact market liquidity. The adverse impact on the credit quality of the Group's customers and counterparties, coupled with a decline in collateral values, could lead to a reduction in recoverability and value of the Group's assets and higher levels of impairment allowances, which could have an adverse effect on the Group's operations, financial condition or prospects.

Accommodative credit conditions in some areas of the world since the global financial crisis have led to a further build-up of debt, with private sector corporate debt in emerging markets growing particularly quickly. Emerging market currency depreciation and rising U.S. interest rates could result in increasing difficulties in servicing this increased debt, especially debt that is denominated in U.S. dollars, possibly leading to debt defaults, which may negatively affect economic growth in emerging markets or globally.

4.4 ***The Group's businesses are inherently subject to the risk of market fluctuations, which could have a material adverse effect on the results of operations, financial condition or prospects of the Group.***

The Group's businesses are inherently subject to risks in financial markets and in the wider economy, including changes in, and increased volatility of, interest rates, inflation rates, credit spreads, foreign exchange rates, commodity, equity, bond and property prices and the risk that its customers act in a manner which is inconsistent with the Group's business, pricing and hedging assumptions. Movements in these markets will continue to have a significant impact on the Group in a number of key areas.

For example, adverse market movements have had and would have an adverse effect, which could be material, upon the financial condition of the defined benefit pension schemes of the Group. The schemes' main exposures are to real rate risk and credit spread risk. These risks arise from two main sources: the "AA" corporate bond liability discount rate and asset holdings.

Banking and trading activities that are undertaken by the Group are also subject to market movements, including interest rate risk, foreign exchange risk, inflation risk and credit spread risk. For example, changes in interest rate levels, interbank margins over official rates, yield curves and spreads affect the interest rate margin realised between lending and borrowing costs. The potential for future volatility and margin changes remains. Competitive pressures on fixed rates or product terms in existing loans and deposits may restrict the Group in its ability to change interest rates applying to customers in response to changes in official and wholesale market rates. The Group has a structural hedge in place to stabilise the net interest margin. There is, however, a risk that in a low rate environment the Group will face margin compression as maturities are reinvested at prevailing market rates.

Changes in foreign exchange rates, including with respect to the U.S. dollar and the euro, affect the Group's financial position and/or forecasted earnings. Foreign exchange risk is actively managed by the Group within a low risk appetite, minimising the Group's exposure to exchange rate fluctuations. However, changes in foreign exchange rates could still result in a significant reduction in the profit of the Group.

4.5 ***Market conditions have resulted, and are expected to result in the future, in material changes to the estimated fair values of financial assets of the Group. Negative fair value adjustments have had, and may continue to have in the future, an adverse effect on the Group's results of operations, financial condition or prospects.***

The Group has exposures to securities, derivatives and other investments, including asset-backed securities, structured investments and private equity investments that are recorded by the Group at fair value. These may be subject to further negative fair value adjustments, particularly in view of the volatile global markets and challenging economic environment. Although credit value adjustments,

debit value adjustments and funding value adjustments are actively managed within the Group, in stressed market conditions adverse movements in these could result in a material charge to the Group's profit and loss account.

In volatile markets, hedging and other risk management strategies (including collateralisation and the purchase of credit default swaps) may not be as effective as they are in normal market conditions, due in part to the decreasing credit quality of hedge counterparties, and general illiquidity in the markets within which transactions are executed. Asset valuations in future periods, reflecting prevailing market conditions, may result in further negative changes in the fair values of the Group's financial assets and these may also translate into increased impairment charges.

In circumstances where fair values are determined using financial valuation models, the Group's valuation methodologies may require it to make assumptions, judgements and estimates in order to establish fair value. These valuation models are complex and the assumptions used are difficult to make and are inherently uncertain. This is particularly relevant in light of uncertainty as to the strength of the global economic recovery and continuing downside risks and may be amplified during periods of market volatility and illiquidity. Any consequential impairments, write-downs or adjustments could have a material adverse effect on the Group's results of operations, capital ratios, financial condition or prospects.

The value ultimately realised by the Group for its securities and other investments may be lower than their current fair value. Any of these factors could require the Group to record further negative fair value adjustments, which may have a material adverse effect on its results of operations, financial condition or prospects. Material losses from the fair value of financial assets will also have an adverse impact on the Group's capital ratios.

4.6 ***The Group's businesses are conducted in competitive environments, with increased competition scrutiny, and the Group's financial performance depends upon management's ability to respond effectively to competitive pressures.***

The markets for UK financial services, and the other markets within which the Group operates, are competitive, and management expects such competition to continue or intensify. This expectation is due to competitor behaviour, new entrants to the market (including a number of new retail banks as well as non-traditional financial services providers), consumer demand, technological changes such as the growth of digital banking, and the impact of regulatory actions and other factors. The Group's financial performance and its ability to maintain existing or capture additional market share depends significantly upon the competitive environment and management's response thereto.

The competitive environment can be, and is, influenced by intervention by the UK Government competition authorities and/or European regulatory bodies and/or governments of other countries in which the Group operates, including in response to any perceived lack of competition within these markets. This may significantly impact the competitive position of the Group relative to its international competitors, which may be subject to different forms of government intervention.

The Competition and Markets Authority (the "**CMA**") launched a full market investigation into competition in the SME banking and personal current account ("**PCA**") markets in November 2014 and published its final report on 9 August 2016, followed by the Retail Banking Market Investigation Order 2017 on 2 February 2017. The key final remedies include: the introduction of "Open Banking", the publication of service quality information and customer information prompts. Recommendations were also made regarding improvements to current account switching, monthly maximum charges for PCA overdraft users, overdraft notifications and additional measures to assist small and medium-sized businesses in comparing the different products available. Compliance costs associated with the implementation of these remedies may be substantial and the implementation of these remedies could have a material adverse effect on the Group's competitive position.

The FCA launched its Strategic Review of Retail Banking Business Models in May 2017 to evaluate matters relating to competition and conduct. This review was intended to ensure that the FCA's regulatory approach remains fit for purpose. The FCA's Final Report into retail banking business models was published in December 2018 and proposed some further work in this area, including ongoing monitoring by the FCA. The outcomes of the review may have a significant impact on the Group's current business model.

Recent political debate on the reform of the UK banking markets, other current or potential competition reviews, the payment systems regulator and the FCA statutory objective to promote competition, along with concurrent competition powers, may lead to proposals or initiatives to reduce regulators' competition concerns, and for greater UK Government and regulatory scrutiny in the future that may impact the Group further. Additionally, the Group may be affected by changes in regulatory oversight following the pension review recommended by the Department for Work and Pensions. For more information on the Group's regulatory environment, see "*Lloyds Bank Group - Regulation - Other Bodies Impacting the Regulatory Regime*".

The internet and mobile technologies are changing customer behaviour and the competitive environment. There has been a steep rise in customer use of mobile banking over the last four years. The Group faces competition from established providers of financial services as well as from banking business developed by non-financial companies, including technology companies with strong brand recognition.

As a result of any restructuring or evolution in the market, there may emerge one or more new viable competitors in the UK banking market or a material strengthening of one or more of the Group's existing competitors in that market. Any of these factors or a combination thereof could result in a significant reduction in the profit of the Group.

4.7 *The Group is exposed to risks related to the uncertainty surrounding the integrity and continued existence of reference rates.*

Reference rates and indices, including interest rate benchmarks, such as the London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and the Canadian dollar bankers' acceptances rate ("**CDOR**"), which are used to determine the amounts payable under financial instruments or the value of such financial instruments ("**Benchmarks**"), have, in recent years, been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing Benchmarks, with further changes anticipated. These reforms and changes may cause a Benchmark to perform differently than it has done in the past or to be discontinued.

At this time, it is not possible to predict the effect of any such reforms and changes, any establishment of alternative reference rates or any other reforms to these reference rates that may be enacted, including the potential or actual discontinuance of LIBOR publication and any transition away from LIBOR.

Uncertainty as to the nature of such potential changes, alternative reference rates or other reforms may adversely affect a broad array of financial products, including any LIBOR-based or EURIBOR-based securities, loans and derivatives that are included in the Group's financial assets and liabilities, that use these reference rates and may impact the availability and cost of hedging instruments and borrowings. If any of these reference rates are no longer available, the Group may incur additional expenses in effecting the transition from such reference rates, and may be subject to disputes, which could have an adverse effect on the Group's results of operations. In addition, it can have important operational impacts through the Group's systems and infrastructure as all systems will need to account for the changes in the reference rates. Any of these factors may have a material adverse effect on the Group's results of operations, financial condition or prospects.

5 Operational Risks

5.1 *The Group could fail to attract or retain senior management, skilled resources or other key employees.*

The Group's success depends on its ability to attract, retain and develop high calibre talent. The SMCR regime may impact the achievement of this aim as the regime includes a criminal offence of reckless misconduct, a statutory "duty of responsibility" to take reasonable steps to prevent regulatory breaches occurring or continuing in the area of the firm for which they have responsibility and increasing use of senior management attestations. In addition, the limits on variable pay and "clawback" requirements pursuant to CRD IV may put the Group at a competitive disadvantage compared to companies who are not subject to such restrictions, with the macroeconomic conditions and negative media attention on the financial services industry possibly adversely impacting employee retention, colleague sentiment and engagement.

In addition, the uncertainty resulting from the UK's exit from the EU, following the referendum decision, on foreign nationals' long-term residency permissions in the UK may make it challenging for the Group to retain and recruit colleagues with relevant skills and experience.

Failure to attract and retain senior management, skilled resources and key employees could have a material adverse effect on the Group's results of operations, financial condition or prospects.

5.2 *Operational risks such as weaknesses or failures in the Group's processes, systems and security and risks due to reliance on third party services and products could materially adversely affect the Group's operations, results of operations, financial condition or prospects, and could result in the reputational damage of the Group.*

Operational risks, through inadequate or failed processes, systems (including financial reporting and risk monitoring processes) or security, or from people-related or external events, including the risk of fraud and other criminal acts carried out against the Group, are present in the Group's businesses. The Group's businesses are dependent on processing and reporting accurately and efficiently a high volume of complex transactions across numerous and diverse products and services, in different currencies and subject to a number of different legal and regulatory regimes. Any weakness or errors in these processes, systems or security could have an adverse effect on the Group's results, reporting of such results, and on the ability to deliver appropriate customer outcomes during the affected period which may lead to an increase in complaints and damage to the reputation of the Group.

Specifically, failure to develop, deliver or maintain effective IT solutions in line with the Group's operating environment could have a material adverse impact on customer service and business operations. Any prolonged loss of service availability could damage the Group's ability to service its customers, could result in compensation costs and could cause long-term damage to the Group's business and brand. Furthermore, failure to protect the Group's operations from increasingly sophisticated cyber-attacks could result in the loss and/or corruption of customer data or other sensitive information. This could be exacerbated by the increase in data protection requirements as a result of GDPR. The resilience of the Group's IT infrastructure is of critical importance to the Group; accordingly, significant investment has been, and will continue to be, made in IT infrastructure and supporting capabilities to ensure its resilience and subsequently the delivery of services to customers. The Group continues to invest in IT, cyber and information security control environments, including activity on user access management and network security controls to address evolving threats. The Group maintains contingency plans for a range of Group specific and industry wide IT failure and cyber-attack scenarios.

The Group adopts a risk based approach to mitigate the internal and external fraud risks it faces, reflecting the current and emerging fraud risks within the market. This approach drives a continual programme of prioritised enhancements to the Group's technology, process and people related

controls, with an emphasis on preventative controls supported by real time detective controls wherever feasible. Group-wide policies and operational control frameworks are maintained and designed to provide customer confidence, protect the Group's commercial interests and reputation, comply with legal requirements and meet regulatory expectations. The Group also plays an active role with other financial institutions, industry bodies and enforcement agencies in identifying and combatting fraud. The Group's fraud awareness programme remains a key component of its fraud control environment. Although the Group devotes significant resources to maintain and regularly update the processes and systems that are designed to protect the security of the Group's systems, software, networks and other technology assets, there is no assurance that all of the Group's security measures will provide absolute security. Any damage to the Group's reputation (including to customer confidence) arising from actual or perceived inadequacies, weaknesses or failures in Group systems, processes or security could have a material adverse effect on the Group's results of operations, financial condition or prospects.

Third parties upon which the Group relies for important products and services could also be sources of operational risk, specifically with regard to security breaches affecting such parties. Many of the operational risks described above also apply when the Group relies on outside suppliers or vendors to provide key components of its business infrastructure. The Group may be required to take steps to protect the integrity of its operational systems, thereby increasing its operational costs. Additionally, any problems caused by these third parties, including as a result of their not providing the Group their services for any reason, their performing their services poorly, or employee misconduct, could adversely affect the Group's ability to deliver products and services to customers and otherwise to conduct business. Replacing these third party vendors or moving critical services from one provider to another could also entail significant delays and expense.

Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that either the Bank or any relevant company within the Group will be unable to comply with its obligations as a company with securities admitted to the Official List or as a supervised firm regulated by the FCA and/or the PRA.

5.3 ***The Group's business is subject to risks related to cyber-crime.***

The Group holds personally identifiable information on its systems aligned to product and services delivered to customers. Protection is delivered in accordance with data protection legislation, including GDPR. The Group relies on the effectiveness of its Group Information and Cyber Security Policy and associated procedures, infrastructure and capabilities to protect the confidentiality and integrity of information held on its IT infrastructure and the infrastructure of third parties on whom the Group relies. The Lloyds Banking Group also takes protective measures against attacks designed to impact the availability of critical business processes to its customers and the Lloyds Banking Group Board and Lloyds Banking Group Risk Committees oversee such measures.

In certain international locations, there are additional regulatory requirements that must be followed for business conducted in that jurisdiction. In the U.S., for example, Lloyds Banking Group was required from February 2018 to formally attest that it complies with specific cyber security requirements put forth by the New York State Department of Financial Services in Part 500 of Title 23 of the Official Compilation of Codes, Rules and Regulations of the State of New York.

Despite preventative measures (including ensuring incident management capability to respond to such events, by way of regulatory notification, for example), the Group's IT infrastructure, and that of third parties on whom the Group relies, may be vulnerable to cyber-attacks, malware, denial of services, unauthorised access and other events that have a security impact. Such an event may impact the confidentiality or integrity of the Group's or its clients', employees' or counterparties' information or the availability of services to customers. As a result of such an event or a failure in the Group's cyber security policies, the Group could experience material financial loss, loss of competitive position, regulatory actions, breach of client contracts, reputational harm or legal liability, which, in turn, could

have a material adverse effect on the Group's results of operations, financial condition or prospects. The Group may be required to spend additional resources to modify its protective measures or to investigate and remediate vulnerabilities or other exposures, and it may be subject to litigation and financial losses that are either not insured against fully or not fully covered through any insurance that it maintains. The Group is committed to continued participation in industry-wide activity relating to cyber risk. This includes working with relevant regulatory and government departments to evaluate the approach the Group is taking to mitigate this risk and sharing relevant information across the financial services sector.

5.4 Terrorist acts, other acts of war, geopolitical events, pandemics or other such events could have a material adverse effect on the Group's results of operations, financial condition or prospects.

Terrorist acts, other acts of war or hostility, geopolitical events, pandemics or other such events and responses to those acts/events may create economic and political uncertainties, which could have a material adverse effect on UK and international macroeconomic conditions generally, and more specifically on the Group's results of operations, financial condition or prospects in ways that cannot necessarily be predicted.

5.5 ***The Group must comply with anti-money laundering, counter terrorist financing, anti-bribery and sanctions regulations, and a failure to prevent or detect any illegal or improper activities fully or on a timely basis could negatively impact customers and expose the Group to liability.***

The Group is required to comply with applicable anti-money laundering, anti-terrorism, sanctions, anti-bribery and other laws and regulations in the jurisdictions in which it operates. These laws and regulations require the Group, amongst other things, to adopt and enforce "know-your-customer" policies and procedures and to report suspicions of money laundering and terrorist financing, and in some countries specific transactions to the applicable regulatory authorities. These laws and regulations have become increasingly complex and detailed, require improved systems and sophisticated monitoring and compliance personnel, and have become the subject of enhanced government and regulatory supervision.

The Group has adopted policies and enhanced its procedures aimed at detecting and preventing the use of its banking network and services for money laundering, financing terrorism, tax evasion, human trafficking, modern day slavery and related activities, applying systems and controls on a risk-based approach throughout its businesses and operations, including through its Financial Intelligence Unit and its interactions with external agencies and other financial institutions. These controls, however, may not completely eliminate instances where third parties seek to use the Group's products and services to engage in illegal or improper activities. In addition, while the Group reviews its relevant counterparties' internal policies and procedures with respect to such matters, the Group, to a large degree, relies upon its relevant counterparties to maintain and properly apply their own appropriate anti-money laundering procedures. Such measures, procedures and compliance may not be completely effective in preventing third parties from using the Group (and its relevant counterparties) as a conduit for money laundering and terrorist financing (including illegal cash operations) without the Group's (and its relevant counterparties') knowledge. If the Group is associated with, or even accused of being associated with, or becomes a party to, money laundering or terrorist financing, the Group's reputation could suffer and it could become subject to fines, sanctions and/or legal enforcement (including being added to any "black lists" that would prohibit certain parties from engaging in transactions with the Group), any one of which could have a material adverse effect on the Group's results of operations, financial condition and prospects.

Furthermore, failure to comply with trade and economic sanctions, both primary and secondary, administered by agencies in the jurisdictions in which the Group operates and to the extent that the Group fails to comply fully with other applicable compliance laws and regulations, the relevant government and regulatory agencies to which it reports have the power and authority to impose fines

and other penalties on the Group, including the revocation of licences. In addition, the Group's business and reputation could suffer if customers use its banking network for money laundering, financing terrorism, or other illegal or improper purposes.

5.6 ***The Group may fail to execute its ongoing strategic change initiatives, and the expected benefits of such initiatives may not be achieved at the time or to the extent expected, or at all.***

In order to maintain and enhance the Group's strategic position, it continues to invest in new initiatives and programmes. The Group acknowledges the challenges faced with delivering these initiatives and programmes alongside the extensive agenda of regulatory and legal changes whilst enhancing systems and controls. In the development of the Group's strategy, the Group considers these demands against its capacity to ensure successful delivery for both customers and shareholders. The Group's strategic plan provides flexibility through a broad range of initiatives with priorities frequently reviewed to adapt to the external environment, where necessary.

As the Group continues to deliver this strategy there is considerable focus on digitisation and ensuring the Group meets customer demands through digital and mobile platforms. This approach will support the Group in achieving its cost targets.

The successful completion of these programmes and the Group's other strategic initiatives requires ongoing subjective and complex judgements, including forecasts of economic conditions in various parts of the world, and can be subject to significant risks. For example, the Group's ability to execute its strategic initiatives successfully may be adversely impacted by a significant global macroeconomic downturn, legacy issues, limitations in the Group's management or operational capacity and capability or significant and unexpected regulatory change in countries in which the Group operates.

Failure to execute the Group's strategic initiatives successfully could have an adverse effect on the Group's ability to achieve the stated targets and other expected benefits of these initiatives, and there is also a risk that the costs associated with implementing such initiatives may be higher than the financial benefits expected to be achieved, which could materially adversely impact the Group's results of operations, financial condition or prospects.

5.7 ***The Group may be unable to fully capture the expected value from acquisitions, which could materially and adversely affect the Group's results of operations, financial conditions or prospects.***

The Group may from time to time undertake acquisitions as part of its growth strategy, which could subject the Group to a number of risks, such as: (i) the rationale and assumptions underlying the business plans supporting the valuation of a target business may prove inaccurate, in particular with respect to synergies and expected commercial demand; (ii) the Group may fail to successfully integrate any acquired business, including its technologies, products and personnel; (iii) the Group may fail to retain key employees, customers and suppliers of any acquired business; (iv) the Group may be required or wish to terminate pre-existing contractual relationships, which could prove costly and/or be executed at unfavourable terms and conditions; (v) the Group may fail to discover certain contingent or undisclosed liabilities in businesses that it acquires, or its due diligence to discover any such liabilities may be inadequate; and (vi) it may be necessary to obtain regulatory and other approvals in connection with certain acquisitions and there can be no assurance that such approvals will be obtained and even if granted, that there will be no burdensome conditions attached to such approvals, all of which could materially and adversely affect the Group's results of operations, financial conditions or prospects.

5.8 ***The Group could be exposed to industrial action and increased labour costs resulting from a lack of agreement with trade unions.***

Within the Group, there are currently two recognised unions for the purposes of collective bargaining. Combined, these collective bargaining arrangements apply to around 95 per cent. of the Bank's total workforce.

Where the Group or its employees or their unions seek to change any of their contractual terms, a consultation and negotiation process is undertaken. Such a process could potentially lead to increased labour costs or, in the event that any such negotiations were to be unsuccessful and result in formal industrial action, the Group could experience a work stoppage that could materially adversely impact its business, financial condition and results of operations.

6 Financial Soundness Related Risks

6.1 *The Group's businesses are subject to inherent risks concerning liquidity and funding, particularly if the availability of traditional sources of funding such as retail deposits or the access to wholesale funding markets becomes more limited.*

Liquidity and funding continues to remain a key area of focus for the Group and the industry as a whole. Like all major banks, the Group is dependent on confidence in the short and long-term wholesale funding markets. Should the Group be unable to continue to source sustainable funding, its ability to fund its financial obligations could be impacted.

The Group's profitability or solvency could be adversely affected if access to liquidity and funding is constrained or made more expensive for a prolonged period of time. Under extreme and unforeseen circumstances, such as the closure of financial markets and uncertainty as to the ability of a significant number of firms to ensure they can meet their liabilities as they fall due, the Group's ability to meet its financial obligations as they fall due or to fulfil its commitments to lend could be impacted through limited access to liquidity (including government and central bank facilities). In such extreme circumstances, the Group may not be in a position to continue to operate without additional funding support, which it may be unable to access. These factors may have a material adverse effect on the Group's solvency, including its ability to meet its regulatory minimum liquidity requirements. These risks can be exacerbated by operational factors such as an over-reliance on a particular source of funding or changes in credit ratings, as well as market-wide phenomena such as market dislocation, regulatory change or major disasters.

In addition, corporate and institutional counterparties may seek to reduce aggregate credit exposures to the Group (or to all banks) which could increase the Group's cost of funding and limit its access to liquidity. The funding structure employed by the Group may also prove to be inefficient, thus giving rise to a level of funding cost where the cumulative costs are not sustainable over the longer term. The funding needs of the Group may increase and such increases may be material to the Group's results of operations, financial condition or prospects. The Group relies on customer savings and transmission balances, as well as ongoing access to the global wholesale funding markets to meet its funding needs. The ability of the Group to gain access to wholesale and retail funding sources on satisfactory economic terms is subject to a number of factors outside its control, such as liquidity constraints, general market conditions, regulatory requirements, the encouraged or mandated repatriation of deposits by foreign wholesale or central bank depositors and the level of confidence in the UK banking system, any of which could have a material adverse effect on the Group's profitability or, in the longer term and under extreme circumstances, its ability to meet its financial obligations as they fall due.

Medium-term growth in the Group's lending activities will rely, in part, on the availability of retail deposit funding on appropriate terms, for which there is increasing competition. For more information, see "*Business and Economic Risks — The Group's businesses are conducted in competitive environments, with increased competition scrutiny, and the Group's financial performance depends upon management's ability to respond effectively to competitive pressures*" above. The ongoing availability of retail deposit funding on appropriate terms is dependent on a variety of factors outside

the Group's control, such as general macroeconomic conditions and market volatility, the confidence of retail depositors in the economy, the financial services industry and the Group, as well as the availability and extent of deposit guarantees. Increases in the cost of retail deposit funding will impact on the Group's margins and affect profit, and a lack of availability of retail deposit funding could have a material adverse effect on the Group's future growth.

Any loss in consumer confidence in the Group could significantly increase the amount of retail deposit withdrawals in a short period of time. Should the Group experience an unusually high and unforeseen level of withdrawals, in such extreme circumstances the Group may not be in a position to continue to operate without additional funding support, which it may be unable to access, which could have a material adverse effect on the Group's solvency.

In recent years, the Group has also made use of central bank funding schemes such as the Bank of England's Term Funding Scheme and Funding for Lending Scheme. Following the closures of these Schemes, the Group will have to replace matured central bank scheme funding, which could cause an increased dependence on term funding issuances. If the wholesale funding markets were to suffer stress or central bank provision of liquidity to the financial markets is abruptly curtailed, or the Group's credit ratings are downgraded, it is likely that wholesale funding will prove more difficult to obtain. Such increased refinancing risk, in isolation or in concert with the related liquidity risks noted above, could have a material adverse effect on the Group's profitability and, in the longer term under extreme and unforeseen circumstances, its ability to meet its financial obligations as they fall due.

6.2 ***The Group's borrowing costs and access to the capital markets are dependent on a number of factors, including any reduction in the Group's longer-term credit rating, and increased costs or reduction in access could materially adversely affect the Group's results of operations, financial condition or prospects.***

A reduction in the credit rating of the Group or deterioration in the capital markets' perception of the Group's financial resilience could significantly increase its borrowing costs and limit its issuance capacity in the capital markets. As an indicator, during 2018, the spread between an index of "A" rated long-term senior unsecured bank debt and an index of similar "BBB" rated bank debt, both of which are publicly available, has averaged 42 basis points. The applicability to and implications for the Group's funding cost would depend on the type of issuance and prevailing market conditions. The impact on the Group's funding cost is subject to a number of assumptions and uncertainties and is therefore impossible to quantify precisely.

Rating agencies regularly evaluate the Group and the Bank, and their ratings of longer-term debt are based on a number of factors, including the Group's financial strength as well as factors not entirely within the Group's control, including conditions affecting the financial services industry generally. In light of the difficulties in the financial services industry and the financial markets, there can be no assurance that the Group or the Bank will maintain their current ratings. Downgrades of the Group's longer-term credit rating could lead to additional collateral posting and cash outflow. The effects of a potential downgrade from all three rating agencies are included in the Group liquidity stress testing.

The regulatory environment in which the Group operates continues to change. Whilst uncertain at present, the Group's borrowing costs and access to capital markets could be affected by the outcome of certain regulatory developments. For further detail on the potential impact of these regulatory developments on the Group's business, see "*Regulatory and Legal Risks — The Group faces risks associated with an uncertain and rapidly evolving international and national prudential, legal and regulatory environment*" above.

6.3 ***The Bank and the Group is subject to the risk of having insufficient capital resources.***

Under PRA requirements, the Group (as the RFB sub-group) became subject to prudential requirements from 1 January 2019. These requirements are in addition to the requirements that the Bank must meet under the existing prudential regime on an individual basis.

If the Bank and/or the Group has or is perceived to have a shortage of capital then it may be subject to regulatory interventions and sanctions and may suffer a loss of confidence in the market with the result that access to liquidity and funding may become constrained or more expensive. Depending on the extent of any actions to improve the capital position there could be a material adverse effect on the Group's business, including its results of operations, financial condition and prospects. This, in turn, may affect the Group's capacity to continue its business operations, pay future dividends and make other distributions or pursue acquisitions or other strategic opportunities, impacting future growth potential. The Bank and/or the Group may address a shortage of capital by taking action to reduce leverage exposures and/or risk-weighted assets, for example by way of business disposals. Such actions may impact the profitability of the Group.

A shortage of capital could arise from:

- a depletion of the Group's capital resources through increased costs or liabilities and reduced asset values which could arise as a result of the crystallisation of credit-related risks, regulatory and legal risks, business and economic risks, operational risks, financial soundness-related risks and other risks; and/or
- an increase in the amount of capital that is needed to be held. This might be driven by a change to the actual level of risk faced by the Group or to changes in the minimum levels required by legislation or by the regulatory authorities.

Risks associated with the regulatory framework are described below:

Within the prevailing UK regulatory capital framework, the Group is subject to extensive regulatory supervision in relation to the levels of capital in its business. New or revised minimum and buffer capital requirements (including systemic and/or countercyclical capital requirements) could be applied and/or the manner in which existing regulatory requirements are applied to the Group could be changed by the regulatory authorities. For example:

- Some of the Group's risk-weighted assets are calculated from the Group's approved models. These are subject to regular review on a rolling basis to ensure that they remain appropriate in prevailing economic and business conditions. In addition, ongoing proposals from the Basel Committee, the EBA and the PRA may result in changes to the Group's approved models, for example in relation to changes in how firms model probability of default and Loss Given Default. These reviews and model implementation may lead to increased levels of risk-weighted assets and/or expected loss, which would lower reported capital ratios.
- The minimum capital requirements derived from risk-weighted assets are supplemented by the PRA, under Pillar 2 of the regulatory capital framework, through bank specific additional minimum requirements (informed by the Group's Internal Capital Adequacy Assessment Process (ICAAP) and set through the PRA's Total Capital Requirement) and through buffer requirements (including a systemic risk buffer which is applicable to the Group as the RFB sub-group). There is a risk that through these Pillar 2 processes the PRA may require the Bank and/or the Group to hold more capital than is currently planned.
- In addition to the risk-based capital framework, the Group (as the RFB sub-group) became subject to UK leverage requirements from 1 January 2019. As at 31 December 2018, the minimum leverage ratio requirement under the UK leverage ratio framework was 3.25 per cent. At least 75 per cent. of the minimum 3.25 per cent. requirement, and the entirety of any buffers that may apply, must be met by Common Equity Tier 1 capital. The calculation of the leverage

ratio under the UK leverage ratio framework differs from CRD IV requirements in that the UK version excludes qualifying central bank claims from the leverage exposure measure. Currently, the UK leverage ratio framework does not give rise to higher capital requirements for the Group than the risk-based capital framework but there is a risk that it could do so as a result of a change in the Group's financial position or a strengthening of the regulatory requirements.

- In addition, the regulatory framework continues to evolve, which may impact the Bank and/or the Group's capital position, for further detail see "*Regulatory and Legal Risks - The Group faces risks associated with an uncertain and rapidly evolving international and national prudential, legal and regulatory environment*" above.

6.4 ***The Group has been and could continue to be negatively affected by the soundness and/or the perceived soundness of other financial institutions, which could result in significant systemic liquidity problems, losses or defaults by other financial institutions and counterparties, and which could materially adversely affect the Group's results of operations, financial condition or prospects.***

The Group is subject to the risk of deterioration of the commercial soundness and/or perceived soundness of other financial services institutions within and outside the UK. Financial services institutions that deal with each other are interrelated as a result of trading, investment, clearing, counterparty and other relationships. This presents systemic risk and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges with which the Group interacts on a daily basis, all of which could have a material adverse effect on the Group's ability to raise new funding.

The Group routinely executes a high volume of transactions with counterparties in the financial services industry, resulting in a significant credit concentration. A default by, or even concerns about the financial resilience of, one or more financial services institutions could lead to further significant systemic liquidity problems, or losses or defaults by other financial institutions, which could have a material adverse effect on the Group's results of operations, financial condition or prospects.

6.5 ***The Group's defined benefit pension schemes are subject to longevity risk which could adversely affect the Group's financial condition.***

The Group's defined benefit pension schemes are exposed to longevity risk. Increases in life expectancy (longevity) beyond current allowances will increase the period over which pension scheme benefits are paid and may adversely affect the Group's financial condition.

7 Other Risks

7.1 ***The Group's financial statements are based, in part, on assumptions and estimates.***

The preparation of the Group's financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of assets, liabilities, income and expenses. Due to the inherent uncertainty in making estimates, actual results reported in future periods may be based upon amounts which differ from those estimates. Estimates, judgements and assumptions are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future periods affected.

In addition, on 1 January 2018, the Group adopted IFRS 9 which addresses aspects of the accounting for financial assets and liabilities. In particular, IFRS 9 introduced a new model for recognising and measuring impairment allowances based on expected credit losses, rather than an incurred loss model previously applied under IAS 39 ("Financial Instruments: Recognition and Measurement"), resulting in the earlier recognition of credit losses.

In applying the accounting policies deemed critical to the Group's results and financial position as set out in the Bank's 2018 Annual Report in "*Note 2 to the accounts – Accounting Policies*", management is required to make significant judgements and estimates, which include impairment losses on loans and receivables, valuation of financial instruments, pensions, insurance and taxation as set out in the Bank's 2018 Annual Report in "*Note 3 to the accounts — Critical accounting judgements and estimates*".

The consolidated financial statements are prepared using judgements, estimates and assumptions based on information available at the reporting date. If one or more of these judgements, estimates and assumptions is subsequently revised as a result of new factors or circumstances emerging, there could be a material adverse effect on the Group's results of operations, financial condition or prospects and a corresponding impact on its funding requirements and capital ratios.

7.2 ***Failure to manage the risks associated with changes in taxation rates or applicable tax laws, or misinterpretation of such tax laws, could materially adversely affect the Group's results of operations, financial condition or prospects.***

Tax risk is the risk associated with changes in taxation rates, applicable tax laws, misinterpretation of such tax laws, disputes with relevant tax authorities in relation to historic transactions, or conducting a challenge to a relevant tax authority. Failure to manage this risk adequately could cause the Group to suffer losses due to additional tax charges and other financial costs including penalties. Such failure could lead to adverse publicity, reputational damage and potentially costs materially exceeding current provisions, in each case to an extent which could have an adverse effect on the Group's results of operations, financial condition or prospects.

RISK FACTORS RELATING TO THE NOTES

8 General risks associated with the Notes

Set out below is a brief description of certain risks relating to the Notes generally.

8.1 Notes are obligations of the Bank only

The Notes are obligations of the Bank only and are not guaranteed by any other entity and accordingly the holders of Notes have recourse in respect thereof only to the Bank.

8.2 Notes are unsecured obligations

All Notes will represent direct, unconditional, unsecured and unsubordinated obligations of the Bank and of no other person. All Notes will rank without any preference among themselves and (save to the extent that laws affecting creditors' rights generally in a bankruptcy or winding-up may give preference to any of such other obligations) equally with all other unsecured and unsubordinated obligations of the Bank.

8.3 Substitution of the Bank

Base General Condition 12(c) (*Substitution of the Bank*) permits the Bank to substitute for the Bank another company subject as provided in Base General Condition 12(c) (*Substitution of the Bank*). Base General Condition 12(c) (*Substitution of the Bank*) provides that no guarantee of the Bank is necessary if the Substitute is its holding company.

8.4 Redemption due to illegality or change in law

If the Bank determines in good faith in accordance with Base General Condition 7(d) (*Redemption for Illegality or Change in Law*) that either (i) it has become or will become unlawful, illegal, or otherwise prohibited in whole or in part or (ii) the Bank will incur a materially increased cost (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax

position of the Bank and/or any of its Affiliates) in performing its obligations under the Notes or in holding, acquiring or disposing of any arrangement made to hedge its positions under the Notes, whether under any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power (but, if not having the force of law, only if compliance with it is in accordance with the general practice of persons to whom it is intended to apply), or in the interpretation thereof (an "**Illegality**"), the Bank may redeem such Notes. If the Bank redeem the Notes, then the Bank will, if and to the extent permitted by applicable law, pay an amount to each Noteholder in respect of each Note equal to the Early Redemption Amount, which amount shall be adjusted to account fully for any Unwind Costs, if specified as applicable in the relevant Final Terms, notwithstanding such unlawfulness, illegality or other prohibition.

8.5 Redemption due to taxation

If at any time a payment of principal or interest in respect of the Notes was to be due (whether or not the same is in fact then due), and the Bank would, for reasons outside its control, be unable, after making reasonable endeavours, to make such payment of principal or interest without having to pay additional amounts as provided or referred to in Base General Condition 9(a) (*Taxation*), the Bank may, at its option, redeem the Notes.

If the Bank redeems the Notes for taxation reasons, then the Bank will pay an amount to each Noteholder in respect of each Note equal to the Early Redemption Amount, which amount shall be adjusted to account fully for any Unwind Costs, if specified as applicable in the relevant Final Terms.

8.6 Noteholder Meetings

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

8.7 Change of law

The terms and conditions of the Notes are based on English law in effect as at the date of issue of the relevant Notes. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of issue of the relevant Notes.

8.8 Expenses and taxes

If Expenses are specified as applicable in the relevant Final Terms, a holder of Notes must pay all Expenses relating to the Notes. As used in the Base General Conditions, "**Expenses**" means all taxes, duties and/or expenses, including any applicable depository charges, transaction, exercise or redemption charges, trading costs, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or taxes or duties arising in connection with the exercise or redemption, as the case may be, of the Notes provided, that, a Noteholder's obligation to pay any taxes or duties described above shall be satisfied to the extent that the Early Redemption Amount already takes into account such amounts.

The Bank will not be liable for, or otherwise obliged to pay, any tax, duty or other payment which may arise as a result of the ownership, transfer, exercise, redemption or enforcement of any Note by any person and all payments and/or deliveries made by the Bank will be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted (whether by operation of law or agreement of the Bank and its agents).

As described fully in Base General Condition 9(a) (*Taxation*), where payments of principal and/or interest in respect of a Note, Receipt or Coupon are subject to deduction for or on account of withholding taxes imposed by the United Kingdom, the Bank will (subject to certain limitations and

exceptions) pay such additional amounts as may be necessary in order that the net amounts of principal and/or interest received by the Noteholders after the deduction shall equal the respective amounts which would have been receivable in the absence of such deduction.

8.9 Potential U.S. Foreign Account Tax Compliance Act withholding

Pursuant to certain provisions of U.S. law, commonly known as FATCA, withholding may be required on, among other things, (i) certain payments made by "foreign financial institutions" ("**foreign passthru payments**"), (ii) dividend equivalent payments (as described below in "*Potential U.S. withholding on Dividend Equivalent Payments*") and (iii) payments of gross proceeds from the disposition of securities that generate dividend equivalent payments, in each case, to persons that fail to meet certain certification, reporting, or related requirements. The Bank is a foreign financial institution for these purposes. A number of jurisdictions (including the United Kingdom) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions.

Certain aspects of the application of FATCA to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to foreign passthru payments, are uncertain and may be subject to change. Proposed Treasury regulations have been issued that provide for (i) the repeal of the 30 per cent. withholding tax applicable to payments of gross proceeds from the sale or other taxable disposition of Notes that generate dividend equivalent payments and (ii) the extension of the date on which withholding applies to foreign passthru payments to the date that is two years after the date of publication in the Federal Register of applicable final regulations defining foreign passthru payments. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Additionally, Notes that are not treated as equity for U.S. federal income tax purposes and that have a defined term generally would be "grandfathered" for purposes of FATCA withholding (i) in respect of foreign passthru payments, if issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register, and (ii) in respect of dividend equivalent payments and payments of gross proceeds on Notes that generate dividend equivalent payments, if issued on or prior to the date that is six months after the date on which Notes of its type are first treated as giving rise to dividend equivalent payments, in each case, unless the Note is materially modified after the relevant grandfathering date (including by reason of a substitution of the Bank). However, if additional notes (as described under "*Terms and Conditions of the Notes – Further Issues*") that are not distinguishable from grandfathered Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including grandfathered Notes, as subject to withholding under FATCA.

In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding. Prospective Noteholders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

8.10 Potential U.S. withholding on Dividend Equivalent Payments

Under Section 871(m) of the Code and the U.S. Treasury regulations thereunder ("**Section 871(m)**"), a "dividend equivalent" payment is treated as a dividend from sources within the United States and will be subject to U.S. withholding tax at a rate of 30 per cent. when paid to a non-U.S. person (unless a lower treaty rate on dividends is applicable). A "dividend equivalent" payment generally includes a payment (or deemed payment) that is contingent upon, or determined by reference to, the payment of a U.S.-source dividend under certain financial instruments. An instrument whose economic characteristics are sufficiently similar to those of an underlying or referenced U.S. security that pays U.S.-source dividends under tests provided in applicable U.S. Treasury regulations will generally be

subject to the Section 871(m) regime (such an instrument, a "**Specified ELI**"). The tests applicable for determining whether an instrument is a Specified ELI will depend on the terms of the relevant instrument and the date on which the instrument is issued, and may be subject to redetermination in connection with certain modifications of the instrument. Similarly, if additional Notes of the same series are issued (or deemed issued for U.S. tax purposes, such as certain sales of Notes out of inventory) after the original issue date, the IRS could treat the issue date for determining whether the existing Notes are Specified ELIs as the date of such subsequent sale or issuance.

Pursuant to a U.S. Internal Revenue Service notice and U.S. Treasury regulations issued prior to the date of this Prospectus, Section 871(m) will not apply to certain financial instruments issued prior to 1 January 2021 if such financial instruments are not "delta one" transactions. In addition, the Section 871(m) regulations provide certain broadly applicable exceptions to characterization as Specified ELIs, in particular for certain instruments linked to certain broad-based indices.

Withholding in respect of dividend equivalents will generally be required when cash payments are made under a Specified ELI to a non-U.S. person or upon the date of maturity, lapse or other disposition by the non-U.S. person of the Specified ELI. If the underlying or referenced U.S. security or securities are treated as paying dividends during the term of the Specified ELI, withholding generally will still be required even if the Specified ELI does not provide for payments explicitly linked to such dividends.

As discussed above, FATCA would impose withholding tax at a rate of 30 per cent. on any payments in respect of a Note that are treated as dividend equivalent payments when paid to persons that fail to meet certain certification, reporting, or related requirements. While a payment with respect to a Note could be subject to U.S. withholding under both FATCA and as a result of being treated as a dividend equivalent payment, the maximum rate of U.S. withholding on such payment would not exceed 30 per cent.

Upon the issuance of a series of Notes, the Bank will state in an attachment to the relevant Final Terms or on the Bank's website if it has determined that the Notes are Specified ELI at the time such Notes are issued, in which case Noteholders should expect to be subject to withholding in respect of any dividend equivalent payments on such Notes. In the event that any withholding would be required pursuant to Section 871(m) with respect to payments on the Notes, no person will be required to pay any additional amounts with respect to amounts so withheld. Additionally, the Bank may withhold the full 30 per cent. tax on any payment on the Notes in respect of any dividend equivalent arising with respect to such Notes regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law (including, for the avoidance of doubt, where a Noteholder is eligible for a reduced tax rate under an applicable tax treaty with the United States). A Noteholder may be able to claim a refund of any excess withholding provided the required information is timely furnished to the U.S. Internal Revenue Service. Prospective investors should consult their tax advisers regarding the consequences to them of the potential application of Section 871(m) to the Notes, including their ability to claim reductions in the amount of withholding, or refunds or credits in respect of amounts withheld, under an applicable tax treaty with the United States.

8.11 Information Reporting Obligations

Information relating to the Notes, their holders and beneficial owners may be required to be provided to tax authorities in certain circumstances pursuant to domestic or international reporting and transparency regimes. This may include (but is not limited to) information relating to the value of the Notes, amounts paid or credited with respect to the Notes, details of the holders or beneficial owners of the Notes and information and documents in connection with transactions relating to the Notes. In certain circumstances, the information obtained by a tax authority may be provided to tax authorities in other countries. Some jurisdictions operate a withholding system in place of, or in addition to, such provision of information requirements.

8.12 Emerging markets

Where the Notes relate to Reference Items which involve emerging market countries, investors should note that the risk of the occurrence and the severity of the consequences of the matters described herein may be greater than they would otherwise be in relation to more developed countries.

Notes that are linked to Reference Items involving an emerging market should be considered speculative. Economies in emerging markets generally are heavily dependent upon international trade and, accordingly, may be affected adversely by trade barriers, foreign exchange controls (including taxes), managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade. These economies also may be affected adversely by their economic, financial, military and political conditions and the supply and demand for such currency in the global markets.

8.13 Notes where denominations involve integral multiples

In the case 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 Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In the case of bearer Notes, a Noteholder who, as a result of trading such amounts, holds a nominal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a nominal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

If definitive Notes 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.

8.14 Early Redemption Amount

The Notes may be redeemed earlier than the date scheduled for redemption. If the Notes are redeemed early (other than pursuant to a Target Auto Redemption Note or Autocall feature), they will be redeemed at the applicable Early Redemption Amount, which will be the fair market value thereof as determined by the Bank, which amount in either case shall be adjusted to account fully for any Unwind Costs if specified as applicable in the relevant Final Terms. Such amount may be less than the nominal amount of such Note, and may not be sufficient such that if an investor were to reinvest such Early Redemption Amount it would, on the scheduled redemption date, be worth an amount equal to the nominal amount of such Note.

8.15 Over-issuance

As part of its issuing, market-making and/or trading arrangements, the Bank may issue more Notes than those which are to be subscribed or purchased by third party investors. The Bank (or any of its affiliates) may hold such Notes for the purpose of meeting any investor interest in the future. Prospective investors in the Notes should therefore not regard the issue size of any Series as indicative of the depth or liquidity of the market for such Series, or of the demand for such Series.

8.16 Noteholders' claims rank junior to those of depositors

If the Bank enters into an insolvent winding-up procedure, the administrator, liquidator or other insolvency practitioner would be expected to make distributions of the Bank's residual assets to its creditors in accordance with a statutory hierarchy or "order of priority".

8.17 Holders of Notes may be required to absorb losses in the event the Bank or the Company become subject to recovery and resolution action

See the risk factor entitled "*The Group and its UK subsidiaries may become subject to the provisions of the Banking Act 2009, as amended, which could have an adverse impact on the Group's business.*"

9 Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors.

9.1 Notes issued at a substantial discount or premium

The market values of Notes issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest bearing Notes. Generally, the longer the remaining term of the Notes, the greater the price volatility as compared to conventional interest-bearing Notes with comparable maturities.

9.2 Notes subject to optional redemption by the Bank

An optional redemption feature is likely to limit the market value of Notes. During any period when the Bank may elect to redeem Notes, or during any period in which there is an actual or perceived increase in the likelihood that the Bank may elect to redeem the Notes in the future, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

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

9.3 Notes subject to automatic redemption

The Bank may issue Notes where the relevant Final Terms may provide that the Bank may, or will automatically redeem the Notes prior to their Maturity Date if a specified event occurs. Such specified event may relate to the level, price, value or performance of one or more Reference Items and/or such factor as compared to a specified level, price, value, barrier, threshold, trigger or other factor, as specified in the applicable Final Terms. The proceeds of any such redemption received by Noteholders in such circumstances may be lower than the Issue Price for the Notes paid by the Noteholder and may be zero. As a consequence, upon such redemption, the Noteholder may not receive the total amount of the capital invested. In addition, investors that choose to reinvest monies they receive on any such redemption that occurs prior to the scheduled Maturity Date may be able to do so only in securities with a lower yield than the redeemed Notes. Such automatic redemption may affect the return on, and the market value of, the Notes.

In addition, the Bank may issue Notes where the relevant Final Terms provide that the Notes will be automatically redeemed prior to their Maturity Date if the total amount of interest paid during the life of the Notes reaches a certain level, as specified in the applicable Final Terms. As a consequence, the amount of interest that investors may receive on such Notes is capped. Investors that choose to reinvest monies they receive on any such redemption may be able to do so only in securities with a lower yield than the redeemed Notes. Such automatic redemption may affect the return on, and the market value of, the Notes.

9.4 Time lag before settlement

In the case of Notes which the Bank is required to redeem prior to their scheduled Maturity Date at the option of the Noteholder, there will be a time lag between the time a Noteholder gives the instruction to redeem and the time the relevant Final Redemption Amount is determined by the Calculation Agent.

Such time lag could be significantly longer, however, particularly in the case of a delay in the redemption of Notes arising from any daily maximum exercise limitation or the occurrence of a Disrupted Day or a Market Disruption Event (if applicable), or following the imposition of any exchange controls or similar regulations affecting the ability to obtain or exchange any relevant currency (or basket of currencies). The applicable Final Redemption Amount may change significantly during any such period.

9.5 General risks and risks relating to Reference Item(s)

A Series of Notes may involve a high degree of risk, which may include, among others, interest, inflation and foreign exchange rate(s), time value and political risks. Prospective purchasers of Notes should recognise that their Notes, other than any Notes having a minimum redemption value, as the case may be, may be worthless on redemption. Purchasers should be prepared to sustain a total loss of their investment in the Notes, except, if so indicated in the relevant Final Terms, to the extent of any minimum redemption value, as the case may be, that is attributable to such Notes. This risk reflects the nature of a Note as an asset which, other factors held constant, tends to decline in value over time and which may become worthless when it is redeemed (except to the extent of any minimum redemption value, as the case may be). See "*Certain factors affecting the value and trading price of Notes*". Prospective purchasers of Notes should be experienced with respect to options and option transactions, should understand the risks of transactions involving the relevant Notes and the relevant Reference Item(s) and should reach an investment decision only after careful consideration, with their advisers, of the suitability of such Notes in light of their particular financial circumstances, the information set forth herein and the information regarding the relevant Notes and the particular Reference Item(s) (if any) to which the value of the relevant Notes may relate, as specified in the relevant Final Terms.

The risk of the loss of some or all of the purchase price of a Note upon maturity or redemption, as the case may be, means that, in order to recover and realise a return upon his or her investment, a purchaser of a Note must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the relevant Reference Item(s) (if any) specified in the relevant Final Terms. Assuming all other factors are held constant, the more a Note is "out-of-the-money" and the shorter its remaining term to redemption the greater the risk that purchasers of such Notes will lose all or part of their investment. The only means through which a Noteholder can realise value from the Note prior to the Maturity Date in relation to such Note (other than, for the avoidance of doubt, any interest that may be payable), is to sell it at its then market price in an available secondary market. See "*Risks relating to the market generally – Possible illiquidity of the Notes in the secondary market*". The Bank makes no representation as to the existence of a secondary market for the Notes. The market value can be expected to fluctuate significantly and investors should be prepared to assume the market risks associated with these Notes.

Fluctuations in the value of the relevant index or basket of indices will affect the value of Index Linked Notes, Inflation Linked Notes linked to an Inflation Index and Commodity Linked Notes linked to one or more Commodity Indices. Fluctuations in the price of the relevant currencies, commodities, or value of the basket of currencies or commodities will affect the value of Currency Linked Notes or Commodity Linked Notes. Fluctuations in inflation and interest rates will affect the value of Inflation Linked Notes. Fluctuations in interest rates will affect the value of Rate Linked Notes. Purchasers of Notes risk losing their entire investment if the value of the relevant Reference Item does not move in the anticipated direction. The Bank may issue several issues of Notes relating to various reference indices, equities, currencies, commodities, underlying rates or combinations thereof as specified in the

relevant Final Terms. However, no assurance can be given that the Bank will issue any Notes other than the Notes to which the particular Final Terms relate. At any given time, the number of Notes outstanding may be substantial. Notes provide opportunities for investment and pose risks to investors as a result of fluctuations in the value of the Reference Item. Notes on currencies or commodities are priced primarily on the basis of the value of underlying securities, whilst Index Linked Notes, Inflation Linked Notes and Commodity Linked Notes linked to one or more Commodity Indices are priced primarily on the basis of present and expected values of the reference index (or basket of indices) specified in the relevant Final Terms.

9.6 Certain factors affecting the value and trading price of Notes

The difference between the trading price and the Final Redemption Amount will reflect, among other things, the "time value" of the Notes. The "time value" of the Notes will depend partly upon the length of the period remaining to redemption and expectations concerning the value of the reference equity, currency or commodity (or basket of shares, currencies or commodities), index (or basket of indices) or other basis of reference (if any) as specified in the relevant Final Terms. Notes offer hedging and investment diversification opportunities, but also pose some additional risks with regard to interim value. The interim value of the Notes varies with the price level of the Reference Item(s) as specified in the relevant Final Terms, as well as due to a number of other interrelated factors, including those specified herein.

Before selling Notes, Noteholders should carefully consider, among other things, (A) the trading price of the Notes, (B) the value and volatility of the Reference Item(s) (if any) as specified in the relevant Final Terms, (C) the time remaining to redemption, (D) the probable range of Final Redemption Amounts (E) any change(s) in interim interest rates and dividend yields (if applicable), (F) any change(s) in currency exchange rates, (G) the depth of the market or liquidity of the Reference Item(s) as specified in the relevant Final Terms and (H) any related transaction costs.

10 Additional risks associated with Notes that are linked to Reference Item(s)

10.1 Risks relating to Reference Item(s) generally

Reference Item Linked Notes involve a high degree of risk. Reference Item Linked Notes provide opportunities for investment and pose risks to investors as a result of fluctuations in the value of the Reference Item(s) to which such Reference Item Linked Notes relate.

Prospective investors in Reference Item Linked Notes should understand the risks of transactions involving Reference Item Linked Notes and should reach an investment decision only after careful consideration, with their advisers, of the suitability of such Reference Item Linked Notes in light of their particular financial circumstances, the information set forth herein and the information regarding the relevant Reference Item Linked Notes and the particular Reference Item(s) to which the value of, or payments in respect of, the relevant Reference Item Linked Notes may relate, as specified in the relevant Final Terms.

As the Interest Amounts or other amounts payable periodically and/or the Final Redemption Amount and/or (in the case of Autocall Notes) the timing of redemption may be linked to the performance of the relevant Reference Item(s), an investor in a Reference Item Linked Note must generally be knowledgeable as to, and take a view with respect to, the direction, timing and magnitude of an anticipated change in the value of the relevant Reference Item(s).

Where the relevant Final Terms specify one or more Reference Items, the relevant Reference Item Linked Notes will represent an investment linked to the economic performance of such Reference Item(s) and prospective investors should note that the return (if any) on their investment in Reference Item Linked Notes will depend upon the performance of such Reference Item(s). Potential investors should also note that, whilst the market value of such Reference Item Linked Notes is linked to such

Reference Item(s) and will be influenced (positively or negatively) by such Reference Item(s), any change may not be comparable and may be disproportionate to the nominal amount or calculation amount of such Note, for example because of leveraging. It is impossible to predict how the level of the relevant Reference Item(s) will vary over time. In contrast to a direct investment in the relevant Reference Item(s), Reference Item Linked Notes represent the right to receive payment of the Final Redemption Amount, as well as periodic payments of interest (if specified in the relevant Final Terms), all or some of which may be determined by reference to the performance of the relevant Reference Item(s). The relevant Final Terms will set out the provisions for the determination of the Final Redemption Amount and/or any periodic payments and (in the case of Autocall Notes) for the relevant trigger for early redemption.

PROSPECTIVE INVESTORS MUST REVIEW THE RELEVANT FINAL TERMS TO ASCERTAIN WHAT THE RELEVANT REFERENCE ITEM(S) ARE AND TO SEE HOW THE FINAL REDEMPTION AMOUNT AND/OR ANY PERIODIC PAYMENTS OF INTEREST OR OTHERWISE ARE DETERMINED AND WHEN ANY SUCH AMOUNTS ARE PAYABLE AND/OR DELIVERABLE, AS THE CASE MAY BE, BEFORE MAKING ANY DECISION TO PURCHASE ANY REFERENCE ITEM LINKED NOTES.

Fluctuations in the value and/or volatility of the relevant Reference Item(s) may affect the value of the relevant Reference Item Linked Notes. Investors in Reference Item Linked Notes may risk losing their entire investment if the value of the relevant Reference Item(s) does not move in the anticipated direction.

There is no guaranteed minimum return on many Reference Item Linked Notes.

Other factors which may influence the market value of Reference Item Linked Notes include interest rates, potential dividend or interest payments (as applicable) in respect of the relevant Reference Item(s), changes in the method of calculating the level of the relevant Reference Item(s) from time to time and market expectations regarding the future performance of the relevant Reference Item(s), its composition and such Reference Item Linked Notes.

If any of the relevant Reference Item(s) is an index, the value of such Reference Item on any day will reflect the value of its constituents on such day. Changes in the composition of such Reference Item and factors (including those described above) which either affect or may affect the value of the constituents, will affect the value of such Reference Item and therefore may affect the return on an investment in Reference Item Linked Notes.

The Bank may issue several issues of Reference Item Linked Notes relating to particular Reference Item(s). However, no assurance can be given that the Bank will issue any Reference Item Linked Notes other than the Reference Item Linked Notes to which the relevant Final Terms relate. At any given time, the number of Reference Item Linked Notes outstanding may be substantial.

10.2 Certain considerations regarding hedging

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

In the case of Notes relating to a currency or commodity (or basket of currencies or commodities), the Bank and/or any of its Affiliates or agents may from time to time hedge the Bank's obligations under such Notes (and under other instruments and over-the-counter contracts issued by or entered into from

time to time by the Bank or any of its Affiliates or agents relating to such securities) by taking positions, directly or indirectly, in such equity, currency or commodity (or basket of currencies or commodities). Although the Bank has no reason to believe that such hedging activities will have a material impact on the price of any equity, currency or commodity, there can be no assurance that such hedging activities will not adversely affect the value of the Notes.

The historical experience of the relevant Reference Item should not be viewed as an indication of the future performance of such Reference Item during the term of any Reference Item Linked Notes. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Reference Item Linked Notes and the suitability of such Notes in light of its particular circumstances.

10.3 Disruption events and adjustment provisions

If an issue of Reference Item Linked Notes includes provisions dealing with the occurrence of disruption events and the Bank determines that, in relation to such Notes, a relevant date is a Disrupted Day, any consequential postponement or any alternative provisions for valuation provided in any Notes may have an adverse effect on the value of such Notes. If so specified in the relevant Final Terms, the postponement of a valuation date may result in the postponement of the day on which payment of interest and/or principal is made beyond the date scheduled for payment.

Where the Additional Disruption Asset Conditions are applicable, the Notes may be subject to adjustment or substitution of an affected Reference Item with an alternative Reference Item, or may be redeemed in the event of certain Additional Disruption Events occurring. Prospective investors should review the Conditions to ascertain whether and how such provisions apply to the Notes.

An investor in the Notes should ensure he fully understands the nature of the disruption events and possible consequences and fallbacks that could impact the Notes or any relevant Reference Item(s). The occurrence of any applicable disruption event may affect adversely the investors' investment schedule, timetable or plans with which the payment dates of the Notes are in connection.

10.4 Potential conflicts of interest

In the ordinary course of its business, including, without limitation, in connection with its market making activities, the Bank and/or any of its Affiliates may effect transactions for its own account or for the account of its customers and hold long or short positions in any Reference Item(s) or related derivatives. In addition, in connection with the offering of any Notes, the Bank and/or any of its Affiliates may enter into one or more hedging transactions with respect to any Reference Item(s) or related derivatives. In connection with such hedging or market-making activities or with respect to proprietary or other trading activities by the Bank and/or any of its Affiliates, the Bank and/or any of its Affiliates may enter into transactions in any Reference Item(s) or related derivatives which may affect the market price, liquidity or value of the relevant Notes and which could be deemed to be adverse to the interests of the relevant Noteholders.

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

The Bank and/or any Dealer may at the date hereof or at any time hereafter be in possession of information in relation to one or more Reference Items that is or may be material in the context of an issue of Notes and may or may not be publicly available to Noteholders. There is no obligation on the Bank or any Dealer to disclose to Noteholders any such information, except for the Bank's obligations to disclose inside information, regulated information and significant new factors in relation to the

information contained in this Prospectus under the Disclosure and Transparency Rules, Listing Rules and Prospectus Rules (as set out in the FCA Handbook).

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

10.5 Floating Rate Notes, Structured Rate Notes and Structured Redemption Notes referencing or linked to benchmarks

Benchmarks have, in recent years, been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing Benchmarks, with further changes anticipated. These reforms and changes may cause a Benchmark to perform differently than it has done in the past or to be discontinued. Any change in the performance of a Benchmark or its discontinuation, could have a material adverse effect on any Notes referencing or linked to such Benchmark.

In 2012, a review, undertaken at the request of the UK government, on the setting and usage of LIBOR, resulted in an initiative to devise new methodologies for determining representative inter-bank lending rates and, ultimately, so-called 'risk free' rates that may be used as an alternative to LIBOR in certain situations.

Following this review, the International Organisation of Securities Commissions ("**IOSCO**") created a task force to draft principles to enhance the integrity, reliability and oversight of Benchmarks generally. This resulted in publication by the Board of IOSCO, in July 2013, of nineteen principles which are to apply to Benchmarks used in financial markets (the "**IOSCO Principles**"). The IOSCO Principles provide an overarching framework for Benchmarks used in financial markets and are intended to promote the reliability of Benchmark determinations and address Benchmark governance, quality and accountability mechanisms. The Financial Stability Board subsequently undertook a review of major interest rate Benchmarks and published a report in 2014, outlining its recommendations for change, to be implemented in accordance with the IOSCO Principles. In addition, in June 2016, the Benchmark Regulation came into force. The Benchmark Regulation implements a number of the IOSCO Principles and the majority of its provisions applied from 1 January 2018.

In a speech on 27 July 2017, Andrew Bailey, the Chief Executive of the FCA, questioned the sustainability of LIBOR in its current form, and advocated a transition away from reliance on LIBOR to alternative reference rates. He noted that currently there is wide support among the LIBOR panel banks for voluntarily sustaining LIBOR until the end of 2021, facilitating this transition. At the end of this period, it is the FCA's intention that it will not be necessary to sustain LIBOR through its influence or legal powers by persuading, or obliging banks to submit to LIBOR. Therefore, the continuation of LIBOR in its current form (or at all) after 2021 cannot be guaranteed.

Any changes to the administration of, or the methodology used to obtain, a Benchmark or the emergence of alternatives to a Benchmark as a result of these reforms, may cause the relevant Benchmark to perform differently than in the past or to be discontinued, or there could be other consequences which cannot be predicted. The potential discontinuation of a Benchmark or changes to its administration could require changes to the way in which the Rate of Interest or redemption amount

is calculated in respect of any Notes referencing or linked to a Benchmark. The development of alternatives to a Benchmark may result in Notes linked to or referencing the relevant Benchmark performing differently than would otherwise have been the case if such alternatives to such Benchmarks had not developed. Any such consequence could have a material adverse effect on the value of, and return on, any Notes referencing or linked to a Benchmark.

Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such Benchmark may adversely affect such Benchmark during the term of the relevant Notes, the return on the relevant Notes and the trading market for securities based on the same Benchmark.

The "*Terms and Conditions of the Notes*" provide for certain fallback arrangements in the event that a published Benchmark, including an inter-bank offered rate such as LIBOR, EURIBOR or other relevant reference rates, (including any page on which such Benchmark may be published (or any successor service)) becomes unavailable or a Benchmark Rate Event otherwise occurs, including the possibility that the rate of interest or other amounts payable under the relevant Notes could be set by reference to a successor rate or an alternative reference rate and that such successor rate or alternative reference rate may be adjusted (if required) as a result of the replacement of the relevant Benchmark. In certain circumstances, the fallback for the purposes of calculation of interest or other amounts payable under the relevant Notes may be based on a determination to be made by the Calculation Agent or by the Bank and may result in the last published rate for a Benchmark being used. This may result in the effective application of a fixed rate for Floating Rate Notes, Structured Rate Notes and Structured Redemption Notes. The unavailability of the relevant Benchmark may result in the early redemption of such Notes at the Early Redemption Amount (which may be less than the amount invested in such Notes). In addition, due to the uncertainty concerning the availability of successor rates and alternative reference rates, the relevant fallback provisions may not operate as intended at the relevant time.

Any such consequences could have a material adverse effect on the trading market for, liquidity of value of and return on any such Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Bank to meet its obligations under the Floating Rate Notes, Structured Rate Notes or Structured Redemption Notes or could have a material adverse effect on the value or liquidity of, and any amount payable under, the Floating Rate Notes, Structured Rate Notes or Structured Redemption Notes. Investors should consider these matters when making their investment decision with respect to the relevant Floating Rate Notes, Structured Rate Notes or Structured Redemption Notes.

The market continues to develop in relation to risk free rates (including overnight rates) as reference rates for Floating Rate Notes

Investors should be aware that the market continues to develop in relation to risk free rates, such as the Sterling Overnight Index Average ("**SONIA**") and the Secured Overnight Financing Rates ("**SOFR**"), as reference rates in the capital markets and their adoption as alternatives to the relevant interbank offered rates LIBOR. In addition, market participants and relevant working groups are exploring alternative reference rates based on risk free rates, including term SONIA and SOFR reference rates (which seek to measure the market's forward expectation of an average SONIA or SOFR rate over a designated term). The market or a significant part thereof may adopt an application of risk free rates that differs significantly from that set out in the Conditions and used in relation to Floating Rate Notes that reference a risk free rate issued under this Prospectus. Interest on Notes which reference a risk free rate is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference such risk free rates to reliably estimate the amount of interest which will be payable on such Notes. Further, if the Notes become due and payable under Base General Condition 11 (*Events of Default and Enforcement*), the Rate of Interest payable

shall be determined on the date the Notes became due and payable and shall not be reset thereafter. Investors should consider these matters when making their investment decision with respect to any such Floating Rate Notes.

11 Additional risks associated with Notes that are linked to a particular Reference Item

11.1 Risks associated with Indices as Reference Items

An investment in Index Linked Notes entails significant risks in addition to those associated with investments in a conventional debt security.

(a) Factors affecting the performance of Indices may adversely affect the value of the Notes

Indices comprise a synthetic portfolio of shares or other assets and, as such, the performance of an Index is dependent upon the macroeconomic factors relating to the shares or other components that comprise such Index, which may include interest rates and price levels on the capital markets, currency developments, political factors and (in the case of shares) company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy.

(b) Exposure to the risk that returns on the Notes do not reflect direct investment in underlying equities or other items comprising the Index

The return payable on Notes that reference Indices may not reflect the return an investor would realise if he or she actually owned the relevant items comprising the components of the Index. For example, if the components of the Indices are shares, Noteholders will not receive any dividends paid on those shares and will not participate in the return on those dividends unless the relevant Index takes such dividends into account for purposes of calculating the relevant level. Similarly, Noteholders will not have any voting rights in the underlying equities or any other assets which may comprise the components of the relevant Index. Accordingly, investors in Notes that reference Indices as Reference Items may receive a lower payment upon settlement or redemption of such Notes than such investor would have received if he or she had invested in the components of the Index directly.

(c) Loss of return of dividends in respect of most Notes linked to equity Indices

The rules governing the composition and calculation of the relevant underlying Index might stipulate that dividends distributed on its components do not lead to a rise in the index level, for example, if it is a "price" index, which may lead to a decrease in the index level if all other circumstances remain the same. As a result, in such cases, the Noteholders of Notes in respect of which a Reference Item is such an Index will not participate in dividends or other distributions paid on the components comprising the Index. Even if the rules of the relevant underlying Index provide that distributed dividends or other distributions of the components are reinvested in the Index and therefore result in raising its level, in some circumstances, the dividends or other distributions may not be fully reinvested in such Index.

(d) A change in the composition or discontinuance of an Index could adversely affect the market value of the Notes

The sponsor of any Index can add, delete or substitute the components of such Index or make other methodological changes that could change the level of one or more components. The modification of components of any Index may affect the level of such Index, as a newly added component may perform significantly worse or better than the component it replaces, which in turn may affect the payments made by the Bank to the investors in the Notes. The sponsor of any such Index may also alter, discontinue or suspend calculation or dissemination of such Index. The sponsor of an Index will have no involvement in the offer and sale of the Notes and

will have no obligation to any investor in such Notes. The sponsor of an Index may take any actions in respect of such Index without regard to the interests of the investor in the Notes, and any of these actions could adversely affect the market value of the Notes.

(e) Exposure to Index Modification, Index Cancellation, Index Disruption and Correction of Index Levels

The Calculation Agent or the Bank has broad discretion to make certain determinations and adjustments, to replace the original Reference Item with another and/or to cause early redemption of the Notes, any of which may be adverse to Noteholders in connection with Index Modification, Index Cancellation, and Index Disruption. The Calculation Agent or the Bank may determine that the consequence of any such event is to make adjustments to the Notes, or to replace such Index with another or to cause early redemption of the Notes. The Calculation Agent may (subject to the terms and conditions of the relevant Notes) also amend the relevant Index Level due to corrections in the level reported by the Index Sponsor.

(f) There are additional risks in relation to Commodity Indices

See risk factor "*Risks associated with Commodities as Reference Items – Additional risks in relation to the "rolling" of commodity futures contracts (including commodity futures contracts which are components of a Commodity Index)*".

11.2 Risks associated with Inflation Indices as Reference Items

Inflation Linked Notes may be settled or redeemed by the Bank by reference to the level of an inflation index (an "**Inflation Index**"). Interest payable on Inflation Linked Notes may be calculated by reference to the level of an inflation index.

Where the Notes are Inflation Linked Notes and there is a delay in publication of the level of an Inflation Index, the level of such Inflation Index ceases to be published, such Inflation Index is rebased, there is a material change to such index or there has been a manifest error in the publication of the level of such Inflation Index, the Bank may either require the Calculation Agent to determine if such event has a material effect on the Notes and, if so, to adjust the level of such Inflation Index for the affected Reference Month as further described in Asset Condition 2.1 (*Inflation Index Delay and Disruption Event Provision*), to substitute such Inflation Index with an alternative index or the Bank may elect to give notice to the Noteholders in accordance with Asset Condition 2.1 (*Inflation Index Delay and Disruption Event Provision*) and redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount, which amount shall be adjusted to account fully for any Unwind Costs if specified as applicable in the relevant Final Terms.

11.3 Risks associated with FX Rates as Reference Items

An investment in Currency Linked Notes entails significant risks in addition to those associated with investments in a conventional debt security.

(a) Factors affecting the performance of the relevant foreign exchange rate may adversely affect the value of the Notes

The foreign exchange rate(s) to which the Notes are linked will affect the nature and value of the investment return on the Notes. The performance of foreign exchange rates is dependent upon the supply and demand for currencies in the international foreign exchange markets, which are subject to economic factors, including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility and safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks. Such measures include, without limitation, imposition of regulatory controls or taxes, issuance of a

new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates and the availability of a specified currency.

(b) Lloyds is a major foreign exchange dealer and is subject to conflicts of interest

Investors should note that certain affiliates of the Bank are regular participants in the foreign exchange markets and in the ordinary course of their business may effect transactions for their own account or for the account of their customers and hold long and short positions in currencies and related derivatives, including in the currencies of the relevant FX Rate(s). Such transactions may affect the relevant FX Rate(s), the market price, liquidity or value of the Notes and could be adverse to the interests of Noteholders. No Affiliate of the Bank has any duty to enter into such transactions in a manner which is favourable to Noteholders. See "*General risks associated with the Notes – Potential conflicts of interest*".

(c) Currencies of emerging markets jurisdictions pose particular risks

Currency Linked Notes linked to emerging market currencies may experience greater volatility and less certainty as to the future levels of such emerging market currencies or their rate of exchange as against other currencies. See "*General risks associated with the Notes – Emerging markets*".

11.4 Risks associated with Commodities as Reference Items

An investment in Commodity Linked Notes entails significant risks in addition to those associated with investments in a conventional debt security.

(a) Factors affecting the performance of Commodities may adversely affect the value of the Notes; Commodity prices may be more volatile than other asset classes

Trading in commodities is speculative and may be extremely volatile. Commodity prices are affected by a variety of factors that are unpredictable, including, for example, changes in supply and demand relationships, weather patterns and extreme weather conditions, governmental programmes and policies, national and international political, military, terrorist and economic events, fiscal, monetary and exchange control programmes, changes in interest and exchange rates and changes and suspensions or disruptions of market trading activities in commodities and related contracts. Commodity prices may be more volatile than other asset classes, making investments in commodities riskier than other investments.

(b) Commodities may reference physical commodities or commodity contracts, and certain commodity contracts may be traded on unregulated or "under-regulated" exchanges

Commodities comprise both (i) "physical" commodities, which need to be stored and transported, and which are generally traded at a "spot" price, and (ii) commodity contracts, which are agreements either to (A) buy or sell a set amount of an underlying physical commodity at a predetermined price and delivery period (which may be referred to as a delivery month) or to (B) make and receive a cash payment based on changes in the price of the underlying commodity.

Commodity contracts may be traded on regulated specialised futures exchanges (such as futures contracts). Commodity contracts may also be traded directly between market participants "over-the-counter" on trading facilities that are subject to lesser degrees of regulation or, in some cases, no substantive regulation. Accordingly, trading in such "over-the-counter" contracts may not be subject to the same provisions as, and the protections afforded to, contracts traded on

regulated specialised futures exchanges, and there may therefore be additional risks related to the liquidity and price histories of the relevant contracts.

(c) *Commodity Linked Notes which are linked to commodity futures contracts may provide a different return than Commodity Linked Notes linked to the relevant physical commodity and will have certain other risks*

The price of a futures contract on a commodity will generally be at a premium or at a discount to the spot price of the underlying commodity. This discrepancy is due to such factors as (i) the need to adjust the spot price due to related expenses (e.g. warehousing, transport and insurance costs) and (ii) different methods being used to evaluate general factors affecting the spot and the futures markets. In addition, and depending on the commodity, there can be significant differences in the liquidity of the spot and the futures markets. Accordingly, Commodity Linked Notes which are linked to commodity futures contracts may provide a different return than Commodity Linked Notes linked to the relevant physical commodity.

Investments in futures contracts involve certain other risks, including potential illiquidity. A holder of a futures position may find that such position becomes illiquid because certain commodity exchanges limit fluctuations in such futures contract prices pursuant to "daily limits". Once the price of a particular futures contract has increased or decreased by an amount equal to the daily limit, positions in the contract can neither be taken nor liquidated unless holders are willing to effect trades at or within the limit. This could prevent a holder from promptly liquidating unfavourable positions and subject it to substantial losses. Futures contract prices in various commodities occasionally have exceeded the daily limit for several consecutive days with little or no trading. Any such losses in such circumstances could have a negative adverse effect on the return of any Notes, the Reference Item of which is the affected futures contract.

In the case of a direct investment in commodity futures contracts, the invested capital may be applied in whole or in part by way of collateral in respect of the future claims of the respective counterparties under the commodity futures contracts. Such capital will generally bear interest, and the interest yield will increase the return of the investor making such direct investment. However, Noteholders of Notes linked to the price of commodity futures contracts do not participate in such interest yields from the hypothetical fully collateralised investment in commodity futures contracts.

(d) *Additional risks in relation to the "rolling" of commodity futures contracts (including commodity futures contracts which are components of a Commodity Index)*

Commodity contracts have a predetermined expiration date – i.e. a date on which trading of the commodity contract ceases. Holding a commodity contract until expiration will result in delivery of the underlying physical commodity or the requirement to make or receive a cash settlement. Alternatively, "rolling" the commodity contracts means that the commodity contracts that are nearing expiration (the "**near-dated commodity contracts**") are sold before they expire and commodity contracts that have an expiration date further in the future (the "**longer-dated commodity contracts**") are purchased. Investments in commodities apply "rolling" of the component commodity contracts in order to maintain an ongoing exposure to such commodities.

"Rolling" can affect the value of an investment in commodities in a number of ways, including:

(i) The investment in commodity contracts may be increased or decreased through "rolling"

Where the price of a near-dated commodity contract is greater than the price of the longer-dated commodity contract (the commodity is said to be in "backwardation"), then

"rolling" from the former to the latter will result in exposure to a greater number of the longer-dated commodity contract being taken. Therefore, any loss or gain on the new positions for a given movement in the prices of the commodity contract will be greater than if one had synthetically held the same number of commodity contracts as before the "roll". Conversely, where the price of the near-dated commodity contract is lower than the price of the longer-dated commodity contract (the commodity is said to be in "contango"), then "rolling" will result in exposure to a smaller number of the longer-dated commodity contract being taken. Therefore, any gain or loss on the new positions for a given movement in the prices of the commodity contract will be less than if one had synthetically held the same number of commodity contracts as before the "roll".

(ii) Where a commodity contract is in contango (or, alternatively, backwardation), such may be expected to (though it may not) have a negative (or, alternatively, positive) effect over time

Where a commodity contract is in "contango", then the price of the longer-dated commodity contract will generally be expected to (but may not) decrease over time as it nears expiry. In such event, rolling is generally expected to have a negative effect on an investment in the commodity contract. Where a commodity contract is in "backwardation", then the price of the longer-dated commodity contract will generally be expected to (but may not) increase over time as it nears expiry. In such event, the investment in the relevant commodity contract can generally be expected to be positively affected.

In the case of Commodity Linked Notes which are linked to a Commodity which is a commodity contract, the referenced commodity contract will simply be changed without liquidating or entering into any positions in the commodity contracts. Accordingly, the effects of "rolling" described above do not apply directly to the Reference Item and the Notes. Thus, an investor will not participate directly in possible effects of "rolling". However, other market participants may act in accordance with the mechanism of "rolling" and such behaviour may have an indirect adverse impact on the value of the Reference Item and therefore on the Notes.

Commodity indices are indices which track the performance of a basket of commodity contracts on certain commodities, depending on the particular index. The weighting of the respective commodities included in a commodity index will depend on the particular index, and is generally described in the relevant index rules of the index. Commodity indices apply "rolling" of the component commodity contracts in order to maintain an ongoing exposure to such commodities. Specifically, as a commodity contract is required to be rolled pursuant to the relevant index rules, the commodity index is calculated as if exposure to the commodity contract was liquidated and exposure was taken to another (generally longer-dated) commodity contract for an equivalent exposure. Accordingly, the same effects as described above with regard to "rolling" on the value of a Reference Item of the Notes also apply with regard to the index level of a Commodity index.

(e) Legal and regulatory changes relating to the commodities may lead to an early redemption

Commodities are subject to legal and regulatory regimes that may change in ways that could affect the ability of the Bank and/or any entities acting on behalf of the Bank engaged in any underlying or hedging transactions in respect of the Bank's obligations in relation to the Notes to hedge the Bank's obligations under the Notes, and/or could lead to the early redemption of the Notes.

Commodities are subject to legal and regulatory regimes in the United States and in other countries that may change in ways that could negatively affect the value of the Notes.

In addition, if the Calculation Agent determines that a Hedging Disruption has occurred, including any legal or regulatory changes that the Calculation Agent determines have interfered with the ability of the Bank, any Hedging Party and/or any entities acting on behalf of the Bank engaged in any underlying or hedging transactions in respect of the Bank's obligations in relation to the Notes to hedge the Bank's obligations under the Notes, or if for any other reason the Bank and/or any entities acting on behalf of the Bank engaged in any underlying or hedging transactions in respect of the Bank's obligations in relation to the Notes is/are unable to enter into or maintain hedge positions to hedge the Bank's obligations under the Notes, the Bank may, in its sole and absolute discretion, redeem the Notes prior to maturity by payment of an Early Redemption Amount, which amount shall be adjusted to account fully for any Unwind Costs, if specified as applicable in the relevant Final Terms, and which may be less than the purchase price of the Notes or may amend the terms of the Notes instead as it determines appropriate to account for such event. If the payment on the Notes is accelerated, a Noteholder's investment may result in a loss and a Noteholder may not be able to reinvest the proceeds in a comparable investment.

11.5 Risks associated with Underlying Rates as Reference Items

The performance of Rate Linked Notes is subject to the level of one or more interest rates, which will be subject to fluctuations over time. Such fluctuations could adversely affect the amount payable on, and the value of, the Notes.

Underlying Rates may be subject to fallbacks if the relevant rate is not published. Payment on the Notes may be delayed as a result.

11.6 Risks associated with baskets comprising various constituents as Reference Items

(a) Exposure to performance of basket and its underlying constituents

Where the Notes reference a basket of assets as Reference Items, the investors in such Notes are exposed to the performance of such basket. The investors will bear the risk of the performance of each of the basket constituents. See, as applicable, "*Risks associated with Indices as Reference Items*", "*Risks associated with Inflation Indices as Reference Items*", "*Risks associated with Foreign Exchange Rates as Reference Items*" and "*Risks associated with Commodities as Reference Items*".

(b) A high correlation of basket constituents may have a significant effect on amounts payable

Correlation of basket constituents indicates the level of interdependence among the individual basket constituents with respect to their performance. If, for example, all of the basket constituents originate from the same sector and the same country, a high positive correlation may generally be assumed. Past rates of correlation may not be determinative of future rates of correlation: investors should be aware that, though basket constituents may not appear to be correlated based on past performance, it may be that they suffer the same adverse performance following a general downturn or other economic or political event. Where the basket constituents are subject to high correlation, any move in the performance of the basket constituents will exaggerate the performance of the Notes.

(c) The negative performance of a single basket constituent may outweigh a positive performance of one or more other basket constituents

Investors in Notes must be aware that, even in the case of a positive performance of one or more basket constituents, the performance of the basket as a whole may be negative if the performance of the other basket constituents is negative to a greater extent, subject to the terms and conditions of the relevant Notes.

(d) *A small basket, an unequally weighted basket or a "best of" or "worst of" basket will generally leave the basket more vulnerable to changes in the value of any particular basket constituent*

The performance of a basket that includes a fewer number of basket constituents will generally, subject to the terms and conditions of the relevant Notes, be more affected by changes in the value of any particular basket constituent included therein than a basket that includes a greater number of basket constituents.

The performance of a basket that gives greater weight to some basket constituents or bases the level of the entire basket only on the value of one of the basket constituents will generally, subject to the terms and conditions of the relevant Notes, be more affected by changes in the value of any such particular basket constituent included therein than a basket that gives relatively equal weight to each basket constituent.

(e) *A change in composition of a basket may have an adverse effect on basket performance*

Where the Notes grant the Calculation Agent the right, in certain circumstances, to adjust the composition of the basket, investors should be aware that any replacement basket constituent may perform differently from the anticipated performance of the original basket constituent, which may have an adverse effect on the performance of the basket.

12 General risks relating to Notes with structured payouts

The Bank may issue Notes with principal or interest determined by reference to one or more Reference Item. In addition, the Bank may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

(a) the market price of any such Notes may be volatile;

(b) they may receive no interest;

(c) payment of principal or interest may occur at a different time or in a different currency than expected or may be subject to withholding or deduction for or on account of any taxes or other charges imposed by relevant governmental authorities or agencies;

(d) the amount of principal payable at redemption may be less than the nominal amount of any such Notes or may be zero;

(e) a Reference Item may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;

(f) if a Reference Item is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Reference Item on principal or interest payable is likely to be magnified; and

(g) the timing of changes in the performance of a Reference Item 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 performance of a Reference Item, the greater the effect on yield.

13 Additional risks associated with particular structured payouts

Capitalised terms used below in each paragraph of this paragraph 13 which are not otherwise defined herein shall have the meanings given to them in the relevant Payout Condition.

13.1 Structured Floating Rate Coupon

In calculating the Interest Amount for Notes in respect of which "Structured Floating Rate Coupon" is specified in the relevant Final Terms to be applicable, a leverage factor is applied to the Relevant Rate.

If the leverage factor is higher than 1 (or if a percentage is specified, 100 per cent.), the effect of a positive or negative Relevant Rate will be magnified. Accordingly, if the Relevant Rate is negative, the overall Interest Amount may be reduced to a greater extent than if no such leverage applied, possibly to zero.

If the leverage factor is lower than 1 (or if a percentage is specified, 100 per cent.), the investor's exposure to any negative Relevant Rate will be scaled down, but correspondingly the investor will not benefit from the full extent of any positive Relevant Rate.

If a "Cap" applies, the extent of a positive Relevant Rate (as leveraged) will be limited by such cap. In any case, a Structured Floating Rate Coupon may be lower than market interest rates and lower than the rate of interest then payable by the Bank on other floating rate securities.

13.2 Inverse Floating Rate Coupon

The Bank may issue Notes which have an interest rate equal to a fixed rate minus a floating rate based upon a reference rate such as LIBOR. The market values of such Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Such Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which may further adversely affect the market value of these Notes.

In the case of Inverse Floating Rate Notes, because the Relevant Rate is subtracted from the Fixed Rate of Interest, investors will likely be adversely affected if the Relevant Rate increases, and benefit if the Relevant Rate decreases. Such negative or positive effect will be magnified if the leverage factor applicable to the Relevant Rate is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

If a "Cap" applies, the extent of a positive Relevant Rate (as leveraged) will be limited by such cap. In any case, an Inverse Floating Rate Coupon may be lower than market interest rates and lower than the rate of interest payable by the Bank on other floating rate securities.

13.3 Fixed Rate Step-up/Step-down Coupon

Notes in respect of which "Fixed Rate Step-up/Step-down Coupon" is specified in the relevant Final Terms to be applicable bear interest at a fixed Rate of Interest which varies periodically during the life of the Notes. If market interest rates increase during the life of the Notes this may adversely affect the value of the Notes. Notes that bear interest at a fixed Rate of Interest are subject to the risk that market interest rates increase (or fall insufficiently) during the life of the Notes with the consequence that the real return on the Notes, and the value of the Notes, may fall. Even if the Notes provide for the fixed Rate of Interest to increase (or "step-up") during the life of the Notes, any periodic increases in the fixed Rate of Interest may not keep pace with any increase in market interest rates. If the Notes provide for the fixed Rate of Interest to decrease (or "step-down") during the life of the Notes, investors are subject to the risk that the revised Rate of Interest will be below then current market interest rates and, even where market interest rates are falling, the reduction in the Rate of Interest on the Notes may be greater than any reduction in market interest rates.

13.4 Fixed to Floating Coupon

Notes in respect of which "Fixed to Floating Coupon" is specified in the relevant Final Terms to be applicable bear interest at a rate that switches automatically from the Fixed Rate of Interest to the Floating Rate of Interest on the Coupon Flip Date. During the period when the Fixed Rate of Interest applies to the Notes any increases in market interest rates may adversely affect the value of the Notes. Notes that bear interest at a fixed Rate of Interest are subject to the risk that market interest rates increase (or fall insufficiently) during the life of the Notes with the consequence that the real return on the Notes, and the value of the Notes, may fall. Even if the Notes provide for the fixed Rate of Interest

to increase during the life of the Notes, any periodic increases in the fixed Rate of Interest may not keep pace with any increase in market interest rates. If the Notes provide for the fixed Rate of Interest to decrease during the life of the Notes, investors are subject to the risk that the revised Rate of Interest will be below then current market interest rates and, even where market interest rates are falling, the reduction in the Rate of Interest on the Notes may be greater than any reduction in market interest rates.

In addition, when the interest rate on the Notes switches from the Fixed Rate of Interest to the Floating Rate of Interest on the Coupon Flip Date, (1) the Floating Rate of Interest may be lower than the Fixed Rate of Interest (with the result that the return on the Notes, and the value of the Notes, falls), (2) the spread on the Notes may be less favourable than the spread on other floating rate securities issued by the Bank which are linked to the same reference rate and (3) if a "Cap" applies, the extent of a positive Relevant Rate (as leveraged) will be limited by such cap. In any case, a Fixed to Floating Coupon may be lower than market interest rates and lower than the rate of interest then payable by the Bank on other floating rate securities.

The positive or negative effect of the Relevant Rate from time to time will be magnified if the leverage factor applicable to the Relevant Rate is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

13.5 Floating to Fixed Coupon

Notes in respect of which "Floating to Fixed Coupon" is specified in the relevant Final Terms to be applicable bear interest at a rate that switches automatically from the Floating Rate of Interest to the Fixed Rate of Interest on the Coupon Flip Date. During the period when the Floating Rate of Interest applies to the Notes, if a "Cap" applies, the extent of a positive Relevant Rate (as leveraged) will be limited by such cap. In any case, a Floating to Fixed Coupon may be lower than market interest rates and lower than the rate of interest then payable by the Bank on other floating rate securities.

In addition, when the interest rate on the Notes switches from the Floating Rate of Interest to the Fixed Rate of Interest on the Coupon Flip Date, (1) the Fixed Rate of Interest may be lower than the Floating Rate of Interest (with the result that the return on the Notes, and the value of the Notes, falls) and (2) any increases in market interest rates may adversely affect the value of the Notes. Notes that bear interest at a fixed Rate of Interest are subject to the risk that market interest rates increase (or fall insufficiently) during the life of the Notes with the consequence that the real return on the Notes, and the value of the Notes, may fall. Even if the Notes provide for the fixed Rate of Interest to increase during the life of the Notes, any periodic increases in the fixed Rate of Interest may not keep pace with any increase in market interest rates. If the Notes provide for the fixed Rate of Interest to decrease during the life of the Notes, investors are subject to the risk that the revised Rate of Interest will be below then current market interest rates and, even where market interest rates are falling, the reduction in the Rate of Interest on the Notes may be greater than any reduction in market interest rates.

The positive or negative effect of the Relevant Rate from time to time will be magnified if the leverage factor applicable to the Relevant Rate is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

13.6 Fixed to Floating Switchable Coupon

The Bank may elect to switch the interest rate applicable to Notes in respect of which "Fixed to Floating Switchable Coupon" is specified in the relevant Final Terms to be applicable from the Fixed Rate of Interest to the Floating Rate of Interest. The Bank may (and is more likely to) switch the rate at a time when it is likely to produce a lower return for investors. Notes that bear interest at a fixed Rate of Interest are subject to the risk that market interest rates increase (or fall insufficiently) during the life of the Notes with the consequence that the real return on the Notes, and the value of the Notes, may fall. Even if the Notes provide for the fixed Rate of Interest to increase during the life of the

Notes, any periodic increases in the fixed Rate of Interest may not keep pace with any increase in market interest rates. If the Notes provide for the fixed Rate of Interest to decrease during the life of the Notes, investors are subject to the risk that the revised Rate of Interest will be below then current market interest rates and, even where market interest rates are falling, the reduction in the Rate of Interest on the Notes may be greater than any reduction in market interest rates.

In addition, if the interest rate on the Notes switches from the Fixed Rate of Interest to the Floating Rate of Interest, (1) the Floating Rate of Interest may be lower than the Fixed Rate of Interest (with the result that the return on the Notes, and the value of the Notes, falls), (2) the spread on the Notes may be less favourable than the spread on other floating rate securities issued by the Bank which are linked to the same reference rate and (3) if a "Cap" applies, the extent of a positive Relevant Rate (as leveraged) will be limited by such cap. In any case, a Fixed to Floating Switchable Coupon may be lower than market interest rates and lower than the rate of interest then payable by the Bank on other floating rate securities.

The positive or negative effect of the Relevant Rate from time to time will be magnified if the leverage factor applicable to the Relevant Rate is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

13.7 Floating to Fixed Switchable Coupon

The Bank may elect to switch the interest rate applicable to Notes in respect of which "Floating to Fixed Switchable Coupon" is specified in the relevant Final Terms to be applicable from the Floating Rate of Interest to the Fixed Rate of Interest. The Bank may (and is more likely to) switch the rate at a time when it is likely to produce a lower return for investors. During the period when the Floating Rate of Interest applies to the Notes, if a "Cap" applies, the extent of a positive Relevant Rate (as leveraged) will be limited by such cap. In any case, a Floating to Fixed Switchable Coupon may be lower than market interest rates and lower than the rate of interest then payable by the Bank on other floating rate securities.

In addition, if the interest rate on the Notes switches from the Floating Rate of Interest to the Fixed Rate of Interest, (1) the Fixed Rate of Interest may be lower than the Floating Rate of Interest (with the result that the return on the Notes, and the value of the Notes, falls) and (2) any increases in market interest rates may adversely affect the value of the Notes. Notes that bear interest at a fixed Rate of Interest are subject to the risk that market interest rates increase (or fall insufficiently) during the life of the Notes with the consequence that the real return on the Notes, and the value of the Notes, may fall. Even if the Notes provide for the fixed Rate of Interest to increase during the life of the Notes, any periodic increases in the fixed Rate of Interest may not keep pace with any increase in market interest rates. If the Notes provide for the fixed Rate of Interest to decrease during the life of the Notes, investors are subject to the risk that the revised Rate of Interest will be below then current market interest rates and, even where market interest rates are falling, the reduction in the Rate of Interest on the Notes may be greater than any reduction in market interest rates.

The positive or negative effect of the Relevant Rate from time to time will be magnified if the leverage factor applicable to the Relevant Rate is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

13.8 Fixed Rate Range Accrual Coupon

Notes in respect of which "Fixed Rate Range Accrual Coupon" is specified in the relevant Final Terms to be applicable bear interest at an Initial Fixed Rate of Interest during any Interest Accrual Period falling within the Initial Fixed Rate Period (if any). Notes that bear interest at a fixed Rate of Interest are subject to the risk that market interest rates increase (or fall insufficiently) during the life of the Notes with the consequence that the real return on the Notes, and the value of the Notes, may fall. Even if the Notes provide for the fixed Rate of Interest to increase during the life of the Notes, any

periodic increases in the fixed Rate of Interest may not keep pace with any increase in market interest rates. If the Notes provide for the fixed Rate of Interest to decrease during the life of the Notes, investors are subject to the risk that the revised Rate of Interest will be below then current market interest rates and, even where market interest rates are falling, the reduction in the Rate of Interest on the Notes may be greater than any reduction in market interest rates.

The Rate of Interest applicable to these Notes for any Range Accrual Fixed Rate Interest Accrual Period is linked to the number of Range Accrual Observation Dates in the Range Accrual Observation Period relating to such Range Accrual Fixed Rate Interest Accrual Period that the observed level of the relevant underlying Reference Item (the Coupon Valuation Price) meets the Lower Barrier Criteria with respect to the Lower Barrier (if specified as applicable in the relevant Final Terms) and the Upper Barrier Criteria with respect to the Upper Barrier (if specified as applicable in the relevant Final Terms). Such number of Range Accrual Observation Dates (n) is divided by the total number of Range Accrual Observation Dates in the Range Accrual Observation Period (N) and the resultant figure is multiplied by a fixed rate of interest to give the Rate of Interest. If the Coupon Valuation Price does not meet the Lower Barrier Criteria with respect to the Lower Barrier (if specified as applicable in the relevant Final Terms) and the Upper Barrier Criteria with respect to the Upper Barrier (if specified as applicable in the relevant Final Terms) on the relevant observation date(s), n will be zero. Consequently, the multiplier (n/N) will be zero and the Interest Amount for that Range Accrual Fixed Rate Interest Accrual Period will be zero.

When "Snowball Interest Amount" is specified in the relevant Final Terms to be applicable, there is no assurance that the associated Coupon Barrier Event will occur. Investors may not therefore receive the Snowball Interest Amount(s) they would receive if such Coupon Barrier Event had occurred.

If "Lock-in Interest Amount" is specified in the relevant Final Terms to be applicable, if a Coupon Lock-in Event has occurred in respect of a Coupon Barrier Observation Date falling in a Range Accrual Fixed Rate Interest Accrual Period, the Rate of Interest shall be fixed at the Lock-in Rate of Interest for the Range Accrual Fixed Rate Interest Accrual Period in which the Coupon Barrier Observation Date falls and all subsequent Range Accrual Fixed Rate Interest Accrual Periods. There is no assurance, however, that the Coupon Lock-in Event will occur in respect of such a Coupon Barrier Observation Date. Investors may not therefore receive the Lock-in Rate of Interest they would receive if such Coupon Lock-in Event had occurred in respect of a Coupon Barrier Observation Date falling in a Range Accrual Fixed Rate Interest Accrual Period.

13.9 Floating Rate Range Accrual Coupon

Notes in respect of which "Floating Rate Range Accrual Coupon" is specified in the relevant Final Terms to be applicable bear interest at a Fixed Rate of Interest during any Interest Accrual Period falling within the Fixed Rate Period (if any). Notes that bear interest at a fixed Rate of Interest are subject to the risk that market interest rates increase (or fall insufficiently) during the life of the Notes with the consequence that the real return on the Notes, and the value of the Notes, may fall. Even if the Notes provide for the fixed Rate of Interest to increase during the life of the Notes, any periodic increases in the fixed Rate of Interest may not keep pace with any increase in market interest rates. If the Notes provide for the fixed Rate of Interest to decrease during the life of the Notes, investors are subject to the risk that the revised Rate of Interest will be below then current market interest rates and, even where market interest rates are falling, the reduction in the Rate of Interest on the Notes may be greater than any reduction in market interest rates.

The Rate of Interest applicable to these Notes for any Floating Rate Interest Accrual Period is linked to the number of Range Accrual Observation Dates in the Range Accrual Observation Period relating to such Floating Rate Interest Accrual Period that the observed level of the relevant underlying Reference Item (Coupon Valuation Price) meets the Lower Barrier Criteria with respect to the Lower Barrier (if specified as applicable in the relevant Final Terms) and the Upper Barrier Criteria with respect to the

Upper Barrier (if specified as applicable in the relevant Final Terms). Such number of Range Accrual Observation Dates (n) is divided by the total number of Range Accrual Observation Dates in the Range Accrual Observation Period (N) and the resultant figure is multiplied by the Floating Rate of Interest to give the Rate of Interest. If the Coupon Valuation Price does not meet the Lower Barrier Criteria with respect to the Lower Barrier (if specified as applicable in the relevant Final Terms) and the Upper Barrier Criteria with respect to the Upper Barrier (if specified as applicable in the relevant Final Terms) on the relevant observation date(s), n will be zero. Consequently, the multiplier (n/N) will be zero and the Interest Amount for that Floating Rate Interest Accrual Period will be zero.

The positive or negative effect of the Relevant Rate from time to time will be magnified if the leverage factor applicable to the Relevant Rate is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

When "Snowball Interest Amount" is specified in the relevant Final Terms to be applicable, there is no assurance that the associated Coupon Barrier Event will occur. Investors may not therefore receive the Snowball Interest Amount(s) they would receive if such Coupon Barrier Event had occurred.

If "Lock-in Interest Amount" is specified in the relevant Final Terms to be applicable, if a Coupon Lock-in Event has occurred in respect of a Coupon Barrier Observation Date falling in a Floating Rate Interest Accrual Period, the Rate of Interest shall be fixed at the Lock-in Rate of Interest for the Floating Rate Interest Accrual Period in which the Coupon Barrier Observation Date falls and all subsequent Floating Rate Interest Accrual Periods. There is no assurance, however, that the Coupon Lock-in Event will occur in respect of such a Coupon Barrier Observation Date. Investors may not therefore receive the Lock-in Rate of Interest they would receive if such Coupon Lock-in Event had occurred in respect of a Coupon Barrier Observation Date falling in a Floating Rate Interest Accrual Period.

13.10 Fixed Rate Dual Range Accrual Coupon

Notes in respect of which "Fixed Rate Dual Range Accrual Coupon" is specified in the relevant Final Terms to be applicable bear interest at an Initial Fixed Rate of Interest during any Interest Accrual Period falling within the Initial Fixed Rate Period (if any). Notes that bear interest at a fixed Rate of Interest are subject to the risk that market interest rates increase (or fall insufficiently) during the life of the Notes with the consequence that the real return on the Notes, and the value of the Notes, may fall. Even if the Notes provide for the fixed Rate of Interest to increase during the life of the Notes, any periodic increases in the fixed Rate of Interest may not keep pace with any increase in market interest rates. If the Notes provide for the fixed Rate of Interest to decrease during the life of the Notes, investors are subject to the risk that the revised Rate of Interest will be below then current market interest rates and, even where market interest rates are falling, the reduction in the Rate of Interest on the Notes may be greater than any reduction in market interest rates.

The Rate of Interest applicable to these Notes for any Range Accrual Fixed Rate Interest Accrual Period is linked to the number of Range Accrual Observation Dates in the Range Accrual Observation Period relating to such Range Accrual Fixed Rate Interest Accrual Period that (i) Coupon Valuation Price_1 meets Lower Barrier Criterion_1 with respect to Lower Barrier_1 (if specified as applicable in the relevant Final Terms) and Upper Barrier Criterion_1 with respect to the Upper Barrier_1 (if specified as applicable in the relevant Final Terms); and (ii) Coupon Valuation Price_2 meets Lower Barrier Criterion_2 with respect to Lower Barrier_2 (if specified as applicable in the relevant Final Terms) and Upper Barrier Criterion_2 with respect to the Upper Barrier_2 (if specified as applicable in the relevant Final Terms). Such number of Range Accrual Observation Dates (n) is divided by the total number of Range Accrual Observation Dates in the Range Accrual Observation Period (N) and the resultant figure is multiplied by a fixed rate of interest to give the Rate of Interest. If either (i) Coupon Valuation Price_1 does not meet Lower Barrier Criterion_1 with respect to Lower Barrier_1 (if specified as applicable in the relevant Final Terms) and Upper Barrier Criterion_1 with respect to the Upper Barrier_1 (if

specified as applicable in the relevant Final Terms) or (ii) Coupon Valuation $Price_2$ does not meet Lower Barrier $Criterion_2$ with respect to Lower $Barrier_2$ (if specified as applicable in the relevant Final Terms) and Upper Barrier $Criterion_2$ with respect to the Upper $Barrier_2$ (if specified as applicable in the relevant Final Terms) on the relevant observation date(s), n will be zero. Consequently, the multiplier (n/N) will be zero and the Interest Amount for that Range Accrual Fixed Rate Interest Accrual Period will be zero.

When "Snowball Interest Amount" is specified in the relevant Final Terms to be applicable, there is no assurance that the associated Coupon Barrier Event will occur. Investors may not therefore receive the Snowball Interest Amount(s) they would receive if such Coupon Barrier Event had occurred.

13.11 Floating Rate Dual Range Accrual Coupon

Notes in respect of which "Floating Rate Dual Range Accrual Coupon" is specified in the relevant Final Terms to be applicable bear interest at a Fixed Rate of Interest during any Interest Accrual Period falling within the Fixed Rate Period (if any). Notes that bear interest at a fixed Rate of Interest are subject to the risk that market interest rates increase (or fall insufficiently) during the life of the Notes with the consequence that the real return on the Notes, and the value of the Notes, may fall. Even if the Notes provide for the fixed Rate of Interest to increase during the life of the Notes, any periodic increases in the fixed Rate of Interest may not keep pace with any increase in market interest rates. If the Notes provide for the fixed Rate of Interest to decrease during the life of the Notes, investors are subject to the risk that the revised Rate of Interest will be below then current market interest rates and, even where market interest rates are falling, the reduction in the Rate of Interest on the Notes may be greater than any reduction in market interest rates.

The Rate of Interest applicable to these Notes for any Floating Rate Interest Accrual Period is linked to the number of Range Accrual Observation Dates in the Coupon Barrier Observation Period relating to such Floating Rate Interest Accrual Period that (i) Coupon Valuation $Price_1$ meets Lower Barrier $Criterion_1$ with respect to Lower $Barrier_1$ (if specified as applicable in the relevant Final Terms) and Upper Barrier $Criterion_1$ with respect to the Upper $Barrier_1$ (if specified as applicable in the relevant Final Terms); and (ii) Coupon Valuation $Price_2$ meets Lower Barrier $Criterion_2$ with respect to Lower $Barrier_2$ (if specified as applicable in the relevant Final Terms) and Upper Barrier $Criterion_2$ with respect to the Upper $Barrier_2$ (if specified as applicable in the relevant Final Terms). Such number of Range Accrual Observation Dates (n) is divided by the total number of Range Accrual Observation Dates in the Range Accrual Observation Period (N) and the resultant figure is multiplied by the relevant floating rate of interest to give the Rate of Interest. If either (i) Coupon Valuation $Price_1$ does not meet Lower Barrier $Criterion_1$ with respect to Lower $Barrier_1$ (if specified as applicable in the relevant Final Terms) and Upper Barrier $Criterion_1$ with respect to the Upper $Barrier_1$ (if specified as applicable in the relevant Final Terms) or (ii) Coupon Valuation $Price_2$ does not meet Lower Barrier $Criterion_2$ with respect to Lower $Barrier_2$ (if specified as applicable in the relevant Final Terms) and Upper Barrier $Criterion_2$ with respect to the Upper $Barrier_2$ (if specified as applicable in the relevant Final Terms) on the relevant observation date(s), n will be zero. Consequently, the multiplier (n/N) will be zero and the Interest Amount for that Floating Rate Interest Accrual Period will be zero.

The positive or negative effect of the Relevant Rate from time to time will be magnified if the leverage factor applicable to the Relevant Rate is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

When "Snowball Interest Amount" is specified in the relevant Final Terms to be applicable, there is no assurance that the associated Coupon Barrier Event will occur. Investors may not therefore receive the Snowball Interest Amount(s) they would receive if such Coupon Barrier Event had occurred.

13.12 Digital Coupon

The Rate of Interest applicable to Notes in respect of which "Digital Coupon" is specified in the relevant Final Terms to be applicable for any Interest Accrual Period is linked to the performance of the relevant Reference Item(s), and in particular, whether the Coupon Valuation Price for the relevant Reference Item(s) is higher than or lower than the Coupon Barrier. If the Coupon Valuation Price on a valuation date does not meet the relevant criteria (which may be that the Coupon Valuation Price needs to be higher than (or equal to) the Coupon Barrier or that it needs to be lower than (or equal to) the Coupon Barrier, as specified in the relevant Final Terms), a different Rate of Interest will apply (which may be lower and may be zero) than the rate that would have applied if the Coupon Valuation Price on such Valuation Date had met the relevant criteria.

If the relevant rate of interest is a floating rate, the positive or negative effect of the Relevant Rate from time to time will be magnified if the leverage factor applicable to the Relevant Rate is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

When "Snowball Interest Amount" is specified in the relevant Final Terms to be applicable, there is no assurance that the associated Coupon Barrier Event will occur. Investors may not therefore receive the Snowball Interest Amount(s) they would receive if such Coupon Barrier Event had occurred.

If "Lock-in Interest Amount" is specified in the relevant Final Terms to be applicable, if a Coupon Lock-in Event has occurred in respect of any Coupon Barrier Observation Date, the Rate of Interest shall be fixed at the Lock-in Rate of Interest for the remaining maturity of the Notes. There is no assurance, however, that the Coupon Lock-in Event will occur in respect of any Coupon Barrier Observation Date. Investors may not therefore receive the Lock-in Rate of Interest they would receive if such Coupon Lock-in Event had occurred in respect of any Coupon Barrier Observation Date.

13.13 Inflation-Linked Coupon

The Rate of Interest applicable to Notes in respect of which "Inflation-Linked Coupon" is specified in the relevant Final Terms to be applicable for any Interest Accrual Period is linked to the performance of the Inflation Index, and in particular, whether the Relevant Level in respect of the Reference Month relating to such Interest Accrual Period (after deducting a specified target amount) is higher than or equal to, or lower than, the Relevant Level in respect of the immediately preceding Reference Month. If lower, the Rate of Interest payable on the Notes will decrease (and it is possible that no interest is payable on the Notes).

The positive or negative effect of the Inflation Performance from time to time will be magnified if the leverage factor applicable to the Inflation Performance is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

13.14 Inflation Protected Coupon

The Rate of Interest applicable to Notes in respect of which "Inflation Protected Coupon" is specified in the relevant Final Terms to be applicable for any Interest Accrual Period is linked to the performance of the Inflation Index, and in particular, whether the Relevant Level in respect of the Reference Month relating to such Interest Accrual Period is higher than Relevant $\text{Level}_{(\text{Initial})}$. If the Relevant Level in respect of the Reference Month relating to an Interest Accrual Period is lower than Relevant $\text{Level}_{(\text{Initial})}$, the Rate of Interest applicable to the Notes for such Interest Accrual Period will however be a minimum of the Coupon Percentage multiplied by the Floor.

13.15 Performance Coupon

Notes in respect of which "Performance Coupon" is specified in the relevant Final Terms to be applicable bear interest at a Fixed Rate of Interest during any Interest Accrual Period falling within the Fixed Rate Period (if any). Notes that bear interest at a fixed Rate of Interest are subject to the risk that

market interest rates increase (or fall insufficiently) during the life of the Notes with the consequence that the real return on the Notes, and the value of the Notes, may fall. Even if the Notes provide for the fixed Rate of Interest to increase during the life of the Notes, any periodic increases in the fixed Rate of Interest may not keep pace with any increase in market interest rates. If the Notes provide for the fixed Rate of Interest to decrease during the life of the Notes, investors are subject to the risk that the revised Rate of Interest will be below then current market interest rates and, even where market interest rates are falling, the reduction in the Rate of Interest on the Notes may be greater than any reduction in market interest rates.

The Rate of Interest applicable to these Notes for any Variable Rate Interest Accrual Period is linked to the performance of the Coupon Valuation Price, and in particular, whether the Coupon Valuation Price for such Variable Rate Interest Accrual Period is higher than or equal to, or lower than the Coupon Valuation $\text{Price}_{(\text{Initial})}$. If lower, a lower Interest Amount (which may be zero) will be payable in respect of such Variable Rate Interest Accrual Period.

13.16 Annualised Performance Coupon

The Rate of Interest applicable to Notes in respect of which "Annualised Performance Coupon" is specified in the relevant Final Terms to be applicable is linked to the performance of one or more Reference Item(s), and in particular, whether the Coupon Valuation Price_t less a Strike Price is higher or lower than the Coupon Valuation $\text{Price}_{(\text{Initial})}$.

The positive or negative effect of the Performance from time to time will be magnified if the leverage factor applicable to the Performance is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.) or in respect of any interest periods where "k" is greater than 1 (or 100 per cent.). The Rate of Interest shall be subject always to any applicable cap or floor.

13.17 Performance Redemption

The Final Redemption Amount applicable to Notes in respect of which "Performance Redemption" is specified in the relevant Final Terms to be applicable is linked to the performance of the Reference Item(s). In particular, the Notes will only redeem at a premium if the Redemption Valuation $\text{Price}_{(\text{Final})}$ is higher than the Strike Price. If the Redemption Valuation $\text{Price}_{(\text{Final})}$ is lower than or equal to the Strike Price, the holders will not be entitled to any premium on the redemption of the Notes, subject to any Floor.

In calculating the Final Redemption Amount, a leverage factor is applied to the performance of the Redemption Valuation Price.

The positive or negative effect of the performance of the Redemption Valuation Price from time to time will be magnified if the leverage factor applicable to the performance of the Redemption Valuation Price is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

In addition, if the Redemption Calculation Amount is less than the Calculation Amount of the Notes or if the Capital Return Percentage is less than 100 per cent. (each as specified in the relevant Final Terms), investors may receive less than the nominal amount of their investment.

13.18 Performance Plus Downside Redemption

The Final Redemption Amount applicable to Notes in respect of which "Performance Plus Downside Redemption" is specified in the relevant Final Terms to be applicable is linked to the performance of the Reference Item(s). In particular, investors will only be entitled to the return of the specified percentage of the nominal amount of their investment (plus, depending on the performance of the Reference Item(s), a premium) if the Redemption Valuation $\text{Price}_{(\text{Final})}$ is higher than or equal to the

Strike Price. If the Redemption Valuation Price$_{(Final)}$ is lower than the Strike Price, investors will lose some or possibly all of their investment.

The positive or negative effect of the performance of the Redemption Valuation Price from time to time will be magnified if the leverage factor applicable to the performance of the Redemption Valuation Price is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

In addition, if the Redemption Calculation Amount is less than the Calculation Amount of the Notes or if Capital Return Percentage$_1$ or Capital Return Percentage$_2$, as the case may be, is less than 100 per cent. (each as specified in the relevant Final Terms), investors may receive less than the nominal amount of their investment.

13.19 Performance Plus Conditional Downside Redemption

The Final Redemption Amount applicable to Notes in respect of which "Performance Plus Conditional Downside Redemption" is specified in the relevant Final Terms to be applicable is linked to the performance of the Reference Item(s). In particular, holders will only be entitled to the payment of the specified percentage of the nominal amount of the Notes if the Redemption Valuation Price$_{(Final)}$ is higher than or equal to the Strike Price or the Redemption Barrier. In addition, investors will only be entitled to a premium on redemption if the Redemption Valuation Price$_{(Final)}$ is higher than or equal to the Strike Price.

The positive or negative effect of the performance of the Redemption Valuation Price from time to time will be magnified if the leverage factor applicable to the performance of the Redemption Valuation Price is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

If the Redemption Calculation Amount is less than the Calculation Amount of the Notes or if Capital Return Percentage$_1$, Capital Return Percentage$_2$ or Capital Return Percentage$_3$, as the case may be, is less than 100 per cent. (each as specified in the relevant Final Terms), investors may receive less than the nominal amount of their investment.

13.20 Absolute Performance Redemption

The Final Redemption Amount applicable to Notes in respect of which "Absolute Performance Redemption" is specified in the relevant Final Terms to be applicable is linked to the performance of the Reference Item(s), and in particular, whether the Redemption Valuation Price$_{(Final)}$ is higher than (or equal to) the Redemption Barrier. If the Redemption Valuation Price$_{(Final)}$ is lower than (or equal to) the Redemption Barrier, investors may lose some or all of the nominal amount of their investment.

The positive or negative effect of the performance of the Redemption Valuation Price from time to time will be magnified if the leverage factor applicable to the performance of the Redemption Valuation Price is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

In addition, if the Redemption Calculation Amount is less than the Calculation Amount of the Notes or if Capital Return Percentage$_1$, Capital Return Percentage$_2$ or Capital Return Percentage$_3$, as the case may be, is less than 100 per cent. (each as specified in the relevant Final Terms), investors may receive less than the nominal amount of their investment.

13.21 Reverse Convertible Redemption

The Final Redemption Amount applicable to Notes in respect of which "Reverse Convertible Redemption" is specified in the relevant Final Terms to be applicable is linked to the performance of the Reference Item(s), and in particular, whether the Redemption Valuation Price$_{(Final)}$ is higher than or

equal to the Strike Price. If the Redemption Valuation $\text{Price}_{(\text{Final})}$ is lower than the Strike Price, investors may lose some or all of the nominal amount of their investment.

The positive or negative effect of the performance of the Redemption Valuation Price from time to time will be magnified if the leverage factor applicable to the performance of the Redemption Valuation Price is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

In addition, if the Redemption Calculation Amount is less than the Calculation Amount of the Notes or if Capital Return Percentage_1 or Capital Return Percentage_2, as the case may be, is less than 100 per cent. (each as specified in the relevant Final Terms), investors may receive less than the nominal amount of their investment.

13.22 Reverse Convertible Plus Conditional Downside Redemption

The Final Redemption Amount applicable to Notes in respect of which "Reverse Convertible Plus Conditional Downside Redemption" is specified in the relevant Final Terms to be applicable is linked to the performance of the Reference Item(s), and in particular, whether the Redemption Valuation $\text{Price}_{(\text{Final})}$ is higher than or equal to the Strike Price and lower than or equal to the Redemption Barrier. If the Redemption Valuation $\text{Price}_{(\text{Final})}$ is lower than the Strike Price and a Redemption Barrier Event has occurred, investors may lose some or all of the nominal amount of their investment.

The positive or negative effect of the performance of the Redemption Valuation Price from time to time will be magnified if the leverage factor applicable to the performance of the Redemption Valuation Price is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

In addition, if the Redemption Calculation Amount is less than the Calculation Amount of the Notes or if Capital Return Percentage_1, Capital Return Percentage_2 or Capital Return Percentage_3, as the case may be, is less than 100 per cent. (each as specified in the relevant Final Terms), investors may receive less than the nominal amount of their investment.

13.23 Inflation Protected Redemption

The Final Redemption Amount applicable to Notes in respect of which "Inflation Protected Redemption" is specified in the relevant Final Terms to be applicable is linked to the performance of the Inflation Index, and in particular, whether the Relevant $\text{Level}_{(\text{Final})}$ is higher than or equal to the Strike Price. If the Relevant $\text{Level}_{(\text{Final})}$ is lower than the Strike Price, the Final Redemption Amount will, subject to any applicable Floor, be limited to the Capital Return Percentage of the nominal amount of the Notes. If the Redemption Calculation Amount is less than the Calculation Amount of the Notes or the Capital Return Percentage is less than 100 per cent. (each as specified in the relevant Final Terms), investors may receive less than the nominal amount of their investment.

The positive or negative effect of the Inflation Performance from time to time will be magnified if the leverage factor applicable to the Inflation Performance is greater than 1 (or 100 per cent.) or reduced if the leverage factor is less than 1 (or 100 per cent.).

13.24 Dual Currency Redemption

The Final Redemption Amount applicable to Notes in respect of which "Dual Currency Redemption" is specified in the relevant Final Terms to be applicable is linked to the performance of the Reference Item(s), and in particular, whether the Redemption Valuation $\text{Price}_{(\text{Final})}$ is higher than or equal to the Redemption Barrier. If a Redemption Barrier Event has occurred, the Final Redemption Amount will be denominated in the Secondary Currency. If "Secondary Currency Redemption Amount" or "Forward Rate" is specified to apply in the relevant Final Terms, an investor may obtain a lower Final

Redemption Amount than if a spot conversion rate were used for the purposes of converting the Specified Currency into the Secondary Currency.

In addition, if the Redemption Calculation Amount is less than the Calculation Amount of the Notes (each as specified in the relevant Final Terms), investors may receive less than the nominal amount of their investment.

14 Risks related to Notes denominated in Renminbi

14.1 The Renminbi is not freely convertible; there are significant restrictions on remittance of Renminbi into and outside the People's Republic of China (the "PRC") which may adversely affect the liquidity of CNH Notes.

The Renminbi is not freely convertible at present. The PRC government continues to regulate conversion between the Renminbi and foreign currencies, including the Hong Kong dollar, despite the significant reduction over the years by the PRC government of control over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. This represents a current account activity. Remittance of Renminbi by foreign investors into the PRC for the purposes of capital account items, such as capital contributions, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filing with, the relevant authorities and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are developing gradually.

Although Renminbi was added to the Special Drawing Rights basket created by the International Monetary Fund in 2016 and policies further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies were implemented by the People's Bank of China ("**PBOC**") in 2018, there is no assurance that the PRC government will continue to liberalise the control over cross-border RMB remittances in the future, that any pilot schemes for Renminbi cross-border utilisation will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that funds cannot be repatriated outside the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Bank to source Renminbi to finance its obligations under the CNH Notes.

Holders of beneficial interests in Notes denominated in Renminbi may be required to provide certifications and other information (including Renminbi account information) in order to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in Hong Kong.

14.2 There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the CNH Notes and the Bank's ability to source Renminbi outside the PRC to service such CNH Notes

As a result of the restrictions imposed by the PRC government on cross border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. The PBOC has also established a Renminbi clearing and settlement system with financial institutions in other major global financial centres (each an "**RMB Clearing Bank**") through settlement agreements (the "**Settlement Agreements**") with each such financial institution to act as the RMB Clearing Bank in the relevant designated financial centre.

However, the current size of Renminbi-denominated financial assets outside the PRC is limited. Renminbi business participating banks do not have direct Renminbi liquidity support from the PBOC. They are only allowed to square their open positions with the relevant RMB Clearing Bank after consolidating the Renminbi trade position of banks outside of the Renminbi business participating financial centres that are in the same bank group of the participating banks concerned with their own trade position and the relevant RMB Clearing Bank only has access to onshore liquidity support from PBOC to square open positions of participating banks for limited types of transactions, including open

positions resulting from conversion services for corporations relating to cross-border trade settlement. The relevant RMB Clearing Bank is not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source Renminbi from outside the PRC to square such open positions.

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

14.3 Investment in the CNH Notes is subject to exchange rate risks and the Bank may make payments of interest and principal in U.S. dollars in certain circumstances

The value of the Renminbi against the U.S. dollar and other foreign currencies fluctuates and is affected by changes in the PRC and international political and economic conditions and by many other factors. In August 2015, the PBOC implemented changes to the way it calculates the midpoint against the U.S. dollar to take into account market-maker quotes before announcing the daily midpoint. This change, among others that may be implemented, may increase the volatility in the value of the Renminbi against other currencies. In addition, although the Bank's primary obligation is to make all payments of interest and principal or other amounts with respect to the CNH Notes in Renminbi, in certain circumstances, and if so specified, the terms of the Notes allow the Bank to delay any such payment and/or make payment in U.S. dollars or another specified currency at the prevailing spot rate of exchange, and/or redeem such Notes, all as provided for in more detail in the Notes (see Asset Condition 8.1 (*Payment of Alternative Currency Equivalent*)). As a result, the value of these Renminbi payments in U.S. dollar terms may vary with the prevailing exchange rates in the marketplace. If the value of the Renminbi depreciates against the U.S. dollar or other foreign currencies, the value of a Renminbi Noteholder's investment in U.S. dollars or other applicable foreign currency terms will decline.

In the event that access to Renminbi becomes restricted to the extent that, by reason of Inconvertibility, Non-Transferability, Illiquidity or any other FX Disruption Event, Synthetic Currency FX Disruption Event or Secondary Currency FX Disruption Event (each as defined in the Conditions), the Bank is unable, or it is impractical for it, to pay interest or principal in Renminbi, the terms and conditions allow the Bank to make payments in U.S. dollars or other foreign currency, all as provided in more detail in the Conditions. As a result, the value of these Renminbi payments may vary with the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against the U.S. dollar or other foreign currencies, the value of a holder's investment in the U.S. dollar or other foreign currency terms will decline.

14.4 An investment in CNH Notes is subject to interest rate risks

The PRC government has gradually liberalised the regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. The CNH Notes may carry a fixed interest rate. Consequently, the trading price of such CNH Notes will vary with fluctuations in interest rates. If a holder of CNH Notes tries to sell any CNH Notes before their maturity, they may receive an offer that is less than the amount invested.

14.5 Payments in respect of the CNH Notes will only be made to investors in the manner specified in the Conditions of the relevant CNH Notes

Investors may be required to provide certification and other information (including Renminbi account information) in order to be allowed to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in Hong Kong. All Renminbi payments to investors in respect of the CNH Notes will be made solely (i) for so long as the CNH Notes are represented by a Global Note or a Global Note Certificate held with the common depositary or common safekeeper, as the case may be, for Euroclear and Clearstream, Luxembourg or any alternative clearing system, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing Euroclear and/or Clearstream, Luxembourg rules and procedures, or (ii) for so long as the CNH Notes are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations. Other than as described in the terms and conditions, the Bank cannot be required to make payment by any other means (including in any other currency or in bank notes, by cheque or draft, or by transfer to a bank account in the PRC).

15 Risks related to payment of Notes in an Alternative Currency or Payment Currency

The Bank's primary obligation is to make all payments of interest, principal and other amounts with respect to Notes in the relevant Specified Currency. However, if Alternative Currency Equivalent is specified to be applicable and if access to the Specified Currency becomes restricted, the Bank may in its sole and absolute discretion (i) postpone the payment of any such amounts, (ii) make any such payment in the relevant Alternative Currency at the rates, and in the manner, set out in Asset Condition 8 (*Alternative Currency Equivalent Provisions*) and the relevant Final Terms, (iii) postpone the payment and make such payment in the relevant Alternative Currency or (iv) redeem the Notes.

In addition, if the Synthetic Currency Asset Conditions are specified to be applicable in respect of any Notes, such Notes may be denominated in the Specified Currency but payable in another currency (the "**Payment Currency**").

In each case, the value of the Notes could therefore be affected by fluctuations in the value of the Specified Currency as compared to the Alternative Currency or the Payment Currency, as the case may be. There is a risk that the exchange rate (or the exchange rates) used to determine the Alternative Currency or Payment Currency amount of any payments in respect of the Notes may significantly change (including changes due to devaluation or revaluation of the Specified Currency) or that authorities with jurisdiction over such currencies could cause a decrease in (1) the Alternative Currency or Payment Currency equivalent yield on the Notes, (2) the Alternative Currency or Payment Currency equivalent value of the amount payable in respect of the relevant Final Redemption Amount of the Notes and (3) the Alternative Currency or Payment Currency equivalent market value of the Notes. Therefore, there is a possibility that the Alternative Currency or Payment Currency value of the Notes at the time of any sale or redemption of the Notes may be below the value of the investor's original investment in the Notes, depending on the exchange rate at the time of any such sale or redemption.

(a) Factors affecting the relevant foreign exchange rate

The rate at which amounts will be converted into the Alternative Currency or Payment Currency is dependent upon the supply and demand for currencies in the international foreign exchange markets, which are subject to economic factors, including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility and safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks. Such measures include, without limitation, imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a

currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates and the availability of a specified currency.

(b) Lloyds is a major foreign exchange dealer and is subject to conflicts of interest

Investors should note that certain affiliates of the Bank are regular participants in the foreign exchange markets and in the ordinary course of their business may effect transactions for their own account or for the account of their customers and hold long and short positions in currencies and related derivatives, including in the Specified Currency and/or the Alternative Currency or Payment Currency. Such transactions may affect the relevant FX rate, the market price, liquidity or value of the Notes and could be adverse to the interests of Noteholders. No Affiliate of the Bank has any duty to enter into such transactions in a manner which is favourable to Noteholders. See "*General risks associated with the Notes – Potential conflicts of interest*".

(c) Currencies of emerging markets jurisdictions pose particular risks

Notes denominated in emerging market currencies may experience greater volatility and less certainty as to the future levels of such emerging market currencies or their rate of exchange as against other currencies. See "*General risks associated with the Notes – Emerging markets*".

16 Risks relating to the market generally

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk and credit risk which may affect the Notes.

16.1 Possible illiquidity of the Notes in the secondary market

There can be no assurance as to how any Notes will trade in the secondary market or whether such market will be liquid or illiquid. Application has been made to list an issue of Notes on a stock exchange, as indicated in the relevant Final Terms. The fact that Notes will be listed does not necessarily lead to greater liquidity. No assurance can be given that there will be a market for any Notes. If any Notes are not traded on any stock exchange, pricing information for such Notes may be more difficult to obtain, and the liquidity and market prices of such Notes may be adversely affected. The liquidity of the Notes may also be affected by restrictions on offers and sales of Notes in some jurisdictions. Notes may be more difficult to obtain and the liquidity of the Notes may be adversely affected. Also, to the extent Notes of a particular issue are redeemed 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.

The Bank and any Dealer may, but is not obliged to, at any time purchase Notes at any price in the open market or by tender or private treaty. Any Notes so purchased may be held or resold or surrendered for cancellation. A Dealer may, but is not obliged to, be a market-maker for an issue of Notes. Even if a Dealer is a market-maker for an issue of Notes, the secondary market for such Notes may be limited. To the extent that an issue of Notes becomes illiquid, a Noteholder may have to await redemption of such Notes to realise value.

16.2 Exchange rate risks and exchange controls

The Bank will pay the Final Redemption Amount in respect of the Notes in the Specified Currency specified in the relevant Final Terms. This presents certain risks relating to currency conversions if a Noteholder's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's

Currency relative to the Specified Currency would decrease (a) the Investor's Currency-equivalent yield on the Notes, (b) the Investor's Currency equivalent value of the Final Redemption Amount in respect of the Notes and (c) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, the Final Redemption Amount that investors may receive may be less than expected or zero.

16.3 European Monetary Union

If the Notes are issued in a currency other than Euro but the relevant country (the "**Acceding Country**") of the principal financial centre of such currency (the "**Acceding Currency**") joins the EMU prior to the maturity of the Notes, there is no assurance that this would not adversely affect investors in the Notes. It is possible that prior to the maturity of the Notes the Acceding Country may become a participating Member State and that the Euro may become the lawful currency of the Acceding Country. In that event (i) all amounts payable in respect of any Notes denominated in the Acceding Currency may become payable in Euro (ii) the law may allow or require such Notes to be re-denominated into Euro and additional measures to be taken in respect of such Notes, or the Bank may otherwise effect certain changes to the terms and conditions of the Notes on notice to Noteholders; and (iii) there may no longer be available published or displayed rates for deposits in the Acceding Currency used to determine the rates of interest on such Notes or changes in the way those rates are calculated, quoted and published or displayed. The introduction of the Euro could also be accompanied by a volatile interest rate environment, which could adversely affect investors in the Notes.

16.4 Investors in Notes cleared through Euroclear and Clearstream, Luxembourg rely on the procedures of Euroclear and Clearstream, Luxembourg for transfer, payment and communication with the Bank

Notes issued under the Programme may be represented by one or more Global Notes or Global Note Certificates. Such Global Notes or Global Note Certificates may be deposited with a common depositary or a common safekeeper, as the case may be, for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Note or Global Note Certificate, investors will not be entitled to receive definitive Notes or Note Certificates. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes or Global Note Certificates. While the Notes are represented by one or more Global Notes or Global Note Certificates, investors will be able to trade their beneficial interests only through Euroclear or Clearstream, Luxembourg.

While the Notes are represented by one or more Global Notes or Global Note Certificates, the Bank will discharge its payment obligations under the Notes by making payments to the common depositary or a common safekeeper, as the case may be, for Euroclear or Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note or Global Note Certificate must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the relevant Notes. The Bank has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interest in the Global Notes or Global Note Certificates.

Holders of beneficial interests in the Global Notes or Global Note Certificates will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear or Clearstream, Luxembourg to appoint appropriate proxies.

16.5 Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign ratings to an issue of Notes. The ratings may not reflect the potential impact of all risks related to the structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a

recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

16.6 Effect of credit rating reduction

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

16.7 Determinations by the Calculation Agent

The Conditions provide that the Calculation Agent has discretion to make certain determinations and judgements in respect of the Notes and certain adjustments to the Conditions, which could affect the amount payable by the Bank on the Notes. Such determinations, judgements or adjustments shall, in the absence of manifest error, be conclusive and binding on Noteholders. In making any determination, judgment or adjustment, the Calculation Agent shall not have regard to any interests arising from circumstances particular to individual Noteholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such determination or adjustment for individual Noteholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Calculation Agent shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Bank, the Calculation Agent or any other person any indemnification or payment in respect of any tax consequences of any such determination or adjustment upon individual Noteholders. In exercising its right to make such determinations, judgements and adjustments, the Calculation Agent is entitled to act in its sole and absolute discretion, but must act in good faith.

OVERVIEW OF THE TERMS AND CONDITIONS OF THE NOTES

This section describes the components of the terms and conditions of the Notes. This introductory section does not form part of the terms and conditions.

The terms and conditions (the "**Conditions**") of a Series of Notes shall comprise:

(a) the terms set out under "*Base General Conditions*" (the "**Base General Conditions**"), which are applicable to all Notes;

(b) any further terms set out under "Asset Conditions" (the "**Asset Conditions**") specified to be applicable in the Final Terms of the relevant Notes;

(c) any further terms set out under "Payout Conditions" (the "**Payout Conditions**") specified to be applicable in the Final Terms of the relevant Notes; and

(d) the Final Terms of the relevant Notes.

In addition, in respect of Notes that are held in global form, certain Conditions may be superseded by the provisions of the Global Note or Global Note Certificates. See "*Summary of Provisions Relating to the Notes While in Global Form*".

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BASE GENERAL CONDITIONS

This section sets out the terms and conditions that apply to all Notes.

The following are the base conditions that will apply to all Notes (the "**Base General Conditions**") in addition to (i) any applicable Asset Conditions and (ii) any applicable Payout Conditions (together, the "**Base Conditions**"), as supplemented or completed in accordance with the provisions of the relevant final terms document (the "**Issue Terms**") (together with the Base Conditions, the "**Conditions**"). Where any Asset Conditions and/or Payout Conditions are specified in the relevant Issue Terms for any Notes, these Base General Conditions shall be subject to such Asset Conditions and/or Payout Conditions and will not apply to the extent they are inconsistent with the provisions of such Asset Conditions and/or Payout Conditions. All capitalised terms that are not defined in these Base General Conditions will have the meanings given to them in any applicable Asset Conditions or Payout Conditions, or the relevant Issue Terms. References in these Base General Conditions or any applicable Asset Conditions or Payout Conditions to "Notes" are to the Notes of one Series only, not to all Notes or to any other Notes that may be issued under the Global Medium Term Note Programme (the "**Programme**"). The relevant Issue Terms for the Notes are attached to the Global Note or Global Note Certificate.

The Notes (referred to herein as the "**Notes**") are issued by Lloyds Bank plc (the "**Bank**") pursuant to an Agency Agreement originally dated 14 June 2011, as amended and restated on 15 May 2019 (the "**Agency Agreement**"), in relation to the Notes between the Bank, Citibank, N.A., London Branch, as fiscal agent and, in respect of CMU Notes (as defined below), Citicorp International Limited, as CMU fiscal agent and the other agents named in it. The Notes have the benefit of a deed of covenant dated 15 May 2019 (the "**Deed of Covenant**"). The fiscal agent in respect of Notes other than CMU Notes, the fiscal agent in respect of CMU Notes, the CMU lodging agent, the paying agents, the registrar, the transfer agent and the calculation agent(s) for the time being (if any) are referred to below, respectively, as the "**Fiscal Agent**", the "**CMU Fiscal Agent**", together the "**Fiscal Agents**" (which expression shall, where the context so permits, include the Fiscal Agent and the CMU Fiscal Agent), the "**CMU Lodging Agent**", the "**Paying Agents**", the "**Registrar**", the "**Transfer Agents**" (which expression shall, where the context so permits, include the Registrar) and the "**Calculation Agent(s)**", provided that in respect of CMU Notes, references in these Base General Conditions to the Fiscal Agent shall be construed as references to the CMU Fiscal Agent and references to a Paying Agent shall be construed as references to the CMU Fiscal Agent in its capacity as Paying Agent.

The Noteholders, the holders of the interest coupons (the "**Coupons**") relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "**Talons**") (the "**Couponholders**") and the holders of the receipts for the payment of instalments of principal (the "**Receipts**") relating to Notes in bearer form of which the principal is payable in instalments (the "**Receiptholders**") are entitled to the benefit of, are bound by, and are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

1 Form, Denomination and Title

The Notes are issued in bearer form ("**Bearer Notes**", which expression includes Notes that are specified to be Exchangeable Bearer Notes), in registered form ("**Registered Notes**") or in bearer form exchangeable for Registered Notes ("**Exchangeable Bearer Notes**"), in each case in the Specified Denomination(s) shown in the relevant Issue Terms.

All Registered Notes shall have the same Specified Denomination. Where Exchangeable Bearer Notes are issued, the Registered Notes for which they are exchangeable shall have the same Specified Denomination as the lowest denomination of Exchangeable Bearer Notes.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest

due after the Maturity Date), Coupons and Talons in these Base General Conditions are not applicable. Instalment Notes are issued with one or more Receipts attached.

Registered Notes are represented by registered certificates ("**Note Certificates**").

Title to the Bearer Notes and the Receipts, Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Bank shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**"). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Note Certificate representing it) or its theft or loss (or that of the related Note Certificate) and no person shall be liable for so treating the holder.

In these Base General Conditions, "**Noteholder**" means the bearer of any Bearer Note and the Receipts relating to it or the person in whose name a Registered Note is registered (as the case may be), "**holder**" (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

2 Definitions

For the purposes of these Base General Conditions, the following general definitions will apply:

"**Administrator/Benchmark Event**" means, for a Series and a Benchmark Rate, any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Benchmark Rate or the administrator or sponsor of the Benchmark Rate has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that the Bank or the Calculation Agent is not, or will not be, permitted under any applicable law or regulation to use the Benchmark Rate to perform its or their respective obligations under the Notes.

If, for a Series and a Benchmark Rate, (i) an event or circumstance which would otherwise constitute or give rise to an Administrator/Benchmark Event also constitutes a Benchmark Rate Cessation or (ii) a Benchmark Rate Cessation and an Administrator/Benchmark Event would otherwise be continuing at the same time, it will in either case constitute a Benchmark Rate Cessation and will not constitute or give rise to an Administrator/Benchmark Event provided that, if the date that would otherwise have been the Administrator/Benchmark Event Date would have occurred before the Benchmark Rate is no longer available, Base General Condition 5(n) (*Interim Measures*) shall apply as if an Administrator/Benchmark Event had occurred.

"**Administrator/Benchmark Event Date**" means, for a Series and an Administrator/Benchmark Event, the date on which the authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is:

(i) required under any applicable law or regulation; or

(ii) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that the Benchmark Rate is not permitted to be used under the Notes following rejection, refusal, suspension or withdrawal,

or, in each case, if such date occurs before the Trade Date, the Trade Date.

"**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, where, for these purposes, "**control**" means ownership of a majority of the voting power of an entity.

"**Agent**" means the Fiscal Agent, the CMU Fiscal Agent, the CMU Lodging Agent, the Paying Agents, the Registrar, the Transfer Agents, the Calculation Agent, the Alternative Currency Adjudication Agent and the Alternative Currency Calculation Agent.

"**Alternative Post-nominated Benchmark Rate**" means, in respect of a Series and a Benchmark Rate, any index, benchmark or other price source which is formally designated, nominated or recommended by:

(i) any Relevant Nominating Body; or

(ii) the administrator or sponsor of the Benchmark Rate, provided that such index, benchmark or other price source is substantially the same as the Benchmark Rate,

in each case, to replace the Benchmark Rate. If a replacement is designated, nominated or recommended under both paragraphs (i) and (ii) above, then the replacement under paragraph (i) shall be the Alternative Post-nominated Benchmark Rate.

"**Alternative Pre-nominated Benchmark Rate**" means, in respect of a Series and a Benchmark Rate, the first of the indices, benchmarks or other price sources specified as such in the relevant Issue Terms and not subject to a Benchmark Rate Event.

"**Amortisation Yield**" means the yield specified in the relevant Issue Terms.

"**Autocall Notes**" means Notes in respect of which "Autocall" is specified to be applicable in the relevant Issue Terms.

"**Benchmark Rate**" means, in respect of a Series and a Rate of Interest or an Underlying Rate, the index, benchmark or price source (as applicable) originally specified for the purpose of determining the Rate of Interest or Underlying Rate. To the extent that a Replacement Benchmark Rate is determined to be used in respect of a Series, such Replacement Benchmark Rate shall be a "Benchmark Rate" for that Series during the period in which it is used.

"**Benchmark Rate Cessation**" means, for a Series and a Benchmark Rate, the occurrence of one or more of the following events:

(i) a public statement or publication of information by or on behalf of the administrator of the Benchmark Rate announcing that it has ceased or will cease to provide the Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the Benchmark Rate;

(ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark Rate, the central bank for the currency of the Benchmark Rate, an insolvency official with jurisdiction over the administrator for the Benchmark Rate, a resolution authority with jurisdiction over the administrator for the Benchmark Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark Rate, which states that the administrator of the Benchmark Rate has ceased or will cease to provide the Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the Benchmark Rate; or

(iii) any event which otherwise constitutes an "index cessation event" (regardless of how it is actually defined or described in the definition of the Benchmark Rate) in relation to which a Priority Fallback applies.

provided that, in each case, a Benchmark Rate Cessation shall only occur if the first day on which the Benchmark Rate is no longer available is on or before the last day prior to the Maturity Date when the Benchmark Rate needs to be determined.

"**Benchmark Rate Determination Agent**" means, in respect of a Series, the Bank or the Calculation Agent, as specified in the relevant Issue Terms.

"**Benchmark Rate Event**" means, in respect of a Series and a Benchmark Rate, the determination by the Benchmark Rate Determination Agent that one or more of the following events has occurred:

(i) a Benchmark Rate Cessation;

(ii) an Administrator/Benchmark Event;

(iii) a Benchmark Rate is, with respect to over-the-counter derivatives transactions which reference such Benchmark Rate, the subject of any market-wide development (which may be in the form of a protocol by ISDA) pursuant to which such Benchmark Rate is, on a specified date (the "**Risk-Free Rate Event Date**"), replaced with a risk-free rate (or near risk-free rate) established in order to comply with the recommendations in the Financial Stability Board's paper titled "**Reforming Major Interest Rate Benchmarks**" dated 22 July 2014 (a "**Risk-Free Rate Event**"); or

(iv) Benchmark Rate Representativeness Event.

"**Benchmark Rate Event Notice**" means, in respect of a Series and a Benchmark Rate, a notice from the Bank to Noteholders in accordance with Base General Condition 16 (*Notices*) that the Benchmark Rate Determination Agent has determined that a Benchmark Rate Event has occurred specifying the associated Administrator/Benchmark Event Date, Risk-Free Rate Event Date, Benchmark Rate Representativeness Event Date or date on which the Benchmark Rate is or is scheduled to be no longer available following a Benchmark Rate Cessation, as relevant, for the Benchmark Rate Event.

"**Benchmark Rate Representativeness Event**" means, in respect of a Series and a Benchmark Rate, the making of an official announcement by the supervisor or the administrator of the Benchmark Rate, with effect from a date after 31 December 2021, that the Benchmark Rate is no longer representative of its relevant underlying market.

"**Benchmark Rate Representativeness Event Date**" means in respect of a Benchmark Rate Representativeness Date the later of a) the first date on which the Benchmark Rate is or will become no longer representative of its relevant underlying market pursuant the official announcement comprising the Benchmark Rate Representativeness Event, b) the date on which the official announcement comprising the Benchmark Rate Representativeness Event is made and c) 31 December 2021.

"**Broken Amount**" means the amount payable per Calculation Amount on the relevant Interest Payment Date as specified in the relevant Issue Terms.

"**Business Centre**" means any additional financial centre relevant for the purpose of determining Business Days, as specified in the relevant Issue Terms.

"**Business Day**" means a day on which commercial banks and foreign exchange markets settle payments in London and each Business Centre specified in the relevant Issue Terms.

"**Calculation Agent**" means, in respect of a Series where the Conditions of such Series so require, the entity specified as such in the Issue Terms.

"**Calculation Amount**" means the amount by reference to which the Interest Amount and the Final Redemption Amount is calculated as specified in the relevant Issue Terms.

"**Calculation Amount Factor**" means the number equal to (i) the Specified Denomination divided by (ii) the Calculation Amount.

"**Call Option Business Centre**" means any additional financial centre relevant for the purpose of determining Call Option Business Days, as specified in the relevant Issue Terms.

"**Call Option Business Day**" means a day on which commercial banks and foreign exchange markets settle payments in London and each Call Option Business Centre specified in the relevant Issue Terms.

"**Clearing System**" means each clearance system specified as such in the relevant Issue Terms and such further or alternative clearance system(s) as may be approved by the Bank from time to time and notified to the Noteholders in accordance with Base General Condition 16 (*Notices*).

"**Clearing System Cut-Off Time**" means (a) in the case of Euroclear, 10:00 a.m., Brussels time, (b) in the case of Clearstream, Luxembourg, 10:00 a.m., Luxembourg time or (c) such other time as determined by the Calculation Agent.

"**Clearstream, Luxembourg**" means Clearstream Banking, S.A..

"**CMS Business Centre**" means the financial centre(s) specified as such in the Issue Terms or, if none are so specified, (i) if the CMS Currency is GBP, London; (ii) if the CMS Currency is USD, U.S. Government Securities Business Day; (iii) if the CMS Currency is EUR, any financial centre(s) in which the TARGET System is operating; or (iv) if the CMS Currency is any other currency, London.

"**CMS Business Day**" means a day (i) on which commercial banks and foreign exchange markets settle payments in each CMS Business Centre, and, (ii) if "U.S. Government Securities Business Day" is a CMS Business Centre, which is a U.S. Government Securities Business Day.

"**CMS Currency**" means the currency specified as such in the relevant Issue Terms.

"**CMS Designated Maturity**" means the maturity specified as such in the relevant Issue Terms.

"**CMS Determination Date**" means the date specified as such in the relevant Issue Terms or, if no such date is specified in the relevant Issue Terms, then the first day of the Interest Accrual Period.

"**CMS Rate**" has the meaning given to it in Base General Condition 5(b)(C)(x) (*CMS Rate Determination for Floating Rate Notes*).

"**CMS Reference Banks**" means the CMS Reference Banks Number of leading swap dealers in the CMS Relevant Interbank Market selected by the Calculation Agent.

"**CMS Reference Banks Number**" means the number specified as such in the relevant Issue Terms, or if no number is so specified, five.

"**CMS Reference Time**" means the time specified as such in the relevant Issue Terms or, if no time is so specified: (i) if the CMS Currency is GBP, 11.00 a.m. London time; (ii) if the CMS Currency is USD, 11.00 a.m. New York time; or (iii) if the CMS Currency is EUR, 11.00 a.m. Brussels time.

"**CMS Relevant Interbank Market**" means the interbank market in the jurisdiction specified in the relevant Issue Terms or, if no jurisdiction is so specified, (i) if the CMS Currency is euro, the Euro-zone interbank market, (ii) if the CMS Currency is U.S. dollars, New York City or (iii) otherwise, London.

"**CMS Screen Page**" means the screen page specified as such in the relevant Issue Terms, or any successor page as determined by the Calculation Agent.

"**CMU Notes**" means Notes denominated in any lawful currency which the CMU Service accepts for settlement from time to time that are, or are intended to be, cleared through the CMU Service.

"**CMU Service**" or "**CMU**" means the Central Moneymarkets Unit Service operated by the HKMA.

"**Commodity Linked Autocall Notes**" means Autocall Notes in respect of which "Commodity Linked Autocall Provisions" is specified to be applicable in the relevant Issue Terms.

"**Commodity Linked Notes**" means Commodity Linked Interest Notes, Commodity Linked Redemption Notes or Commodity Linked Autocall Notes, as applicable.

"**Commodity Linked Interest Notes**" means Notes in respect of which "Commodity Linked Interest Provisions" is specified to be applicable in the relevant Issue Terms.

"**Commodity Linked Redemption Notes**" means Notes in respect of which "Commodity Linked Redemption Provisions" is specified to be applicable in the relevant Issue Terms.

"**Coupon Payout Conditions**" means the Structured Floating Rate Coupon Payout Conditions (*CPC Chapter 1*), Inverse Floating Rate Coupon Payout Conditions (*CPC Chapter 2*), Fixed Rate Step-up/Step-down Coupon Payout Conditions (*CPC Chapter 3*), Fixed to Floating Coupon Payout Conditions (*CPC Chapter 4*), Floating to Fixed Coupon Payout Conditions (*CPC Chapter 5*), Fixed to Floating Switchable Coupon Payout Conditions (*CPC Chapter 6*), Floating to Fixed Switchable Coupon Payout Conditions (*CPC Chapter 7*), Fixed Rate Range Accrual Coupon Payout Conditions (*CPC Chapter 8*), Floating Rate Range Accrual Coupon Payout Conditions (*CPC Chapter 9*), Fixed Rate Dual Range Accrual Coupon Payout Conditions (*CPC Chapter 10*), Floating Rate Dual Range Accrual Coupon Payout Conditions (*CPC Chapter 11*), Digital Coupon Payout Conditions (*CPC Chapter*), Inflation-Linked Coupon Payout Conditions (*CPC Chapter 13*), Inflation Protected Coupon Payout Conditions (*CPC Chapter 14*), Performance Coupon Payout Conditions (*CPC Chapter 15*) and Annualised Performance Coupon Payout Conditions (*CPC Chapter 16*).

"**Currency Linked Autocall Notes**" means Autocall Notes in respect of which "Currency Linked Autocall Provisions" is specified to be applicable in the relevant Issue Terms.

"**Currency Linked Notes**" means Currency Linked Interest Notes, Currency Linked Redemption Notes or Currency Linked Autocall Notes, as applicable.

"**Currency Linked Interest Notes**" means Notes in respect of which "Currency Linked Interest Provisions" is specified to be applicable in the relevant Issue Terms.

"**Currency Linked Redemption Notes**" means Notes in respect of which "Currency Linked Redemption Provisions" is specified to be applicable in the relevant Issue Terms.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the "**Calculation Period**"):

(i) if "Actual/Actual" or "Actual/Actual – ISDA" is specified in the relevant Issue 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 (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "Actual/365 (Fixed)" is specified in the relevant Issue Terms, the actual number of days in the Calculation Period divided by 365;

(iii) if "Actual/360" is specified in the relevant Issue Terms, the actual number of days in the Calculation Period divided by 360;

(iv) if "30/360", "360/360" or "Bond Basis" is specified in the relevant Issue 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_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

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

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" 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

"**D_2**" 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_1 is greater than 29, in which case D_2 will be 30;

(v) if "30E/360" or "Eurobond Basis" is specified in the relevant Issue 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_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

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

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

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

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30;

(vi) if "30E/360 (ISDA)" is specified in the relevant Issue 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_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

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

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (A) that day is the last day of February or (B) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (x) that day is the last day of February but not the Maturity Date or (y) such number would be 31, in which case D_2 will be 30; and

(vii) if "Actual/Actual ICMA" is specified in the relevant Issue Terms:

(A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in such Calculation Period divided by the product of:

(x) the number of days in such Determination Period; and

(y) the number of Determination Periods normally ending in any year; or

(B) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Periods normally ending in any year;

where:

"**Determination Date**" means the date specified as such in the relevant Issue Terms or, if none is so specified, each Interest Payment Date; and

"**Determination Period**" means the period from and including a Determination Date (as specified in the relevant Issue Terms) in any year to but excluding the next Determination Date; and

(viii) if "Not Applicable" is specified in the relevant Issue Terms, 1.

"**Early Redemption Amount**" has the meaning given to it in Base General Condition 7(b) (*Early Redemption*).

"**Early Redemption Date**" has the meaning given to it in Base General Condition 7(i) (*Redemption Following Benchmark Rate Event*).

"**Established Rate**" means the rate for the conversion of the Specified Currency (taking into account rules relating to roundings in accordance with applicable European Community regulations) into Euro established by the Council of the European Union pursuant to the first sentence of Article 123 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 on the Functioning of the European Union, as amended.

"**Euroclear**" means Euroclear Bank SA/NV

"**Eurozone**" means the region comprising of Member States of the European Union that adopt or have adopted the single currency in accordance with the Treaty establishing the European Community, as amended.

"**Final Redemption Amount**" means, in respect of each Note,

(a) the product of:

(i) unless paragraph (ii) below applies, the amount per Calculation Amount specified as such in the relevant Issue Terms (or if no such amount is specified, the Calculation Amount); or

(ii) if a Redemption Payout Condition is specified in the relevant Issue Terms to be applicable, the amount per Calculation Amount equal to the Final Price (as defined in such Redemption Payout Condition),

and the Calculation Amount Factor less,

(b) if applicable, each Note's pro rata share of any Expenses.

"**Hedging Party**" means, in respect of Notes, any party hedging the price risk of such Notes through any hedge or related trading position.

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

"**HKMA**" means the Hong Kong Monetary Authority appointed pursuant to Section 5A of the Exchange Fund Ordinance (Cap. 66 of the Laws of Hong Kong) or its successors.

"**Independent Adviser**" means an independent financial institution of international repute or an independent adviser of recognised standing with appropriate expertise appointed by the Bank at its own expense under Base General Condition 5(l)B(iii) (*SOFR Benchmark Amendments*).

"**Index Linked Autocall Notes**" means Autocall Notes in respect of which "Index Linked Autocall Provisions" is specified to be applicable in the relevant Issue Terms.

"**Index Linked Notes**" means Index Linked Interest Notes, Index Linked Redemption Notes or Index Linked Autocall Notes, as applicable.

"**Index Linked Interest Notes**" means Notes in respect of which "Index Linked Interest Provisions" is specified to be applicable in the relevant Issue Terms.

"**Index Linked Redemption Notes**" means Notes in respect of which "Index Linked Redemption Provisions" is specified to be applicable in the relevant Issue Terms.

"**Industry Standard Rate**" means, in respect of a Benchmark Rate, the rate that is, in the determination of the Benchmark Rate Determination Agent, recognised or acknowledged as being the industry standard (or otherwise customarily widely adopted) replacement rate for over-the-counter derivative transactions which reference such Benchmark Rate, which recognition or acknowledgment may be in the form of a press release, a member announcement, a member advice, letter, protocol, publication of standard terms or otherwise by ISDA or any other industry body.

"**Inflation Linked Notes**" means Inflation Linked Interest Notes or Inflation Linked Redemption Notes, as applicable.

"**Inflation Linked Interest Notes**" means Notes in respect of which (i) which the Reference Item is an Inflation Index and (ii) a Coupon Payout Condition is specified in the relevant Issue Terms to be applicable.

"**Inflation Linked Redemption Notes**" means Notes in respect of which (i) which the Reference Item is an Inflation Index and (ii) a Redemption Payout Condition is specified in the relevant Issue Terms to be applicable.

"**Initial Rate of Interest**" means the initial rate of interest per annum specified in the Issue Terms;

"**Interest Accrual Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

"**Interest Amount**" means:

(i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified in the relevant Issue Terms, shall mean the Fixed Coupon Amount or Broken Amount specified in the relevant Issue Terms as being payable on the Interest Payment Date falling at the end of the Interest Period of which such Interest Accrual Period forms part; and

(ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

"**Interest Commencement Date**" means the Issue Date or such other date as may be specified in the relevant Issue Terms.

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Issue Terms or, if none is so specified, (i) if the Reference Rate is GBP LIBOR or SONIA, the first day of such Interest Accrual Period, or (ii) if the Reference Rate is USD LIBOR, CHF LIBOR, JPY LIBOR, SOFR the second London business day prior to the first day of such Interest Accrual Period (iii) if the Reference Rate is EURIBOR or EONIA, the second TARGET Business Days prior to the first day of such Interest Accrual Period, or (iv) if the Reference Rate is BBSW, the first day of such Interest Accrual Period, or (v) if the Reference Rate is CDOR, the first day of such Interest Accrual Period, or (vi) if the Reference Rate is HIBOR, the first day of such Interest Accrual Period, or (vii) if the Reference Rate is SIBOR, the second Singapore business day prior to the first day of such Interest Accrual Period, or (viii) if the Reference Rate is STIBOR, the second Stockholm business day prior to the first day of such Interest Accrual Period, or (ix) if the Reference Rate is TIBOR, the second Tokyo business day prior to the first day of such Interest Accrual Period, or (x) if the Reference Rate is NIBOR, the second Oslo business day prior to the first day of such Interest Accrual Period.

"**Interest Payment Date**" means each date specified as such in the relevant Issue Terms.

"**Interest Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

"**Interest Period Date**" means each Interest Payment Date unless otherwise specified in the relevant Issue Terms.

"**ISDA Definitions**" means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., and in respect of the Notes, as amended and supplemented up to and including the Issue Date for the first Tranche of the Notes (or as otherwise specified in the relevant Issue Terms).

"**Issue Date**" means the issue date specified as such in the relevant Issue Terms.

"**Issue Terms**" has the meaning in the preamble hereto.

"**Lock-out Period**" means the period from, and including, the day following the Interest Determination Date to, but excluding, the corresponding Interest Period Date.

"**Multi-Asset Basket Linked Autocall Notes**" means Autocall Notes in respect of which "Multi-Asset Basket Linked Autocall Provisions" is specified to be applicable in the relevant Issue Terms.

"**Multi-Asset Basket Linked Notes**" means Multi-Asset Basket Linked Interest Notes, Multi-Asset Basket Linked Redemption Notes or Multi-Asset Basket Linked Autocall Notes, as applicable.

"**Multi-Asset Basket Linked Interest Notes**" means Notes in respect of which "Multi-Asset Basket Linked Interest Provisions" is specified to be applicable in the relevant Issue Terms.

"**Multi-Asset Basket Linked Redemption Notes**" means Notes in respect of which "Multi-Asset Basket Linked Redemption Provisions" is specified to be applicable in the relevant Issue Terms.

"**New York Fed's Website**" means the website of the Federal Reserve Bank of New York currently at http://www.newyorkfed.org, or any successor website of the Federal Reserve Bank of New York.

"**Observation Period**" means, in respect of an Interest Accrual Period, the period from and including the date falling "p" Business Days prior to the first day of the relevant Interest Accrual Period and ending on, but excluding, the date which is "p" Business Days prior to the Interest Period Date for such Interest Accrual Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Notes become due and payable).

"**Optional Redemption Amount**" means the amount so specified in the applicable Issue Terms (if any).

"**Payout Conditions**" means the Coupon Payout Conditions and the Redemption Payout Conditions.

"**PRC**" means the People's Republic of China which, for the purpose of these Base General Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan.

"**Priority Fallback**" has the meaning given to it in Base General Condition 5(m) (*Specific Provisions for Certain Benchmark Rates*).

"**Rate Linked Autocall Notes**" means Autocall Notes in respect of which "Rate Linked Autocall Provisions" is specified to be applicable in the relevant Issue Terms.

"**Rate Linked Notes**" means Rate Linked Interest Notes, Rate Linked Redemption Notes or Rate Linked Autocall Notes, as applicable.

"**Rate Linked Interest Notes**" means Notes in respect of which "Rate Linked Interest Provisions" is specified to be applicable in the relevant Issue Terms.

"**Rate Linked Redemption Notes**" means Notes in respect of which "Rate Linked Redemption Provisions" is specified to be applicable in the relevant Issue Terms.

"**Rate of Interest**" means the rate of interest payable from time to time in respect of this Note and that is either specified in or calculated in accordance with the provisions of Base General Condition 5 (*Interest and other Calculations*) or the relevant Coupon Payout Conditions, in each case as supplemented or completed by the relevant Issue Terms.

"**Redemption Payout Conditions**" means the Performance Redemption Payout Conditions (*RPC Chapter 1*), Performance Plus Downside Redemption Payout Conditions (*RPC Chapter 2*), Performance Plus Conditional Downside Redemption Payout Conditions (*RPC Chapter 3*), Absolute Performance Redemption Payout Conditions (*RPC Chapter 4*), Reverse Convertible Redemption Payout Conditions (*RPC Chapter 5*), Reverse Convertible Plus Conditional Downside Redemption Payout Conditions (*RPC Chapter 6*), Inflation Protected Redemption Payout Conditions (*RPC Chapter 7*) and Dual Currency Redemption Payout Conditions (*RPC Chapter 8*).

"**Redenomination Date**" means the date on which the country of the Acceding Currency first participates in the third stage of European economic and monetary union.

"**Reference Banks**" means the entities specified as such in the Issue Terms or, if none are so specified, (i) in the case of a determination of GBP LIBOR, USD LIBOR, CHF LIBOR, JPY LIBOR or SONIA, the principal London office of four major banks in the London interbank market; (ii) in the case of a determination of EURIBOR or EONIA, the principal Eurozone office of four major banks in the Eurozone interbank market; (iii) in the case of a determination of BBSW, the principal Sydney office of the five financial institutions authorized to quote on the Reuters Screen BBSW Page; (iv) in the case of a determination of CDOR, the principal Toronto office of four major Canadian Schedule 1 chartered banks; (v) in the case of a determination of HIBOR, the principal Hong Kong office of four major banks in the Hong Kong interbank market; (vi) in the case of a determination of NIBOR, the principal Oslo office of four major banks in the Oslo interbank market; (vii) in the case of a determination of SIBOR, the principal Singapore office of four major banks in the Singapore interbank market; (viii) in the case of a determination of STIBOR, the principal Stockholm office of four major banks in the Stockholm interbank market; or (ix) in the case of a determination of TIBOR, the principal Tokyo office of four major banks in the Tokyo interbank market, in each case selected by the Calculation Agent in consultation with the Company or as specified in the relevant Issue Terms.

"**Reference Day**" means each Business Day in the relevant Interest Accrual Period, other than any Business Day in the Lock-out Period.

"**Reference Item**" means each Index (as defined in the Index Linked Asset Conditions), Inflation Index (as defined in the Inflation Linked Asset Conditions), Relevant Commodity, Commodity Index (both as defined in the Commodity Linked Asset Conditions), FX Rate (as defined in the Currency Linked Asset Conditions) or Underlying Rate (as defined in the Rate Linked Asset Conditions), specified as such in the relevant Issue Terms.

"**Reference Item Linked Redemption Notes**" means Index Linked Redemption Notes, Inflation Linked Redemption Notes, Currency Linked Redemption Notes, Commodity Linked Redemption Notes, Rate Linked Redemption Notes or Multi-Asset Basket Linked Redemption Notes, as applicable.

"**Reference Rate**" means: (i) the Sterling London interbank offered rate ("**GBP LIBOR**"); (ii) the Dollar London interbank offered rate ("**USD LIBOR**"); (iii) the Swiss Franc London interbank offered rate ("**CHF LIBOR**"); (iv) the Yen London Interbank offered rate ("**JPY LIBOR**"); (v) the Eurozone interbank offered rate ("**EURIBOR**"); (vi) the Australian Bank Bill Swap rate ("**BBSW**"); (vii) the Canadian Dollar bankers acceptances rate ("**CDOR**"); (viii) the Hong Kong interbank offered rate ("**HIBOR**"); (ix) the Singapore dollars interbank offered rate ("**SIBOR**"); (x) the Stockholm interbank offered rate ("**STIBOR**"); (xi) the Tokyo interbank offered rate ("**TIBOR**"); (xii) the Norwegian kroner interbank offered rate ("**NIBOR**"), in each case, for the designated maturity as specified in the relevant Issue Terms; (xiii) the European overnight rate index average ("**EONIA**"); (xiv) Sterling overnight index average ("**SONIA**") as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors in each case on the Business Day immediately following the Business Day in respect of which the rate is provided; or (xv) the Secured Overnight Financing Rate ("**SOFR**") as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Fed's Website, in each case on or about 5:00p.m. (New York City Time) on the Business Day immediately following the Business Day in respect of which the rate is provided.

"**Relevant Interbank Market**" means the market specified as such in the Issue Terms or, if none are so specified, (i) if the Reference Rate is GBP LIBOR, USD LIBOR, CHF LIBOR, JPY LIBOR or SONIA, the London interbank market; (ii) if the Reference Rate is EURIBOR or EONIA, the Eurozone interbank market; (iii) if the Reference Rate is BBSW, the Sydney interbank market; (iv) if the Reference Rate is CDOR, the Toronto interbank market; (v) if the Reference Rate is HIBOR, the Hong Kong interbank market; (vi) if the Reference Rate is NIBOR, the Oslo interbank market; (vii) if the Reference Rate is SIBOR, the Singapore interbank market; (viii) if the Reference Rate is STIBOR, the Stockholm interbank market; or (ix) if the Reference Rate is TIBOR, the Tokyo interbank market.

"**Relevant Market Data**" means, in relation to any determination, any relevant information including, without limitation, one or more of the following types of information:

(i) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, alternative benchmarks, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or

(ii) information of the type described in sub-paragraph (i) above from the Reference Rate Determination Agent's internal sources if that information is of the same type used by the Reference Rate Determination Agent for adjustments to, or valuations of, similar transactions.

Relevant Market Data will include information pursuant to sub-paragraph (i) above unless that information is not readily available or, if used to make a determination, would produce a result that is not commercially reasonable. Third parties supplying market data pursuant to sub-paragraph (i) above may include, without limitation, central counterparties, exchanges, dealers in the relevant markets, end-users of the relevant product, information vendors, brokers and other recognised sources of market information.

"**Relevant Nominating Body**" means, in respect of a Benchmark Rate:

(i) the central bank for the currency to which the Benchmark Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Benchmark Rate; or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the Benchmark Rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the Benchmark Rate or the administrator of the Benchmark Rate, (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service on which the Reference Rate may be published (if Screen Rate Determination applies) as may be specified in the relevant Issue Terms and any successor thereto as determined by the Calculation Agent in consultation with the Bank.

"**Relevant Time**" means the time specified as such in the Issue Terms or, if none are so specified, (i) if the Reference Rate is GBP LIBOR, SONIA, USD LIBOR, CHF LIBOR or JPY LIBOR, approximately 11.00 a.m. (London time); (ii) if the Reference Rate is EONIA, approximately 4.30 p.m. (Brussels time); (iii) if the Reference Rate is EURIBOR, approximately 11.00 a.m. (Brussels time); (iv) if the Reference Rate is BBSW, approximately 10.00 a.m. (Sydney time); (v) if the Reference Rate is CDOR, approximately 10.00 a.m. (Toronto time); (vi) if the Reference Rate is HIBOR, approximately 11.00 a.m. (Hong Kong time); (vii) if the Reference Rate is NIBOR, approximately 12.00 noon (Oslo time) (viii) if the Reference Rate is SIBOR, approximately 11.00 a.m. (Singapore time); (ix) if the Reference Rate is STIBOR, approximately 11.00 a.m. (Stockholm time); or (x) if the Reference Rate is TIBOR, approximately 11.00 a.m. (Tokyo time).

"**Renminbi**" means the lawful currency of the People's Republic of China.

"**Replacement Benchmark Rate**" means, in respect of a Series and a Benchmark Rate:

(i) the Alternative Pre-nominated Benchmark Rate (if any); or

(ii) if sub-paragraph (i) above does not apply or if the Benchmark Rate Determination Agent determines that (a) it is or would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements for the Bank or the Calculation Agent to perform the calculations prescribed in Base General Conditions 5(l) (or it would be unlawful or would contravene those licensing requirements were a calculation to be made at such time) using the Alternative Pre-nominated Benchmark Rate, (a) an Alternative Post-nominated Benchmark Rate which the Benchmark Rate Determination Agent determines is an Industry Standard Rate; or (b) if the Benchmark Rate Determination Agent determines that there is no Alternative Post-nominated Benchmark Rate or that no Alternative Post-nominated Benchmark Rate is an Industry Standard Rate, any other index, benchmark or other price source selected by the Benchmark Rate Determination Agent.

If the Replacement Benchmark Rate is determined to be an Alternative Post-nominated Benchmark Rate, the Benchmark Rate Determination Agent shall specify a date on which the index, benchmark or other price source was recognised or acknowledged as being the relevant industry standard (which may be before such index, benchmark or other price source commences) in the notice to the Noteholders specifying the Replacement Benchmark Rate.

"**Replacement Benchmark Rate Adjustment Spread**" means, in respect of any Series and any Replacement Benchmark Rate, the adjustment, if any, to a Replacement Benchmark Rate that the Benchmark Rate Determination Agent determines, acting in good faith and in a commercially reasonable manner, which is required as a result of the replacement of the Benchmark Rate with the Replacement Benchmark Rate. Any such adjustment may take account of, without limitation, any transfer of economic value as a result of any difference in the term structure or tenor of the Replacement Benchmark Rate by comparison to the Benchmark Rate. The Replacement Benchmark Rate Adjustment Spread may be positive, negative or zero or determined pursuant to a formula or methodology. If the Benchmark Rate Determination Agent is required to

determine the Replacement Benchmark Rate Adjustment Spread, it shall consider Relevant Market Data. If a spread or methodology for calculating a spread has been formally designated, nominated or recommended by any Relevant Nominating Body in relation to the replacement of the Benchmark Rate with the relevant Replacement Benchmark Rate, the Replacement Benchmark Rate Adjustment Spread shall be determined on the basis of such recommendation (adjusted as necessary to reflect the fact that the spread or methodology is used in the context of the Notes).

"**Replacement Benchmark Rate Amendments**" has the meaning given to it in Base General Condition 5(l) (*Benchmark Rate Event*).

"**Risk-Free Rate Event**" has the meaning given to it in the definition of "Benchmark Rate Event".

"**Risk-Free Rate Event Date**" has the meaning given to it in the definition of "Benchmark Rate Event".

"**RNS**" means the Regulatory News Services, a news service provided by the London Stock Exchange.

"**Specified Currency**" means the currency specified in the relevant Issue Terms or, if none is specified, the currency of the Notes.

"**Sterling**" means pounds sterling.

"**TARGET Business Day**" means a day on which the TARGET System is operating.

"**TARGET System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System or any successor thereto.

"**Trade Date**" means the trade date (if any) specified as such in the relevant Issue Terms.

"**Tranche**" means, in respect of a Series, those Notes of that Series issued on the same date at the same issue price and in respect of which the first payment of interest is identical.

"**Treaty**" means the Treaty establishing the European Community, as amended.

"**U.S. dollars**" means United States dollars.

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities.

"**Zero Coupon Note**" means a Note the Interest Basis of which is specified to be Zero Coupon.

3 Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes

(a) Exchange of Exchangeable Bearer Notes

Subject as provided in Base General Condition 3(f) (*Closed Periods*), Exchangeable Bearer Notes may be exchanged for the same aggregate nominal amount of Registered Notes at the request in writing of the relevant Noteholder and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unmatured Receipts, Coupons and Talons relating to it, at the specified office of any Transfer Agent; provided, however, that where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Base General Condition 8(b) (*Registered Notes*)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes that are not Exchangeable Bearer Notes may not be exchanged for Registered Notes.

(b) Transfer of Registered Notes

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Note Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Note Certificate duly completed and executed and such other evidence as the Registrar or Transfer Agent may reasonably require to prove the title of the transferor. In the case of a transfer of part only of a holding of Registered Notes represented by one Note Certificate, a new Note Certificate shall be issued to the transferee in respect of the part transferred and a further new Note Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Bank, with the prior written approval of the Registrar and the Noteholders. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.

(c) Exercise of Options or Partial Redemption in Respect of Registered Notes

In the case of an exercise of the Bank's or a Noteholder's option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Note Certificate, a new Note Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Note Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Note Certificates shall only be issued against surrender of the existing Note Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Note Certificate representing the enlarged holding shall only be issued against surrender of the Note Certificate representing the existing holding.

(d) Delivery of New Note Certificates

Each new Note Certificate to be issued pursuant to Base General Condition 3(a) (*Exchange of Exchangeable Bearer Notes*), 3(b) (*Transfer of Registered Notes*) or 3(c) (*Exercise of Options or Partial Redemption in Respect of Registered Notes*) shall be available for delivery within three business days of receipt of the request for exchange, form of transfer or Note Exercise Notice (as defined in Base General Condition 7(f) (*Redemption at the Option of Noteholders*)) or surrender of the Note Certificate for exchange. Delivery of the new Note Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer, Note Exercise Notice or Note Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, Note Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Note Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Fiscal Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Base General Condition 3(d) (*Delivery of New Note Certificates*), "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(e) Exchange Free of Charge

Exchange and transfer of Notes and Note Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Bank, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may reasonably require).

(f) Closed Periods

No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for one or more Registered Note(s) (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (ii) during the period of 15 days prior to any date on which Notes may be called for redemption by the Bank at its option pursuant to Base General Condition 7(e) (*Redemption at the Option of the Bank*), (iii) after any such Note has been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date. An Exchangeable Bearer Note called for redemption may, however, be exchanged for one or more Registered Note(s) in respect of which the Note Certificate is simultaneously surrendered not later than the relevant Record Date.

4 Status of the Notes

Subject to such exceptions as may be provided by mandatory provisions of applicable law, the Notes and the Receipts and Coupons relating to them constitute unsecured and unsubordinated obligations of the Bank and rank *pari passu* without any preference among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Bank.

5 Interest and other Calculations

The Notes may bear interest by reference to:

(a) one or more fixed rates ("**Fixed Rate Notes**");

(b) one or more floating rates ("**Floating Rate Notes**"); or

(c) a rate determined in accordance with a Coupon Payout Condition, as specified in the relevant Issue Terms ("**Structured Rate Notes**").

Structured Rate Notes may bear interest by reference to one or more Reference Items, as specified in the relevant Issue Terms.

(a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding nominal amount from (and including) the Interest Commencement Date at the rate(s) per annum (expressed as a percentage) equal to the Rate(s) of Interest, and such interest shall be payable, subject as provided herein, in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with this Base General Condition 5 (*Interest and other Calculations*).

(b) Interest on Floating Rate Notes

(i) Interest Payment Dates

Each Floating Rate Note bears interest on its outstanding nominal amount from (and including) the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The Interest Amount shall be determined in accordance with Base General Condition 5(g) (*Calculations*).

(ii) Rate of Interest for Floating Rate Notes

The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in accordance with the provisions below relating to either ISDA Determination, Screen Rate Determination or CMS Rate Determination, depending upon which is specified in the relevant Issue Terms to be applicable. Unless otherwise stated in the relevant Issue Terms, the Minimum Rate of Interest shall be deemed to be zero.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the relevant Issue Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate (subject to Base General Condition 5(f) (*Margin, Maximum Rates of Interest, Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding*), if applicable). For the purposes of this paragraph (A), "**ISDA Rate**" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction that is governed by an ISDA Master Agreement which incorporates the ISDA Definitions and under which:

(x) the Floating Rate Option is as specified in the relevant Issue Terms;

(y) the Designated Maturity is a period specified in the relevant Issue Terms; and

(z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the relevant Issue Terms;

provided that, if no Benchmark Rate Event has occurred and the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined by the Calculation Agent, in consultation with the Bank, in a commercially reasonable manner (though applying the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest, if any, relating to the Interest Accrual Period).

For the purposes of this paragraph (A), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**", "**Reset Date**" and "**Swap Transaction**" have the meanings given to them in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes

(I) If "Applicable – Term Rate" is specified as the method of Screen Rate Determination in the applicable Issue Terms:

(x) Where Screen Rate Determination is specified in the relevant Issue Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below and subject to Base General Condition 5(f) (*Margin, Maximum Rates of Interest, Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding*) and Base General Condition 5(l) (*Benchmark Rate Event*), be either:

(I) the offered quotation; or

(II) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Relevant Time on the Interest Determination Date in question 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 of such offered quotations.

(y) If no Benchmark Rate Event has occurred and if the Relevant Screen Page is not available or if paragraph (x)(I) above applies and no such offered quotation appears on the Relevant Screen Page or if paragraph (x)(II) above applies and fewer than three such

offered quotations appear on the Relevant Screen Page, in each case, as at the time specified above, subject as provided below, 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 Reference Rate at the Relevant Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent.

(z) If paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) 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 the Relevant Time on the relevant Interest Determination Date, deposits in the Specified Currency (as defined in Base General Condition 2 (*Definitions*)) for a period equal to that which would have been used for the Reference Rate by leading banks in the Relevant Interbank Market, or, if fewer than two of the Reference Banks provide the Calculation Agent with such 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 of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate at which, at the Relevant Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Bank suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the Relevant Interbank Market, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph (z), the Rate of Interest shall be determined by the Calculation Agent, in consultation with the Bank, in a commercially reasonable manner though applying the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest, if any, relating to the Interest Accrual Period to which such Rate of Interest applies.

(II) If "Applicable – Overnight Rate" is specified as the method of Screen Rate Determination in the applicable Issue Terms:

(i) where the Calculation Method in respect of the relevant Series of Floating Rate Notes is specified in the applicable Issue Terms as being "Compounded Daily", the Rate of Interest for each Interest Accrual Period will, subject as provided below and subject to Base General Condition 5(f) (*Margin, Maximum Rates of Interest, Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding*) and Base General Condition 5(l) (*Benchmark Rate Event*), be the Compounded Daily Reference Rate plus or minus (as indicated in the applicable Issue Terms) the Margin, where:

"**Compounded Daily Reference Rate**" means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the applicable Issue Terms and further provided for below) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Issue Terms) on the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{r_{\text{i - pBD}} \times \text{n}_\text{i}}{D}\right)-1\right]\times\frac{D}{d}$$

where:

"**D**" is the number specified in the applicable Issue Terms;

"**d**" is the number of calendar days in the relevant Interest Accrual Period;

"$\mathbf{d_o}$" is the number of Business Days in the relevant Interest Accrual Period;

"**i**" is a series of whole numbers from one to d_o, each representing the relevant Business Day in chronological order from, and including, the first Business Day in the relevant Interest Accrual Period;

"**Business Day**" or "**BD**", in this Base General Condition 5(b)(B)(II) has the meaning set out in Base General Condition 2, save that where "SOFR" is specified as the Reference Rate, it means a U.S. Government Securities Business Day;

"$\mathbf{n_i}$", for any Business Day "i", means the number of calendar days from and including such Business Day "i" up to but excluding the following Business Day;

"**p**" means, for any Interest Accrual Period:

a. where "Lag" is specified as the Observation Method in the applicable Issue Terms, the number of Business Days included in the Observation Look-Back Period specified in the applicable Issue Terms (or, if no such number is specified five Business Days);

b. where "Lock-out" is specified as the Observation Method in the applicable Issue Terms, zero;

"**r**" means:

a. where in the applicable Issue Terms "SONIA" is specified as the Reference Rate and "Lag" is specified as the Observation Method, in respect of any Business Day, the SONIA rate in respect of such Business Day;

b. where in the applicable Issue Terms "SOFR" is specified as the Reference Rate and "Lag" is specified as the Observation Method, in respect of any Business Day, the SOFR in respect of such Business Day;

c. where in the applicable Issue Terms "SONIA" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

1. in respect of any Business Day "i" that is a Reference Day, the SONIA rate in respect of the Business Day immediately preceding such Reference Day, and

2. in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SONIA rate in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest

Accrual Period (such last Reference Day coinciding with the Interest Determination Date); and

d. where in the applicable Issue Terms "SOFR" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

1. in respect of any Business Day "i" that is a Reference Day, the SOFR in respect of the Business Day immediately preceding such Reference Day, and

2. in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SOFR in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Accrual Period (such last Reference Day coinciding with the Interest Determination Date); and

"$\mathbf{r_{i-pBD}}$" means the applicable Reference Rate as set out in the definition of "r" above for, where "Lag" is specified as the Observation Method in the applicable Issue Terms, the Business Day (being a Business Day falling in the relevant Observation Period) falling "p" Business Days prior to the relevant Business Day "i" or, where "Lock-out" is specified as the Observation Method in the applicable Issue Terms, the relevant Business Day "i".

(ii) where the Calculation Method in respect of the relevant Series of Floating Rate Notes is specified in the applicable Issue Terms as being "Weighted Average", the Rate of Interest for each Interest Accrual Period will, subject as provided below and subject to Base General Condition 5(f) (*Margin, Maximum Rates of Interest, Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding*) and Base General Condition 5(l) (*Benchmark Rate Event*), be the Weighted Average Reference Rate (as defined below) plus or minus (as indicated in the applicable Issue Terms) the Margin and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Issue Terms) on the Interest Determination Date and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards, where:

"**Weighted Average Reference Rate**" means:

a. where "Lag" is specified as the Observation Method in the applicable Issue Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day; and

b. where "Lock-out" is specified as the Observation Method in the applicable Issue Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Interest Accrual Period, calculated by multiplying each relevant Reference Rate by the number of days such rate is in effect, determining the sum of such products and

dividing such sum by the number of calendar days in the relevant Interest Accrual Period, provided however that for any calendar day of such Interest Accrual Period falling in the Lock-out Period, the relevant Reference Rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day.

(iii) subject to Base General Condition 5(f) (*Margin, Maximum Rates of Interest, Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding*) and Base General Condition 5(l) (*Benchmark Rate Event*), where "SONIA" is specified as the Reference Rate in the applicable Issue Terms, if, in respect of any Business Day, SONIA is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such Reference Rate shall be:

1. (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant Business Day; plus (ii) the mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate, or

2. if such Bank Rate is not available, the SONIA rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding Business Day on which the SONIA rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), and

in each case, "r" shall be interpreted accordingly.

(iv) subject to Base General Condition 5(f) (*Margin, Maximum Rates of Interest, Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding*) and Base General Condition 5(l) (*Benchmark Rate Event*), where "SOFR" is specified as the Reference Rate in the applicable Issue Terms, if, in respect of any Business Day, the Reference Rate is not available, such Reference Rate shall be the SOFR for the first preceding Business Day on which the SOFR was published on the New York Fed's Website, and "r" shall be interpreted accordingly.

(v) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to Base General Condition 5(l) (*Benchmark Rate Event*), the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period) or (ii) if there is no such preceding

Interest Determination Date, the Initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).

If the relevant Series of Notes become due and payable in accordance with Base General Condition 11 (*Events of Default and Enforcement*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Issue Terms, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

(C) CMS Rate Determination for Floating Rate Notes

(x) Where CMS Rate Determination is specified in the relevant Issue Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below and subject to Base General Condition 5(f) (*Margin, Maximum Rates of Interest, Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding*), be the annual swap rate or semi-annual swap rate, as the case may be (the "**CMS Rate**"), for swap transactions in the CMS Currency with a maturity of the CMS Designated Maturity, expressed as a percentage, which appears on the CMS Screen Page as of the CMS Reference Time on the CMS Determination Date.

(y) If no Benchmark Rate Event has occurred and if the CMS Screen Page is not available or if the relevant swap rate does not appear on the CMS Screen Page as at the CMS Reference Time on the CMS Determination Date, the Calculation Agent shall request each of the CMS Reference Banks to provide the Calculation Agent with its mid-market swap rate quotation (expressed as a percentage) at approximately the CMS Reference Time on the CMS Determination Date in question. For this purpose, the mid-market swap rate means the arithmetic mean of the bid and offered rates for the annual or, as the case may be, semi-annual fixed leg, calculated on a 30/360 day count fraction basis, of a fixed-for-floating CMS Currency interest rate swap with a term equal to the CMS Designated Maturity commencing on the first day of the Interest Accrual Period with an acknowledged dealer of good credit in the swap market for an amount that is representative of transactions in the relevant market at the relevant time, where the floating leg is equivalent to the floating rate on the basis of which the relevant CMS Rate is determined. If at least three quotations are received, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest), as determined by the Calculation Agent.

(z) If the Rate of Interest cannot be determined in accordance with the foregoing provisions of paragraph (y) above, the Rate of Interest shall be determined by the Calculation Agent, in consultation with the Bank, in a commercially reasonable manner (though applying the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest, if any, relating to the Interest Accrual Period to which such Rate of Interest applies).

(D) Linear Interpolation

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

"**Applicable Maturity**" means (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate, (b) in relation to ISDA Determination, the Designated Maturity and (c) in relation to CMS Rate Determination, the CMS Designated Maturity.

(c) Interest on Structured Rate Notes

Each Structured Rate Note bears interest on its outstanding nominal amount from (and including) the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The Rate of Interest in respect of Structured Rate Notes for each Interest Accrual Period shall be determined in accordance with the relevant Coupon Payout Condition as supplemented or completed by the relevant Issue Terms. The Interest Amount shall be determined in accordance with Base General Condition 5(g) (*Calculations*).

(d) Zero Coupon Notes

Where a Zero Coupon Note is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the due date for redemption, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as defined in Base General Condition 7(b)(i)(B) (*Zero Coupon Notes*)).

(e) Accrual of Interest

Interest (if any) shall 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 (upon due presentation thereof where presentation is required) payment of principal is improperly withheld or refused or unless default is otherwise made in respect of payment, in which event interest shall continue to accrue or, in the case of Zero Coupon Notes, shall accrue (in each case, both before and after judgment) at the Rate of Interest in the manner provided in this Base General Condition 5 (*Interest and other Calculations*) to (but excluding) the Relevant Date (as defined in Base General Condition 9(a) (*Taxation*)).

(f) Margin, Maximum Rates of Interest, Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding

(i) In respect of any Floating Rate Notes, if any Margin is specified in the relevant Issue Terms (either (A) generally or (B) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest in the case of (A), or the Rates of Interest for the specified

Interest Accrual Periods in the case of (B), calculated in accordance with Base General Condition 5(b) (*Interest on Floating Rate Notes*) above by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin, subject always to the next paragraph.

(ii) In respect of any Floating Rate Notes, if any Maximum Rate of Interest and/or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified in the relevant Issue Terms, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum and/or minimum, as the case may be.

(iii) For the purposes of any calculations required pursuant to these Base General Conditions (unless otherwise specified in the relevant Issue Terms), (A) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (B) all figures shall be rounded to seven significant figures (with halves being rounded up) and (C) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up).

(g) Calculations

Unless the Interest Amount is specified in the Issue Terms, the Interest Amount in respect of any Calculation Amount for any Interest Accrual Period shall be equal to the product of the Rate of Interest for such Interest Accrual Period, the Calculation Amount specified in the relevant Issue Terms and the Day Count Fraction for such Interest Accrual Period. Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply, save that the Day Count Fraction shall be applied to the period for which interest is required to be calculated.

(h) Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts

The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period or Interest Payment Date, calculate the Final Redemption Amount(s), Early Redemption Amount, Optional Redemption Amount or any Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and/or the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount(s), Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Bank, each of the Paying Agents, the Registrar, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the rules of any applicable stock exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Base General Condition 5(k)(i) (*Business Day Convention*), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period.

If the Notes become due and repayable under Base General Condition 11 (*Events of Default and Enforcement*), the accrued interest and the Rate of Interest payable in respect of the Notes shall, subject in the case of the Compounded Daily Reference Rate and Weighted Average Reference Rate to Condition 5(b)(B)(II)(v) nevertheless continue to be calculated as previously in accordance with this Base General Condition 5 (*Interest and other Calculations*) but no publication of the Rate of Interest or the Interest Amount so calculated need be made.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding on all parties.

(i) Nature of the Return

Any interest paid to Noteholders shall constitute consideration paid for the use of the principal and for the assumption of the risk that the Noteholder may not recover its original investment or that its return may be variable.

(j) Calculation Agent

(i) The Bank shall procure that there shall at all times be one or more Calculation Agents if provision is made for them in the relevant Issue Terms and for so long as any Note is outstanding. Where more than one Calculation Agent is appointed in respect of the Notes, references in the Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish, calculate or determine any rate or amount to be established, determined or calculated by it pursuant to any of the Conditions, or to comply with any other requirement, it shall forthwith notify the Bank and the relevant Agent and the Bank shall appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(ii) If the Calculation Agent does not at any time for any reason determine or calculate the Rate of Interest for an Interest Accrual Period or any Interest Amount, the Bank shall do so (or shall appoint an agent on its behalf to do so) and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, the Bank shall apply the provisions of this Base General Condition 5 (*Interest and other Calculations*) to the extent that, in its opinion, it can do so, and, in all other respects, it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

(iii) The Bank reserves the right at any time to vary or terminate the appointment of the Calculation Agent, provided that there will at all times be a Calculation Agent. Notice of any termination of appointment of the Calculation Agent will be given to Noteholders in accordance with Base General Condition 16 (*Notices*).

(iv) In relation to each Series of Notes, the Calculation Agent (whether it be the Bank or another entity) acts solely as agent of the Bank and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Noteholders.

(v) The Calculation Agent may, with the consent of the Bank, delegate any of its obligations and functions to a third party as it deems appropriate and any determination or calculation by any such delegate shall be deemed to be a determination or calculation by the Calculation Agent.

(k) Business Days

(i) Business Day Convention

If any date that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is:

(A) the "Floating Rate Business Day Convention", for all purposes (including interest accrual purposes), such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen;

(B) the "Following Business Day Convention (Adjusted)", for all purposes (including interest accrual purposes), such date shall be postponed to the next day that is a Business Day;

(C) the "Following Business Day Convention (Unadjusted)", (a) for the purposes of calculating any amount of interest payable under the Notes, such date shall not be adjusted; and (b) for any other purpose, such date shall be postponed to the next day that is a Business Day;

(D) the "Modified Following Business Day Convention (Adjusted)", for all purposes (including interest accrual purposes), such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day; or

(E) the "Modified Following Business Day Convention (Unadjusted)", (a) for the purposes of calculating any amount of interest payable under the Notes, such date shall not be adjusted; and (b) for any other purpose, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day;

(F) the "Preceding Business Day Convention (Adjusted)", for all purposes (including interest accrual purposes), such date shall be brought forward to the immediately preceding Business Day; and

(G) the "Preceding Business Day Convention (Unadjusted)", (a) for the purposes of calculating any amount of interest payable under the Notes, such date shall not be adjusted; and (b) for any other purpose, such date shall be brought forward to the immediately preceding Business Day.

(ii) Non-Business Days

If any date for payment in respect of any Note is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this Base General Condition 5(k)(ii) (*Non-Business Days*), "**business day**" means a day (other than a Saturday or a Sunday) which is a Business Day and which is a day on which commercial banks and foreign exchange markets are open for business in London and the relevant place of presentation (if applicable) and is a day:

(A) in the case of a payment in a currency other than Euro or Renminbi, where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or

(B) in the case of a payment in Renminbi, on which commercial banks and foreign exchange markets in Hong Kong are open for business and settlement of Renminbi payments; or

(C) in the case of a payment in Euro, which is a TARGET Business Day.

(l) Benchmark Rate Event

(A) Subject to Base General Condition 5(m) (*Specific Provisions for Certain Benchmark Rates*) and Base General Condition 5(l)B below, if the Benchmark Rate Determination Agent determines that a Benchmark Rate Event has occurred in respect of a Series and a Benchmark Rate, the Bank shall give a Benchmark Rate Event Notice to the Noteholders as soon as practicable in accordance with Base General Condition 16 (*Notices*) and then:

(i) the Benchmark Rate Determination Agent shall attempt to identify a Replacement Benchmark Rate;

(ii) the Benchmark Rate Determination Agent shall attempt to determine the Replacement Benchmark Rate Adjustment Spread;

(iii) if the Benchmark Rate Determination Agent identifies a Replacement Benchmark Rate pursuant to paragraph (i) above and determines a Replacement Benchmark Rate Adjustment Spread pursuant to paragraph (ii) above:

(a) the terms of the Notes shall, without the consent of the Noteholders or the Couponholders, be amended so that references in the Floating Rate Option to the Benchmark Rate are replaced by references to the Replacement Benchmark Rate plus the Replacement Benchmark Rate Adjustment Spread (provided that the Replacement Benchmark Rate plus the Replacement Benchmark Rate Adjustment Spread plus or minus (as indicated in the relevant Issue Terms) the Margin, may not be less than zero); and

(b) the Benchmark Rate Determination Agent shall, without the consent of the Noteholders or the Couponholders, make such other adjustments ("**Replacement Benchmark Rate Amendments**") to the Conditions (including, but not limited to, any Business Day, Business Day Convention, Day Count Fraction, Determination Date, Interest Amount, Interest Payment Date, Interest Period, Interest Period Date, Rate of Interest and Underlying Rate) as it determines necessary or appropriate in order to account for the effect of the replacement of the Benchmark Rate with the Replacement Benchmark Rate plus the Replacement Benchmark Rate Adjustment Spread; and

(c) the Bank shall deliver a notice to the Noteholders as soon as practicable in accordance with Base General Condition 16 (*Notices*) which specifies any Replacement Benchmark Rate, Replacement Benchmark Rate Adjustment Spread, the specific terms of any Replacement Benchmark Rate Amendments and the time from which any Replacement Benchmark Rate, Replacement Benchmark Rate Adjustment Spread and the specific terms of any Replacement Benchmark Rate Amendments will become effective and such notice shall be irrevocable. Any Replacement Benchmark Rate, Replacement Benchmark Rate Adjustment Spread and Replacement Benchmark Rate Amendments will be binding on the Bank, the Agents, the Noteholders and the Couponholders.

(iv) If, in respect of a Series, there is more than one Benchmark Rate, then the foregoing provisions of this Base General Condition 5(l) shall apply separately to each such Benchmark Rate.

(v) If the Benchmark Rate Determination Agent cannot identify a Replacement Benchmark Rate pursuant to paragraph (i) above or cannot determine a Replacement Benchmark Rate Adjustment Spread pursuant to paragraph (ii) above, the Bank shall, in its sole and absolute

discretion, decide whether (x) to give notice in accordance with Base General Condition 16 (*Notices*) and redeem the Notes in accordance with Base General Condition 7(i) (*Redemption Following Benchmark Rate Event*) or (y) to continue to apply the interim measures provided for in Base General Conditions 5(n) (*Interim Measures*) and the relevant Asset Conditions (as applicable), which will continue to apply unless and until the Calculation Agent has been notified of the Replacement Benchmark Rate and any Replacement Benchmark Rate Adjustment Spread and Replacement Benchmark Rate Amendments.

The Benchmark Rate Determination Agent shall not have any duty to monitor, enquire or satisfy itself as to whether any Benchmark Rate Event has occurred. If the Noteholders provide the Benchmark Rate Determination Agent with details of the circumstances which could constitute a Benchmark Rate Event, the Benchmark Rate Determination Agent will consider such notice, but will not be obliged to determine that a Benchmark Rate Event has occurred solely as a result of receipt of such notice.

If, in respect of a Series, the definition, methodology or formula for a Benchmark Rate, or other means of calculating such Benchmark Rate, is changed or modified (irrespective of the materiality of any such change or changes), then, unless otherwise specified in the relevant Issue Terms, references to that Benchmark Rate shall be to the Benchmark Rate as changed and modified and Noteholders or Couponholders will not be entitled to any form of compensation as a result of such change or modification.

(B) If the Benchmark Rate Determination Agent determines that a Benchmark Rate Event has occured in relation to a Benchmark Rate specified as "SOFR" in the applicable Issue Terms (a "**SOFR Benchmark Event**"), when any required Rate of Interest (or any component part thereof), remains to be determined by reference to such Benchmark Rate, then the following provisions of this Base General Condition 5*(l)*B shall apply prior to the application of Base General Condition 5(l)A above. If SOFR does not appear on a Business Day as specified in Base General Condition 5(b)(B)(II), such Reference Rate will be the rate (inclusive of any spreads or adjustments) that was recommended as the replacement for the daily secured overnight financing rate by the Federal Reserve Board and/or the Federal Reserve Bank of New York or by a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the daily secured overnight financing rate (which rate may be produced by the Federal Reserve Bank of New York or other designated administrator), provided that:

(i) subject to *(ii)* below, if a SOFR Benchmark Event occurs and no such rate has been recommended within one Business Day of the occurrence of the SOFR Benchmark Event, then the Reference Rate will be determined as if, for each Business Day occurring on or after the date of such SOFR Benchmark Event, references in Base General Condition 5(b)(B)(II) to:

(A) "SOFR" were references to the daily Overnight Bank Funding Rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate), on the New York Fed's Website on or about 5:00 p.m. (New York City time) on each day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City ("**New York City Banking Day**") in respect of the New York City Banking Day immediately preceding such day ("**OBFR**"); and

(B) "Business Day" were references to "New York City Banking Day", and

(ii) if the rate specified in *(i)* above is not provided and a Benchmark Rate Event occurs with respect to OBFR (the "**OBFR Benchmark Event**"), then the Reference Rate will be determined as if, for each Business Day occurring on or after the date of such OBFR Benchmark Event, references in Base General Condition 5(b)(B)(II) to:

(A) "SOFR" were references to the short-term interest rate target set by the Federal Open Market Committee and published on the website of the Board of Governors of the Federal Reserve System currently at http://www.federalreserve.gov, or any successor website of the Board of Governors of the Federal Reserve System (the "**Federal Reserve's Website**") or, if the Federal Open Market Committee does not target a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee and published on the Federal Reserve's Website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range, rounded, if necessary, to the nearest second decimal place, 0.005 being rounded upwards);

(B) "Business Day" were references to "New York City Banking Day"; and

(C) the "New York Fed's Website" were references to the "Federal Reserve's Website".

(iii) *SOFR Benchmark Amendments*

Where this Base General Condition 5(*l*)(B) applies, if the Bank considers amendments to the Conditions to be necessary to ensure the proper operation of such rate (such amendments, the "**SOFR Benchmark Amendments**"), the Bank shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, to advise the Bank in determining (A) whether such SOFR Benchmark Amendments are necessary and (B) the terms of the SOFR Benchmark Amendments and the Bank shall, subject to giving notice thereof in accordance with Base General Condition 16 (*Notices*), without any requirement for the consent or approval of Noteholders, vary these Conditions to give effect to such SOFR Benchmark Amendments with effect from the date specified in such notice and such notice shall be irrevocable. Any SOFR Benchmark Amendments will be binding on the Bank, the Agents, the Noteholders and Couponholders.

An Independent Adviser appointed pursuant to this Base General Condition 5(l)(B)(iii) shall act in good faith as an expert and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Calculation Agent, the Paying Agents, the Noteholders or Couponholders for any advice given to the Bank in connection with any determination made by the Bank, pursuant to this Base General Condition 5(l)(B)(iii).

(m) Specific Provisions for Certain Benchmark Rates

If the definition of the Floating Rate Option in the ISDA Definitions includes a reference to a concept defined or otherwise described as an "index cessation event" (regardless of the contents of that definition or description) then, notwithstanding anything to the contrary in these Base General Conditions, upon the occurrence of such an event, any fallback specified in that definition or description to apply following such an event (the "**Priority Fallback**") shall apply. If the Priority Fallback fails to provide a means of determining the benchmark level, then Base General Condition 5(l) (*Benchmark Rate Event*) shall apply.

(n) Interim Measures

If, following a Benchmark Rate Event, the relevant Benchmark Rate is required for any determination in respect of the Notes and, at that time:

(i) no amendments have occurred in accordance with Base General Condition 5(l)(A)(iii) (*Benchmark Rate Event*) or Base General Condition 5(C)B(iii) (SOFR Benchmark Amendments); and

(ii) an Early Redemption Date has not occurred pursuant to Condition 7(i) (*Redemption Following Benchmark Rate Event*),

(A) then, for the purposes of that determination: if the Benchmark Rate is still available (in relation to a Benchmark Rate Cessation), the Administrator/Benchmark Event Date has not yet occurred (in relation to an Administrator/Benchmark Event), the Risk-Free Rate Event Date has not yet occurred (in relation to a Risk-Free Rate Event) or the Benchmark Rate Representativeness Event Date has not yet occurred (in relation to a Benchmark Rate Representativeness Event), the level of the Benchmark Rate shall be determined pursuant to the terms that would apply to the determination of the Benchmark Rate as if no Benchmark Rate Event had occurred; or

(B) if the Benchmark Rate is no longer available or the Administrator/Benchmark Event Date, the Risk-Free Rate Event Date or the Benchmark Rate Representativeness Event Date has occurred, the level of the Benchmark Rate shall be determined pursuant to the fallbacks provided for in Base General Conditions 5(b)(ii)(A) (*ISDA Determination for Floating Rate Notes*), 5(b)(ii)(B) (*Screen Rate Determination for Floating Rate Notes*) and 5(b)(ii)(C) (*CMS Rate Determination for Floating Rate Notes*), as relevant, assuming for the purposes of such determination that no Benchmark Rate Event has occurred; or

(C) if the level for the Benchmark Rate cannot be determined under paragraph (A) or (B) above, the level of the Benchmark Rate shall be determined by reference to the rate published in respect of the Benchmark Rate at the time at which the Benchmark Rate is ordinarily determined on (I) the day on which the Benchmark Rate ceased to be available (in relation to a Benchmark Rate Cessation), (II) the Administrator/Benchmark Event Date (in relation to an Administrator/Benchmark Event), (III) the Risk-Free Rate Event Date (in relation to a Risk-Free Rate Event) or (IV) the Benchmark Rate Representativeness Event Date (in relation to a Benchmark Rate Representativeness Event) or, if no rate is published at that time or that rate cannot be used in accordance with applicable law or regulation, by reference to the rate published at that time on the last day on which the rate was published or can be used in accordance with applicable law or regulation, as applicable.

6 Determinations

Any determination, judgment or adjustment made by the Bank and/or the Calculation Agent pursuant to the Conditions shall (save in the case of manifest error) be final, conclusive and binding on the Bank, the relevant Agents and the Noteholders. In particular, all certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of Base General Condition 5 (*Interest and other Calculations*) whether by the Fiscal Agent, the Calculation Agent or the Bank shall (in the absence of wilful default, bad faith or manifest error) be binding on the Bank, the relevant Agents and all Noteholders and (in the absence as aforesaid) no liability shall attach to the Bank or any relevant Agent, as the case may be, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

In making any determination, judgment or adjustment pursuant to the Conditions, the Bank and/or Calculation Agent shall not have regard to any interests arising from circumstances particular to individual Noteholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such determination for individual Noteholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and no Noteholders shall be entitled to claim, from the Bank, the Calculation Agent or any other person any indemnification or payment in respect of any tax consequences of any such determination upon individual Noteholders.

Unless stated otherwise, the Bank or the Calculation Agent is entitled to act in its sole and absolute discretion, but it must act in good faith.

7 Redemption, Purchase and Options

(a) Redemption by Instalments and Final Redemption

(i) Unless previously redeemed, purchased and cancelled as provided in this Base General Condition 7 (*Redemption, Purchase and Options*), each Note that provides for Instalment Dates and Instalment Amounts ("**Instalment Notes**") shall be partially redeemed on a number of dates (each such date being an "**Instalment Date**") in instalments (the amount of each instalment, an "**Instalment Amount**") at the related Instalment Amount specified in the relevant Issue Terms. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

(ii) Unless previously redeemed or purchased and cancelled as provided below, each Note shall be finally redeemed on the date on which the Notes mature (the "**Maturity Date**") specified in the relevant Issue Terms at its Final Redemption Amount or, in the case of a Note falling within paragraph (i) above, its final Instalment Amount.

(b) Early Redemption

(i) Zero Coupon Notes

(A) The Early Redemption Amount payable in respect of any Zero Coupon Note (other than a Zero Coupon Note in respect of which a Redemption Payout Condition applies), upon redemption of such Note pursuant to Base General Condition 7(c) (*Redemption for Taxation Reasons*), Base General Condition 7(d) (*Redemption for Illegality or Change in Law*) or upon it becoming due and repayable as provided in Base General Condition 11 (*Events of Default and Enforcement*), shall be the Amortised Face Amount (as defined and calculated below) of such Note.

(B) Subject to the provisions of paragraph (C) below, the "**Amortised Face Amount**" of any such Note on the relevant date of early redemption shall be the scheduled Final Redemption Amount(s) of such Note on the Maturity Date discounted back to the due date for payment at a rate per annum (expressed as a percentage) equal to the Amortisation Yield applied on a compounded or non-compounded basis as specified in the relevant Issue Terms (which, if none is shown in the relevant Issue Terms, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date).

(C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Base General Condition 7(c) (*Redemption for Taxation Reasons*), Base General Condition 7(d) (*Redemption for Illegality or Change in Law*) or upon it becoming due and repayable as provided in Base General Condition 11 (*Events of Default and Enforcement*) is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as calculated in accordance with paragraph (B) above, except that such paragraph shall have effect as though the reference therein to the "due date for payment" was replaced by a reference to the date on which the relevant amount is actually paid. The calculation of the Amortised Face Amount in accordance with this paragraph shall continue to be made (both before and after judgment) until the date such amount is paid, unless such date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount(s) of such Note on the Maturity Date

together with any interest that may accrue in accordance with Base General Condition 5(d) (*Zero Coupon Notes*).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown in the relevant Issue Terms.

(D) The Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Base General Condition 7(c) (*Redemption for Taxation Reasons*), Base General Condition 7(d) (*Redemption for Illegality or Change in Law*) or upon it becoming due and repayable as provided in Base General Condition 11 (*Events of Default and Enforcement*), shall be adjusted to take account fully of Unwind Costs, if Unwind Costs are specified as applicable in the relevant Issue Terms.

(ii) Other Notes

The Early Redemption Amount payable in respect of any Note (other than Notes described in paragraph (i) above), upon redemption of such Note pursuant to Base General Condition 7(c) (*Redemption for Taxation Reasons*), Base General Condition 7(d) (*Redemption for Illegality or Change in Law*), Base General Condition 7(i) (*Redemption Following Benchmark Rate Event*), Asset Condition 1.4(b)(v) (*Adjustments to an Index*), Asset Condition 2.1(b)(v) (*Cessation of Publication*), Asset Condition 3.4(c) (*Rebasing of Notes*), Asset Condition 4.4(c) (*Adjustments to Commodity Index)*, Asset Condition 7.1 (*Occurrence of Additional Disruption Events*), Asset Condition 8.1 (*Payment of Alternative Currency Equivalent*), upon it becoming due and repayable as provided in Base General Condition 11 (*Events of Default and Enforcement*) or otherwise, shall mean, an amount in respect of each Note, which amount shall be, if Fair Market Value is specified to be applicable in the relevant Issue Terms, the fair market value of a Note determined by the Bank on a day selected by the Bank in its sole and absolute discretion (but which fair market value in the case of an Event of Default, shall be determined immediately prior to the date of early redemption), or if Par is specified to be applicable in the relevant Issue Terms, the product of the Calculation Amount and the Calculation Amount Factor, and in each case, if Unwind Costs are specified as applicable in the relevant Issue Terms, adjusted to take account fully of Unwind Costs.

(c) Redemption for Taxation Reasons

(i) If at any time a payment of principal or interest in respect of the Notes was to be due (whether or not the same is in fact then due) on or before the next Interest Payment Date (if applicable) or the Maturity Date, and the Bank would, for reasons outside its control, be unable, after making reasonable endeavours, to make such payment of principal or interest without having to pay additional amounts as provided or referred to in Base General Condition 9(a) (*Taxation*), the Bank may, at its option, having given not less than 30 nor more than 60 days' notice in accordance with Base General Condition 16 (*Notices*), redeem on such Interest Payment Date (if the Note is an interest bearing Note other than a Fixed Rate Note) or at any time (if the Note is a Fixed Rate Note or a Zero Coupon Note) all, but not some only, of the Notes then outstanding at the Early Redemption Amount (as described in Base General Condition 7(b) (*Early Redemption*)) (together with interest accrued to (but excluding) the date fixed for redemption without double counting, if applicable).

(ii) Subject only to the obligation of the Bank to use such endeavours as aforesaid, it shall be sufficient to establish the existence of the circumstances required to be established pursuant to this Base General Condition 7(c) (*Redemption for Taxation Reasons*) if the Bank shall deliver to the Fiscal Agent a certificate of an independent lawyer or accountant satisfactory to the Fiscal Agent, in a form satisfactory to the Fiscal Agent, to the effect either that such circumstances exist or that, upon a change in, or amendment to, the laws (or regulations made thereunder) of

the United Kingdom or any authority thereof or therein having power to tax or any change in the application or official interpretation of such laws or regulations, which at the date of such certificate is proposed and which in the opinion of such lawyer or accountant can reasonably be expected to become effective on or prior to such Interest Payment Date or time as is referred to in paragraph (c)(i) above, becoming so effective, such circumstances would exist.

(d) Redemption for Illegality or Change in Law

If at any time, the Bank determines in good faith that either (i) it has become or will become unlawful, illegal, or otherwise prohibited in whole or in part or (ii) the Bank will incur a materially increased cost (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Bank and/or any of its Affiliates) in performing its obligations (including any calculations or determinations to be made by the Bank) under the Notes, after application of all relevant provisions in the Conditions relating to replacement of the Benchmark Rate, Reference Index, FX Benchmark, Commodity Index, Commodity Benchmark, Synthethic Currency FX Benchmark, Secondary Currency FX Benchmark and adjustment to the Conditions of the Notes or in holding, acquiring or disposing of any arrangement made to hedge its positions under the Notes, whether under any applicable present or future law, rule, regulation, judgment, order, licensing agreement or directive of any governmental, administrative, legislative or judicial authority or power (but, if not having the force of law, only if compliance with it is in accordance with the general practice of persons to whom it is intended to apply), or in the interpretation thereof (an "**Illegality**"), then the Bank may, at its option, having given not less than 30 nor more than 60 days' notice in accordance with Base General Condition 16 (*Notices*), redeem on an Interest Payment Date (if the Note is an interest bearing Note other than a Fixed Rate Note) or at any time (if the Note is a Fixed Rate Note or a Zero Coupon Note) all, but not some only, of the Notes then outstanding at the Early Redemption Amount (as described in Base General Condition 7(b) (*Early Redemption*) above) (together with interest accrued to (but excluding) the date fixed for redemption without double counting, if applicable).

(e) Redemption at the Option of the Bank

If "Call Option" is specified in the relevant Issue Terms to be applicable, the Bank may, on giving not less than five Call Option Business Days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the relevant Issue Terms), redeem all or, if so provided, some only of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption, if applicable. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified in the relevant Issue Terms and no greater than the Maximum Redemption Amount to be redeemed specified in the relevant Issue Terms.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Base General Condition 7(e).

In the case of a partial redemption, the notice to Noteholders shall also contain the certificate numbers of the Notes to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws, stock exchange requirements or the requirements of any other relevant authority.

(f) Redemption at the Option of Noteholders

If "Put Option" is specified in the relevant Issue Terms to be applicable, the Bank shall, at the option of the holder of any Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the Bank (or such other notice period as may be specified in the relevant Issue Terms),

redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption, if applicable.

To exercise such option, the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Note Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice (a "**Note Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Note Certificate so deposited and option exercised may be withdrawn without the prior consent of the Bank.

(g) Target Auto Redemption

If "Target Auto Redemption" is specified in the relevant Issue Terms to be applicable, if on any Target Auto Redemption Date the Aggregate Interest Amount is equal to or greater than the Target Aggregate Interest Amount, each Note shall be redeemed on such Target Auto Redemption Date. Any such redemption of Notes shall be at an amount per Calculation Amount equal to such Calculation Amount, together with the Final Interest Amount. For the avoidance of doubt, no further amounts of interest will be payable.

"**Aggregate Interest Amount**" means, in respect of any Interest Payment Date, the sum of the Interest Amount payable on such Interest Payment Date and the Interest Amounts paid in respect of all previous Interest Payment Dates.

"**Final Interest Amount**" means the Interest Amount payable on the relevant Target Auto Redemption Date, provided that if "Capped Final Interest Amount" is specified in relevant Issue Terms to be applicable, an amount equal to the Target Aggregate Interest Amount minus the Interest Amounts paid prior to the relevant Target Auto Redemption Date, subject to a minimum Final Interest Amount of zero.

"**Target Aggregate Interest Amount**" means the amount specified, or an amount equal to the percentage of the Calculation Amount specified, in the relevant Issue Terms.

"**Target Auto Redemption Date**" means each Interest Payment Date specified as such in the relevant Issue Terms.

(h) Autocall

If "Autocall" is specified in the relevant Issue Terms to be applicable, if on any Autocall Barrier Observation Date, an Autocall Redemption Event has occurred, each Note shall be redeemed on the immediately following Interest Payment Date. Any such redemption of Notes shall be at an amount per Calculation Amount equal to such Calculation Amount, together with the interest accrued to the date fixed for redemption.

"**Autocall Barrier Event**" has the meaning given to it in the relevant Asset Conditions.

"**Autocall Barrier Observation Date**" has the meaning given to it in the relevant Asset Conditions.

"**Autocall Redemption Event**" means that an Autocall Barrier Event has occurred in respect of the Reference Item(s) or Basket(s) (or the specified number thereof) specified in the relevant Issue Terms.

(i) Redemption Following Benchmark Rate Event

If following the occurrence of a Benchmark Rate Event:

(i) the Benchmark Rate Determination Agent determines that it cannot identify a Replacement Benchmark Rate or determine a Replacement Benchmark Rate Adjustment Spread in accordance with Base General Condition 5(l) (*Benchmark Rate Event*);

(ii) it (a) is or would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements, for the Benchmark Rate Determination Agent to perform the actions prescribed in Base General Condition 5(l) (*Benchmark Rate Event*) (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time);

(iii) the Benchmark Rate Determination Agent determines that a Replacement Benchmark Rate Adjustment Spread is or would be a benchmark, index or other price source whose production, publication, methodology or governance would subject the Bank or the Calculation Agent to material additional regulatory obligations (such as the obligations for administrators under the EU Benchmark Regulation); or

(iv) the Benchmark Rate Determination Agent determines that having identified a Replacement Benchmark Rate and determined a Replacement Benchmark Rate Adjustment Spread in accordance with 5(l) (*Benchmark Rate Event*), the adjustments provided for in 5(l) (*Benchmark Rate Event*) would not achieve a commercially reasonable result for either the Bank or the Noteholders;

then the Bank may give notice to the Noteholders as soon as practicable in accordance with Base General Condition 16 (*Notices*) and the Bank shall redeem all, but not some only, of the Notes then outstanding on the Interest Payment Date (the "**Early Redemption Date**") immediately succeeding the date it provides such notice to Noteholders at the Early Redemption Amount (as described in Base General Condition 7(b) (*Early Redemption*) above) (together with interest accrued to (but excluding) the date fixed for redemption (without double counting) which, for the avoidance of doubt, shall be calculated in accordance with 5(n) (*Interim Measures*)).

(j) Unwind costs

"**Unwind Costs**" shall mean, in respect of each Note, an amount equal to such Note's *pro rata* portion of the value (determined in the currency in which the Notes are denominated) of any losses, expenses and costs to the Bank, any Hedging Party and/or any of its Affiliates and any loss of tax relief or other tax consequences of unwinding or adjusting any underlying or related swap agreement or other hedging arrangements (including but not limited to any options or selling or otherwise realising instruments of any type whatsoever which the Bank, any Hedging Party and/or any of its Affiliates may hold as part of such hedging arrangement and without duplication), all as calculated by the Bank in its sole discretion.

(k) Purchases

The Bank or any of its subsidiaries, any Affiliate or any holding company of the Bank or any other subsidiary of any such holding company may at any time, but is not obliged to, purchase Notes (provided that, in the case of Bearer Notes, all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

Any Notes so purchased or otherwise acquired may, at the Bank's discretion, be held or resold or surrendered for cancellation.

(l) Cancellation

All Notes purchased by or on behalf of the Bank or any of its subsidiaries or any holding company of the Bank or any other subsidiary of any such holding company may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent and, in the case of Registered Notes, by surrendering the Note Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Bank, be cancelled forthwith (together with

all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith).

Any Notes so cancelled may not be reissued or resold and the obligations of the Bank in respect of any such Notes shall be discharged.

8 Payments and Talons

(a) Bearer Notes

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Base General Condition 8(e)(vi) (*Unmatured Coupons and Receipts and unexchanged Talons*)) or Coupons (in the case of interest, save as specified in Base General Condition 8(e)(ii)) (*Unmatured Coupons and Receipts and unexchanged Talons*), as the case may be:

(i) in the case of a currency other than Euro or Renminbi, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a bank in the principal financial centre for such currency; and

(ii) in the case of Euro, at the specified office of any Paying Agent outside the United States by a cheque payable in Euro drawn on, or, at the option of the holder, by transfer to an account denominated in Euro with, a bank in a city in which banks have access to the TARGET System; and

(iii) in the case of Renminbi, by transfer to a Renminbi account maintained by or on behalf of the Noteholder with a bank in Hong Kong.

(b) Registered Notes

(i) Payments of principal (which for the purposes of this Base General Condition 8(b) (*Registered Notes*) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes shall be made against presentation and surrender of the relevant Note Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.

(ii) Interest (which for the purpose of this Base General Condition 8(b) (*Registered Notes*) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business on the 15th day before the due date for payment thereof (the "**Record Date**"). Payments of interest on each Registered Note shall be made:

(A) in the case of a currency other than Renminbi, in the relevant currency by a cheque drawn on a bank in the principal financial centre of such currency, subject as provided in Base General Condition 8(a) (*Bearer Notes*), and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date and subject as provided in Base General Condition 8(a) (*Bearer Notes*), such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a bank; and

(B) in the case of Renminbi, by transfer to the registered account of the Noteholder.

In this Base General Condition 8(b)(ii) (*Registered Notes*), "**registered account**" means the Renminbi account maintained by or on behalf of the Noteholder with a bank in Hong Kong, details of which appear on the Register at the close of business on the fifth Business Day before the due date for payment.

(iii) In respect of CMU Notes, payments of principal and interest in respect of such Notes shall be made by transfer to the registered account of the Noteholder(s). A Noteholder's "**registered account**" means the account in the Specified Currency maintained by or on behalf of the Noteholder with a bank (whether or not the Specified Currency is Renminbi) in Hong Kong or in such other jurisdiction as may be specified by the Registrar from time to time, details of which appear on the Register at the close of business on the Record Date.

(c) Payments in the United States

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Bank 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 of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Bank, any adverse tax consequence to the Bank.

(d) Appointment of Agents

(i) The Fiscal Agent, the other Paying Agents, the Registrar and the Transfer Agents initially appointed by the Bank and their respective specified offices are listed below. Subject as provided in the Agency Agreement, the Fiscal Agent, the other Paying Agents, the Registrar and the Transfer Agents and the Calculation Agent act solely as agents of the Bank and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Bank reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Registrar and any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, provided that the Bank shall at all times maintain (i) a Fiscal Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes which may be the Registrar, (iv) one or more Calculation Agent(s) where these Base General Conditions so require, (v) a Paying Agent having a specified office in Europe, which, so long as the Notes are listed on the official list (the "**Official List**") of the Financial Conduct Authority under the Financial Services and Markets Act 2000 (the "**FSMA**") and are admitted to trading on the London Stock Exchange plc's Regulated Market, shall be in London and (vi) such other agents as may be required by any other stock exchange on which the Notes may be listed.

(ii) In addition, the Bank shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in Base General Condition 8(c) (*Payments in the United States*).

(iii) Notice of any such change or any change of any specified office shall promptly be given to the Noteholders by the Bank in accordance with Base General Condition 16 (*Notices*).

(e) Unmatured Coupons and Receipts and unexchanged Talons

(i) Upon the due date for redemption of Bearer Notes which comprise Fixed Rate Notes (other than any Fixed Rate Notes where the total value of the unmatured coupons appertaining thereto exceeds the nominal amount of such Note), such Notes should be surrendered for payment

together with all unmatured Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount(s), Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years of the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Base General Condition 10 (*Prescription*)).

(ii) Upon the due date for redemption of any Bearer Note comprising a Floating Rate Note or a Structured Rate Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

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

(v) Where any Bearer Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons and any unexchanged Talon relating to it, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Bank may require.

(vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Note Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Note Certificate representing it, as the case may be.

(f) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and, if necessary, another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Base General Condition 10 (*Prescription*)).

(g) Payments subject to Fiscal Laws

Save as provided in Base General Condition 9(a) (*Taxation*), payments in respect of the Notes will be subject in all cases to any other applicable fiscal or other laws and regulations in the place of payment or other laws and regulations to which the Bank or its respective Agents agree to be subject and the Bank will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations or agreements.

No commission or expenses shall be charged to Noteholders or Couponholders in respect of such payments. The Bank reserves the right to require a Noteholder to provide a Paying Agent, the Registrar or a Transfer Agent with such certification or information as may be required to enable the

Bank to comply with the requirements of the United States federal income tax laws or any agreement between the Bank and any taxing authority.

9 Taxation and Expenses

(a) Taxation

All payments of principal and/or interest by or on behalf of the Bank in respect of the Notes, the Receipts and the Coupons shall be made without withholding or deduction for or on account of any present or future tax, duty, assessment or governmental charge of whatsoever nature imposed, levied, collected, withheld or assessed by or on behalf of the United Kingdom or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Bank shall pay such additional amounts of principal and/or interest as will result (after such withholding or deduction) in receipt by the Noteholders, the Receiptholders and the Couponholders of the sums which would have been receivable (in the absence of such withholding or deduction) from it in respect of their Notes and/or Receipts and/or Coupons, as the case may be, except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

(i) presented for payment by or on behalf of any holder who is liable to such tax, duty, assessment or governmental charge in respect of such Note, Receipt or Coupon by reason of such holder having some connection with the United Kingdom other than the mere holding of such Note, Receipt or Coupon; or

(ii) to, or to a third party on behalf of, a holder if such withholding or deduction may be avoided by complying with any statutory requirement or by making a declaration of non-residence or other similar claim for exemption to any authority of or in the United Kingdom, unless such holder proves that he is not entitled so to comply or to make such declaration or claim; or

(iii) to, or to a third party on behalf of, a holder that is a partnership, or a holder that is not the sole beneficial owner of the Note, Receipt or Coupon, or which holds the Note, Receipt or Coupon in a fiduciary capacity, to the extent that any of the members of the partnership, the beneficial owner or the settlor or beneficiary with respect to the fiduciary would not have been entitled to the payment of an additional amount had each of the members of the partnership, the beneficial owner, settlor or beneficiary (as the case may be) received directly his beneficial or distributive share of the payment; or

(iv) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment at the expiry of such period of 30 days.

Notwithstanding any other provision of these Base General Conditions, any amounts to be paid on the Notes by or on behalf of the Bank, will be paid net of any deduction or withholding 1) imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**") or 2) imposed as a result of the application of the provisions of Section 871(m) of the Code or any U.S. Treasury Regulations or other administrative guidance published thereunder, or any successor or substitute legislation or provision of law ("**871(m) Withholding**"). In addition, in determining the amount of 871(m) Withholding imposed with respect to any amounts to be paid on the Notes, the Bank shall be entitled to withhold on any "dividend equivalent" (as defined for purposes of Section 871(m) of the Code) at the highest rate applicable to such payments regardless of any exemption from, or reduction in, such

withholding otherwise available under applicable law. Neither the Bank nor any other person will be required to pay any additional amounts in respect of FATCA Withholding or 871(m) Withholding.

As used herein:

The "**Relevant Date**" in respect of any payment means the date on which such payment first becomes due or (if the full amount of the moneys payable has not been duly received by the Fiscal Agent on or prior to such date) the date on which notice is given to the Noteholders that such moneys have been so received.

References in these Base General Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Base General Condition 7 (*Redemption, Purchase and Options*) or any amendment or supplement to it, (ii) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Base General Condition 5 (*Interest and other Calculations*) or any amendment or supplement to them and (iii) "**principal**" and/or "**interest**" (other than such interest as is referred to in Base General Condition 11 (*Events of Default and Enforcement*)) shall be deemed to include any additional amounts that may be payable under this Base General Condition 9(a) (*Taxation*).

(b) Expenses

(i) If Expenses are specified as applicable in the relevant Issue Terms, a Noteholder must pay or discharge all Expenses relating to such Note as provided in these Conditions and, in relation to any Note, no payment of any Instalment Amount or Final Redemption Amount in respect of such Note, will be made until all Expenses in relation to such Note have been paid or discharged to the satisfaction of the Bank.

"**Expenses**" means, in relation to a Note, all taxes, duties and/or expenses, including any applicable depositary charges, transaction, exercise or redemption charges, trading costs, stamp duty, stamp duty reserve tax, issue, registration, transfer and/or taxes or duties arising in connection with the exercise or redemption, as the case may be, of such Note borne by the Bank or an Affiliate thereof, as determined by the Calculation Agent, provided, that, Expenses shall not include any taxes or duties described above to the extent that the Early Redemption Amount already takes into account such amounts.

(ii) Except as required by Base General Condition 9(a) (*Taxation*), the Bank shall not be liable for or otherwise obliged to pay any tax, duty or other payment which may arise as a result of the ownership, transfer, exercise, redemption or enforcement of any Note by any person and all payments and/or deliveries made by the Bank shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted (whether by operation of law or agreement of the Bank or its agents).

10 Prescription

Claims for payment of principal (excluding principal comprised in a withheld amount) will become void 12 years, and claims for payment of interest (other than interest comprised in, or accrued on, a withheld amount) will become void six years, after the Relevant Date (as defined in Base General Condition 9(a) (*Taxation*) relating thereto. Claims in respect of principal comprised in a withheld amount and claims in respect of interest comprised in, or accrued on, a withheld amount will, in the case of such principal, become void 12 years and will, in the case of such interest, become void six years, after the due date for payment thereof as specified in Base General Condition 11 (*Events of Default and Enforcement*) or, if the full amount of the moneys payable has not been duly received by the Fiscal Agent, another Paying Agent, the Registrar or a

Transfer Agent, as the case may be, on or prior to such date, the date of which notice is given in accordance with Base General Condition 16 (*Notices*) that the relevant part of such moneys has been so received.

The prescription period in respect of Talons shall be:

(a) as to any Talon, the original due date for exchange of which falls within the 12 years immediately prior to the due date for redemption (pursuant to Base General Condition 7(a) (*Redemption by Instalments and Final Redemption*), 7(c) (*Redemption for Taxation Reasons*), 7(d) (*Redemption for Illegality or Change in Law*), 7(e) (*Redemption at the Option of the Bank*) or 7(f) (*Redemption at the Option of Noteholders*)) of the Note to which it pertains, six years from the Relevant Date for the redemption of such Note, but so that the Coupon sheet for which it is exchangeable shall be issued without any Coupon itself prescribed in accordance with this Base General Condition 10 (*Prescription*) or the Relevant Date for payment of which would fall after the Relevant Date for the redemption of the relevant Note and without a Talon; and

(b) as to any other Talon, 12 years from the Relevant Date for payment of the last Coupon of the Coupon sheet of which it formed part.

11 Events of Default and Enforcement

The occurrence of any of the following events shall be an event of default (each an "**Event of Default**") and following any such Event of Default the holder of any Note may give written notice to the Fiscal Agent at its specified office that the Notes are, and they shall accordingly immediately become, due and repayable at their Early Redemption Amount, together with accrued interest (if any):

(a) If the Bank shall not make payment in respect of any principal or any interest in respect of the Notes for a period of 14 days or more after the due date for the same (other than where the Bank withholds or refuses any such payment (A) in order to comply with any fiscal or other law or regulation or with the order of any court of competent jurisdiction or with any agreement between the Bank (or the Fiscal Agent, the relevant Paying Agent, Transfer Agent or Registrar or the holder of the Note, Receipt or Coupon) and any taxing authority, in each case applicable to such payment, or (B) in case of doubt as to the validity or applicability of any such law, regulation or order, in accordance with advice as to such validity or applicability given at any time during the said period of 14 days by independent legal advisers); or

(b) If, otherwise than for the purposes of reconstruction or amalgamation, an order is made or an effective resolution is passed for winding-up the Bank.

12 Meetings of Noteholders, Modification and Substitution of the Bank

(a) Meetings of Noteholders

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of any of the Conditions or any of the provisions of the Notes (including Receipts or Coupons) or the Agency Agreement, except that certain provisions of the Agency Agreement may only be modified subject to approval by Extraordinary Resolution passed at a meeting of Noteholders to which special quorum provisions shall have applied.

An Extraordinary Resolution duly passed at any meeting of the Noteholders shall be binding on all the Noteholders and all Couponholders, whether or not they are present at the meeting.

Resolutions can be passed in writing if passed by holders of 66 per cent. by nominal amount of all relevant outstanding Notes.

The Conditions may be amended, modified or varied in relation to any Series of Notes.

(b) Modifications

The Bank may modify the Conditions and/or the Agency Agreement without the consent of the Noteholders in any manner which the Bank may deem necessary or desirable, provided that either:

(i) such modification is not materially prejudicial to the interests of the Noteholders in the sole and absolute discretion of the Bank (without considering the individual circumstances of any holders of Notes or the tax or other consequences of such adjustment in any particular jurisdiction);

(ii) such modification is of a formal, minor or technical nature or to correct a manifest or proven error or to cure, correct or supplement any defective provision contained herein and/or therein or to comply with any mandatory provision of law of the jurisdiction in which the Bank is incorporated; or

(iii) in respect of Notes which the Bank determines (whether before or after issue) to list on a stock exchange, market or quotation system, such modification is made to enable such Notes to be listed on such stock exchange, market or quotation system.

Notice of any such modification, which will be binding on the Noteholders, will be given to the Noteholders in accordance with Base General Condition 16 (*Notices*) but failure to give, or non-receipt of, such notice will not affect the validity of any such modification.

(c) Substitution of the Bank

The Bank (or any previously substituted company from time to time) shall, without the consent of the Noteholders, be entitled at any time to substitute for the Bank (or any such previously substituted company) any other company (the "**Substitute**") as principal obligor in respect of all obligations arising from or in connection with the Notes, provided that (a) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Notes represent valid, legally binding and enforceable obligations of the Substitute have been taken, fulfilled and done and are in full force and effect; (b) the Substitute shall have assumed all obligations arising from or in connection with the Notes and shall have become a party to the Agency Agreement, with any consequential amendments; (c) either (i) the Substitute shall be the holding company of the Bank or (ii) the obligations of the Substitute in respect of the Notes shall be unconditionally and irrevocably guaranteed by the Bank, (d) each stock exchange or listing authority on which the Notes are listed shall have confirmed that, following the proposed substitution of the Substitute, the Notes would continue to be listed on such stock exchange; and (e) the Bank shall have given at least 30 days' prior notice of the date of such substitution to the Noteholders in accordance with Base General Condition 16 (*Notices*).

In the case of a substitution pursuant to this Base General Condition 12(c) (*Substitution of the Bank*), the Fiscal Agent may in its absolute discretion agree, without the consent of the relevant Noteholders, to a change of the law governing the Notes and/or the Agency Agreement provided that such change would not in the opinion of the Fiscal Agent be materially prejudicial to the interests of the Noteholders.

13 Replacement of Notes, Note Certificates, Receipts, Coupons and Talons

(a) If a Note, Note Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Fiscal Agent (in the case of Bearer Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Note Certificates) or such other place of which notice shall be given in accordance with Base General Condition 16 (*Notices*), in each case, on payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed

Note, Note Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Bank on demand the amount payable by the Bank in respect of such Note, Note Certificate, Receipt, Coupon or further Coupons) and otherwise as the Bank may require. Mutilated or defaced Notes, Note Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued. In addition, the Bank may require the person requesting delivery of a replacement Note, Note Certificate, Receipt, Coupon or Talon to pay, prior to delivery of such replacement Note, Note Certificate, Receipt, Coupon or Talon, any stamp or other tax or governmental charges required to be paid in connection with such replacement. No replacement Note shall be issued having attached thereto any Receipt, Coupon or Talon, claims in respect of which shall have become void pursuant to Base General Condition 10 (*Prescription*).

(b) Where:

(i) a Talon (the "**relevant Talon**") has become prescribed in accordance with Base General Condition 10 (*Prescription*); and

(ii) the Note to which the relevant Talon pertains has not become void through prescription; and

(iii) no Coupon sheet (or part thereof, being Coupon(s) and/or a Talon, hereinafter called a "**part Coupon sheet**"), which Coupon sheet would have been exchangeable for the relevant Talon or for any subsequent Talon bearing the same serial number pertaining to such Note, has been issued; and

(iv) either no replacement Coupon sheet or part Coupon sheet has been issued in respect of any Coupon sheet or part Coupon sheet referred to in paragraph (iii) above or, in the reasonable opinion of the Bank, there is no reasonable likelihood that any such replacement has been issued,

then, upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity or security as the Bank may reasonably require, there may be obtained at the specified office of the Fiscal Agent (or such other place of which notice shall be given in accordance with Base General Condition 16 (*Notices*)) a Coupon sheet or Coupon sheets or part Coupon sheet(s), as the circumstances may require, issued:

(E) in the case of a Note that has become due for redemption (x) without any Coupon itself prescribed in accordance with Base General Condition 10 (*Prescription*) or the Relevant Date for payment of which would fall after the Relevant Date for the redemption of the relevant Note, and (y) without any Talon or Talons, as the case may be; or

(F) in any other case, without any Coupon or Talon itself prescribed in accordance with Base General Condition 10 (*Prescription*) and without any Talon pertaining to a Coupon sheet the Relevant Date of the final Coupon of which falls on or prior to the date when the Coupon sheet(s) or part Coupon sheet(s) is (are) delivered to or to the order of the claimant, but in no event shall any Coupon sheet be issued the original due date for exchange of which falls after the date of delivery of such Coupon sheet(s) as aforesaid.

For the avoidance of doubt, the provisions of this Base General Condition 13 (*Replacement of Notes, Note Certificates, Receipts, Coupons and Talons*) shall not give, or revive, any rights in respect of any Talon that has become prescribed in accordance with Base General Condition 10 (*Prescription*).

14 Redenomination

Notes denominated in a currency of a country that subsequently participates in the third stage of European Economic and Monetary Union will, with effect from the Redenomination Date, be redenominated in Euro.

The redenomination will have effect as follows:

(a) the Notes and the Receipts shall be deemed to be redenominated in Euro in the denomination of €0.01 with a nominal amount for each Note and Receipt equal to the nominal amount of that Note or Receipt in the Specified Currency, converted into Euro at the Established Rate, provided that, if the Bank determines, with the agreement of the Fiscal Agent or Registrar, as applicable, that the then market practice in respect of the redenomination in 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 Bank shall promptly notify the Noteholders, the stock exchange on which the Notes may be listed, the Registrar and the Fiscal Agent of such deemed amendments;

(b) save to the extent that an Exchange Notice has been given in accordance with paragraph (d) below, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate nominal amount of Notes presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest €0.01;

(c) if Notes in definitive form are required to be issued after the Redenomination Date, they shall be issued at the expense of the Bank in the denomination of €100,000 and/or such higher amounts as the Fiscal Agent or Registrar, as applicable, may determine and notify to the Noteholders and any remaining amounts less than €100,000 shall be redeemed by the Bank as soon as reasonably practicable and paid to the Noteholders in Euro in accordance with Base General Condition 8 (*Payments and Talons*);

(d) 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 Bank 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 Bank. 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 Fiscal Agent or Registrar, as applicable, may specify and as shall be notified to the Noteholders in the Exchange Notice. No Exchange Notice may be given less than 15 calendar days prior to any date for payment of principal or interest on the Notes;

(e) 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;

(f) such other changes shall be made to this Base General Condition 14 (*Redenomination*) as the Bank may decide after consultation with the Fiscal Agent(s) and, in the case of Registered Notes, the Registrar and as may be specified in the notice, to conform it to conventions applicable to instruments denominated in Euro.

Notwithstanding the foregoing, none of the Bank, any of its Affiliates or agents, the Fiscal Agent or Registrar shall be liable to any Noteholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of Euro or any currency conversion or rounding effected in connection therewith.

15 Further Issues

The Bank shall be at liberty from time to time without the consent of Noteholders to create and issue further Notes which (i) are expressed to be consolidated and form a single Series with the outstanding Notes and (ii) are identical in all respects with such Notes except for their respective issue dates and/or issue prices.

16 Notices

Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in the United Kingdom (which is expected to be the Financial Times). 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 the United Kingdom. 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 first date on which such publication is made.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Base General Condition 16 (*Notices*).

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and shall be deemed to have been given on the weekday (being a day other than a Saturday or a Sunday) after the date of mailing, provided that, if at any time by reason of the suspension or curtailment (or expected suspension or curtailment) of postal services within the United Kingdom or elsewhere the Bank is unable effectively to give notice to holders of Registered Notes through the post, notices to holders of Registered Notes will be valid if given in the same manner as other notices as set out above.

17 Documents Available for Inspection

Copies of the Prospectus, the Deed of Covenant, the Agency Agreement (which contains the forms of the Issue Terms) and the applicable Issue Terms may be obtained during normal office hours from the registered office of the Bank and from the specified offices of each Fiscal Agent and Transfer Agents, save that if the Notes are 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 Directive 2003/71/EC (as amended), the relevant Issue Terms will only be obtainable by a Noteholder and such Noteholder must first produce evidence satisfactory to the Bank or the Fiscal Agent as to its holding of Notes and its identity.

18 Severability

Should any one or more of the provisions contained in the Conditions be or become invalid, the validity of the remaining provisions shall not in any way be affected thereby.

19 Governing Law

The Notes, the Receipts, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and construed in accordance with, English law.

20 Jurisdiction

The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with the Notes and accordingly any legal action or proceedings arising out of or in connection with the Notes ("**Proceedings**") may be brought in such courts.

21 Third Party Rights

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person that exists or is available apart from that Act.

ASSET CONDITIONS

The chapters of this section each set out additional terms and conditions for Notes linked to a particular asset class (if any) as specified in the relevant Final Terms.

The following are the terms and conditions (the "**Asset Conditions**") that apply to Notes as may be specified in the relevant Issue Terms.

The Asset Conditions are set out as follows:

- Index Linked Asset Conditions — AC Chapter 1
- Inflation Linked Asset Conditions — AC Chapter 2
- Currency Linked Asset Conditions — AC Chapter 3
- Commodity Linked Asset Conditions — AC Chapter 4
- Rate Linked Asset Conditions — AC Chapter 5
- Multi-Asset Basket Linked Asset Conditions — AC Chapter 6
- Additional Disruption Asset Conditions — AC Chapter 7
- Alternative Currency Asset Conditions — AC Chapter 8
- Synthetic Currency Asset Conditions — AC Chapter 9

AC Chapter 1: Index Linked Asset Conditions

This chapter sets out additional terms and conditions that are only applicable to Index Linked Notes.

The following are the conditions (the "**Index Linked Asset Conditions**") that will apply to Index Linked Notes. These Index Linked Asset Conditions are subject to supplement or completion in accordance with the relevant Issue Terms and any applicable Payout Conditions. In the case of any inconsistency between these Index Linked Asset Conditions and the Base General Conditions, these Index Linked Asset Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Index Linked Asset Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Index Linked Asset Conditions or elsewhere in the Base Conditions applicable to the Index Linked Notes will have the meanings given to them in the relevant Issue Terms. References in these Index Linked Asset Conditions to "Index Linked Notes" or "Notes" are to the Index Linked Notes or Notes of one Series only, not to all Index Linked Notes or Notes that may be issued under the Programme.

1 Index Linked Notes

1.1 Maturity Date Extension

If the Notes are Index Linked Redemption Notes and if "Maturity Date Extension" is specified in the relevant Issue Terms as being applicable, the Maturity Date shall be the later of:

(a) the date specified as the Maturity Date in the relevant Issue Terms (the "**Scheduled Maturity Date**"); and

(b) the day falling the Number of Extension Business Days after the Reference Date, Basket Reference Date, final Averaging Reference Date or final Basket Averaging Reference Date, as the case may be, in respect of which the Final Redemption Amount is determined.

If the relevant Maturity Date is postponed pursuant to this Asset Condition 1.1 (i) the Final Redemption Amount will be due on the relevant date as so postponed without any interest or other sum payable in respect of the postponement of the payment of such Final Redemption Amount; (ii) the Bank (or the Calculation Agent on its behalf) shall notify the Fiscal Agent or CMU Fiscal Agent of such postponement not less than three Business Days prior to the Scheduled Maturity Date and of the postponed Maturity Date not less than three Business Days prior to such postponed Maturity Date; and (iii) the Fiscal Agent or CMU Fiscal Agent shall notify Euroclear, Clearstream, Luxembourg and/or the CMU Service (as applicable) not less than two Business Days prior to the Scheduled Maturity Date and not less than two Business Days prior to such postponed Maturity Date.

1.2 Payment Date Extension

If the Notes are (a) Index Linked Interest Notes and "Payment Date Extension" is specified in the relevant Issue Terms as being applicable and/or (b) Index Linked Autocall Notes and "Autocall Payment Date Extension" is specified in the relevant Issue Terms as being applicable, each Interest Payment Date shall be the later of:

(i) the date specified as such Interest Payment Date in the relevant Issue Terms (the "**Scheduled Payment Date**");

(ii) if the Notes are Index Linked Interest Notes and "Payment Date Extension" is specified in the relevant Issue Terms as being applicable, the day falling the Number of Extension Business Days after the Reference Date, Basket Reference Date, final Averaging Reference Date or final

Basket Averaging Reference Date, as the case may be, in respect of which the Rate of Interest is determined for such Interest Payment Date; and

(iii) if the Notes are Index Linked Autocall Notes and "Autocall Payment Date Extension" is specified in the relevant Issue Terms as being applicable, the day falling five Business Days after the last Autocall Barrier Observation Date in respect of the relevant Interest Period.

If any amount is payable on an Interest Payment Date in respect of an Index Linked Interest Note or Index Linked Autocall Note and such Interest Payment Date is postponed pursuant to this Asset Condition 1.2, (A) such amount will be due on the Interest Payment Date as so postponed without any interest or other sum payable in respect of the postponement of the payment of such amount; (B) the Bank (or the Calculation Agent on its behalf) shall notify the Fiscal Agent or CMU Fiscal Agent of such postponement not less than three Business Days prior to the relevant Interest Payment Date and of the relevant postponed Interest Payment Date not less than three Business Days prior to such postponed Interest Payment Date; and (C) the Fiscal Agent or CMU Fiscal Agent shall notify Euroclear, Clearstream, Luxembourg and/or the CMU Service (as applicable) not less than two Business Days prior to the relevant Interest Payment Date and not less than two Business Days prior to such postponed Interest Payment Date.

1.3 Index Basket Level

Where the Index Linked Notes relate to a Basket of Indices, the Calculation Agent shall calculate the level of the Basket of Indices (the "**Index Basket Level**") in respect of each Basket Reference Date as follows:

(a) if "Weighted Average" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Basket Averaging Reference Dates in respect of such Basket Reference Date, the Aggregate Weighted Index Level in respect of such Basket Reference Date; or

(ii) there are Basket Averaging Reference Dates in respect of such Basket Reference Date, the arithmetic mean of the Aggregate Weighted Index Levels in respect of each such Basket Averaging Reference Date; or

(b) if "Best-Of" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Basket Averaging Reference Dates in respect of such Basket Reference Date, the Index Level of the Best Performing Basket Component as at the Reference Time on the relevant Reference Date; or

(ii) there are Basket Averaging Reference Dates in respect of such Basket Reference Date, the arithmetic mean of the Index Levels of the Best Performing Basket Component as at the Reference Time on each of the relevant Averaging Reference Dates; or

(c) if "Worst-Of" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Basket Averaging Reference Dates in respect of such Basket Reference Date, the Index Level of the Worst Performing Basket Component as at the Reference Time on the relevant Reference Date; or

(ii) there are Basket Averaging Reference Dates in respect of such Basket Reference Date, the arithmetic mean of the Index Levels of the Worst Performing Basket Component as at the Reference Time on each of the relevant Averaging Reference Dates.

1.4 Index Adjustment Provisions

(a) Successor Index Sponsor Calculates and Reports an Index

If a relevant Index or Reference Index is (A) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (a "**Successor Index Sponsor**") acceptable to the Calculation Agent in consultation with the Bank or (B) replaced by a successor index using, in the determination of the Calculation Agent in consultation with the Bank, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then, in each case, that index (the "**Successor Index**") will be deemed to be the Index.

(b) Adjustments to an Index

If (A) on or prior to the Reference Date or an Averaging Reference Date the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or Reference Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation, contracts or commodities and other routine events) (an "**Index Modification**") or (B) permanently cancels the Index or a Reference Index and no Successor Index exists (an "**Index Cancellation**"), (C) on the Reference Date or an Averaging Reference Date the Index Sponsor or (if relevant) the Successor Index Sponsor fails to calculate and announce a relevant Index or Reference Index, provided that no Index Cancellation or Index Administrator/Benchmark Event Date has occurred and further provided that, in respect of an Index which is specified in the relevant Issue Terms as being a Multi-Exchange Index, the Calculation Agent may, in consultation with the Bank, determine that such event instead results in the occurrence of a Disrupted Day (an "**Index Disruption**") or (D) an Index Administrator/Benchmark Event occurs (an Index Administrator/Benchmark Event, together with an Index Modification, an Index Cancellation and an Index Disruption, each an "**Index Adjustment Event**"), then the following provisions of this Asset Condition 1.4(b) shall apply:

(i) If the Benchmark Rate Determination Agent determines in respect of a Series and a Reference Index that, on or prior to any Reference Date, Averaging Reference Date or other relevant date, an Index Cancellation or an Index Administrator/Benchmark Event Date has occurred in respect of such Reference Index, it shall notify the Bank or Calculation Agent, as applicable, and:

(A) If the Issue Terms specify an Alternative Pre-nominated Index in respect of such Reference Index then:

(1) the Benchmark Rate Determination Agent shall attempt to determine an Adjustment Payment;

(2) if the Benchmark Rate Determination Agent determines an Adjustment Payment:

(a) the terms of the Notes shall, without the consent of the Noteholders or Couponholders, be amended so that references to the Reference Index are replaced by references to the Alternative Pre-nominated Index; and

(b) the Bank shall, without the consent of the Noteholders or Couponholders, adjust the Conditions to take into account the Adjustment Payment as follows:

(i) if the Adjustment Payment is an amount that the Bank is required to pay in respect of each Note, adjust the Conditions to provide for the payment of the Adjustment Payment on the immediately succeeding Interest Payment Date or if there is no such immediately succeeding

Interest Payment Date, on the Maturity Date or any date on which any amount may be due and payable, as relevant;

(ii) if the Adjustment Payment is an amount that the Noteholder would (but for this Asset Condition 1.4(b)(i)(A)(2)(b)(ii)) be required to pay to the Bank in respect of each Note, adjust the Conditions to provide for the reduction of the amounts due by the Bank in respect of each Note until the aggregate amount of such reductions is equal to the Adjustment Payment; and

(iii) shall make such other adjustments ("**Replacement Index Amendments**") to the Conditions as it determines necessary or appropriate in order to account for the effect of the replacement of the Reference Index with the Alternative Pre-nominated Index.

(c) the Bank shall deliver a notice to the Noteholders as soon as practicable in accordance with Base General Condition 16 (*Notices*) specifying the Adjustment Payment and the specific terms of any Replacement Index Amendments and such notice shall be irrevocable. Any Adjustment Payment and Replacement Index Amendments will be binding on the Bank, the Agents and the Noteholders and Couponholders.

(3) If the Benchmark Rate Determination Agent is unable to determine an Adjustment Payment, then Asset Condition 1.4(b)(ii) shall apply.

(4) If the Benchmark Rate Determination Agent determines that (a) it is or would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements for the Benchmark Rate Determination Agent to perform the calculations prescribed in this Asset Condition 1.4(b)(i)(A) (or it would be unlawful or would contravene those licensing requirements were a calculation to be made at such time), then Asset Condition 1.4(b)(ii) shall apply.

(B) If the Issue Terms do not specify an Alternative Pre-nominated Index in respect of such Reference Index, then then Asset Condition 1.4(b)(ii) shall apply.

(C) If, in respect of a Series, there is more than one Reference Index, then the foregoing provisions of this Asset Condition 1.4(b)(i) shall apply separately to each such Reference Index.

(ii) The Benchmark Rate Determination Agent may determine if such Index Adjustment Event has a material effect on the Notes and, if so, to calculate the Index Level as at the Reference Time on the Reference Date or that Averaging Reference Date, as the case may be, as determined by the Benchmark Rate Determination Agent in accordance with the formula for and method of calculating such Index Level last in effect prior to the Index Adjustment Event but using only those securities/commodities that comprised that Reference Index immediately prior to that Index Adjustment Event (but in the case of an Index Adjustment Event that is an Index Cancellation or an Index Administrator/Benchmark Event only in circumstances where Asset Condition 1.4(b)(i) specifies that this Asset Condition 1.4(b)(ii) shall apply);

(iii) The Benchmark Rate Determination Agent may substitute such Reference Index with a different index (the "**Alternative Index**") and, following such substitution, the Benchmark Rate Determination Agent shall make such adjustment (if any) as it considers appropriate to the Index Level;

(iv) The Bank may, where the Notes are specified in the relevant Issue Terms as relating to a Basket of Indices, remove such Reference Index from the Basket of Indices and, following such removal, the Calculation Agent shall make such adjustment (if any) as it considers appropriate to the Index Basket Level; or

(v) The Bank may, and, if the Benchmark Rate Determination Agent determines that (a) it is or would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements for the Bank or the Calculation Agent to perform the calculations prescribed in Asset Conditions 1.4(b)(ii), (iii) or (iv) (or it would be unlawful or would contravene those licensing requirements were a calculation to be made at such time), the Bank shall give notice to the Noteholders in accordance with Base General Condition 16 (*Notices*) and redeem all, but not some only, of the Notes on a date selected by the Bank, by payment of the Early Redemption Amount to each Noteholder in respect of each Note held by such Noteholder. Payment will be made in such manner as shall be notified to the Noteholders in accordance with Base General Condition 16 (*Notices*).

(vi) The Benchmark Rate Determination Agent shall not have any duty to monitor, enquire or satisfy itself as to whether any Index Adjustment Event has occurred. If the Noteholders provide the Benchmark Rate Determination Agent with details of the circumstances which could constitute an Index Adjustment Event, the Benchmark Rate Determination Agent will consider such notice, but will not be obliged to determine that an Index Adjustment Event has occurred solely as a result of receipt of such notice.

(c) Notice

Upon the occurrence of an Index Adjustment Event, the Bank shall give notice as soon as practicable to Noteholders in accordance with Base General Condition 16 (*Notices*) giving details of the action proposed to be taken in relation thereto.

(d) Correction of an Index

If "Correction of an Index Level" is specified in the relevant Issue Terms as applying and the level of an Index published on the Reference Date or an Averaging Reference Date is subsequently corrected and the correction (the "**Corrected Index Level**") is published by the Index Sponsor or (if relevant) the Successor Index Sponsor prior to the relevant Correction Cut-Off Date specified in the relevant Issue Terms, then the Calculation Agent in its sole and absolute discretion shall determine what, if any, adjustment to make to the Index Level for the Reference Date or such Averaging Reference Date, as the case may be, and the Calculation Agent shall use such amended Index Level to determine the relevant Rate of Interest (in accordance with the Coupon Payout Condition specified to be applicable in the relevant Issue Terms) or Final Price (in accordance with the Redemption Payout Condition specified to be applicable in the relevant Issue Terms) or if an Autocall Barrier Event has occurred, as the case may be.

For the avoidance of doubt, any Corrected Index Level published on or after the relevant Correction Cut-Off Date shall be disregarded.

1.5 Consequences of Disrupted Days: Reference Dates

(a) Where the Index Linked Notes relate to a single Index, if the Calculation Agent determines that any Scheduled Reference Date is a Disrupted Day, then the Reference Date shall be the earlier of (i) the first Scheduled Trading Day following the Scheduled Reference Date that is not a Disrupted Day and (ii) the Reference Cut-Off Date.

(b) Where the Index Linked Notes relate to a Basket of Indices and "Common Scheduled Trading Days" is specified not to be applicable in the relevant Issue Terms, if the Calculation Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then:

(i) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and

(ii) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the earlier of (A) the first Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component and (B) the Reference Cut-Off Date for such Affected Basket Component.

(c) Where the Index Linked Notes relate to a Basket of Indices and "Common Scheduled Trading Days" and "Individual Disrupted Days" are both specified to be applicable in the relevant Issue Terms, if the Calculation Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then:

(i) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and

(ii) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the earlier of (A) the first Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component and (B) the Reference Cut-Off Date for such Affected Basket Component (notwithstanding that such day may not be a Common Scheduled Trading Day).

(d) Where the Index Linked Notes relate to a Basket of Indices and "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, if the Calculation Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then the Reference Date for each Basket Component shall be the earlier of (i) the first Common Scheduled Trading Day following the Scheduled Reference Date that is not a Disrupted Day for any Basket Component and (ii) the Reference Cut-Off Date (notwithstanding that such day may not be a Common Scheduled Trading Day).

(e) If, in respect of any Index, a Reference Date falls on the relevant Reference Cut-Off Date pursuant to Asset Condition 1.5(a) to (d) above:

(i) if such Reference Cut-Off Date is not a Disrupted Day for such Index, the Calculation Agent shall determine the Index Level of such Index as at the Reference Time on such Reference Cut-Off Date; and/or

(ii) if such Reference Cut-Off Date is a Disrupted Day for such Index, the Calculation Agent shall determine the Index Level for such Index as at the Reference Time on the Reference Cut-Off Date in accordance with the formula for and method of calculating the Index Level of such Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Reference Time on the Reference Cut-Off Date of each Component Share comprised in such Index (or, if the relevant Component Share Exchange is closed or the traded or quoted price of the Component Share is otherwise unavailable, its good faith estimate of the value for the Component Share as of the Reference Time on the Reference Cut-Off Date).

(f) The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Base General Condition 16 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been a Reference Date. Without limiting the obligation of the Calculation Agent to give notice to the Noteholders as set forth in the preceding sentence, failure

by the Calculation Agent to notify the Noteholders of the occurrence of a Disrupted Day shall not affect the validity of the occurrence and effect of such Disrupted Day.

1.6 Consequences of Disrupted Days: Averaging Reference Dates

(a) Where the Index Linked Notes relate to a single Index, if the Calculation Agent determines that any Scheduled Averaging Reference Date in respect of a Reference Date is a Disrupted Day in respect of such Index, then:

(i) if "Omission" is specified to be applicable in the relevant Issue Terms, such date shall be deemed not to be an Averaging Reference Date in respect of such Reference Date, provided that, if through the operation of this provision there would not be any Averaging Reference Date in respect of such Reference Date, then the sole Averaging Reference Date shall be the earlier of (A) the first Scheduled Trading Day following the Scheduled Averaging Reference Date that is not a Disrupted Day and (B) the Averaging Reference Cut-Off Date;

(ii) if "Postponement" is specified to be applicable in the relevant Issue Terms, the Averaging Reference Date shall be the earlier of (A) the first Scheduled Trading Day following the Scheduled Averaging Reference Date that is not a Disrupted Day and (B) the Averaging Reference Cut-Off Date. Any day (including, for the avoidance of doubt, the Averaging Reference Cut-Off Date) determined to be an Averaging Reference Date as a result of the operation of this Asset Condition 1.6(a)(ii) shall be an Averaging Reference Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Reference Date; or

(iii) if "Modified Postponement" is specified to be applicable in the relevant Issue Terms, the Averaging Reference Date shall be the earlier of (A) the first Valid Date following the Scheduled Averaging Reference Date and (B) the Averaging Reference Cut-Off Date, irrespective of whether the Averaging Reference Cut-Off Date falls on a day that already is or is deemed to be an Averaging Reference Date.

(b) Where the Index Linked Notes relate to a Basket of Indices and "Common Scheduled Trading Days" is specified not to be applicable in the relevant Issue Terms, if the Calculation Agent determines that any Scheduled Averaging Reference Date in respect of a Reference Date is a Disrupted Day in respect of any Basket Component, then:

(i) if "Omission" is specified to be applicable in the relevant Issue Terms, such date shall be deemed not to be an Averaging Reference Date in respect of any Basket Component in respect of such Reference Date, provided that, if through the operation of this provision there would not be any Averaging Reference Date in respect of such Reference Date, then:

(A) the sole Averaging Reference Date for each Basket Component in respect of which the final Scheduled Averaging Reference Date is not a Disrupted Day shall be the final Scheduled Averaging Reference Date; and

(B) the sole Averaging Reference Date for each Basket Component in respect of which the final Scheduled Averaging Reference Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Scheduled Trading Day following the final Scheduled Averaging Reference Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Reference Cut-Off Date for such Affected Basket Component;

(ii) if "Postponement" is specified to be applicable in the relevant Issue Terms, then:

(A) the Averaging Reference Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Reference Date; and

(B) the Averaging Reference Date for each Basket Component in respect of which the Scheduled Averaging Reference Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Scheduled Trading Day following the Scheduled Averaging Reference Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Reference Cut-Off Date for such Affected Basket Component. Any day (including, for the avoidance of doubt, the Averaging Reference Cut-Off Date) determined to be an Averaging Reference Date as a result of the operation of this Asset Condition 1.6(b)(ii) shall be an Averaging Reference Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Reference Date; or

(iii) if "Modified Postponement" is specified to be applicable in the relevant Issue Terms then:

(A) the Averaging Reference Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Reference Date; and

(B) the Averaging Reference Date for each Basket Component in respect of which the Scheduled Averaging Reference Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Valid Date following the Scheduled Averaging Reference Date in respect of such Affected Basket Component and (II) the Averaging Reference Cut-Off Date for such Affected Basket Component, irrespective of whether the Averaging Reference Cut-Off Date falls on a day that already is or is deemed to be an Averaging Reference Date.

(c) Where the Index Linked Notes relate to a Basket of Indices and "Common Scheduled Trading Days" and "Individual Disrupted Days" are both specified to be applicable in the relevant Issue Terms, if the Calculation Agent determines that any Scheduled Averaging Reference Date in respect of a Reference Date is a Disrupted Day in respect of any Basket Component, then:

(i) if "Omission" is specified to be applicable in the relevant Issue Terms, such date shall be deemed not to be an Averaging Reference Date in respect of any Basket Component in respect of such Reference Date, provided that, if through the operation of this provision there would not be any Averaging Reference Date in respect of such Reference Date, then:

(A) the sole Averaging Reference Date for each Basket Component in respect of which the final Scheduled Averaging Reference Date is not a Disrupted Day shall be the final Scheduled Averaging Reference Date; and

(B) the sole Averaging Reference Date for each Basket Component in respect of which the final Scheduled Averaging Reference Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Scheduled Trading Day following the final Scheduled Averaging Reference Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Reference Cut-Off Date for such Affected Basket Component (notwithstanding the fact that such day may not be a Common Scheduled Trading Day);

(ii) if "Postponement" is specified to be applicable in the relevant Issue Terms, then:

(A) the Averaging Reference Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Reference Date; and

(B) the Averaging Reference Date for each Basket Component in respect of which the Scheduled Averaging Reference Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Scheduled Trading

Day following the Scheduled Averaging Reference Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Reference Cut-Off Date for such Affected Basket Component (notwithstanding the fact that such day may not be a Common Scheduled Trading Day). Any day (including, for the avoidance of doubt, the Averaging Reference Cut-Off Date) determined to be an Averaging Reference Date as a result of the operation of this Asset Condition 1.6(c)(ii) shall be an Averaging Reference Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Reference Date; or

(iii) if "Modified Postponement" is specified to be applicable in the relevant Issue Terms, then

(A) the Averaging Reference Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Reference Date; and

(B) the Averaging Reference Date for each Basket Component in respect of which the Scheduled Averaging Reference Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Valid Date following the Scheduled Averaging Reference Date in respect of such Affected Basket Component and (II) the Averaging Reference Cut-Off Date for such Affected Basket Component, irrespective of whether the Averaging Reference Cut-Off Date falls on a day that already is or is deemed to be an Averaging Reference Date.

(d) Where the Index Linked Notes relate to a Basket of Indices and "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, if the Calculation Agent determines that any Scheduled Averaging Reference Date in respect of a Reference Date is a Disrupted Day in respect of any Basket Component, then:

(i) if "Omission" is specified to be applicable in the relevant Issue Terms, such date shall be deemed not to be an Averaging Reference Date in respect of any Basket Component in respect of such Reference Date, provided that, if through the operation of this provision there would be no Averaging Reference Date in respect of such Reference Date, then the sole Averaging Reference Date for each Basket Component shall be the earlier of (A) the first Common Scheduled Trading Day following the final Scheduled Averaging Reference Date that is not a Disrupted Day for any Basket Component and (B) the Averaging Reference Cut-Off Date (notwithstanding the fact that such Averaging Reference Cut-Off Date may not a Common Scheduled Trading Day);

(ii) if "Postponement" is specified to be applicable in the relevant Issue Terms, then the Averaging Reference Date shall be the earlier of (A) the first Common Scheduled Trading Day following the Scheduled Averaging Reference Date that is not a Disrupted Day in respect of any Basket Component and (B) the Averaging Reference Cut-Off Date (notwithstanding the fact that such Averaging Reference Cut-Off Date may not be a Common Scheduled Trading Day). Any day (including, for the avoidance of doubt, the Averaging Reference Cut-Off Date) determined to be an Averaging Reference Date as a result of the operation of this Asset Condition 1.6(d)(ii) shall be an Averaging Reference Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Reference Date; or

(iii) if "Modified Postponement" is specified to be applicable in the relevant Issue Terms, then the Averaging Reference Date for each Basket Component shall be the earlier of (A) the first Common Valid Date following the Scheduled Averaging Reference Date and (B) the Averaging Reference Cut-Off Date (notwithstanding the fact that such Averaging Reference Cut-Off Date may not be a Common Scheduled Trading Day), irrespective of whether the Averaging

Reference Cut-Off Date falls on a day that already is or is deemed to be an Averaging Reference Date.

(e) If, in respect of any Index, an Averaging Reference Date falls on the relevant Averaging Reference Cut-Off Date pursuant to Asset Condition 1.6(a)-(d) above:

(i) if such Averaging Reference Cut-Off Date is not a Disrupted Day for such Index, the Calculation Agent shall determine the Index Level of such Index as at the Reference Time on such Averaging Reference Cut-Off Date; and/or

(ii) if such Averaging Reference Cut-Off Date is a Disrupted Day for such Index, the Calculation Agent shall determine the Index Level for such Index as at the Reference Time on the Averaging Reference Cut-Off Date in accordance with the formula for and method of calculating the Index Level of such Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Reference Time on the Averaging Reference Cut-Off Date of each Component Share comprised in such Index (or, if the relevant Component Share Exchange is closed or the traded or quoted price of the Component Share is otherwise unavailable, its good faith estimate of the value for the relevant Component Share as of the Reference Time on the Averaging Reference Cut-Off Date).

(f) The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Base General Condition 16 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Averaging Reference Date. Without limiting the obligation of the Calculation Agent to give notice to the Noteholders as set forth in the preceding sentence, failure by the Calculation Agent to notify the Noteholders of the occurrence of a Disrupted Day shall not affect the validity of the occurrence and effect of such Disrupted Day.

If the Issue Terms for any Index Linked Notes specify both "Initial Averaging Dates" and "Averaging Dates", then the provisions of this Asset Condition 1.6 (*Consequences of Disrupted Days: Averaging Reference Dates*) shall apply separately to the Initial Averaging Dates and the Averaging Dates (so that references to "Averaging Reference Dates" shall be read and construed as references to "Initial Averaging Dates or "Averaging Dates", as the case may be).

1.7 Barrier Events

(a) Coupon Barrier Event

A "**Coupon Barrier Event**" shall be deemed to occur if the Calculation Agent determines that the Index Level or the Index Basket Level as of any Coupon Barrier Observation Time on any Coupon Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Coupon Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than or equal to"), as the case may be, the Coupon Barrier on such Coupon Barrier Observation Date.

(b) Redemption Barrier Event

A "**Redemption Barrier Event**" shall be deemed to occur if the Calculation Agent determines that the Index Level or Index Basket Level as of any Redemption Barrier Observation Time on any Redemption Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Redemption Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Redemption Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Redemption Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Redemption Barrier Event – Greater than or equal to"), as the case may be, the Redemption Barrier on such Redemption Barrier Observation Date.

(c) Coupon Lock-in Event

A "**Coupon Lock-in Event**" shall be deemed to occur if the Calculation Agent determines that the Index Level or the Index Basket Level as of any Coupon Barrier Observation Time on any Coupon Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Coupon Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than or equal to"), as the case may be, the Coupon Lock-in Barrier on such Coupon Barrier Observation Date.

(d) Autocall Barrier Event

An "**Autocall Barrier Event**" shall be deemed to occur in respect of an Index or Basket of Indices if the Calculation Agent determines that the Index Level or the Index Basket Level, as the case may be, as of any Autocall Barrier Observation Time on any Autocall Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Autocall Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Autocall Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Autocall Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Autocall Barrier Event – Greater than or equal to"), as the case may be, the corresponding Autocall Barrier on such Autocall Barrier Observation Date.

1.8 Look-Back

If "**Look-Back Provisions**" is specified to be applicable in the relevant Issue Terms, the Calculation Agent shall determine the Index Level or Index Basket Level (as the case may be) as at the Look-Back Observation Time on each Look-Back Observation Date, and the Initial Index Level or Initial Index Basket Level (as the case may be) shall be:

(a) if "Look-Back – Lowest" is specified to be applicable in the relevant Issue Terms, the lowest Index Level or Index Basket Level (as the case may be) so determined, subject to a minimum equal to the Look-Back Floor and a maximum equal to the Look-Back Cap; or

(b) if "Look-Back – Highest" is specified to be applicable in the relevant Issue Terms, the highest Index Level or Index Basket Level (as the case may be) so determined, subject to a minimum equal to the Look-Back Floor and a maximum equal to the Look-Back Cap.

1.9 Definitions

"**Adjustment Payment**" means, in respect of each Note, the payment, if any, that the Benchmark Rate Determination Agent determines, acting in good faith and in a commercially reasonable manner, is required as a result of the replacement of the Reference Index with the Alternative Pre-nominated Index.

"**Aggregate Weighted Index Level**" means, in respect of a Basket Reference Date or Basket Averaging Reference Date, the sum of the Weighted Index Levels of all the Basket Components in respect of such Basket Reference Date or Basket Averaging Reference Date, where the Weighted Index Level of each Basket Component is determined as at the Reference Time on the relevant Reference Date or Averaging Reference Date (as the case may be) in respect of such Basket Component.

"**Alternative Index**" has the meaning given to it in Asset Condition 1.4(b) (*Adjustments to an Index*).

"**Alternative Pre-nominated Index**" means, in respect of a Reference Index, the first of the indices, benchmarks or other price sources specified as such in the relevant Issue Terms and not subject to an Index Cancellation, Index Modification or Index Administrator/Benchmark Event.

"**Autocall Barrier**" means, in respect of each Index or the Basket of Indices (as the case may be) and any Autocall Barrier Period specified under the heading "Autocall Barrier Period" in the table in the

relevant Issue Terms, the level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Index Level or Initial Index Basket Level) specified under the heading "Autocall Barrier" in such table adjacent to the relevant Autocall Barrier Period.

"**Autocall Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Autocall Barrier Observation Period, subject in each case to any adjustment pursuant to Asset Condition 1.5 (*Consequences of Disrupted Days: Reference Dates*) or pursuant to the definition of "Observation Date" in this Asset Condition 1.9 (*Definitions*).

"**Autocall Barrier Observation Period**" means the period specified as such in the relevant Issue Terms.

"**Autocall Barrier Observation Time**" means the time(s) specified as such in the relevant Issue Terms, provided that:

(i) in respect of each Index specified in the relevant Issue Terms as not being a Multi-Exchange Index, if no time is specified or the time specified is after the Scheduled Closing Time on the relevant Exchange on the relevant Reference Date, or if the time is specified as "Closing", the Autocall Barrier Observation Time shall be the Scheduled Closing Time on the relevant Exchange on the relevant Reference Date in relation to such Index. If the relevant Exchange closes prior to its Scheduled Closing Time, then the Autocall Barrier Observation Time shall be the actual closing time for its regular trading session;

(ii) in respect of each Index specified in the relevant Issue Terms as being a Multi-Exchange Index, if no time is specified or if the time is specified as "Closing", the Autocall Barrier Observation Time shall be:

(a) for the purposes of determining whether an Index Market Disruption Event has occurred: (I) in respect of a Component Security, the Scheduled Closing Time on the relevant Exchange (or if the relevant Exchange closes prior to its Scheduled Closing Time, the actual closing time for its regular trading session); and (II) in respect of any options contracts or futures contracts on the relevant Index, the close of trading on the relevant Related Exchange, and

(b) for any other purpose, the time at which the official closing level of the Index is calculated and published by the Index Sponsor; or

(iii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of an Index, all times in each Autocall Barrier Observation Date at which the Index Level of such Index can be observed.

"**Autocall Barrier Period**" means each period specified as such in the relevant Issue Terms.

"**Averaging Cut-Off Date**" means:

(i) in respect of any Scheduled Averaging Date relating to an Interest Payment Date, and:

(a) where "Payment Date Extension" is specified to be applicable in the relevant Issue Terms:

(I) in the case where the Notes relate to a Basket of Indices and "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Averaging Date; or

(II) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Averaging Date; or

(b) where "Payment Date Extension" is specified to be not applicable in the relevant Issue Terms, the earlier of (I) the date that would be determined in accordance with paragraph (i)(a) above, and (II) the last Scheduled Trading Day that falls no later than the second (or such other number specified in the relevant Issue Terms) Business Day immediately preceding such Interest Payment Date; and

(ii) in respect of any Scheduled Averaging Date relating to the Maturity Date, and:

(a) where "Maturity Date Extension" is specified to be applicable in the relevant Issue Terms:

(I) in the case where the Notes relate to a Basket of Indices and "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Averaging Date; or

(II) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Averaging Date; or

(b) where "Maturity Date Extension" is specified to be not applicable in the relevant Issue Terms, the earlier of (I) the date that would be determined in accordance with paragraph (ii)(a) above, and (II) the last Scheduled Trading Day that falls no later than the second (or such other number specified in the relevant Issue Terms) Business Day immediately preceding the Maturity Date.

"**Averaging Date**" means, in respect of each Index, either:

(i) in the case where the Index Linked Notes relate to either (a) a single Index; or (b) a Basket of Indices and the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be not applicable, each date specified as such in the relevant Issue Terms, or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day for such Index; or

(ii) in the case where the Index Linked Notes relate to a Basket of Indices and the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be applicable, each date specified as such in the relevant Issue Terms, or if any such date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day,

provided that if any such date (following adjustment (if applicable) pursuant to paragraph (i) or (ii) above) is a Disrupted Day, the Averaging Date shall be determined in accordance with the provisions of Asset Condition 1.6 (*Consequences of Disrupted Days: Averaging Reference Dates*).

"**Averaging Reference Cut-Off Date**" means:

(i) in respect of any Averaging Reference Date which is an Initial Averaging Date, the Initial Averaging Cut-Off Date in respect of such Initial Averaging Date; and

(ii) in respect of any Averaging Reference Date which is an Averaging Date, the Averaging Cut-Off Date in respect of such Averaging Date.

"**Averaging Reference Date**" means each Initial Averaging Date and Averaging Date.

"**Basket**" means a basket comprising the Basket Components specified in the relevant Issue Terms in the Weights specified for each Basket Component in the relevant Issue Terms.

"**Basket Averaging Date**" means, in respect of each Scheduled Averaging Date relating to a Basket of Indices:

(i) if such Scheduled Averaging Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Averaging Date; or

(ii) if such Scheduled Averaging Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Averaging Dates determined in accordance with the provisions of Asset Condition 1.6 (*Consequences of Disrupted Days: Averaging Reference Dates*) in respect of such Scheduled Averaging Date.

"**Basket Averaging Reference Date**" means each Basket Averaging Date and Basket Initial Averaging Date.

"**Basket Component**" means, in respect of a Basket of Indices, each Index comprising such Basket.

"**Basket Initial Averaging Date**" means, in respect of the Scheduled Initial Averaging Date relating to a Basket of Indices:

(i) if the Scheduled Initial Averaging Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Initial Averaging Date; or

(ii) if the Scheduled Initial Averaging Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Initial Averaging Dates determined in accordance with the provisions of Asset Condition 1.6 (*Consequences of Disrupted Days: Averaging Reference Dates*) in respect of the Scheduled Initial Averaging Date.

"**Basket Initial Setting Date**" means, in respect of the Scheduled Initial Setting Date relating to a Basket of Indices:

(i) if the Scheduled Initial Setting Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Initial Setting Date; or

(ii) if the Scheduled Initial Setting Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Initial Setting Dates determined in accordance with the provisions of Asset Condition 1.5 (*Consequences of Disrupted Days: Reference Dates*) in respect of the Scheduled Initial Setting Date.

"**Basket Observation Date**" means, in respect of each Scheduled Observation Date relating to a Basket of Indices:

(i) if such Scheduled Observation Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Observation Date; or

(ii) if such Scheduled Observation Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Observation Dates determined in accordance with the provisions of Asset Condition 1.5 (*Consequences of Disrupted Days: Reference Dates*) in respect of such Scheduled Observation Date.

"**Basket Reference Date**" means each Basket Initial Setting Date, Basket Observation Date and Basket Valuation Date.

"**Basket Valuation Date**" means, in respect of each Scheduled Valuation Date relating to a Basket of Indices:

(i) if such Scheduled Valuation Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Valuation Date; or

(ii) if such Scheduled Valuation Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Valuation Dates determined in accordance with the provisions of Asset Condition 1.5 (*Consequences of Disrupted Days: Reference Dates*) in respect of such Scheduled Valuation Date.

"**Best Performing Basket Component**" means, in respect of a Basket of Indices and any Basket Reference Date, the Basket Component with the highest Index Performance in respect of the Reference Date relating to such Basket Reference Date, as determined by the Calculation Agent (provided that if two or more Basket Components have the same highest Index Performance, the Calculation Agent shall determine which Basket Component shall be the Best Performing Basket Component in its sole and absolute discretion, and such Basket Component shall be the Best Performing Basket Component).

"**Common Scheduled Trading Day**" means, in respect of a Basket of Indices, each day which is a Scheduled Trading Day for all the Basket Components.

"**Common Valid Date**" means, in respect of a Basket, a Common Scheduled Trading Day that is not a Disrupted Day for any Basket Component and on which another Averaging Reference Date does not or is deemed not to occur.

"**Component Security**" means, in respect of an Index, any share or other component security included in such Index as determined by the Calculation Agent and related expressions shall be construed accordingly.

"**Component Share**" means, in respect of an Index, any share included in such Index, as determined by the Calculation Agent.

"**Component Share Exchange**" means, in respect of a Component Share, the primary exchange or quotation system (as determined by the Calculation Agent) on which the Component Share is traded, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Component Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Component Share on such temporary substitute exchange or quotation system as on the original Component Share Exchange).

"**Correction Cut-Off Date**" means the date specified as the Correction Cut-Off Date in the relevant Issue Terms.

"**Coupon Barrier**" means, in respect of each Index or the Basket of Indices (as the case may be) and any Coupon Barrier Period specified under the heading "Coupon Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Index Level or Initial Index Basket Level) specified under the heading "Coupon Barrier" in such table adjacent to the relevant Coupon Barrier Period.

"**Coupon Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Coupon Barrier Observation Period, subject in each case to any adjustment pursuant to Asset Condition 1.5 (*Consequences of Disrupted Days: Reference Dates*) or pursuant to the definition of "Observation Date" in this Asset Condition 1.9 (*Definitions*).

"**Coupon Barrier Observation Period**" means the period specified as such in the relevant Issue Terms.

"**Coupon Barrier Observation Time**" means the time(s) specified as such in the relevant Issue Terms, provided that:

(i) in respect of each Index specified in the relevant Issue Terms as not being a Multi-Exchange Index, if no time is specified or the time specified is after the Scheduled Closing Time on the relevant Exchange on the relevant Reference Date or Averaging Reference Date, or if the time

is specified as "Closing", the Coupon Barrier Observation Time shall be the Scheduled Closing Time on the relevant Exchange on the relevant Reference Date or Averaging Reference Date, as the case may be, in relation to such Index. If the relevant Exchange closes prior to its Scheduled Closing Time, then the Coupon Barrier Observation Time shall be the actual closing time for its regular trading session;

(ii) in respect of each Index specified in the relevant Issue Terms as being a Multi-Exchange Index, if no time is specified or if the time is specified as "Closing", the Coupon Barrier Observation Time shall be:

(a) for the purposes of determining whether an Index Market Disruption Event has occurred: (I) in respect of a Component Security, the Scheduled Closing Time on the relevant Exchange (or if the relevant Exchange closes prior to its Scheduled Closing Time, the actual closing time for its regular trading session); and (II) in respect of any options contracts or futures contracts on the relevant Index, the close of trading on the relevant Related Exchange, and

(b) for any other purpose, the time at which the official closing level of the Index is calculated and published by the Index Sponsor; or

(iii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of an Index, all times in each Coupon Barrier Observation Date at which the Index Level of such Index can be observed.

"**Coupon Barrier Period**" means each period specified as such in the relevant Issue Terms.

"**Coupon Lock-in Barrier**" means, in respect of each Index or the Basket of Indices (as the case may be) and any Coupon Barrier Period specified under the heading "Coupon Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Index Level or Initial Index Basket Level) specified under the heading "Coupon Lock-in Barrier" in such table adjacent to the relevant Coupon Barrier Period.

"**Disrupted Day**" means: (i) where the relevant Index is specified in the relevant Issue Terms as not being a Multi-Exchange Index, 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 an Index Market Disruption Event has occurred or (ii) where the relevant Index is specified in the relevant Issue Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which (A) the Index Sponsor fails to publish the level of the Index and an Index Cancellation or Index Administrator/Benchmark Event Date has not occurred (provided that the Calculation Agent may, in its sole and absolute discretion, determine that such event instead results in the occurrence of an Index Disruption), (B) any Related Exchange fails to open for trading during its regular trading session or (C) an Index Market Disruption Event has occurred.

"**Early Closure**" means the closure on any Exchange Business Day of the Exchange in respect of any Component Security or any 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 relevant Exchange or Related Exchange system for execution at the relevant Reference Time on such Exchange Business Day.

"**Exchange**" means:

(i) where the relevant Index is not specified in the relevant Issue Terms as being a Multi-Exchange Index, each exchange or quotation system specified in the relevant Issue Terms as such for such Index, any successor to such exchange or quotation system or any substitute exchange or

quotation system to which trading in the securities/commodities comprising such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities/commodities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange); and

(ii) where the relevant Index is specified in the relevant Issue Terms as being a Multi-Exchange Index, in relation to each Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent.

"**Exchange Business Day**" means either (i) where the relevant Index is not specified in the relevant Issue Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time or (ii) where the relevant Index is specified in the relevant Issue Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which (A) the Index Sponsor publishes the level of the Index and (B) each Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its 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 to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on any Related Exchange.

"**Index**" and "**Indices**" mean, subject to adjustment in accordance with Asset Condition 1.4 (*Index Adjustment Provisions*), the index or indices specified in the relevant Issue Terms and related expressions shall be construed accordingly.

"**Index Administrator/Benchmark Event**" means, for a Series of Notes and a Reference Index, any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of a Reference Index or the administrator or sponsor of such Index has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that either the Bank or the Calculation Agent is not, or will not be, permitted under any applicable law or regulation to use the Reference Index to perform its or their respective obligations in relation to the relevant Index Linked Notes.

"**Index Administrator/Benchmark Event Date**" means, for a Series of Notes and an Index Administrator/Benchmark Event, the date on which the authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is:

(a) required under any applicable law or regulation; or

(b) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that the Reference Index is not permitted to be used under the Notes following rejection, refusal, suspension or withdrawal,

or, in each case, if such date occurs before the Trade Date, the Trade Date.

"**Index Basket Level**" has the meaning given to it in Asset Condition 1.3 (*Index Basket Level*).

"**Index Cancellation**" has the meaning given to it in Asset Condition 1.4(b) (*Adjustments to an Index*).

"**Index Disruption**" has the meaning given to it in Asset Condition 1.4(b) (*Adjustments to an Index*).

"**Index Level**" means, subject to these Index Linked Asset Conditions, in respect of an Index or a Reference Index, as relevant and any Reference Time on a Reference Date or Averaging Reference Date, the level of such Index or Reference Index, as relevant as at such Reference Time on such

Reference Date or Averaging Reference Date, as determined by the Calculation Agent, provided that if such Reference Time is the Scheduled Closing Time, then the Index Level shall be the official closing level of such Index as determined by the Calculation Agent and, in any case, if "Correction of Index Levels" is specified to be not applicable in the relevant Issue Terms, without regard to any subsequently published correction.

"**Index Market Disruption Event**" means, in respect of an Index:

(i) where such Index is specified in the relevant Issue Terms as not being a Multi-Exchange Index:

(A) the occurrence or existence at any time during the one hour period that ends at the relevant Reference Time:

(x) of 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:

(1) on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index; or

(2) in futures or options contracts relating to the relevant Index on any relevant Related Exchange; or

(y) of any event (other than an event described in (B) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (1) to effect transactions in, or obtain market values for, on any relevant Exchange(s), securities that comprise 20 per cent. or more of the level of the relevant Index, or (2) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange; or

(B) the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities/commodities that comprise 20 per cent. or more of the level of the relevant Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to (x) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day or, if earlier, (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Reference Time on such Exchange Business Day,

which in any such case the Calculation Agent determines is material; or

(ii) where such Index is specified in the relevant Issue Terms as being a Multi-Exchange Index, in respect of a Component Security included in such Index, either:

(A) the occurrence or existence, in respect of any Component Security, of:

(x) 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 Reference Time in respect of the Exchange in respect of such Component Security;

(y) 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 Reference Time in respect of the Exchange in respect of such Component Security; or

(z) an Early Closure in respect of such Component Security, which the Calculation Agent determines is material; and

either:

(1) where the Threshold Percentage is specified in the relevant Issue Terms to be not applicable, 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 the Index; or

(2) where the Threshold Percentage is specified in the relevant Issue Terms to be applicable, the sum of (a) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists and (b) the Threshold Percentage comprises 20 per cent. or more of the level of the Index;

OR

(B) the occurrence or existence, in respect of futures or options contracts relating to the Index, of:

(x) a Trading Disruption at any time during the one hour period that ends at the Reference Time in respect of any Related Exchange;

(y) an Exchange Disruption at any time during the one hour period that ends at the Reference Time in respect of any Related Exchange; or

(z) an Early Closure,

in each case in respect of such futures or options contracts and which the Calculation Agent determines is material.

For the purpose of determining whether an Index Market Disruption Event exists in relation to an Index or in respect of a Component Security at any time, if an event giving rise to an Index Market Disruption Event occurs in respect of a security included in the Index or such Component Security at that time, then the relevant percentage contribution of that security or Component Security, as the case may be, to the level of that Index shall be based on a comparison of (i) the portion of the level of that Index attributable to that security or Component Security, as the case may be, and (ii) the overall level of that Index, in each case either (x) except where the relevant Index is specified in the relevant Issue Terms as being a Multi-Exchange Index, immediately before the occurrence of such Index Market Disruption Event or (y) where the relevant Index is specified in the relevant Issue Terms as being a Multi-Exchange Index, using the official opening weightings as published by the Index Sponsor as part of the market "opening data".

"**Index Modification**" has the meaning given to it in Asset Condition 1.4(b) (*Adjustments to an Index*).

"**Index Performance**" means in respect of an Index and any Reference Date:

(i) if there are no Averaging Reference Dates in respect of such Reference Date, an amount (expressed as a percentage) determined by the Calculation Agent as being equal to (a) the Index Level of such Index at the Reference Time on such Reference Date, divided by (b) the Initial Index Level; or

(ii) if there are Averaging Reference Dates in respect of such Reference Date, an amount (expressed as a percentage) determined by the Calculation Agent as being equal to (a) the arithmetic mean of the Index Levels of such Index at the Reference Time on each such Averaging Reference Date, divided by (b) the Initial Index Level.

"**Index Sponsor**" means, in relation to an Index or a Reference Index, the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index or Reference Index and (ii) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day, which as of the Issue Date is the index sponsor specified for such Index or Reference Index in the relevant Issue Terms.

"**Initial Averaging Cut-Off Date**" means, in respect of any Scheduled Initial Averaging Date:

(i) in the case where the Index Linked Notes relate to a Basket of Indices and "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Initial Averaging Date; or

(ii) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Initial Averaging Date.

"**Initial Averaging Date**" means, in respect of each Index, as the case may be, either:

(i) in the case where the Index Linked Notes relate to either (a) a single Index; or (b) a Basket of Indices and the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be not applicable, each date specified as such in the relevant Issue Terms, or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day for such Index; or

(ii) in the case where the Index Linked Notes relate to a Basket of Indices and the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be applicable, each date specified as such in the relevant Issue Terms, or if any such date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day,

provided that if any such date (following adjustment (if applicable) pursuant to paragraph (i) or (ii) above) is a Disrupted Day, the Initial Averaging Date shall be determined in accordance with the provisions of Asset Condition 1.6 (*Consequences of Disrupted Days: Averaging Reference Dates*).

"**Initial Index Basket Level**" means:

(i) where "Look-Back" is not specified to apply, the Index Basket Level in respect of the Basket Initial Setting Date determined in accordance with Asset Condition 1.3 (*Index Basket Level*); or

(ii) where "Look-Back" is specified to apply, the Index Basket Level determined in accordance with the provisions of Asset Condition 1.8 (*Look-Back*).

"**Initial Index Level**" means:

(i) where "Look-Back" is not specified to apply:

(a) where the relevant Issue Terms specify that there are no Initial Averaging Dates in respect of the Initial Setting Date, the Index Level at the Valuation Time on the Initial Setting Date; or

(b) where the relevant Issue Terms specify that there are Initial Averaging Dates in respect of the Initial Setting Date, the arithmetic mean of the Index Levels at the Valuation Time on each such Initial Averaging Date; or

(ii) where "Look-Back" is specified to apply, the Index Level determined in accordance with the provisions of Asset Condition 1.8 (*Look-Back*).

"**Initial Setting Cut-Off Date**" means, in respect of any Scheduled Initial Setting Date:

(i) in the case where the Index Linked Notes relate to a Basket of Indices and "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Initial Setting Date; or

(ii) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Initial Setting Date.

"**Initial Setting Date**" means, in respect of each Index, as the case may be, either:

(i) in the case where the Index Linked Notes relate to either (a) a single Index; or (b) a Basket of Indices and the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be not applicable, the date specified as such in the relevant Issue Terms, or, if such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day for such Index; or

(ii) in the case where the Index Linked Notes relate to a Basket of Indices and the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be applicable, the date specified as such in the relevant Issue Terms, or if such date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day,

provided that if any such date (following any adjustment (if applicable) pursuant to paragraphs (i) and (ii) above) is a Disrupted Day, the Initial Setting Date shall be determined in accordance with the provisions of Asset Condition 1.5 (*Consequences of Disrupted Days: Reference Dates*).

"**Look-Back Cap**" means the price, rate, level, percentage or other value (if any) specified as such in the relevant Issue Terms.

"**Look-Back Floor**" means the price, rate, level, percentage or other value (if any) specified as such in the relevant Issue Terms.

"**Look-Back Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Look-Back Observation Period, subject in each case to any adjustment pursuant to Asset Condition 1.5 (*Consequences of Disrupted Days: Reference Dates*) or pursuant to the definition of "Observation Date" in this Asset Condition 1.9 (*Definitions*).

"**Look-Back Observation Period**" means each period specified as such in the relevant Issue Terms.

"**Look-Back Observation Time**" means the time(s) specified as such in the relevant Issue Terms, provided that:

(i) in respect of each Index specified in the relevant Issue Terms as not being a Multi-Exchange Index, if no time is specified or the time specified is after the Scheduled Closing Time on the relevant Exchange on the relevant Reference Date or Averaging Reference Date, or if the time is specified as "Closing", the Look-Back Observation Time shall be the Scheduled Closing Time on the relevant Exchange on the relevant Reference Date or Averaging Reference Date, as the case may be, in relation to such Index. If the relevant Exchange closes prior to its Scheduled Closing Time, then the Look-Back Observation Time shall be the actual closing time for its regular trading session;

(ii) in respect of each Index specified in the relevant Issue Terms as being a Multi-Exchange Index, if no time is specified or if the time is specified as "Closing", the Look-Back Observation Time shall be:

(a) for the purposes of determining whether an Index Market Disruption Event has occurred: (I) in respect of a Component Security, the Scheduled Closing Time on the relevant Exchange (or if the relevant Exchange closes prior to its Scheduled Closing Time, the actual closing time for its regular trading session); and (II) in respect of any options contracts or futures contracts on the relevant Index, the close of trading on the relevant Related Exchange, and

(b) for any other purpose, the time at which the official closing level of the Index is calculated and published by the Index Sponsor; or

(iii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of an Index, all times in each Look-Back Observation Date at which the Index Level of such Index can be observed.

"**Multi-Exchange Index**" means an Index identified or specified as such in the relevant Issue Terms.

"**Number of Extension Business Days**" means, if "Maturity Date Extension" or "Payment Date Extension" is specified to be applicable in the relevant Issue Terms, the number of Business Days specified in the relevant Issue Terms, or, if none is specified:

(i) in respect of a Maturity Date Extension, the number of Business Days that the relevant Scheduled Maturity Date falls after the Scheduled Reference Date or Scheduled Averaging Reference Date, as the case may be, falling immediately prior to the relevant Scheduled Maturity Date; or

(ii) in respect of a Payment Date Extension, the number of Business Days that the Scheduled Payment Date falls after the Scheduled Reference Date or the Scheduled Averaging Reference Date, as the case may be, falling immediately prior to the Scheduled Payment Date.

"**Observation Cut-Off Date**" means:

(i) in respect of any Scheduled Observation Date relating to an Interest Payment Date, and:

(a) where "Payment Date Extension" is specified to be applicable in the relevant Issue Terms:

(I) in the case where the Notes relate to a Basket of Indices and "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Observation Date; or

(II) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Observation Date; or

(b) where "Payment Date Extension" is specified to be not applicable in the relevant Issue Terms, the earlier of (I) the date that would be determined in accordance with paragraph (i)(a) above, and (II) the last Scheduled Trading Day that falls no later than the second (or such other number specified in the relevant Issue Terms) Business Day immediately preceding such Interest Payment Date;

(ii) in respect of any Scheduled Observation Date relating to the Maturity Date, and:

(a) where "Maturity Date Extension" is specified to be applicable in the relevant Issue Terms:

(I) in the case where the Notes relate to a Basket of Indices and "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to

be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Observation Date; or

(II) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Observation Date; or

(b) where "Maturity Date Extension" is specified to be not applicable in the relevant Issue Terms, the earlier of (I) the date that would be determined in accordance with paragraph (ii)(a) above, and (II) the last Scheduled Trading Day that falls no later than the second (or such other number specified in the relevant Issue Terms) Business Day immediately preceding the Maturity Date; and

(iii) in respect of any Scheduled Observation Date relating to an Autocall Barrier Observation Date:

(a) where "Autocall Payment Date Extension" is specified to be applicable in the relevant Issue Terms:

(I) in the case where the Index Linked Autocall Provisions relate to a Basket of Indices and "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Observation Date; or

(II) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Observation Date; or

(b) where "Autocall Payment Date Extension" is specified to be not applicable in the relevant Issue Terms, the earlier of (I) the date that would be determined in accordance with paragraph (iii)(a) above, and (II) the last Scheduled Trading Day that falls no later than the second (or such other number specified in the relevant Issue Terms) Business Day immediately preceding the Interest Payment Date following the Scheduled Observation Date.

"**Observation Date**" means, in respect of each Index, either:

(i) in the case where the Index Linked Notes relate to either (a) a single Index; or (b) a Basket of Indices and "Common Scheduled Trading Days" is specified to be not applicable in the relevant Issue Terms:

(a) each Coupon Barrier Observation Date;

(b) each Redemption Barrier Observation Date;

(c) each Look-Back Observation Date;

(d) each Autocall Barrier Observation Date; and

(e) any other date specified as such in the relevant Issue Terms,

provided that, if any such date is not a Scheduled Trading Day, the Observation Date shall be the immediately following Scheduled Trading Day in respect of such Index; and

(ii) in the case where "Common Scheduled Trading Days" is specified to be applicable in the relevant Issue Terms:

(a) each Coupon Barrier Observation Date;

(b) each Redemption Barrier Observation Date;

(c) each Look-Back Observation Date;

(d) each Autocall Barrier Observation Date; and

(e) any other date specified as such in the relevant Issue Terms,

provided that, if any such date is not a Common Scheduled Trading Day, the Observation Date shall be the immediately following Common Scheduled Trading Day,

in each case, provided further that, if any such date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) above) is a Disrupted Day, the Observation Date shall be determined in accordance with the provisions of Asset Condition 1.5 (*Consequences of Disrupted Days: Reference Dates*).

"**Redemption Barrier**" means, in respect of each Index or the Basket of Indices (as the case may be) and any Redemption Barrier Period specified under the heading "Redemption Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Index Level or Initial Index Basket Level) specified under the heading "Redemption Barrier" in such table adjacent to the relevant Redemption Barrier Period.

"**Redemption Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Redemption Barrier Observation Period, subject in each case to any adjustment pursuant to Asset Condition 1.5 (*Consequences of Disrupted Days: Reference Dates*) or pursuant to the definition of "Observation Date" in this Asset Condition 1.9 (*Definitions*).

"**Redemption Barrier Observation Period**" means each period specified as such in the relevant Issue Terms.

"**Redemption Barrier Observation Time**" means the time(s) specified as such in the relevant Issue Terms, provided that:

(i) in respect of each Index specified in the relevant Issue Terms as not being a Multi-Exchange Index, if no time is specified or the time specified is after the Scheduled Closing Time on the relevant Exchange on the relevant Reference Date or Averaging Reference Date, or if the time is specified as "Closing", the Redemption Barrier Observation Time shall be the Scheduled Closing Time on the relevant Exchange on the relevant Reference Date or Averaging Reference Date, as the case may be, in relation to such Index. If the relevant Exchange closes prior to its Scheduled Closing Time, then the Redemption Barrier Observation Time shall be the actual closing time for its regular trading session;

(ii) in respect of each Index specified in the relevant Issue Terms as being a Multi-Exchange Index, if no time is specified or if the time is specified as "Closing", the Redemption Barrier Observation Time shall be:

(a) for the purposes of determining whether an Index Market Disruption Event has occurred: (I) in respect of a Component Security, the Scheduled Closing Time on the relevant Exchange (or if the relevant Exchange closes prior to its Scheduled Closing Time, the actual closing time for its regular trading session); and (II) in respect of any options contracts or futures contracts on the relevant Index, the close of trading on the relevant Related Exchange, and

(b) for any other purpose, the time at which the official closing level of the Index is calculated and published by the Index Sponsor; or

(iii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of an Index, all times in each Redemption Barrier Observation Date at which the Index Level of such Index can be observed.

"**Redemption Barrier Period**" means each period specified as such in the relevant Issue Terms.

"**Reference Cut-Off Date**" means:

(i) in respect of any Reference Date which is an Initial Setting Date, the Initial Setting Cut-Off Date in respect of such Initial Setting Date;

(ii) in respect of any Reference Date which is an Observation Date, the Observation Cut-Off Date in respect of such Observation Date; and

(iii) in respect of any Reference Date which is a Valuation Date, the Valuation Cut-Off Date in respect of such Valuation Date.

"**Reference Date**" means each Initial Setting Date, Observation Date or Valuation Date, in each case, subject to adjustment in accordance with Asset Condition 1.5 (*Consequences of Disrupted Days: Reference Dates*).

"**Reference Index**" means, in respect of a Series of Notes, to the extent applicable, any Index, Autocall Barrier, Coupon Barrier, Coupon Lock-in Barrier, Index Level, Look-Back Cap, Look-Back Floor, Redemption Barrier, Lower Barrier, Lower Barrier_1, Lower Barrier_2, Upper Barrier, Upper Barrier_1, Upper Barrier_2 or the index, benchmark or price source (as applicable) originally specified for determining the Index, Autocall Barrier, Coupon Barrier, Index Level, Look-Back Cap, Look-Back Floor, Redemption Barrier, Lower Barrier, Lower Barrier_1, Lower Barrier_2, Upper Barrier, Upper Barrier_1 or Upper Barrier_2. To the extent that an Alternative Pre-nominated Index or Alternative Index is used, it shall be a "Reference Index" from the day on which it is used.

"**Reference Time**" means:

(i) in respect of any Valuation Date, Initial Setting Date, Averaging Date or Initial Averaging Date, the Valuation Time;

(ii) in respect of any Coupon Barrier Observation Date, the Coupon Barrier Observation Time;

(iii) in respect of any Redemption Barrier Observation Date, the Redemption Barrier Observation Time;

(iv) in respect of any Autocall Barrier Observation Date, the Autocall Barrier Observation Time; and

(v) in respect of any Look-Back Observation Date, the Look-Back Observation Time.

"**Related Exchange**" means, in relation to an Index, each exchange or quotation system specified in the relevant Issue Terms as such for such Index, 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 in the relevant Issue Terms as the Related Exchange, "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 option contracts relating to such Index.

"**Related Component Share Exchange**" means, in relation to a Component Share, the primary 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 Component Share.

"**Replacement Index Amendments**" has the meaning given to it in Asset Condition 1.4(b) (*Adjustments to an Index*).

"**Scheduled Averaging Date**" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Averaging Date") that, but for such day being a Disrupted Day, would have been an Averaging Date.

"**Scheduled Averaging Reference Date**" means each Scheduled Averaging Date or Scheduled Initial Averaging Date.

"**Scheduled Closing Time**" means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

"**Scheduled Initial Averaging Date**" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Initial Averaging Date") that, but for such day being a Disrupted Day, would have been an Initial Averaging Date.

"**Scheduled Initial Setting Date**" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Initial Setting Date") that, but for such day being a Disrupted Day, would have been an Initial Setting Date.

"**Scheduled Observation Date**" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Observation Date") that, but for such day being a Disrupted Day, would have been an Observation Date.

"**Scheduled Reference Date**" means each Scheduled Initial Setting Date, Scheduled Observation Date or Scheduled Valuation Date.

"**Scheduled Trading Day**" means (i) where the relevant Index is specified in the relevant Issue Terms as not being a Multi-Exchange Index, any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions or (ii) where the relevant Index is specified in the relevant Issue Terms as being a Multi-Exchange Index, any day on which (A) the Index Sponsor is scheduled to publish the level of that Index, (B) each Related Exchange is scheduled to be open for trading for its regular trading session and (C) where it is specified in the relevant Issue Terms that the Threshold Percentage applies in relation to such Index, the Threshold Percentage is equal to or less than 20 per cent.

"**Scheduled Valuation Date**" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Valuation Date") that, but for such day being a Disrupted Day, would have been a Valuation Date.

"**Trading Disruption**" means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange, as the case may be, 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 any Related Exchange.

"**Threshold Percentage**" means, in relation to an Index and on any day, the percentage of the Component Securities that comprise the level of such Index that are scheduled to be unavailable for trading on the relevant Exchange(s) by virtue of such day not being a day upon which any such relevant Exchange is scheduled to be open for trading for its regular trading sessions.

For the purposes of determining the Threshold Percentage, the relevant percentage contribution of each Component Security unavailable for trading shall be based on a comparison of (i) the portion of the level of that Index to that Component Security relative to (ii) the overall level of that Index, in each

case using the official opening weightings as published by the relevant Index Sponsor as part of the market "opening data".

"**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Reference Date does not or is not deemed to occur.

"**Valuation Cut-Off Date**" means:

(i) in respect of any Scheduled Valuation Date relating to an Interest Payment Date, and:

(a) where "Payment Date Extension" is specified to be applicable in the relevant Issue Terms:

(I) in the case where the Notes relate to a Basket of Indices and "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Valuation Date; or

(II) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Valuation Date; or

(b) where "Payment Date Extension" is specified to be not applicable in the relevant Issue Terms, the earlier of (I) the date that would be determined in accordance with paragraph (i)(a) above, and (II) the last Scheduled Trading Day that falls no later than the second (or such other number specified in the relevant Issue Terms) Business Day immediately preceding such Interest Payment Date; and

(ii) in respect of any Scheduled Valuation Date relating to the Maturity Date, and:

(a) where "Maturity Date Extension" is specified to be applicable in the relevant Issue Terms:

(I) in the case where the Notes relate to a Basket of Indices and "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Valuation Date; or

(II) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Valuation Date; or

(b) where "Maturity Date Extension" is specified to be not applicable in the relevant Issue Terms, the earlier of (I) the date that would be determined in accordance with paragraph (ii)(a) above, and (II) the last Scheduled Trading Day that falls no later than the second (or such other number specified in the relevant Issue Terms) Business Day immediately preceding the Maturity Date.

"**Valuation Date**" means, in respect of each Index, as the case may be, either:

(i) in the case where the Index Linked Notes relate to either (a) a single Index; or (b) a Basket of Indices and the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be not applicable, each date specified as such in the relevant Issue Terms or, if such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day for such Index; and

(ii) in the case where the Index Linked Notes relate to a Basket of Indices and the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be applicable, each date

specified as such in the relevant Issue Terms, or if any such date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day,

provided that if any such date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) above) is a Disrupted Day, the Valuation Date shall be determined in accordance with the provisions of Asset Condition 1.5 (*Consequences of Disrupted Days: Reference Dates*) shall apply.

"**Valuation Time**" means:

(i) in respect of each Index specified in the relevant Issue Terms as not being a Multi-Exchange Index, the time(s) specified as such in the relevant Issue Terms or, if no time is specified or the time specified is after the Scheduled Closing Time on the relevant Exchange on the relevant Reference Date or Averaging Reference Date, as the case may be, in relation to such Index, such Scheduled Closing Time. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time; or

(ii) in respect of each Index specified in the relevant Issue Terms as being a Multi-Exchange Index, (A) for the purposes of determining whether an Index Market Disruption Event has occurred: (x) in respect of a Component Security, the Scheduled Closing Time on the relevant Exchange; and (y) in respect of any options contracts or futures contracts on the relevant Index, the close of trading on the relevant Related Exchange, and (B) in all other circumstances, the time(s) specified as such in the relevant Issue Terms, or if no time is specified, the time at which the official closing level of the Index is calculated and published by the Index Sponsor. If, for the purposes of (A) above, the relevant Exchange closes prior to its Scheduled Closing Time, then the Valuation Time shall be such actual closing time.

"**Weight**" means, in respect of each Basket Component, the percentage specified as the Weight of such Basket Component in the relevant Issue Terms, provided that if "Equal Weight" is specified, the Weight in respect of each Basket Component shall be a percentage equal to 1 divided by the total number of Basket Components.

"**Weighted Index Level**" means, in respect of each Basket Component, the Index Level of such Basket Component multiplied by its Weight.

"**Worst Performing Basket Component**" means, in respect of a Basket of Indices and any Basket Reference Date, the Basket Component with the lowest Index Performance in respect of the Reference Date relating to such Basket Reference Date, as determined by the Calculation Agent (provided that if two or more Basket Components have the same lowest Index Performance, the Calculation Agent shall determine which Basket Component shall be the Worst Performing Basket Component in its sole and absolute discretion, and such Basket Component shall be the Worst Performing Basket Component).

AC Chapter 2: Inflation Linked Asset Conditions

This chapter sets out additional terms and conditions that are only applicable to Inflation Linked Notes.

The following are the conditions (the "**Inflation Linked Asset Conditions**") that will apply to Inflation Linked Notes. These Inflation Linked Asset Conditions are subject to supplement or completion in accordance with the relevant Issue Terms and any applicable Payout Conditions. In the case of any inconsistency between these Inflation Linked Asset Conditions and the Base General Conditions, these Inflation Linked Asset Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Inflation Linked Asset Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Inflation Linked Asset Conditions or elsewhere in the Base Conditions applicable to the Inflation Linked Notes will have the meanings given to them in the relevant Issue Terms. References in these Inflation Linked Asset Conditions to "Inflation Linked Notes" are to the Inflation Linked Notes of one Series only, not to all Inflation Linked Notes that may be issued under the Programme.

2 Inflation Linked Notes

2.1 Inflation Index Delay and Disruption Event Provision

(a) Delay of Publication of an Inflation Index

If the Relevant Level of an Inflation Index for a Reference Month which is relevant to the calculation of a payment under the Inflation Linked Notes has not been published or announced by the day that is five Business Days prior to an Interest Payment Date (in the case of Inflation Linked Interest Notes) or the Maturity Date (in the case of Inflation Linked Redemption Notes) (each such date an "**Affected Payment Date**"), the Calculation Agent in consultation with the Bank shall determine a "**Substitute Inflation Index Level**" by using the following methodology:

(i) if applicable, the Calculation Agent will take the same action to determine the Substitute Inflation Index Level for the Affected Payment Date as that taken by the calculation agent pursuant to the terms and conditions of the Related Bond; or

(ii) if (i) does not result in a Substitute Inflation Index Level for the Affected Payment Date for any reason, then the Calculation Agent in consultation with the Bank shall determine the Substitute Inflation Index Level as follows:

Substitute Inflation Index Level = Base Level x (Latest Level/Reference Level)

Where:

"**Base Level**" means the level of the Inflation Index (excluding "flash estimates") published or announced by the Inflation Index Sponsor in respect of the month which is 12 calendar months prior to the month for which the Substitute Inflation Index Level is being determined.

"**Latest Level**" means the latest level of the Inflation Index (excluding "flash estimates") published or announced by the Inflation Index Sponsor prior to the month in respect of which the Substitute Inflation Index Level is being calculated.

"**Reference Level**" means the level of the Inflation Index (excluding "flash estimates") published or announced by the Inflation Index Sponsor in respect of the month that is 12 calendar months prior to the month referred to in "Latest Level" above.

If a Relevant Level is published or announced at any time after the day that is five Business Days prior to the next Interest Payment Date (in the case of Inflation Linked Interest Notes) or the Maturity Date (in the case of Inflation Linked Redemption Notes), such Relevant Level will

not be used in any calculations. The Substitute Inflation Index Level so determined pursuant to this section (a) will be the definitive level for the relevant Reference Month.

(b) Cessation of Publication

If a level for an Inflation Index has not been published or announced for two consecutive months or the Inflation Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index, then the Calculation Agent shall determine a "**Successor Inflation Index**" (in lieu of any previously applicable Inflation Index) for the purposes of the Inflation Linked Notes by using the following methodology:

(i) if at any time (other than after the designation by the Calculation Agent of a date for the early redemption of the Inflation Linked Notes pursuant to sub-section (v) below) a successor index has been designated by the calculation agent pursuant to the terms and conditions of the Related Bond, such successor Inflation Index shall be designated a "Successor Inflation Index" for the purposes of all subsequent Interest Payment Dates (in the case of Inflation Linked Interest Notes) or the Maturity Date (in the case of Inflation Linked Redemption Notes) in relation to the Inflation Linked Notes notwithstanding that any other Successor Index may previously have been determined under the other sub-sections of this section (b);

(ii) if: (1) a Successor Inflation Index has not been determined under sub-section (i) above; (2) there has been no designation of a date for the early redemption of the Inflation Linked Notes by the Calculation Agent pursuant to sub-section (v) below; (3) a notice has been given or an announcement has been made by the Inflation Index Sponsor, specifying that the Inflation Index will be superseded by a replacement Inflation Index specified by the Inflation Index Sponsor; and (4) the Calculation Agent determines that such replacement index is calculated using the same or substantially similar formula or method of calculation as used in the calculation of the previously applicable Inflation Index, then such replacement index shall be deemed to be the "Successor Inflation Index" for purposes of the Inflation Linked Notes from the date that such replacement Inflation Index comes into effect;

(iii) if a Successor Inflation Index has not been designated by the Calculation Agent under sub-section (i) or (ii) above (and there has been no designation of a date for the early redemption of the Inflation Linked Notes by the Calculation Agent pursuant to sub-section (v) below), the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Inflation Index should be. If at least four responses are received and, of those responses, three or more leading independent dealers state the same index, such index will be deemed the "Successor Inflation Index" for the purposes of the Inflation Linked Notes. If three responses are received, and two or more leading independent dealers state the same index, such index will be deemed the "Successor Inflation Index" for the purposes of the Inflation Linked Notes. If fewer than three responses are received, sub-section (iv) below shall apply;

(iv) if no Successor Inflation Index has been determined under sub-section (i), (ii) or (iii) above by the fifth Business Day prior to the Affected Payment Date, the Calculation Agent in consultation with the Bank will determine an appropriate alternative index for the Interest Payment Date (in the case of Inflation Linked Interest Notes) or the Maturity Date (in the case of Inflation Linked Redemption Notes) related to such Affected Payment Date, and such index will be deemed a "Successor Inflation Index"; or

(v) if the Calculation Agent determines that there is no appropriate alternative index, the Bank may, by notice to the Noteholders (copied to the Fiscal Agent), in accordance with Base General Condition 16 (*Notices*), redeem all but not some only of the Inflation Linked Notes at the Early Redemption Amount.

(c) Rebasing of Inflation Index

If the Calculation Agent determines that the Inflation Index has been or will be rebased at any time, the Inflation Index as so rebased (the "**Rebased Inflation Index**") will be used for purposes of determining the level of an Inflation Index from the date of such rebasing; provided, however, that the Calculation Agent shall make such adjustments as are made by the calculation agent pursuant to the terms and conditions of the Related Bond, if any, to the levels of the Rebased Inflation Index so that the Rebased Inflation Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. If there is no Related Bond, the Calculation Agent shall make adjustments to the past levels of the Rebased Inflation Index so that the Rebased Inflation Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. Any such rebasing shall not affect any prior payments made under the Inflation Linked Notes.

(d) Material Modification Prior to an Interest Payment Date or Maturity Date

If, on or prior to the day that is five Business Days before the next Interest Payment Date (in the case of Inflation Linked Interest Notes) or the Maturity Date (in the case of Inflation Linked Redemption Notes), the Inflation Index Sponsor announces that it will make a material change to the Inflation Index, the Calculation Agent shall make any such adjustments to the Inflation Index consistent with adjustments made to the Related Bond, or, if there is no Related Bond, only those adjustments necessary for the modified Inflation Index to continue as the Inflation Index.

(e) Manifest Error in Publication

If, within 30 days of publication but no later than the day that is five Business Days prior to the next Interest Payment Date (in the case of Inflation Linked Interest Notes) or the Maturity Date (in the case of Inflation Linked Redemption Notes), the Calculation Agent determines that the Inflation Index Sponsor has corrected the level of the Inflation Index to remedy a material error in its original publication, the Calculation Agent will notify the Bank and the Noteholders, in accordance with Base General Condition 16 (*Notices*), of (i) that correction and (ii) any amount that may be payable as a result of that correction, and take such other action as it may deem necessary to give effect to such correction.

2.2 Definitions

"**2008 ISDA Inflation Derivatives Definitions**" means the 2008 ISDA Inflation Derivatives Definitions, as published by the International Swaps and Derivatives Association, Inc., and in respect of the Notes, as amended and supplemented up to and including the Issue Date of the first Tranche of the Notes.

"**Fallback Bond**" means a bond selected by the Calculation Agent and issued by the government of the country to whose level of inflation the Inflation Index relates and which pays a coupon or redemption amount which is calculated by reference to the Inflation Index, with a maturity date (i) which falls on the same day as the Maturity Date, (ii) which is after but falling closest to the Maturity Date if there is no such bond maturing on the Maturity Date or (iii) which is before but falling closest to the Maturity Date if no bond defined in (i) or (ii) is selected by the Calculation Agent. If the Inflation Index relates to the level of inflation across the European Monetary Union, the Calculation Agent will select an inflation-linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays a coupon or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union. In each case, the Calculation Agent will select the Fallback Bond from those inflation-linked bonds issued on or before the Issue Date of the Inflation Linked Notes. If there is more than one 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).

"**Index Descriptions**" has the meaning given to it in the 2008 ISDA Inflation Derivatives Definitions.

"**Inflation Index**" means, subject to adjustment in accordance with this Asset Condition 2 (*Inflation Linked Asset Conditions*), the index specified as such in the relevant Issue Terms (whether using the Index Descriptions or otherwise) and related expressions shall be construed accordingly.

"**Inflation Index Sponsor**" means the Inflation Index sponsor specified for such Inflation Index in the relevant Issue Terms and any successor Inflation Index sponsor of such Inflation Index.

"**Reference Month**" means each month specified in the relevant Issue Terms, or, if none, the calendar month for which the level of the Inflation Index was reported, regardless of when this information is published or announced. If the period for which the Inflation Index level was reported is a period other than a month, the Reference Month is the period for which the Inflation Index level was reported.

"**Related Bond**" means the bond specified as such in the relevant Issue Terms or, if Related Bond is specified in the relevant Issue Terms to be not applicable, the Fallback Bond shall be deemed to be the Related Bond. If a bond is specified to be the Related Bond in the relevant Issue Terms and such bond redeems or matures during the term of the Inflation Linked Notes, the Fallback Bond shall be deemed to be the Related Bond.

"**Relevant Level**" means, in respect of an Inflation Index and a Reference Month, the level of such Inflation Index in respect of such Reference Month as published by the Inflation Index Sponsor.

AC Chapter 3: Currency Linked Asset Conditions

This chapter sets out additional terms and conditions that are only applicable to Currency Linked Notes.

The following are the conditions (the "**Currency Linked Asset Conditions**") that will apply to Currency Linked Notes. These Currency Linked Asset Conditions are subject to supplement or completion in accordance with the relevant Issue Terms and any applicable Payout Conditions. In the case of any inconsistency between these Currency Linked Asset Conditions and the Base General Conditions, these Currency Linked Asset Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Currency Linked Asset Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Currency Linked Asset Conditions or elsewhere in the Base Conditions applicable to the Notes will have the meanings given to them in the relevant Issue Terms. References in these Currency Linked Asset Conditions to "Currency Linked Notes" or "Notes" are to the Currency Linked Notes or Notes of one Series only, not to all Currency Linked Notes or Notes that may be issued under the Programme.

3 Currency Linked Notes

3.1 Maturity Date Extension

If the Notes are Currency Linked Redemption Notes and if "Maturity Date Extension" is specified in the relevant Issue Terms as being applicable, the Maturity Date shall be the later of:

(a) the date specified as the Maturity Date in the relevant Issue Terms (the "**Scheduled Maturity Date**"); and

(b) the day falling the Number of Extension Business Days after the Reference Date, Basket Reference Date, final Averaging Reference Date or final Basket Averaging Reference Date, as the case may be, in respect of which the Final Redemption Amount is determined.

If the relevant Maturity Date is postponed pursuant to this Asset Condition 3.1 (i) the Final Redemption Amount will be due on the relevant date as so postponed without any interest or other sum payable in respect of the postponement of the payment of such Final Redemption Amount; (ii) the Bank (or the Calculation Agent on its behalf) shall notify the Fiscal Agent or CMU Fiscal Agent of such postponement not less than three Business Days prior to the Scheduled Maturity Date and of the postponed Maturity Date not less than three Business Days prior to such postponed Maturity Date; and (iii) the Fiscal Agent or CMU Fiscal Agent shall notify Euroclear, Clearstream, Luxembourg and/or the CMU Service (as applicable) not less than two Business Days prior to the Scheduled Maturity Date and not less than two Business Days prior to such postponed Maturity Date.

3.2 Payment Date Extension

If the Notes are (a) Currency Linked Interest Notes and "Payment Date Extension" is specified in the relevant Issue Terms as being applicable and/or (b) Currency Linked Autocall Notes and "Autocall Payment Date Extension" is specified in the relevant Issue Terms as being applicable, each Interest Payment Date shall be the later of:

(i) the date specified as such Interest Payment Date in the relevant Issue Terms (the "**Scheduled Payment Date**");

(ii) if the Notes are Currency Linked Interest Notes and "Payment Date Extension" is specified in the relevant Issue Terms as being applicable, the day falling the Number of Extension Business Days after the Reference Date, Basket Reference Date, final Averaging Reference Date or final

Basket Averaging Reference Date, as the case may be, in respect of which the Rate of Interest is determined for such Interest Payment Date; and

(iii) if the Notes are Currency Linked Autocall Notes and "Autocall Payment Date Extension" is specified in the relevant Issue Terms as being applicable, the day falling five Business Days after the last Autocall Barrier Observation Date in respect of the relevant Interest Period.

If any amount is payable on an Interest Payment Date in respect of a Currency Linked Interest Note or Currency Linked Autocall Note and such Interest Payment Date is postponed pursuant to this Asset Condition 3.2, (A) such amount will be due on the Interest Payment Date as so postponed without any interest or other sum payable in respect of the postponement of the payment of such amount; (B) the Bank (or the Calculation Agent on its behalf) shall notify the Fiscal Agent or CMU Fiscal Agent of such postponement not less than three Business Days prior to the relevant Interest Payment Date and of the relevant postponed Interest Payment Date not less than three Business Days prior to such postponed Interest Payment Date; and (C) the Fiscal Agent or CMU Fiscal Agent shall notify Euroclear, Clearstream, Luxembourg and/or the CMU Service (as applicable) not less than two Business Days prior to the relevant Interest Payment Date and not less than two Business Days prior to such postponed Interest Payment Date.

3.3 FX Basket Level

Where the Currency Linked Notes relate to a Basket of FX Rates, the Calculation Agent shall calculate the level of the Basket of FX Rates (the "**FX Basket Level**") in respect of each Basket Reference Date as follows:

(a) if "Weighted Average" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Basket Averaging Reference Dates in respect of such Basket Reference Date, the Aggregate Weighted FX Rate in respect of such Basket Reference Date; or

(ii) there are Basket Averaging Reference Dates in respect of such Basket Reference Date, the arithmetic mean of the Aggregate Weighted FX Rates in respect of each such Basket Averaging Reference Date; or

(b) if "Best-Of" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Basket Averaging Reference Dates in respect of such Basket Reference Date, the FX Rate of the Best Performing Basket Component as at the Reference Time on the relevant Reference Date; or

(ii) there are Basket Averaging Reference Dates in respect of such Basket Reference Date, the arithmetic mean of the FX Rates of the Best Performing Basket Component as at the Reference Time on each of the relevant Averaging Reference Dates; or

(c) if "Worst-Of" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Basket Averaging Reference Dates in respect of such Basket Reference Date, the FX Rate of the Worst Performing Basket Component as at the Reference Time on the relevant Reference Date; or

(ii) there are Basket Averaging Reference Dates in respect of such Basket Reference Date, the arithmetic mean of the FX Rates of the Worst Performing Basket Component as at the Reference Time on each of the relevant Averaging Reference Dates.

3.4 Currency Adjustment Provisions

(a) Corrections to Published and Displayed Rates

For purposes of determining an FX Rate for any Reference Date or Averaging Reference Date, as the case may be:

(i) In any case where an FX Rate is based on information obtained from the Reuter Monitor Money Rates Service, or any other financial information service, such FX Rate will be subject to the corrections, if any, to that information subsequently displayed by that source within one hour of the time when such rate is first displayed by such source, unless the Calculation Agent determines in its sole and absolute discretion that it is not practicable to take into account such correction.

(ii) Notwithstanding paragraph (i) above, in any case where an FX Rate is based on information published or announced by any Governmental Authority in a relevant country, such FX Rate will be subject to the corrections, if any, to that information subsequently published or announced by that source, unless the Calculation Agent determines in its sole and absolute discretion that it is not practicable to take into account such correction, including, but not limited to, in relation to any calculations or determinations connected with the redemption of or interest payable in relation to any Notes.

In the event that the Calculation Agent identifies any correction referred to in paragraph (i) or (ii) above (and in the case of a correction in respect of an FX Rate published as set out in paragraph (ii) above, within 5 days of such correction), if applicable, the Bank may (but shall not be obliged to) take such action as it considers necessary or appropriate to pay to Noteholders or to recover from Noteholders (in either case, if an amount has already been paid based on a subsequently corrected price) as a result of such correction. Notwithstanding the foregoing, under no circumstances shall the Bank be obliged to recover any moneys from any relevant Clearing System. The Calculation Agent will only identify that a correction to an FX Rate has been made under this Asset Condition 3.4(a) (*Corrections to Published and Displayed Rates*) and shall have no liability to any person for so doing or for any action that the bank determines necessary or appropriate as a result of such correction.

(b) Successor Currency

Where the relevant Issue Terms specify that "Successor Currency" is applicable in respect of an FX Rate, then:

(i) the Reference Currency and Base Currency in respect of such FX Rate will be deemed to include any lawful successor currency to such Reference Currency or Base Currency, as the case may be (the "**Successor Currency**");

(ii) if the Calculation Agent determines that, on or after the Issue Date but on or before any relevant date under the Notes on which an amount may be payable, a country has lawfully eliminated, converted, redenominated or exchanged its currency in effect on the Issue Date which is the Reference Currency or Base Currency of an FX Rate, as the case may be (the "**Original Currency**") for a Successor Currency, then, for the purposes of calculating any amounts of the Original Currency or effecting settlement thereof, any Original Currency amounts will be converted to the Successor Currency by multiplying the amount of Original Currency by a ratio of Successor Currency to Original Currency, which ratio will be calculated on the basis of the exchange rate set forth by the relevant country of the Original Currency for converting the Original Currency into the Successor Currency on the date on which the elimination, conversion, redenomination or exchange took place, as determined by the Calculation Agent. If there is more than one such date, the date closest to such relevant date will be selected (or such other date as may be selected by the Calculation Agent in its sole and absolute discretion);

(iii) notwithstanding paragraph (ii) above but subject to paragraph (iv) below, the Calculation Agent may (to the extent permitted by the applicable law), in its sole and absolute discretion, select such other exchange rate or other basis for the conversion of an amount of the Original Currency to the Successor Currency and will make such adjustment(s) that it determines to be appropriate, if any, to any variable, calculation methodology, valuation, settlement, payment terms or any other terms in respect of the Notes to account for such elimination, conversion, redenomination or exchange of the Reference Currency or Base Currency, as the case may be; and

(iv) notwithstanding the foregoing provisions, with respect to any Reference Currency or Base Currency that is substituted or replaced by the Euro, the consequences of such substitution or replacement will be determined in accordance with applicable law.

(c) Rebasing of Notes

If the relevant Issue Terms specify that "Rebasing" is applicable in respect of an FX Rate, then, if on or prior to any Reference Date or Averaging Reference Date, the Calculation Agent is unable to obtain a value for an FX Rate (because the Reference Currency and/or Base Currency ceases to exist, or for any other reason other than a temporary disruption, as determined by the Calculation Agent in consultation with the Bank), the Calculation Agent may rebase the Notes against another foreign exchange rate determined by the Calculation Agent, in its sole and absolute discretion, to be a comparable foreign exchange rate. If the Calculation Agent determines in consultation with the Bank that there is not such a comparable foreign exchange rate, the Bank may elect to redeem the Notes by notice to Noteholders on the date specified in the notice at the Early Redemption Amount.

3.5 Averaging

In the case where it becomes impossible to obtain any FX Rate on an Averaging Reference Date (or, if different, the day on which rates for that Averaging Reference Date would, in the ordinary course, be published or announced by the relevant price source), such Averaging Reference Date will be deemed not to be a relevant Averaging Reference Date for the purposes of determining the relevant Final Redemption Amount. If, through operation of this provision, there would not be any Averaging Reference Date with respect to the relevant Final Redemption Amount, the provisions of Asset Condition 3.6(a)-(b) (*FX Disruption Provisions*) will apply for the purposes of determining the relevant FX Rate on the last date that would have been an Averaging Reference Date but for this provision, as if such date was an Averaging Reference Date on which an FX Disruption Event had occurred.

3.6 FX Disruption Provisions

(a) Consequences of Disrupted Days

(i) Single FX Rate

Subject to Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*) and Asset Condition 3.5 (*Averaging*), where the Notes relate to a single FX Rate, and if the Calculation Agent determines that any Reference Date or Averaging Reference Date, as the case may be, in respect of such FX Rate is a Disrupted Day, the Calculation Agent shall determine the FX Rate in respect of such Reference Date or Averaging Reference Date, as the case may be, in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate. If "Unscheduled Holiday" is specified in the relevant Issue Terms to be applicable, the references to "Reference Date" and "Averaging Reference Date" in the foregoing sentence shall be deemed to mean the Reference Date or Averaging Reference Date as postponed in accordance with Asset Condition 3.7(a) (*Unscheduled Holiday*) below.

(ii) Basket of FX Rates

Subject to Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*) and Asset Condition 3.5 (*Averaging*), where the Notes relate to a Basket of FX Rates, and if the Calculation Agent determines that any Reference Date or Averaging Reference Date, as the case may be, in respect of one or more of such FX Rates is a Disrupted Day, then:

(A) for each FX Rate for which the Calculation Agent determines that such Reference Date or Averaging Reference Date, as the case may be, is not a Disrupted Day, the FX Rate will be determined on such Reference Date or Averaging Reference Date, as the case may be; and

(B) for each FX Rate for which the Calculation Agent determines that such Reference Date or Averaging Reference Date, as the case may be, is a Disrupted Day, the Calculation Agent shall determine such FX Rate in respect of such Reference Date or Averaging Reference Date, as the case may be, in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate. If "Unscheduled Holiday" is specified in the relevant Issue Terms to be applicable, the references to "Reference Date" and "Averaging Reference Date" in the foregoing sentence shall be deemed to mean the Reference Date or Averaging Reference Date as postponed in accordance with Asset Condition 3.7(a) (*Unscheduled Holiday*) below.

The relevant Issue Terms may provide that one or more FX Disruption Fallbacks may apply to any FX Rate and that such applicable FX Disruption Fallbacks may apply concurrently or sequentially, in such manner as specified in the relevant Issue Terms.

(b) FX Disruption Fallbacks

(i) Calculation Agent Determination

"**Calculation Agent Determination**" means, in respect of an FX Rate which is affected by the occurrence of a Disrupted Day, that the Calculation Agent will determine such FX Rate (or a method for determining such FX Rate) in respect of such Disrupted Day, taking into consideration all available information that in good faith it deems relevant.

(ii) Fallback Reference Price

"**Fallback Reference Price**" means, in respect of an FX Rate which is affected by the occurrence of a Disrupted Day, that the Calculation Agent will determine such FX Rate in respect of such Disrupted Day pursuant to the first of the alternate Settlement Rate Options or FX Price Sources, if any, specified as a Fallback Reference Price in the relevant Issue Terms.

(iii) Currency-Reference Dealers

"**Currency-Reference Dealers**" means, in respect of an FX Rate which is affected by the occurrence of a Disrupted Day, that the Calculation Agent will request each of at least four leading dealers, banks or banking corporations which deal in the relevant exchange market (as selected by the Calculation Agent) to provide a quotation of its rate at which it will buy one unit of the Base Currency in units of the Reference Currency at the applicable Reference Time on such Disrupted Day. If, for any such rate, at least two quotations are provided, the relevant rate will be the arithmetic mean of the quotations. If fewer than two quotations are provided for any such rate, the relevant rate will be the arithmetic mean of the relevant rates quoted by major banks in the relevant market, selected by the Calculation Agent at or around the applicable Reference Time on such Disrupted Day.

(iv) Other Published Sources

"**Other Published Sources**" means, in respect of an FX Rate which is affected by the occurrence of a Disrupted Day, that the Calculation Agent will determine such FX Rate in

respect of such Disrupted Day on the basis of the exchange rate for one unit of the Base Currency in terms of the Reference Currency published by available recognised financial information vendors (as selected by the Calculation Agent) other than the applicable FX Price Source, at or around the applicable Reference Time on such Disrupted Day.

(v) Postponement

"**Postponement**" means, in respect of an FX Rate, that if the Calculation Agent determines that any Scheduled Reference Date or Scheduled Averaging Reference Date is a Disrupted Day for such FX Rate, then, the Reference Date or Averaging Reference Date, as the case may be, shall be the first succeeding FX Business Day that is not a Disrupted Day, unless the Calculation Agent determines that each of the consecutive FX Business Days equal in number to the Maximum Days of Postponement (as specified in the relevant Issue Terms) immediately following such Scheduled Reference Date or Scheduled Averaging Reference Date, as the case may be, is a Disrupted Day. In that case:

(A) that last consecutive FX Business Day shall be deemed to be the Reference Date or the Averaging Reference Date, as the case may be (notwithstanding the fact that such day may be a Disrupted Day); and

(B) the next FX Disruption Fallback specified in the relevant Issue Terms in respect of such FX Rate shall apply.

(vi) Yen Calculation Agent Determination

"**Yen Calculation Agent Determination**" means, where the Reference Currency is Yen, the Calculation Agent shall determine the FX Rate by requesting each of the FX Reference Banks, to provide a quotation for the FX Rate. If five or four such quotations are provided as requested, after disregarding the highest of such quotations and the lowest of such quotations (provided that, if two or more such quotations are the highest such quotations, then only one of such quotations shall be disregarded, and if two or more such quotations are the lowest quotations then only one of such lowest quotations shall be disregarded), the applicable rate shall be determined by the Calculation Agent as the arithmetic mean (rounded to the nearest five decimal places, with 0.000005 being rounded upwards) of the remaining such quotations for such rate. If only three or two quotations are so provided, then the FX Rate shall be the arithmetic mean (rounded to the nearest five decimal places, with 0.000005 being rounded upwards) of such quotations. If only one quotation is available, in that event, the Calculation Agent may determine that such quotation shall be the FX Rate, alternatively, the Calculation Agent can determine that the single quotation is not suitable. If the single quotation is not suitable or no such quotation is available or if the Calculation Agent determines in its sole discretion that no suitable FX Reference Bank which is prepared to quote is available, the Calculation Agent will determine the FX Rate in its sole discretion, acting in good faith and in a commercially reasonable manner.

(vii) Cross Rate Fallback

"**Cross Rate Fallback**" means, in respect of an FX Rate in respect of which FX Price Source Determination is specified to be applicable but Cross Rate is not specified to be applicable, that the Calculation Agent will determine such FX Rate as if Cross Rate had been specified to be applicable and the Crossing Currency were the Fallback Crossing Currency.

(c) FX Administrator/Benchmark Event Date

If an FX Administrator/Benchmark Event Date occurs:

(1) the FX Disruption Fallbacks specified in the relevant Issue Terms with respect to FX Administrator/Benchmark Event will apply, or if none are specified, the "FX Disruption Fallbacks in respect of FX Rate" specified in the relevant Issue Terms shall be deemed to apply in accordance with Asset Condition 3.6(a) (*Consequences of Disrupted Days*) and the definition of FX Disruption Fallback, provided that if the FX Benchmark is not the FX Rate then:

(i) references to the "FX Rate" in the applicable FX Disruption Fallbacks and related definitions and provisions of these Asset Conditions shall be deemed to be references to the "FX Benchmark";

(ii) references to "alternate Settlement Rate Options" or "FX Price Sources" shall be deemed to be references to the "Alternative FX Benchmark"; and

(iii) references to "Disrupted Day" shall be deemed to be references to "FX Administrator/Benchmark Event Date".

(2) if it (i) is or would be unlawful at any time under any applicable law or regulation or (ii) would contravene any applicable licensing requirements, for the Bank or the Calculation Agent to perform the actions prescribed in Asset Condition 3.6(a) (*Consequences of Disrupted Days*) and an applicable FX Disruption Fallback (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time), the next applicable FX Disruption Fallback will apply; and

(3) if the Benchmark Rate Determination Agent determines that the last applicable FX Disruption Fallback does not or would not provide an FX Benchmark (including due to the applicability of paragraph (2) above in relation to the last applicable FX Disruption Fallback), then the Bank shall give notice to Noteholders as soon as practicable in accordance with Base General Condition 16 (*Notices*) and the Bank shall redeem all, but not some only, of the Notes on the date specified in such notice at the Early Redemption Amount (as described in Base General Condition 7(b) (*Early Redemption*)).

(4) If, in respect of a Series, there is more than one FX Benchmark, then the foregoing provisions of this Asset Condition 3.6(c) shall apply separately to each such FX Benchmark.

(5) The Benchmark Rate Determination Agent shall not have any duty to monitor, enquire or satisfy itself as to whether any FX Administrator/Benchmark Event has occurred. If the Noteholders provide the Benchmark Rate Determination Agent with details of the circumstances which could constitute an FX Administrator/Benchmark Event, the Benchmark Rate Determination Agent will consider such notice, but will not be obliged to determine that an FX Administrator/Benchmark Event has occurred solely as a result of receipt of such notice.

(d) Change to an FX Benchmark

If the definition, methodology or formula for an FX Benchmark, or other means of calculating the FX Benchmark, is changed or modified (irrespective of the materiality of any such change or changes), then, unless otherwise specified in the relevant Issue Terms, references to that FX Benchmark shall be to the FX Benchmark as changed and modified and Noteholders or Couponholders will not be entitled to any form of compensation as a result of such change or modification.

3.7 EM Currency Provisions

(a) Unscheduled Holiday

If "Unscheduled Holiday" is specified to be applicable in the relevant Issue Terms in respect of an FX Rate, if the Calculation Agent determines that a Scheduled Reference Date or Scheduled Averaging Reference Date, as the case may be, is an Unscheduled Holiday in respect of an FX Rate, then the Reference Date or Averaging Reference Date, as the case may be, in respect of such FX Rate shall be

the first succeeding FX Business Day which is not an Unscheduled Holiday, unless the Calculation Agent determines that such first FX Business Day has not occurred on or before the Maximum Days of Unscheduled Holiday Postponement immediately following such Scheduled Reference Date or Scheduled Averaging Reference Date. In that case:

(i) the next day after that period that would be an FX Business Day but for an Unscheduled Holiday shall be deemed to be the Reference Date or the Averaging Reference Date, as the case may be (such day, the "**Adjusted Scheduled Reference Date**" or the "**Adjusted Scheduled Averaging Reference Date**", as applicable); and

(ii) the Calculation Agent shall determine the FX Rate in respect of such Adjusted Scheduled Reference Date or Adjusted Scheduled Averaging Reference Date, as the case may be, in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate.

(b) Additional FX Disruption Fallbacks

In addition to the FX Disruption Fallbacks set out in Asset Condition 3.6(b) (*FX Disruption Fallbacks*) above, the relevant Issue Terms may also specify any of the following additional FX Disruption Fallbacks to apply in respect of an FX Rate:

(i) EM Valuation Postponement

"**EM Valuation Postponement**" means, in respect of an FX Rate (which term shall include, where the relevant Issue Terms provides that the prior applicable FX Disruption Fallback is "Fallback Reference Price", the FX Rate determined using the applicable Fallback Reference Price), that if the Calculation Agent determines that any Scheduled Reference Date, Scheduled Averaging Reference Date, Adjusted Scheduled Reference Date or Adjusted Scheduled Averaging Reference Date, as the case may be, is a Disrupted Day in respect of such FX Rate, then the Reference Date or Averaging Reference Date, as the case may be, shall be the first succeeding FX Business Day which is not a Disrupted Day, unless the Calculation Agent determines that no such FX Business Day has occurred on or before the Maximum Days of EM Valuation Postponement immediately following such Scheduled Reference Date, Scheduled Averaging Reference Date, Adjusted Scheduled Reference Date or Adjusted Scheduled Averaging Reference Date, as the case may be. In that case:

(A) the next FX Business Day after the EM Valuation Longstop Date shall be deemed to be the Reference Date or the Averaging Reference Date, as the case may be (notwithstanding the fact that such day may be a Disrupted Day); and

(B) the next FX Disruption Fallback specified in the relevant Issue Terms in respect of such FX Rate shall apply.

(ii) EM Valuation Fallback Postponement

"**EM Valuation Fallback Postponement**" means, in respect of an FX Rate (which term shall include, where the relevant Issue Terms provides that the prior applicable FX Disruption Fallback is "Fallback Reference Price", the FX Rate determined using the applicable Fallback Reference Price), that if the Calculation Agent determines that the FX Rate (as determined by reference to the applicable Fallback Reference Price) is not available (a) on the first FX Business Day following the end of the Maximum Days of EM Valuation Postponement (where an FX Disruption Event has occurred or exists in respect of the FX Rate throughout the Maximum Days of EM Valuation Postponement) or (b) on the Adjusted Scheduled Reference Date or Adjusted Scheduled Averaging Reference Date, as the case may be, then the Reference Date or Averaging Reference Date, as the case may be, shall be the first succeeding FX Business Day which is not a Disrupted Day, unless the Calculation Agent determines that no

such FX Business Day has occurred on or before the Maximum Days of EM Valuation Fallback Postponement immediately following such first FX Business Day following the end of the Maximum Days of EM Valuation Postponement or the Adjusted Scheduled Reference Date or the Adjusted Scheduled Averaging Reference Date, as the case may be. In that case:

(A) the next FX Business Day after the EM Valuation Fallback Longstop Date shall be deemed to be the Reference Date or the Averaging Reference Date, as the case may be (notwithstanding the fact that such day may be a Disrupted Day); and

(B) the next FX Disruption Fallback specified in the relevant Issue Terms in respect of such FX Rate shall apply.

(c) Cumulative Events

If "Cumulative Events" is specified to be applicable in the relevant Issue Terms in respect of an FX Rate (which term shall include, where the relevant Issue Terms provides that the prior applicable FX Disruption Fallback is "Fallback Reference Price", the FX Rate determined using the applicable Fallback Reference Price), then the total number of consecutive calendar days during which such Reference Date or Averaging Reference Date, as the case may be, is deferred due to (i) an Unscheduled Holiday, (ii) an EM Valuation Postponement or (iii) an EM Valuation Fallback Postponement (or any combination of (i), (ii) and (iii)), shall not exceed the Maximum Days of Cumulative Postponement in the aggregate.

Accordingly, if by the operation of the above paragraph, a Reference Date or Averaging Reference Date, as the case may be, is postponed by the number of calendar days equal to the Maximum Days of Cumulative Postponement, then such Reference Date or Averaging Reference Date, as the case may be, shall be the Cumulative Longstop Date. If such Cumulative Postponement Longstop Date is a Disrupted Day or an Unscheduled Holiday, then the Calculation Agent shall determine the FX Rate in respect of such Cumulative Postponement Longstop Date in accordance with the next applicable FX Disruption Fallback.

3.8 Barrier Events

(a) Coupon Barrier Event

A "**Coupon Barrier Event**" shall be deemed to occur if the Calculation Agent determines that the FX Rate or the FX Basket Level as of any Coupon Barrier Observation Time on any Coupon Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Coupon Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than or equal to"), as the case may be, the Coupon Barrier on such Coupon Barrier Observation Date.

(b) Redemption Barrier Event

A "**Redemption Barrier Event**" shall be deemed to occur if the Calculation Agent determines that the FX Rate or FX Basket Level as of any Redemption Barrier Observation Time on any Redemption Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Redemption Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Redemption Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Redemption Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Redemption Barrier Event – Greater than or equal to"), as the case may be, the Redemption Barrier on such Redemption Barrier Observation Date.

(c) Coupon Lock-in Event

A "**Coupon Lock-in Event**" shall be deemed to occur if the Calculation Agent determines that the FX Rate or FX Basket Level as of any Coupon Barrier Observation Time on any Coupon Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Coupon Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than or equal to"), as the case may be, the Coupon Lock-in Barrier on such Coupon Barrier Observation Date.

(d) Autocall Barrier Event

An "**Autocall Barrier Event**" shall be deemed to occur in respect of a FX Rate or Basket of FX Rates if the Calculation Agent determines that the FX Rate or FX Basket Level, as the case may be, as of any Autocall Barrier Observation Time on any Autocall Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Autocall Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Autocall Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Autocall Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Autocall Barrier Event – Greater than or equal to"), as the case may be, the corresponding Autocall Barrier on such Autocall Barrier Observation Date.

3.9 Look-Back

If "**Look-Back Provisions**" is specified to be applicable in the relevant Issue Terms, the Calculation Agent shall determine the FX Rate or FX Basket Level (as the case may be) as at the Look-Back Observation Time on each Look-Back Observation Date, and the Initial FX Rate or Initial FX Basket Level (as the case may be) shall be:

(a) if "Look-Back – Lowest" is specified to be applicable in the relevant Issue Terms, the lowest FX Rate or FX Basket Level (as the case may be) so determined, subject to a minimum equal to the Look-Back Floor and a maximum equal to the Look-Back Cap; or

(b) if "Look-Back – Highest" is specified to be applicable in the relevant Issue Terms, the highest FX Rate or FX Basket Level (as the case may be) so determined, subject to a minimum equal to the Look-Back Floor and a maximum equal to the Look-Back Cap.

3.10 Definitions

"**1998 ISDA FX Definitions**" means the 1998 ISDA FX and Currency Option Definitions, as published by the International Swaps and Derivatives Association, Inc., and in respect of the Notes, as amended and supplemented up to and including the Issue Date of the first Tranche of the Notes.

"**Alternative FX Benchmark**" in respect of an FX Benchmark, the first of the indices, benchmarks, rates or other price sources specified as such in the relevant Issue Terms as (a) a Fallback Reference Price for the purposes of an FX Administrator/Benchmark Event or (b) otherwise, a Fallback Reference Price for the purposes of a Price Source Disruption, in each case, that is not subject to an FX Disruption Event and an FX Administrator/Benchmark Event.

"**Autocall Barrier**" means, in respect of each FX Rate or Basket of FX Rates (as the case may be) and any Autocall Barrier Period specified under the heading "Autocall Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial FX Rate or Initial FX Basket Level) specified under the heading "Autocall Barrier" in such table adjacent to the relevant Autocall Barrier Period.

"**Autocall Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Autocall Barrier Observation Period,

subject in each case to any adjustment pursuant to Asset Condition 3.6 (*FX Disruption Provisions*) or pursuant to the definition of "Observation Date" in this Asset Condition 3.10 (*Definitions*).

"**Autocall Barrier Observation Period**" means the period specified as such in the relevant Issue Terms.

"**Autocall Barrier Observation Time**" means:

(i) the time(s) specified as such in the relevant Issue Terms; or

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of an FX Rate, all times in each Autocall Barrier Observation Date at which such FX Rate can be observed.

"**Autocall Barrier Period**" means each period specified as such in the relevant Issue Terms.

"**Adjusted Scheduled Averaging Reference Date**" has the meaning given to it in Asset Condition (c) (*EM Currency Provisions*).

"**Adjusted Scheduled Reference Date**" has the meaning given to it in Asset Condition (c) (*EM Currency Provisions*).

"**Aggregate Weighted FX Rate**" means, in respect of a Basket Reference Date or Basket Averaging Reference Date, the sum of the Weighted FX Rates of all the Basket Components in respect of such Basket Reference Date or Basket Averaging Reference Date, where the Weighted FX Rate of each Basket Component is determined as at the Reference Time on the relevant Reference Date or Averaging Reference Date (as the case may be) in respect of such Basket Component.

"**Averaging Date**" means, in respect of each FX Rate, each date specified as such in the relevant Issue Terms, or, if such day is not an FX Business Day, the immediately following FX Business Day in respect of such FX Rate, provided that, if any such date (following any adjustment (if applicable) pursuant to the paragraph above) is a Disrupted Day, the Averaging Date shall be determined in accordance with the provisions of Asset Condition 3.6 (*FX Disruption Provisions*).

"**Averaging Reference Date**" means each Initial Averaging Date and Averaging Date.

"**Base Currency**" means, in respect of an FX Rate, the Currency (if any) specified as such in the relevant Issue Terms.

"**Base-Crossing Currency FX Rate**" means either:

(i) if "ISDA Determination" is specified to be applicable in the relevant Issue Terms in respect of the Base-Crossing Currency FX Rate, the Spot Rate or Settlement Rate (as applicable) that would be determined by the Calculation Agent under an FX Transaction governed by an ISDA Master Agreement which incorporates the 1998 ISDA FX Definitions and under which:

   (a) the Settlement Rate Option is as specified in the relevant Issue Terms; and

   (b) the Rate Calculation Date is the applicable Reference Date or Averaging Reference Date; or

(ii) if "FX Price Source Determination" is specified to be applicable in the relevant Issue Terms in respect of the Base-Crossing Currency FX Rate, the exchange rate of the Base Currency into the Crossing Currency (and, if the relevant Issue Terms specify a Number of FX Settlement Days, for settlement in a number of FX Settlement Days equal to the Number of FX Settlement Days), which appears on the FX Price Source at approximately the applicable Base-Crossing Currency Valuation Time on the relevant Reference Date or Averaging Reference Date, provided that if the exchange rate which appears on the FX Price Source is the exchange rate for the conversion of the Crossing Currency into the Base Currency, the Base-Crossing Currency FX Rate shall be the reciprocal number (rounded, if "Reciprocal Rounding" is

specified in the relevant Issue Terms to be applicable in respect of the Base-Crossing Currency FX Rate, to the Number of Reciprocal Rounding Places, with half of the relevant unit being rounded upwards) of such exchange rate.

"**Base-Crossing Currency Valuation Time**" means in respect of a Base-Crossing Currency FX Rate, the time specified as such in the relevant Issue Terms or, if no time is specified as such, the Reference Time.

"**Basket**" means a basket comprising the Basket Components specified in the relevant Issue Terms in the Weights specified for each Basket Component in the relevant Issue Terms.

"**Basket Averaging Date**" means, in respect of each Scheduled Averaging Date relating to a Basket of FX Rates:

(i) if such Scheduled Averaging Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Averaging Date; or

(ii) if such Scheduled Averaging Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Averaging Dates determined in accordance with the provisions of Asset Condition 3.4 (*Currency Adjustment Provisions*) in respect of such Scheduled Averaging Date.

"**Basket Averaging Reference Date**" means each Basket Averaging Date and Basket Initial Averaging Date.

"**Basket Component**" means, in respect of a Basket, each of the FX Rates comprising such Basket.

"**Basket Initial Averaging Date**" means, in respect of the Scheduled Initial Averaging Date relating to a Basket of FX Rates:

(i) if the Scheduled Initial Averaging Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Initial Averaging Date; or

(ii) if the Scheduled Initial Averaging Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Initial Averaging Dates determined in accordance with the provisions of Asset Condition 3.6 (*FX Disruption Provisions*) in respect of the Scheduled Initial Averaging Date.

"**Basket Initial Setting Date**" means, in respect of the Scheduled Initial Setting Date relating to a Basket of FX Rates:

(i) if the Scheduled Initial Setting Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Initial Setting Date; or

(ii) if the Scheduled Initial Setting Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Initial Setting Dates determined in accordance with the provisions of Asset Condition 3.6 (*FX Disruption Provisions*) in respect of the Scheduled Initial Setting Date.

"**Basket Observation Date**" means, in respect of each Scheduled Observation Date relating to a Basket of FX Rates:

(i) if such Scheduled Observation Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Observation Date; or

(ii) if such Scheduled Observation Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Observation Dates determined in accordance with the provisions of Asset Condition 3.6 (*FX Disruption Provisions*) in respect of such Scheduled Observation Date.

"**Basket Reference Date**" means each Basket Initial Setting Date, Basket Observation Date and Basket Valuation Date.

"**Basket Valuation Date**" means, in respect of each Scheduled Valuation Date relating to a Basket of FX Rates:

(i) if such Scheduled Valuation Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Valuation Date; or

(ii) if such Scheduled Valuation Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Valuation Dates determined in accordance with the provisions of Asset Condition 3.6 (*FX Disruption Provisions*) in respect of such Scheduled Valuation Date.

"**Benchmark Obligation**" means the benchmark obligation (if any) specified in the relevant Issue Terms in respect of a Reference Currency.

"**Best Performing Basket Component**" means, in respect of a Basket of FX Rates and any Basket Reference Date, the Basket Component with the highest FX Rate Performance in respect of the Reference Date relating to such Basket Reference Date, as determined by the Calculation Agent (provided that if two or more Basket Components have the same highest FX Rate Performance, the Calculation Agent shall determine which Basket Component shall be the Best Performing Basket Component in its sole and absolute discretion, and such Basket Component shall be the Best Performing Basket Component).

"**Calculation Agent Determination**" has the meaning given to it in Asset Condition 3.6(b) (*FX Disruption Provisions*).

"**Coupon Barrier**" means, in respect of each FX Rate or the Basket of FX Rates (as the case may be) and any Coupon Barrier Period specified under the heading "Coupon Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial FX Rate or Initial FX Basket Level) specified under the heading "Coupon Barrier" in such table adjacent to the relevant Coupon Barrier Period.

"**Coupon Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Coupon Barrier Observation Period, subject in each case to any adjustment pursuant to Asset Condition 3.6 (*FX Disruption Provisions*) or pursuant to the definition of "Observation Date" in this Asset Condition 3.10 (*Definitions*).

"**Coupon Barrier Observation Period**" means the period specified as such in the relevant Issue Terms.

"**Coupon Barrier Observation Time**" means:

(i) the time(s) specified as such in the relevant Issue Terms; or

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of an FX Rate, all times in each Coupon Barrier Observation Date at which such FX Rate can be observed.

"**Coupon Barrier Period**" means each period specified as such in the relevant Issue Terms.

"**Coupon Lock-in Barrier**" means, in respect of each FX Rate or Basket of FX Rates (as the case may be) and any Coupon Barrier Period specified under the heading "Coupon Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial FX Rate or Initial FX Basket Level) specified under the heading "Coupon Lock-in Barrier" in such table adjacent to the relevant Coupon Barrier Period.

"**Crossing-Reference Currency FX Rate**" means either:

(i) if "ISDA Determination" is specified to be applicable in the relevant Issue Terms in respect of the Crossing-Reference Currency FX Rate, the Spot Rate or Settlement Rate (as applicable) that

would be determined by the Calculation Agent under an FX Transaction governed by an ISDA Master Agreement which incorporates the 1998 ISDA FX Definitions and under which:

(a) the Settlement Rate Option is as specified in the relevant Issue Terms; and

(b) the Rate Calculation Date is the applicable Reference Date or Averaging Reference Date; or

(ii) if "FX Price Source Determination" is specified to be applicable in the relevant Issue Terms in respect of the Crossing-Reference Currency FX Rate, the exchange rate of the Crossing Currency into the Reference Currency (and, if the relevant Issue Terms specify a Number of FX Settlement Days, for settlement in a number of FX Settlement Days equal to the Number of FX Settlement Days), which appears on the FX Price Source at approximately the applicable Crossing-Reference Currency Valuation Time on the relevant Reference Date or Averaging Reference Date, provided that if the exchange rate which appears on the FX Price Source is the exchange rate for the conversion of the Reference Currency into the Crossing Currency, the Crossing-Reference Currency FX Rate shall be the reciprocal number (rounded, if "Reciprocal Rounding" is specified in the relevant Issue Terms to be applicable in respect of the Crossing-Reference Currency FX Rate, to the Number of Reciprocal Rounding Places, with half of the relevant unit being rounded upwards) of such exchange rate.

"**Crossing-Reference Currency Valuation Time**" means in respect of a Crossing-Reference Currency FX Rate, the time specified as such in the relevant Issue Terms or, if no time is specified as such, the Reference Time.

"**Crossing Currency**" means the currency specified as such in the relevant Issue Terms or, if no currency is so specified, U.S. Dollars.

"**Cumulative Events**" has the meaning given to it in Asset Condition (c) (*EM Currency Provisions*).

"**Cumulative Longstop Date**" means, in respect of any postponement by a number of days equal to the Maximum Days of Cumulative Postponement, the last day of such postponement.

"**Currency**" has the meaning given to it in the 1998 ISDA FX Definitions.

"**Currency-Reference Dealers**" has the meaning given to it in Asset Condition 3.6 (*FX Disruption Provisions*).

"**Disrupted Day**" means any day on which an FX Disruption Event occurs.

"**EM Valuation Fallback Longstop Date**" means, in respect of any postponement by a number of days equal to the Maximum Days of EM Valuation Fallback Postponement, the last day of such postponement.

"**EM Valuation Fallback Postponement**" has the meaning given to it in Asset Condition (c)(b)(ii) (*EM Currency Provisions*).

"**EM Valuation Longstop Date**" means, in respect of any postponement by a number of days equal to the Maximum Days of EM Valuation Postponement, the last day of such postponement.

"**EM Valuation Postponement**" means the event described in Asset Condition (c)(b)(i) (*EM Currency Provisions: EM Valuation Postponement*) above.

"**Fallback Crossing Currency**" means the currency specified as such in the relevant Issue Terms or, if no currency is so specified, U.S. Dollars.

"**Fallback Reference Price**" has the meaning given to it in Asset Condition 3.6 (*FX Disruption Provisions*).

"**FX Administrator/Benchmark Event**" means, for a Series of Notes and an FX Benchmark, any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the FX Benchmark or the administrator or sponsor of the FX Benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that the Bank or the Calculation Agent is not, or will not be, permitted under any applicable law or regulation to use the FX Benchmark to perform its or their respective obligations under the Notes.

"**FX Administrator/Benchmark Event Date**" means, for a Series of Notes and an FX Administrator/Benchmark Event, the date on which the authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is:

(i) required under any applicable law or regulation; or

(ii) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that the FX Benchmark is not permitted to be used under the Notes following rejection, refusal, suspension or withdrawal,

or, in each case, if such date occurs before the Trade Date, the Trade Date.

"**FX Basket Level**" has the meaning given to it in Asset Condition 3.3 (*FX Basket Level*).

"**FX Benchmark**" means in respect of a Series of Currency Linked Notes, to the extent applicable, any FX Rate, FX Price Source, Spot Rate, Settlement Rate, Settlement Rate Option, Allocation Barrier, Initial FX Rate, Coupon Barrier, Coupon Lock-in Barrier, Look-Back Cap, Look-Back Floor, Redemption Barrier, Lower Barrier, Upper Barrier, Alternative Currency FX Rate, Crossing-Alternative Currency FX Rate, Scheduled-Crossing Currency FX Rate (or, if applicable, the index, benchmark or other price source that is referred to in the FX Rate, FX Price Source, Spot Rate, Settlement Rate, Settlement Rate Option, Allocation Barrier, Initial FX Rate, Coupon Barrier, Coupon Lock-in Barrier, Look-Back Cap, Look-Back Floor, Redemption Barrier, Lower Barrier, Upper Barrier, Alternative Currency FX Rate, Crossing-Alternative Currency FX Rate, Scheduled-Crossing Currency FX Rate) and which is a measure constituting an index (or a combination of indices) under any law or regulation applicable to the Currency Linked Notes. To the extent that a Fallback Reference Price or an Alternative FX Benchmark is used, it shall be an "FX Benchmark" from the day on which it is used.

"**FX Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits in accordance with the market practice of the foreign exchange market), or but for the occurrence of an FX Disruption Event would have settled payments and been open for general business, in each of the Principal Financial Centres in respect of each FX Rate.

"**FX Disruption Event**" means the occurrence or existence, as determined by the Calculation Agent, of any of the following events, if specified as applicable in the relevant Issue Terms:

(i) "**Benchmark Obligation Default**", which means, with respect to any Benchmark Obligation, the occurrence of an event of default or other similar condition or event (however described), including, but not limited to:

(a) the failure of timely payment in full of any principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of such Benchmark Obligation;

(b) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of such Benchmark Obligation; or

(c) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of such Benchmark Obligation without the consent of all holders of such Benchmark Obligation.

The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of the relevant entity to issue or enter into such Benchmark Obligation;

(ii) "**Price Materiality**", which means the Primary Rate differs from the Secondary Rate by at least the Price Materiality Percentage;

(iii) "**Currency Replacement**", which means a relevant currency ceases to exist and is replaced by a new currency in a relevant jurisdiction;

(iv) "**Dual Exchange Rate**", which means a relevant FX Rate splits into dual or multiple currency exchange rates;

(v) "**Governmental Authority Event**", which means a Governmental Authority of a relevant jurisdiction has given public notice of its intention to impose any controls which are likely to materially affect the Bank's ability to hedge its obligations with respect to the Currency Linked Notes or to unwind any such hedge;

(vi) "**Illiquidity**", which means it is or becomes or is likely to become impossible or impracticable for the Bank to obtain any currency or obtain or use an FX Rate in an appropriate amount;

(vii) "**Inconvertibility**", which means the occurrence of any event that makes it or is likely to make it impossible and/or impracticable for the Bank to convert one relevant currency into another through customary legal channels (including, without limitation, any event that has the direct or indirect effect of hindering, limiting or restricting convertibility by way of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on repatriation of one currency into another currency);

(viii) "**Non-Transferability**", which means the occurrence of any event in or affecting any relevant jurisdiction that makes it or is likely to make it impossible and/or impracticable for the Bank to deliver any relevant currency into a relevant account; and/or

(ix) "**Price Source Disruption**", which means it becomes impossible or impracticable to obtain an FX Rate on or in respect of a Reference Date (or, if different, the day on which rates for that Reference Date would, in the ordinary course, be published or announced by the relevant price source).

"**FX Disruption Fallback**" means, in respect of an FX Rate, Calculation Agent Determination, Fallback Reference Price, Currency-Reference Dealers, Other Published Sources, Postponement, Yen Calculation Agent Determination, Cross Rate Fallback, EM Valuation Postponement and EM Valuation Fallback Postponement. The applicable FX Disruption Fallback in respect of an FX Rate shall be as specified in the relevant Issue Terms, and if two or more FX Disruption Fallbacks are specified, unless otherwise provided in the relevant Issue Terms, such FX Disruption Fallbacks shall apply in the order in which they are specified, such that if the Calculation Agent determines that the FX Rate cannot be determined by applying one FX Disruption Fallback, then the next FX Disruption Fallback specified shall apply.

"**FX Price Source**" means, in respect of an FX Rate or a Base-Crossing Currency FX Rate or a Crossing-Reference Currency FX Rate, the price source(s) (if any) specified as such in the relevant Issue Terms for such FX Rate or, if no FX Administrator/Benchmark Event Date has occurred and the relevant rate is not published or announced by such FX Price Source at the relevant time, the successor

or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

"**FX Rate**" means subject to Asset Condition 3.6 (*FX Disruption Provisions*), either:

(i) if "Cross Rate" is not specified to be applicable in the relevant Issue Terms in respect of such FX Rate:

(a) if "ISDA Determination" is specified to be applicable in the relevant Issue Terms in respect of such FX Rate, the Spot Rate or Settlement Rate (as applicable) that would be determined by the Calculation Agent under an FX Transaction governed by an ISDA Master Agreement which incorporates the 1998 ISDA FX Definitions and under which:

(I) the Settlement Rate Option is as specified in the relevant Issue Terms; and

(II) the Rate Calculation Date is the applicable Reference Date or Averaging Reference Date; or

(b) if "FX Price Source Determination" is specified to be applicable in the relevant Issue Terms in respect of the FX Rate, the exchange rate of the Base Currency into the Reference Currency (and, if the relevant Issue Terms specify a Number of FX Settlement Days, for settlement in a number of FX Settlement Days equal to the Number of FX Settlement Days), which appears on the FX Price Source at approximately the applicable Reference Time on the relevant Reference Date or Averaging Reference Date, provided that if the exchange rate which appears on the FX Price Source is the exchange rate for the conversion of the Reference Currency into the Base Currency, the FX Rate shall be the reciprocal number (rounded, if "Reciprocal Rounding" is specified in the relevant Issue Terms to be applicable in respect of the FX Rate, to the Number of Reciprocal Rounding Places, with half of the relevant unit being rounded upwards) of such exchange rate; or

(ii) if "Cross Rate" is specified in the relevant Issue Terms to be applicable, in respect of such FX Rate, the rate (rounded, if "Cross Rate Rounding" is specified in the relevant Issue Terms to be applicable in respect of the FX Rate, to the Number of Cross Rate Rounding Places, with half of the relevant unit being rounded upwards) that would be achieved by converting an amount in the Base Currency into the Crossing Currency using the Base-Crossing Currency FX Rate and then converting the resultant amount from the Crossing Currency into the Reference Currency using the Crossing-Reference Currency FX Rate.

For the purposes of these Currency Linked Asset Conditions, "FX Transaction", "Rate Calculation Date", "Settlement Rate", "Settlement Rate Option" and "Spot Rate" have the meanings given to them in the 1998 ISDA FX Definitions.

"**FX Rate Performance**" means in respect of an FX Rate and any Reference Date:

(i) if there are no Averaging Reference Dates in respect of such Reference Date, an amount (expressed as a percentage) determined by the Calculation Agent as being equal to (a) such FX Rate at the Reference Time on such Reference Date, divided by (b) the Initial FX Rate; or

(ii) if there are Averaging Reference Dates in respect of such Reference Date, an amount (expressed as a percentage) determined by the Calculation Agent as being equal to (a) the arithmetic mean of such FX Rates at the Reference Time on each such Averaging Reference Date, divided by (b) the Initial FX Rate.

"**FX Reference Banks**" means (i) the institutions specified as such in the relevant Issue Terms; or (ii) if any of the institutions specified as such in the relevant Issue Terms have ceased to exist or quote relevant rates or prices, whether because of merger or otherwise, those institutions specified that

continue to exist and quote relevant rates and prices together with such additional number of institutions selected by the Calculation Agent, as is required to increase the number of existing and quoting institutions to the number of institutions originally specified; (iii) if institutions are not specified in the relevant Issue Terms, five leading institutions in the relevant currency and foreign exchange markets selected by the Calculation Agent.

"**FX Settlement Business Centre**" means any additional financial centre relevant for the purposes of determining FX Settlement Days, as specified in the relevant Issue Terms.

"**FX Settlement Days**" means a day on which commercial banks and foreign exchange markets settle payments in London and each FX Settlement Business Centre specified in the relevant Issue Terms.

"**Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a relevant jurisdiction.

"**Initial Averaging Date**" means each date specified as such in the relevant Issue Terms or, if any such date is not an FX Business Day, the immediately following FX Business Day, provided that, if any such date (following any adjustment (if applicable) pursuant to the paragraph above) is a Disrupted Day, the Initial Averaging Date shall be determined in accordance with the provisions of Asset Condition 3.6 (*FX Disruption Provisions*).

"**Initial FX Basket Level**" means:

(i) where "Look-Back" is not specified to apply, the FX Basket Level in respect of the Basket Initial Setting Date determined in accordance with Asset Condition 3.3 (*FX Basket Level*); or

(ii) where "Look-Back" is specified to apply, the FX Basket Level determined in accordance with the provisions of Asset Condition 3.9 (*Look-Back*).

"**Initial FX Rate**" means:

(i) where "Look-Back" is not specified to apply:

  (a) where the relevant Issue Terms specify that there are no Initial Averaging Dates in respect of the Initial Setting Date, the FX Rate at the Valuation Time on the Initial Setting Date; or

  (b) where the relevant Issue Terms specify that there are Initial Averaging Dates in respect of the Initial Setting Date, the arithmetic mean of the FX Rates at the Valuation Time on each such Initial Averaging Date; or

(ii) where "Look-Back" is specified to apply, the FX Rate determined in accordance with the provisions of Asset Condition 3.9 (*Look-Back*).

"**Initial Setting Date**" means the date specified as such in the relevant Issue Terms or, if any such date is not an FX Business Day, the immediately following FX Business Day, provided that, if any such date (following any adjustment (if applicable) pursuant to the paragraph above) is a Disrupted Day, the Initial Setting Date shall be determined in accordance with the provisions of Asset Condition 3.6 (*FX Disruption Provisions*).

"**Look-Back Cap**" means the price, rate, level, percentage or other value (if any) specified as such in the relevant Issue Terms.

"**Look-Back Floor**" means the price, rate, level, percentage or other value (if any) specified as such in the relevant Issue Terms.

"**Look-Back Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Look-Back Observation Period, subject in each case to any adjustment pursuant to Asset Condition 3.6 (*FX Disruption Provisions*) or pursuant to the definition of "Observation Date" in this Asset Condition 3.10 (*Definitions*).

"**Look-Back Observation Period**" means each period specified as such in the relevant Issue Terms.

"**Look-Back Observation Time**" means:

(i) the time(s) specified as such in the relevant Issue Terms; or

(ii) if the time is specified as "**Intraday**" in the relevant Issue Terms, in respect of an FX Rate, all times in each Look-Back Observation Date at which such FX Rate can be observed.

"**Maximum Days of Cumulative Postponement**" means the number of days specified as such in the relevant Issue Terms.

"**Maximum Days of EM Valuation Fallback Postponement**" means the number of days specified as such in the relevant Issue Terms.

"**Maximum Days of EM Valuation Postponement**" means the number of days specified as such in the relevant Issue Terms.

"**Maximum Days of Unscheduled Holiday Postponement**" means the number of calendar days specified as such in the relevant Issue Terms.

"**Number of Extension Business Days**" means, if "Maturity Date Extension" or "Payment Date Extension" is specified to be applicable in the relevant Issue Terms, the number of Business Days specified in the relevant Issue Terms, or, if none is specified:

(i) in respect of a Maturity Date Extension, the number of Business Days that the relevant Scheduled Maturity Date falls after the Scheduled Reference Date or Scheduled Averaging Reference Date, as the case may be, falling immediately prior to the relevant Scheduled Maturity Date; or

(ii) in respect of a Payment Date Extension, the number of Business Days that the Scheduled Payment Date falls after the Scheduled Reference Date or the Scheduled Averaging Reference Date, as the case may be, falling immediately prior to the Scheduled Payment Date.

"**Number of Cross Rate Rounding Places**" means the number specified as such in the relevant Issue Terms.

"**Number of FX Settlement Days**" means, in respect of each Reference Currency, such number or amount as is specified in the relevant Issue Terms.

"**Number of Reciprocal Rounding Places**" means the number specified as such in the relevant Issue Terms.

"**Observation Date**" means, in respect of each FX Rate:

(i) each Coupon Barrier Observation Date;

(ii) each Redemption Barrier Observation Date;

(iii) each Look-Back Observation Date;

(iv) each Autocall Barrier Observation Date; and

(v) any other date specified as such in the relevant Issue Terms,

provided that, if any such date is not an FX Business Day, the Observation Date shall be the immediately following FX Business Day in respect of such FX Rate,

provided further that, if any such date (following any adjustment (if applicable) pursuant to the paragraph above) is a Disrupted Day, the Observation Date shall be determined in accordance with the provisions of Asset Condition 3.6 (*FX Disruption Provisions*).

"**Other Published Sources**" has the meaning given to it in Asset Condition 3.6 (*FX Disruption Provisions*).

"**Postponement**" has the meaning given to it in Asset Condition 3.6 (*FX Disruption Provisions*).

"**Price Materiality Percentage**" means the percentage specified as such in the relevant Issue Terms.

"**Primary Rate**" means, in respect of each Reference Currency, the FX Rate specified as such in the relevant Issue Terms.

"**Principal Financial Centre**" has the meaning given to it in Asset Condition 3.11 (*Principal Financial Centres*).

"**Redemption Barrier**" means, in respect of each FX Rate or the Basket of FX Rates (as the case may be) and any Redemption Barrier Period specified under the heading "Redemption Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial FX Rate or Initial FX Basket Level) specified under the heading "Redemption Barrier" in such table adjacent to the relevant Redemption Barrier Period.

"**Redemption Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Redemption Barrier Observation Period, subject in each case to any adjustment pursuant to Asset Condition 3.6 (*FX Disruption Provisions*) or pursuant to the definition of "Observation Date" in this Asset Condition 3.10 (*Definitions*).

"**Redemption Barrier Observation Period**" means each period specified as such in the relevant Issue Terms.

"**Redemption Barrier Observation Time**" means:

(i) the time(s) specified as such in the relevant Issue Terms; or

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of an FX Rate, all times in each Redemption Barrier Observation Date at which such FX Rate can be observed.

"**Redemption Barrier Period**" means each period specified as such in the relevant Issue Terms.

"**Reference Currency**" means, in respect of an FX Rate, the Currency specified as such in the relevant Issue Terms.

"**Reference Date**" means, in respect of an FX Rate, each Initial Setting Date, Observation Date or Valuation Date, subject to adjustment in accordance with this Asset Condition 3 (*Currency Linked Notes*).

"**Reference Time**" means:

(i) in respect of any Valuation Date, Initial Setting Date, Averaging Date or Initial Averaging Date, the Valuation Time;

(ii) in respect of any Coupon Barrier Observation Date, the Coupon Barrier Observation Time;

(iii) in respect of any Redemption Barrier Observation Date, the Redemption Barrier Observation Time;

(iv) in respect of any Autocall Barrier Observation Date, the Autocall Barrier Observation Time; and

(v) in respect of any Look-Back Observation Date, the Look-Back Observation Time.

"**Scheduled Averaging Date**" means an original date (following any adjustment (if applicable) pursuant to the definition of "Averaging Date") that, but for such day being a Disrupted Day, would have been an Averaging Date.

"**Scheduled Averaging Reference Date**" means each Scheduled Averaging Date or Scheduled Initial Averaging Date.

"**Scheduled Initial Averaging Date**" means an original date (following any adjustment (if applicable) pursuant to the definition of "Initial Averaging Date") that, but for such day being a Disrupted Day, would have been an Initial Averaging Date.

"**Scheduled Initial Setting Date**" means an original date (following any adjustment (if applicable) pursuant to the definition of "Initial Setting Date") that, but for such day being a Disrupted Day, would have been an Initial Setting Date.

"**Scheduled Observation Date**" means an original date (following any adjustment (if applicable) pursuant to the definition of "Observation Date") that, but for such day being a Disrupted Day, would have been an Observation Date.

"**Scheduled Reference Date**" means each Scheduled Initial Setting Date, Scheduled Observation Date or Scheduled Valuation Date.

"**Scheduled Valuation Date**" means an original date (following any adjustment (if applicable) pursuant to the definition of "Valuation Date") that, but for such day being a Disrupted Day, would have been a Valuation Date.

"**Secondary Rate**" means, in respect of each Reference Currency, the FX Rate specified as such in the relevant Issue Terms.

"**Unscheduled Holiday**" means, in respect of a day, that such day is not an FX Business Day and the market was not aware of such fact (by means of a public announcement or reference to other publicly available information) until a time later than 9.00 a.m. local time in the relevant Principal Financial Centre two FX Business Days prior to such day.

"**Unscheduled Holiday Longstop Date**" means, in respect of any postponement by a number of calendar days equal to the Maximum Days of Unscheduled Holiday Postponement, the last day of such postponement.

"**Valuation Date**" means, in respect of each FX Rate, each date specified as such or otherwise determined as provided in the relevant Issue Terms, or, if such date is not an FX Business Day, the immediately following FX Business Day in respect of such FX Rate, provided that, if any such date (following any adjustment (if applicable) pursuant to the paragraph above) is a Disrupted Day, the Valuation Date shall be determined in accordance with the provisions of Asset Condition 3.6 (*FX Disruption Provisions*).

"**Valuation Time**" means, in respect of an FX Rate, the time specified as such in the relevant Issue Terms or, if no time is specified as such, the time selected by the Calculation Agent.

"**Weight**" means, in respect of each Basket Component comprising a Basket, the percentage specified as the Weight of such Basket Component in the relevant Issue Terms, provided that if "Equal Weight" is specified, the Weight in respect of each Basket Component shall be a percentage equal to 1 divided by the total number of Basket Components.

"**Weighted FX Rate**" means, in respect of each FX Rate, such FX Rate multiplied by its Weight.

"**Worst Performing Basket Component**" means, in respect of a Basket of FX Rates and any Basket Reference Date, the Basket Component with the lowest FX Rate Performance in respect of the Reference Date relating to such Basket Reference Date, as determined by the Calculation Agent (provided that if two or more Basket Components have the same lowest FX Rate Performance on such day, the Calculation Agent shall determine which Basket Component shall be the Worst Performing Basket Component in its sole and absolute discretion, and such Basket Component shall be the Worst Performing Basket Component).

"**Yen Calculation Agent Determination**" has the meaning given to it in Asset Condition 3.6 (*FX Disruption Provisions*).

3.11 Principal Financial Centres

The "**Principal Financial Centre**" in respect of each Currency is the financial centre or centres specified as such in the relevant Issue Terms, or if none is specified, the financial centre or centres indicated below with respect to such Currency:

Currency	Principal Financial Centre(s)
Algerian Dinar	Algiers
Angolan Kwanza	Luanda
Argentine Peso	Buenos Aires
Australian Dollar	Sydney and Melbourne
Brazilian Real	Brasilia, Rio de Janeiro or São Paulo
Bulgarian Lev	Sofia
Canadian Dollar	Toronto
Chilean Peso	Santiago
Chinese Renminbi	Beijing
Colombian Peso	Bogota
Croatian Kuna	Zagreb
Czech Koruna	Prague
Danish Krone	Copenhagen
Ecuadorian Sucre	Guayaquil
Egyptian Pound	Cairo
Ghanaian Cedi	Accra
Hong Kong Dollar	Hong Kong
Hungarian Forint	Budapest
Indian Rupee	Mumbai
Indonesian Rupiah	Jakarta and Singapore
Israeli Shekel	Tel Aviv
Kazakhstan Tenge	Almaty
Kenyan Shilling	Nairobi
Korean Won	Seoul
Kuwaiti Dinar	Kuwait City
Latvian Lats	Riga
Lebanese Pound	Beirut

Currency	Principal Financial Centre(s)
Lithuanian Litas	Vilnius
Malaysian Ringgit	Kuala Lumpur and Singapore
Mexican Peso	Mexico City
Moroccan Dirham	Rabat
New Zealand Dollar	Wellington and Auckland
Nigerian Naira	Lagos
Norwegian Krone	Oslo
Pakistani Rupee	Karachi
Peruvian Sol	Lima
Philippine Peso	Manila
Polish Zloty	Warsaw
Romanian Leu	Bucharest
Russian Ruble	Moscow
Saudi Arabian Riyal	Riyadh
Singapore Dollar	Singapore
South African Rand	Johannesburg
Sri Lankan Rupee	Colombo
Sterling	London
Swedish Krona	Stockholm
Swiss Franc	Zurich
Taiwanese Dollar	Taipei
Thai Baht	Bangkok and Singapore
Tunisian Dinar	Tunis
Turkish Lira	Ankara
Ukrainian Hryvnia	Kiev
U.S. Dollar	New York
Venezuelan Bolivar	Caracas
Vietnamese Dong	Hanoi and Singapore
Yen	Tokyo
Zambian Kwacha	Lusaka

AC Chapter 4: Commodity Linked Asset Conditions

This chapter sets out additional terms and conditions that are only applicable to Commodity Linked Notes.

The following are the conditions (the "**Commodity Linked Asset Conditions**") that will apply to Commodity Linked Notes. These Commodity Linked Asset Conditions are subject to supplement or completion in accordance with the relevant Issue Terms and any applicable Payout Conditions. In the case of any inconsistency between these Commodity Linked Asset Conditions and the Base General Conditions, these Commodity Linked Asset Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Commodity Linked Asset Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Commodity Linked Asset Conditions or elsewhere in the Base Conditions applicable to the Notes will have the meanings given to them in the relevant Issue Terms. References in these Commodity Linked Asset Conditions to "Commodity Linked Notes" or "Notes" are to the Commodity Linked Notes or Notes of one Series only, not to all Commodity Linked Notes or Notes that may be issued under the Programme.

4 Commodity Linked Notes

4.1 Maturity Date Extension

If the Notes are Commodity Linked Redemption Notes and if "Maturity Date Extension" is specified in the relevant Issue Terms as being applicable, the Maturity Date shall be the later of:

(a) the date specified as the Maturity Date in the relevant Issue Terms (the "**Scheduled Maturity Date**"); and

(b) the day falling the Number of Extension Business Days after the Reference Date, Basket Reference Date, final Averaging Reference Date or final Basket Averaging Reference Date, as the case may be, in respect of which the Final Redemption Amount is determined.

If the relevant Maturity Date is postponed pursuant to this Asset Condition 4.1 (i) the Final Redemption Amount will be due on the relevant date as so postponed without any interest or other sum payable in respect of the postponement of the payment of such Final Redemption Amount; (ii) the Bank (or the Calculation Agent on its behalf) shall notify the Fiscal Agent or CMU Fiscal Agent of such postponement not less than three Business Days prior to the Scheduled Maturity Date and of the postponed Maturity Date not less than three Business Days prior to such postponed Maturity Date; and (iii) the Fiscal Agent or CMU Fiscal Agent shall notify Euroclear, Clearstream, Luxembourg and/or the CMU Service (as applicable) not less than two Business Days prior to the Scheduled Maturity Date and not less than two Business Days prior to such postponed Maturity Date.

4.2 Payment Date Extension

If the Notes are (a) Commodity Linked Interest Notes and "Payment Date Extension" is specified in the relevant Issue Terms as being applicable and/or (b) Commodity Linked Autocall Notes and "Autocall Payment Date Extension" is specified in the relevant Issue Terms as being applicable, each Interest Payment Date shall be the later of:

(i) the date specified as such Interest Payment Date in the relevant Issue Terms (the "**Scheduled Payment Date**");

(ii) if the Notes are Commodity Linked Interest Notes and "Payment Date Extension" is specified in the relevant Issue Terms as being applicable, the day falling the Number of Extension Business Days after the Reference Date, Basket Reference Date, final Averaging Reference

Date or final Basket Averaging Reference Date, as the case may be, in respect of which the Rate of Interest is determined for such Interest Payment Date; and

(iii) if the Notes are Commodity Linked Autocall Notes and "Autocall Payment Date Extension" is specified in the relevant Issue Terms as being applicable, the day falling five Business Days after the last Autocall Barrier Observation Date in respect of the relevant Interest Period.

If any amount is payable on an Interest Payment Date in respect of a Commodity Linked Interest Note or Commodity Linked Autocall Note and such Interest Payment Date is postponed pursuant to this Asset Condition 4.2, (A) such amount will be due on the Interest Payment Date as so postponed without any interest or other sum payable in respect of the postponement of the payment of such amount; (B) the Bank (or the Calculation Agent on its behalf) shall notify the Fiscal Agent or CMU Fiscal Agent of such postponement not less than three Business Days prior to the relevant Interest Payment Date and of the relevant postponed Interest Payment Date not less than three Business Days prior to such postponed Interest Payment Date; and (C) the Fiscal Agent or CMU Fiscal Agent shall notify Euroclear, Clearstream, Luxembourg and/or the CMU Service (as applicable) not less than two Business Days prior to the relevant Interest Payment Date and not less than two Business Days prior to such postponed Interest Payment Date.

4.3 Commodity Basket Level

Where the Commodity Linked Notes relate to a Basket of Commodities, the Calculation Agent shall calculate the level of the Basket of Commodities (the "**Commodity Basket Level**") in respect of each Basket Reference Date as follows:

(a) if "Weighted Average" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Basket Averaging Reference Dates in respect of such Basket Reference Date, the Aggregate Weighted Relevant Commodity Price in respect of such Basket Reference Date; or

(ii) there are Basket Averaging Reference Dates in respect of such Basket Reference Date, the arithmetic mean of the Aggregate Weighted Relevant Commodity Prices in respect of each such Basket Averaging Reference Date; or

(b) if "Best-Of" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Basket Averaging Reference Dates in respect of such Basket Reference Date, the Relevant Commodity Price of the Best Performing Basket Component as at the Reference Time on the relevant Reference Date; or

(ii) there are Basket Averaging Reference Dates in respect of such Basket Reference Date, the arithmetic mean of the Relevant Commodity Prices of the Best Performing Basket Component as at the Reference Time on each of the relevant Averaging Reference Dates; or

(c) if "Worst-Of" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Basket Averaging Reference Dates in respect of such Basket Reference Date, the Relevant Commodity Price of the Worst Performing Basket Component as at the Reference Time on the relevant Reference Date; or

(ii) there are Basket Averaging Reference Dates in respect of such Basket Reference Date, the arithmetic mean of the Relevant Commodity Prices of the Worst Performing Basket Component as at the Reference Time on each of the relevant Averaging Reference Dates.

4.4 Commodity Adjustment Provisions

(a) Common Pricing

With respect to Notes relating to a Basket of Commodities, if "Common Pricing" is specified to be applicable in the relevant Issue Terms, then no date will be a Reference Date or Averaging Reference Date, as the case may be, unless such date is a day on which all referenced Commodity Reference Prices (for which such date would otherwise be a Reference Date or Averaging Reference Date, as the case may be) are scheduled to be published or announced.

(b) Correction to Published Prices

For purposes of determining or calculating the Relevant Commodity Price for any day, if "Correction of Commodity Prices" is specified to be applicable in the relevant Issue Terms and the price published or announced on a given day and used or to be used by the Calculation Agent to determine the Relevant Commodity Price in respect of that day is subsequently corrected and the correction (the "**Corrected Relevant Commodity Price**") is published or announced by the person responsible for that publication or announcement prior to the relevant Correction Cut-Off Date, the Calculation Agent, in its sole discretion, shall determine what, if any, adjustments to make to the Relevant Commodity Price for that day, using such corrected price. For the avoidance of doubt, any Corrected Relevant Commodity Price published on or after the relevant Correction Cut-Off Date shall be disregarded.

The Calculation Agent shall notify the Bank of any such correction, the revised Relevant Commodity Price and, if any amount (the "**Actual Amount**") has been paid to Noteholders on the basis of the original Relevant Commodity Price, the amount that should have been paid to the Noteholders on the basis of the corrected Relevant Commodity Price (the "**Adjusted Amount**"). Upon being notified of the Adjusted Amount, the Bank may (but shall not be obliged to) take such action as it considers necessary or appropriate to either pay additional amounts (if the Adjusted Amount is greater than the Actual Amount) or recover amounts (if the Adjusted Amount is less than the Actual Amount) from the person to whom the Actual Amounts were paid. Notwithstanding the foregoing, under no circumstances shall the Bank be obliged to recover any moneys from any relevant Clearing System. The Calculation Agent shall not be obliged to make any determination under this Asset Condition 4.4(b) (*Correction to Published Prices*) and shall have no liability to any person for any determination made or not made under this Asset Condition 4.4(b) (*Correction to Published Prices*).

Notwithstanding the foregoing, where the Calculation Agent, in its sole discretion, determines that the price published or announced on a given day and used or to be used by it to determine the Relevant Commodity Price in respect of that day is expected to be subsequently corrected, then the Calculation Agent may, in its sole discretion, delay the determination or calculation of the Relevant Commodity Price in respect of such day and instead notify the Bank of the expected correction. If the Calculation Agent notifies the Bank of an expected correction to a Relevant Commodity Price, the Bank shall not make any payments until the Calculation Agent determines or calculates the correct Relevant Commodity Price and the day on which such payments are due shall be delayed to the same extent as was the determination or calculation of the correct Relevant Commodity Price. No additional amounts shall be payable as a result of any such delay.

(c) Adjustments to Commodity Index

With respect to a Commodity Index:

(1) If the Commodity Index is permanently cancelled or the Commodity Reference Price for a Commodity Index is not calculated and announced by the Commodity Index Sponsor of such Commodity Index or any of its affiliates but (A) is calculated and announced by a successor commodity index sponsor (the "**Successor Commodity Index Sponsor**") acceptable to the Calculation Agent, or (B) replaced by a successor index (the "**Successor Index**") using, in the

determination of the Calculation Agent in consultation with the Bank, the same or a substantially similar formula for and method of calculation as used in the calculation of the Relevant Commodity Price, then such Relevant Commodity Price will be deemed to be the price so calculated and announced by that Successor Commodity Index Sponsor or that Successor Index, as the case may be.

(2) If the Benchmark Rate Determination Agent determines that (A) the Commodity Index Sponsor makes a material change in the formula for or the method of calculating the Relevant Commodity Price or in any other way materially modifies such Commodity Index (other than a modification prescribed in that formula or method to maintain the Relevant Commodity Price in the event of changes in constituent commodities, futures contracts and weightings and other routine events) (a "**Commodity Index Modification**"), or (B) the Commodity Index Sponsor permanently cancels the Commodity Index and no Successor Index or Successor Commodity Index Sponsor exists (a "**Commodity Index Cancellation**") or (C) the Commodity Index Sponsor fails to calculate and announce the Commodity Index for a continuous period of three Commodity Business Days and the Calculation Agent determines that there is no Successor Commodity Index Sponsor or Successor Index and no Commodity Index Cancellation or Commodity Administrator/Benchmark Event Date has occurred or (D) a Commodity Administrator/Benchmark Event occurs (such events (A), (B), (C) and (D) to be collectively referred to as "**Index Adjustment Events**"), then the following provisions of this Asset Condition 4.4(c) (*Adjustments to Commodity Index*) shall apply.

(3) If the Benchmark Rate Determination Agent determines in respect of a Series and a Commodity Index that, on or prior to any Reference Date or other relevant date, a Commodity Index Cancellation or a Commodity Administrator/Benchmark Event Date has occurred in respect of such Commodity Index it shall notify the Bank or Calculation Agent (as applicable) and

(A) If the Issue Terms specify an Alternative Pre-nominated Commodity Index in respect of such Commodity Index then:

(1) the Benchmark Rate Determination Agent shall attempt to determine a Commodity Index Adjustment Payment;

(2) if the Benchmark Rate Determination Agent determines a Commodity Index Adjustment Payment:

(a) the terms of the Notes shall, without the consent of the Noteholders or Couponholders, be amended so that references to the Commodity Index are replaced by references to the Alternative Pre-nominated Commodity Index; and

(b) the Bank shall, without the consent of the Noteholders or Couponholders, adjust the Conditions to take into account the Commodity Index Adjustment Payment as follows:

(i) if the Commodity Index Adjustment Payment is an amount that the Bank is required to pay in respect of each Note, adjust the Conditions to provide for the payment of the Commodity Index Adjustment Payment on the immediately succeeding Interest Payment Date or if there is no such immediately succeeding Interest Payment Date, on the Maturity Date or any date on which any amount may be due and payable, as relevant;

(ii) if the Commodity Index Adjustment Payment is an amount that the Noteholder would (but for this Asset Condition

4.4(c)(3)(A)(2)(b)(ii)) be required to pay to the Bank in respect of each Note, adjust the Conditions to provide for the reduction of the amounts due by the Bank in respect of each Note until the aggregate amount of such reductions is equal to the Commodity Index Adjustment Payment; and

(iii) shall make such other adjustments ("**Replacement Commodity Index Amendments**") to the Conditions as it determines necessary or appropriate in order to account for the effect of the replacement of the Commodity Index with the Alternative Pre-nominated Commodity Index.

(c) the Bank shall deliver a notice to the Noteholders as soon as practicable in accordance with the Base General Condition 16 (*Notices*) specifying the Commodity Index Adjustment Payment and the specific terms of any Replacement Commodity Index Amendments and such notice shall be irrevocable. Any Commodity Index Adjustment Payment and Replacement Commodity Index Amendments will be binding on the Bank, the Agents and the Noteholders and Couponholders.

(3) If the Benchmark Rate Determination Agent is unable to determine a Commodity Index Adjustment Payment, then Asset Condition 4.4(c)(4) shall apply.

(4) If the Benchmark Rate Determination Agent determines that (a) it is or would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements for the Bank or the Calculation Agent to perform the calculations prescribed in this Asset Condition 4.4(c)(3)(A) (or it would be unlawful or would contravene those licensing requirements were a calculation to be made at such time), then Asset Condition 4.4(c)(4) shall apply.

(B) If the Issue Terms do not specify an Alternative Pre-nominated Commodity Index in respect of such Commodity Index, then Asset Condition 4.4(c)(4) shall apply.

(C) If, in respect of a Series, there is more than one Commodity Index, then the foregoing provisions of this Asset Condition 4.4(c)(3) shall apply separately to each such Commodity Index.

(4) the Calculation Agent may at its option (in the case of an Index Adjustment Event referred to in paragraph (A) of Asset Condition 4.4(c)(2)) and shall (in the case of an Index Adjustment Event referred to in paragraph (B), (C) or (D) of Asset Condition 4.4(c)(2), but in the case of (B) or (D), only in circumstances where Asset Condition 4.4(c)(3) specifies that Asset Condition 4.4.(c)(4) shall apply) calculate the Relevant Commodity Price using, in lieu of the published level for that Commodity Index (if any), the level for that Commodity Index as at the relevant determination date as determined by the Calculation Agent in accordance with the formula for and method of calculating that Commodity Index last in effect prior to the relevant Index Adjustment Event, but using only those commodities or futures contracts that comprised that Commodity Index immediately prior to the relevant Index Adjustment Event (other than those futures contracts that have ceased to be listed on any relevant exchange).

(5) If the Calculation Agent determines, in its sole and absolute discretion, that it is not reasonably practicable including, without limitation, (taking into account the costs involved) to calculate or continue to calculate the relevant Commodity Index pursuant to the preceding paragraph, the Calculation Agent may rebase the Notes against another index or basket of indices, as applicable, determined by the Calculation Agent to be comparable to the relevant Commodity Index, and, following such rebasing, the Calculation Agent will make such adjustment(s) that it

determines to be appropriate, if any, to any variable, calculation methodology, valuation, settlement, payment terms or any other terms of the Notes to account for such rebasing.

(6) If the Calculation Agent determines, in its sole and absolute discretion, that there is no index comparable to the relevant Commodity Index, and/or that application of the preceding paragraphs would not achieve a commercially reasonable result, and/or that (a) it is or would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements for the Bank or the Calculation Agent to perform the calculations prescribed in Asset Conditions 4.4(c)(4), (5) or (7) (or it would be unlawful or would contravene those licensing requirements were a calculation to be made at such time), the Bank may determine that the Notes shall be redeemed, in which event the Bank will cause to be paid to each Noteholder in respect of each Note held by it an amount equal to the Early Redemption Amount.

(7) If the Calculation Agent determines that the Commodity Index has been or will be rebased at any time, the Calculation Agent will make such adjustment(s) that it determines to be appropriate, if any, to any variable, calculation methodology, valuation, settlement, payment terms or any other terms of the Notes to account for such rebasing

(8) On making any such adjustment or determination, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Base General Condition 16 (*Notices*), stating the occurrence of the relevant Index Adjustment Event, giving details thereof and the action proposed to be taken in relation thereto, provided that any failure to give such notice shall not affect the validity of the Index Adjustment Event or any action taken.

(9) The Benchmark Rate Determination Agent shall not have any duty to monitor, enquire or satisfy itself as to whether any Commodity Index Adjustment Event has occurred. If the Noteholders provide the Benchmark Rate Determination Agent with details of the circumstances which could constitute a Commodity Index Adjustment Event, the Benchmark Rate Determination Agent will consider such notice, but will not be obliged to determine that a Commodity Index Adjustment Event has occurred solely as a result of receipt of such notice.

(d) Commodity Index Disclaimer

The Notes are not sponsored, endorsed, sold or promoted by any Commodity Index Sponsor and no Commodity Index Sponsor makes any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of any Commodity Index and/or the levels at which any Commodity Index stands at any particular time on any particular date or otherwise. No Commodity Index Sponsor shall be liable (whether in negligence or otherwise) to any person for any error in the Commodity Index and the Commodity Index Sponsor is under no obligation to advise any person of any error therein. No Commodity Index Sponsor is making any representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with the Notes. The Bank shall have no liability to the Noteholders for any act or failure to act by any Commodity Index Sponsor in connection with the calculation, adjustment or maintenance of any Commodity Index. Except as specified in the relevant Issue Terms, none of the Bank, the Calculation Agent or any of their respective Affiliates has any affiliation with or control over any Commodity Index or Commodity Index Sponsor or any control over the computation, composition or dissemination of any Commodity Index. Although the Calculation Agent will obtain information concerning relevant Commodity Indices from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Bank, its Affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Commodity Index.

4.5 Commodity Disruption Provisions

(a) Consequences of Disrupted Days

(i) Single Commodity

Subject to Asset Condition 4.4(c)(3) (*Adjustments to Commodity Index*) and Asset Condition 4.5(c) (*Commodity Administrator/Benchmark Event Date*), where the Notes relate to a single Commodity, and if the Calculation Agent determines that any Reference Date or Averaging Reference Date, as the case may be, in respect of such Commodity is a Disrupted Day, the Calculation Agent shall determine the Relevant Commodity Price in respect of such Reference Date or Averaging Reference Date, as the case may be, in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Relevant Commodity Price.

(ii) Basket of Commodities

Subject to Asset Condition 4.4(c)(3) (*Adjustments to Commodity Index*) and Asset Condition 4.5(c) (*Commodity Administrator/Benchmark Event Date*), where the Notes relate to a Basket of Commodities, and if the Calculation Agent determines that any Reference Date or Averaging Reference Date, as the case may be, in respect of one or more of such Commodities is a Disrupted Day, then:

(A) for each Commodity for which the Calculation Agent determines that such Reference Date or Averaging Reference Date, as the case may be, is not a Disrupted Day, the Relevant Commodity Price for such Commodity will be determined on such Reference Date or Averaging Reference Date, as the case may be; and

(B) for each Commodity for which the Calculation Agent determines that such Reference Date or Averaging Reference Date, as the case may be, is a Disrupted Day, the Calculation Agent shall determine the Relevant Commodity Price for such Commodity in respect of such Reference Date or Averaging Reference Date, as the case may be, in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Relevant Commodity Price and, if more than one Commodity Disruption Fallback provides a Relevant Commodity Price, in accordance with the Commodity Disruption Fallback selected by the Calculation Agent in its sole and absolute discretion.

(b) Commodity Disruption Fallbacks

(i) The Commodity Disruption Fallbacks in respect of each Relevant Commodity are as follows:

(A) Fallback Reference Price (if applicable);

(B) Delayed Publication or Announcement and Postponement (each to operate concurrently with the other and each subject to a maximum period of consecutive Commodity Business Days (or, if the Relevant Commodity is Bullion, Bullion Business Days) equal in number to the Maximum Days of Disruption as specified in the relevant Issue Terms, or, if no number of days is so specified, a period of two consecutive Commodity Business Day(s) or Bullion Business Day(s), as the case may be, of disruption (measured from and including the original day that would otherwise have been the relevant Reference Date or Averaging Reference Date, as the case may be); provided, however, that the price determined by Postponement shall be the Relevant Commodity Price only

if Delayed Publication or Announcement does not yield a Relevant Commodity Price within that number of days); and

(C) Calculation Agent Determination.

(ii) The Commodity Disruption Fallbacks in respect of each Commodity Index are as follows:

(A) with respect to each Futures Contract included in the Commodity Reference Price which is not affected by the Commodity Market Disruption Event, the Relevant Commodity Price will be based on the closing prices of each such contract on the applicable determination date;

(B) with respect to each Futures Contract included in the Commodity Reference Price which is affected by the Commodity Market Disruption Event, the Relevant Commodity Price will be based on the closing prices of each such Futures Contract on the first day following the applicable determination date on which no Commodity Market Disruption Event is occurring with respect to such contract;

(C) subject to paragraph (D) below, the Calculation Agent shall determine the Relevant Commodity Price by reference to the closing prices determined in paragraphs (A) and (B) above using the then current method for calculating the Relevant Commodity Price; and

(D) where a Commodity Market Disruption Event with respect to one or more Futures Contracts included in the Commodity Reference Price continues to exist (measured from and including the first day following the applicable determination date) for five consecutive Commodity Business Days, the Calculation Agent shall determine the Relevant Commodity Price in its sole and absolute discretion.

(c) Commodity Administrator/Benchmark Event Date

If the Benchmark Rate Determination Agent determines that a Commodity Administrator/Benchmark Event Date has occurred in respect of a Series and a Commodity Benchmark,

(i) the Benchmark Rate Determination Agent shall determine the Commodity Benchmark in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Commodity Benchmark, provided that if the Commodity Benchmark is not a Commodity Reference Price (or the index, benchmark or other price source that is referred to in the Commodity Reference Price) then references to the "Commodity Reference Price" in the applicable Commodity Disruption Fallbacks and related definitions and provisions of these Commodity Linked Asset Condition shall be deemed to be references to the "Commodity Benchmark";

(ii) if it (a) is or would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements, for the Bank or the Calculation Agent to perform the actions prescribed in an applicable Commodity Disruption Fallback (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time), the next applicable Commodity Disruption Fallback will apply; and

(iii) if the Benchmark Rate Determination Agent determines that the last applicable Commodity Disruption Fallback does not provide a Commodity Benchmark (including due to the applicability of paragraph (ii) above in relation to the last applicable Commodity Disruption Fallback), then the Bank shall give notice to Noteholders as soon as practicable in accordance with Base General Condition 16 (Notices) and the Bank shall redeem all, but not some only, of

the Notes on the date specified in such notice at the Early Redemption Amount (as described in Base General Condition 7(b) (*Early Redemption*)).

(d) Additional Provisions applicable to Commodity Benchmarks

If any event or circumstance has occurred which, if the Commodity Benchmark were a Commodity Reference Price, would constitute:

(i) a Price Source Disruption or a Disappearance of Commodity Reference Price; or

(ii) a Material Change in Formula,

and in each case the level of the Commodity Benchmark cannot be determined as provided in these Commodity Linked Asset Conditions, then:

(1) all Commodity Market Disruption Events listed in the definition of "Commodity Market Disruption Event" other than Tax Disruption shall be deemed to apply and the Commodity Disruption Fallbacks shall be deemed to apply in accordance with Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) provided that references to the "Commodity Reference Price" in the Commodity Disruption Fallbacks and related definitions and provisions of these Commodity Linked Asset Condition shall be deemed to be references to the "Commodity Benchmark";

(2) if it (a) is or would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements, for the Bank or the Calculation Agent to perform the actions prescribed in an applicable Commodity Disruption Fallback (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time), the next applicable Commodity Disruption Fallback will apply; and

(3) if the Benchmark Rate Determination Agent determines that the last applicable Commodity Disruption Fallback does not provide a Commodity Benchmark (including due to the applicability of paragraph (2) above in relation to the last applicable Commodity Disruption Fallback), then the Bank shall give notice to Noteholders as soon as practicable in accordance with Base General Condition 16 (*Notices*) and the Bank shall redeem all, but not some only, of the Notes on the date specified in such notice at the Early Redemption Amount (as described in Base General Condition 7(b) (*Early Redemption*)).

(e) Separate Application

If, in respect of a Series, there is more than one Commodity Benchmark, then the foregoing provisions of Asset Condition 4.5(d) and (e) shall apply separately to each such Commodity Benchmark.

(f) No monitoring

The Benchmark Rate Determination Agent shall not have any duty to monitor, enquire or satisfy itself as to whether any Commodity Administrator/Benchmark Event or Commodity Market Disruption Events has occurred. If the Noteholders provide the Benchmark Rate Determination Agent with details of the circumstances which could constitute a Commodity Administrator/Benchmark Event or Commodity Market Disruption Events, the Benchmark Rate Determination Agent will consider such notice, but will not be obliged to determine that a Commodity Administrator/Benchmark Event or Commodity Market Disruption Events has occurred solely as a result of receipt of such notice.

4.6 Barrier Events

(a) Coupon Barrier Event

A "**Coupon Barrier Event**" shall be deemed to occur if the Calculation Agent determines that the Relevant Commodity Price or Commodity Basket Level as of any Coupon Barrier Observation Time

on any Coupon Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Coupon Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than or equal to"), as the case may be, the Coupon Barrier on such Coupon Barrier Observation Date.

(b) Redemption Barrier Event

A "**Redemption Barrier Event**" shall be deemed to occur if the Calculation Agent determines that the Relevant Commodity Price or Commodity Basket Level as of any Redemption Barrier Observation Time on any Redemption Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Redemption Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Redemption Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Redemption Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Redemption Barrier Event – Greater than or equal to"), as the case may be, the Redemption Barrier on such Redemption Barrier Observation Date.

(c) Coupon Lock-in Event

A "**Coupon Lock-in Event**" shall be deemed to occur if the Calculation Agent determines that the Relevant Commodity Price or Commodity Basket Level as of any Coupon Barrier Observation Time on any Coupon Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Coupon Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than or equal to"), as the case may be, the Coupon Lock-in Barrier on such Coupon Barrier Observation Date.

(d) Autocall Barrier Event

An "**Autocall Barrier Event**" shall be deemed to occur in respect of a Commodity or Basket of Commodities if the Calculation Agent determines that the Relevant Commodity Price or Commodity Basket Level, as the case may be, as of any Autocall Barrier Observation Time on any Autocall Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Autocall Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Autocall Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Autocall Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Autocall Barrier Event – Greater than or equal to"), as the case may be, the corresponding Autocall Barrier on such Autocall Barrier Observation Date.

4.7 Look-Back

If "**Look-Back Provisions**" is specified to be applicable in the relevant Issue Terms, the Calculation Agent shall determine the Relevant Commodity Price or Commodity Basket Level (as the case may be) as at the Look-Back Observation Time on each Look-Back Observation Date, and the Initial Relevant Commodity Price or Initial Commodity Basket Level (as the case may be) shall be:

(a) if "Look-Back – Lowest" is specified to be applicable in the relevant Issue Terms, the lowest Relevant Commodity Price or Commodity Basket Level (as the case may be) so determined, subject to a minimum equal to the Look-Back Floor and a maximum equal to the Look-Back Cap; or

(b) if "Look-Back – Highest" is specified to be applicable in the relevant Issue Terms, the highest Relevant Commodity Price or Commodity Basket Level (as the case may be) so determined,

subject to a minimum equal to the Look-Back Floor and a maximum equal to the Look-Back Cap.

4.8 Definitions

"**2005 ISDA Commodity Definitions**" means the 2005 ISDA Commodity Definitions, as published by the International Swaps and Derivatives Association, Inc., and in respect of the Notes, as amended and supplemented up to and including the Issue Date of the first Tranche of the Notes.

"**Aggregate Weighted Relevant Commodity Price**" means, in respect of a Basket Reference Date or Basket Averaging Reference Date, the sum of the Weighted Relevant Commodity Prices of all the Basket Components in respect of such Basket Reference Date or Basket Averaging Reference Date, where the Weighted Relevant Commodity Price of each Basket Component is determined as at the Reference Time on the relevant Reference Date or Averaging Reference Date (as the case may be) in respect of such Basket Component.

"**Alternative Pre-nominated Commodity Index**" means, in respect of a Commodity Index, the first of the indices, benchmarks or other price sources specified as such in the relevant Issue Terms and not subject to a Commodity Administrator/Benchmark Event, Commodity Index Modification or Commodity Index Cancellation.

"**Autocall Barrier**" means, in respect of each Commodity or the Basket of Commodities (as the case may be) and any Autocall Barrier Period specified under the heading "Autocall Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Relevant Commodity Price or Initial Commodity Basket Level) specified under the heading "Autocall Barrier" in such table adjacent to the relevant Autocall Barrier Period.

"**Autocall Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Autocall Barrier Observation Period, subject in each case to any adjustment pursuant to Asset Condition 4.5 (*Commodity Disruption Provisions*) or pursuant to the definition of "Observation Date" in this Asset Condition 4.8 (*Definitions*).

"**Autocall Barrier Observation Period**" means the period specified as such in the relevant Issue Terms.

"**Autocall Barrier Observation Time**" means:

(i) the time(s) specified as such in the relevant Issue Terms; or

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of a Commodity, all times in each Autocall Barrier Observation Date at which the Relevant Commodity Price of such Commodity can be observed.

"**Autocall Barrier Period**" means each period specified as such in the relevant Issue Terms.

"**Averaging Date**" means, in respect of each Commodity, each date specified as such in the relevant Issue Terms, or if such day is not a Commodity Business Day (or, if the Relevant Commodity is Bullion, a Bullion Business Day), the immediately following Commodity Business Day or Bullion Business Day, as the case may be for such Commodity, provided that, if any such date (following any adjustment (if applicable) pursuant to the paragraph above) is a Disrupted Day, the Averaging Date shall be determined in accordance with the provisions of Asset Condition 4.5 (*Commodity Disruption Provisions*).

"**Averaging Reference Date**" means each Initial Averaging Date and Averaging Date.

"**Basket**" means a basket comprising the Basket Components specified in the relevant Issue Terms in the Weights specified for each Basket Component in the relevant Issue Terms.

"**Basket Averaging Date**" means, in respect of each Scheduled Averaging Date relating to a Basket of Commodities:

(i) if such Scheduled Averaging Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Averaging Date; or

(ii) if such Scheduled Averaging Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Averaging Dates determined in accordance with the provisions of Asset Condition 4.5 (*Commodity Disruption Provisions*) in respect of such Scheduled Averaging Date.

"**Basket Averaging Reference Date**" means each Basket Averaging Date and Basket Initial Averaging Date.

"**Basket Component**" means, in respect of a Basket, each of the Commodities and/or Commodity Indices comprising such Basket.

"**Basket Initial Averaging Date**" means, in respect of the Scheduled Initial Averaging Date relating to a Basket of Commodities:

(i) if the Scheduled Initial Averaging Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Initial Averaging Date; or

(ii) if the Scheduled Initial Averaging Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Initial Averaging Dates determined in accordance with the provisions of Asset Condition 4.5 (*Commodity Disruption Provisions*) in respect of the Scheduled Initial Averaging Date.

"**Basket Initial Setting Date**" means, in respect of the Scheduled Initial Setting Date relating to a Basket of Commodities:

(i) if the Scheduled Initial Setting Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Initial Setting Date; or

(ii) if the Scheduled Initial Setting Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Initial Setting Dates determined in accordance with the provisions of Asset Condition 4.5 (*Commodity Disruption Provisions*) in respect of the Scheduled Initial Setting Date.

"**Basket Observation Date**" means, in respect of each Scheduled Observation Date relating to a Basket of Commodities:

(i) if such Scheduled Observation Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Observation Date; or

(ii) if such Scheduled Observation Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Observation Dates determined in accordance with the provisions of Asset Condition 4.5 (*Commodity Disruption Provisions*) in respect of such Scheduled Observation Date.

"**Basket Reference Date**" means each Basket Initial Setting Date, Basket Observation Date and Basket Valuation Date.

"**Basket Valuation Date**" means, in respect of each Scheduled Valuation Date relating to a Basket of Commodities:

(i) if such Scheduled Valuation Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Valuation Date; or

(ii) if such Scheduled Valuation Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Valuation Dates determined in accordance with the provisions of Asset Condition 4.5 (*Commodity Disruption Provisions*) in respect of such Scheduled Valuation Date.

"**Best Performing Basket Component**" means, in respect of a Basket of Commodities and any Basket Reference Date, the Basket Component with the highest Commodity Performance in respect of the Reference Date relating to such Basket Reference Date, as determined by the Calculation Agent (provided that if two or more Basket Components have the same highest Commodity Performance, the Calculation Agent shall determine which Basket Component shall be the Best Performing Basket Component in its sole and absolute discretion, and such Basket Component shall be the Best Performing Basket Component).

"**Bullion**" means gold, silver, platinum and palladium.

"**Bullion Business Day**" means any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London and New York and in each Bullion Business Centre specified in the relevant Issue Terms.

"**Bullion Delivery Business Day**" means any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London and New York and in each Bullion Business Centre specified in the relevant Issue Terms and which is also a scheduled trading day (meaning a day on which such markets are ordinarily open) in the relevant bullion market in the Bullion Delivery Location.

"**Bullion Delivery Location**" means, in respect of a Bullion Delivery Business Day, the place for delivery of the Relevant Commodity as specified in the relevant Issue Terms.

"**Calculation Agent Determination**" means the Calculation Agent will determine the Relevant Commodity Price (or a method for determining the Relevant Commodity Price), taking into consideration the latest available quotation for the relevant Commodity Reference Price and any other information that in its sole discretion it deems relevant.

"**Commodity**" means each Relevant Commodity or Commodity Index.

"**Commodity Administrator/Benchmark Event**" means, for a Series of Notes and a Commodity Benchmark or a Commodity Index, any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Commodity Benchmark or the Commodity Index, as relevant, or the administrator or sponsor of the Commodity Benchmark or the Commodity Index has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that the Bank or the Calculation Agent is not, or will not be, permitted under any applicable law or regulation to use the Commodity Benchmark or the Commodity Index, as relevant, to perform its or their respective obligations under the Notes.

"**Commodity Administrator/Benchmark Event Date**" means, for a Series of Notes and a Commodity Administrator/Benchmark Event, the date on which the authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is:

(i) required under any applicable law or regulation; or

(ii) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that the Commodity Benchmark or the Commodity Index, as relevant, is not permitted to be used under the Notes following rejection, refusal, suspension or withdrawal,

or, in each case, if such date occurs before the Trade Date, the Trade Date.

"**Commodity Basket Level**" has the meaning given to it in Asset Condition 4.3 (*Commodity Basket Level*).

"**Commodity Benchmark**" means in respect of a Series of Notes and a Relevant Commodity, to the extent applicable, any Commodity Reference Price, Specified Price, Price Source, Allocation Barrier, Initial Relevant Commodity Price, Coupon Barrier, Coupon Lock-in Barrier, Look-Back Cap, Look-Back Floor, Redemption Barrier, Lower Barrier, Upper Barrier (or, if applicable, the index, benchmark or other price source that is referred to in the Commodity Reference Price, Specified Price, Price Source, Allocation Barrier, Initial Relevant Commodity Price, Coupon Barrier, Coupon Lock-in Barrier, Look-Back Cap, Look-Back Floor, Redemption Barrier, Lower Barrier, Upper Barrier). To the extent that a Fallback Reference Price is used, such Fallback Reference Price shall be a "Commodity Benchmark" from the day on which it is used.

"**Commodity Business Day**" means:

(i) in respect of a determination of a Commodity Reference Price, where such price is announced or published by an Exchange, a day that is (or but for the occurrence of a Commodity Market Disruption Event, would have been) a day on which that Exchange is open for trading during its regular trading session, notwithstanding any such Exchange closing prior to its scheduled closing time; and

(ii) in respect of a determination of a Commodity Reference Price, where such price is not announced or published by an Exchange, a day in respect of which the relevant Price Source published (or but for the occurrence of a Commodity Market Disruption Event, would have been) a price or a day in respect of which the Calculation Agent would have been able to determine the Commodity Reference Price in accordance with its normal means of determining such Commodity Reference Price.

"**Commodity Disruption Fallback**" means each of the sources and methods set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that may give rise to an alternative basis for determining the Relevant Commodity Price in respect of a specified Commodity Reference Price when a Commodity Market Disruption Event occurs or exists on a day that is a Reference Date or Averaging Reference Date.

"**Commodity Index**" means, subject to adjustments as provided in the Conditions, each index comprising one or more commodities or commodity futures contracts, as specified in the relevant Issue Terms.

"**Commodity Index Adjustment Payment**" means, in respect of each Note, the payment, if any, that the Benchmark Rate Determination Agent determines, acting in good faith and in a commercially reasonable manner, is required as a result of the replacement of the Commodity Index with the Alternative Pre-nominated Commodity Index.

"**Commodity Index Cancellation**" has the meaning given to it in Asset Condition 4.4(c)(2).

"**Commodity Index Modification**" has the meaning given to it in Asset Condition 4.4(c)(2).

"**Commodity Index Sponsor**" means in relation to a Commodity Index, the commodity index sponsor for such Commodity Index as specified in the relevant Issue Terms.

"**Commodity Market Disruption Event**" means the occurrence of any of the following events specified as applicable in the relevant Issue Terms:

(i) in respect of a Relevant Commodity:

(1) Price Source Disruption;

(2) Trading Disruption;

(3) Disappearance of Commodity Reference Price;

(4) Material Change in Formula;

(5) Material Change in Content; or

(6) Tax Disruption; or

(ii) in respect of a Commodity Index:

(1) "**Index Price Source Disruption**", which means a temporary or permanent failure (i) by the relevant Commodity Index Sponsor to announce or publish the Relevant Commodity Price or (ii) by the applicable exchange or other price source to announce or publish the closing price for any Futures Contract included in the Commodity Reference Price; provided that the Calculation Agent may determine, in relation to a Commodity Index, that that failure shall not be a Commodity Market Disruption Event and shall instead be an Index Adjustment Event and that the provisions of Asset Condition 4.4(c) (*Adjustments to Commodity Index*) shall apply;

(2) "**Index Trading Disruption**", which means a material limitation, suspension or disruption of trading in one or more of the Futures Contracts included in the Commodity Reference Price; or

(3) "**Closing Price Volatility**", which means the closing price for any Futures Contract included in the Commodity Reference Price is a "limit price", which means that the closing price for such Futures Contract for a day has increased or decreased from the previous day's closing price by the maximum amount permitted under applicable exchange rules.

"**Commodity Performance**" means in respect of a Commodity and any Reference Date:

(i) if there are no Averaging Reference Dates in respect of such Reference Date, an amount (expressed as a percentage) determined by the Calculation Agent as being equal to (a) the Relevant Commodity Price of such Commodity at the Reference Time on such Reference Date, divided by (b) the Initial Relevant Commodity Price; or

(ii) if there are Averaging Reference Dates in respect of such Reference Date, an amount (expressed as a percentage) determined by the Calculation Agent as being equal to (a) the arithmetic mean of the Relevant Commodity Prices of such Commodity at the Reference Time on each such Averaging Reference Date, divided by (b) the Initial Relevant Commodity Price.

"**Correction Cut-Off Date**" means the date specified as the Correction Cut-Off Date in the relevant Issue Terms.

"**Coupon Barrier**" means, in respect of each Commodity or the Basket of Commodities (as the case may be) and any Coupon Barrier Period specified under the heading "Coupon Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Relevant Commodity Price or Initial Commodity Basket Level) specified under the heading "Coupon Barrier" in such table adjacent to the relevant Coupon Barrier Period.

"**Coupon Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Coupon Barrier Observation Period, subject in each case to any adjustment pursuant to Asset Condition 4.5 (*Commodity Disruption Provisions*) or pursuant to the definition of "Observation Date" in this Asset Condition 4.8 (*Definitions*).

"**Coupon Barrier Observation Period**" means the period specified as such in the relevant Issue Terms.

"**Coupon Barrier Observation Time**" means:

(i) the time(s) specified as such in the relevant Issue Terms; or

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of a Commodity, all times in each Coupon Barrier Observation Date at which the Relevant Commodity Price of such Commodity can be observed.

"**Coupon Barrier Period**" means each period specified as such in the relevant Issue Terms.

"**Coupon Lock-in Barrier**" means, in respect of each Commodity or the Basket of Commodities (as the case may be) and any Coupon Barrier Period specified under the heading "Coupon Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Relevant Commodity Price or Initial Commodity Basket Level) specified under the heading "Coupon Lock-in Barrier" in such table adjacent to the relevant Coupon Barrier Period.

"**Delayed Publication or Announcement**" means that the Relevant Commodity Price for a Relevant Commodity or Commodity Index, as the case may be, for a Reference Date or Averaging Reference Date, as the case may be, will be determined based on the Specified Price in respect of the original day scheduled as such Reference Date or Averaging Reference Date, as the case may be, that is published or announced by the relevant Price Source retrospectively on the first succeeding Commodity Business Day (or, if the Relevant Commodity is Bullion, a Bullion Business Day) on which no Commodity Market Disruption Event exists, unless a Commodity Market Disruption Event continues to exist (measured from and including the Reference Date or Averaging Reference Date, as the case may be) or the Relevant Commodity Price continues to be unavailable for consecutive Commodity Business Days or Bullion Business Day, as the case may be, equal in number to the Maximum Days of Disruption.

"**Delivery Date**" means, in respect of a Commodity Reference Price, the relevant date or month and year for delivery of the Relevant Commodity as specified in the relevant Issue Terms.

"**Disappearance of Commodity Reference Price**" means (a) the permanent discontinuation of trading in any relevant Futures Contract on the relevant Exchange; (b) the disappearance of, or of trading in, any Relevant Commodity or (c) the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price, notwithstanding the availability of the related Price Source or the status of trading in any relevant Futures Contract or any Relevant Commodity.

"**Disrupted Day**" means any day on which a Commodity Market Disruption Event occurs.

"**Exchange**" means, in respect of a Commodity Reference Price, each exchange or principal trading market specified for such Commodity Reference Price in the relevant Issue Terms or Commodity Reference Price.

"**Fallback Reference Price**" means that the Calculation Agent will determine the Relevant Commodity Price based on the price for that Reference Date or Averaging Reference Date, as the case may be, of the first alternate Commodity Reference Price, if any, specified in the relevant Issue Terms and not subject to a Commodity Market Disruption Event.

"**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 Relevant Commodity or included in the relevant Commodity Index referred to in that Commodity Reference Price.

"**Initial Averaging Date**" means, in respect of each Commodity, each date specified as such in the relevant Issue Terms, or if such day is not a Commodity Business Day (or, if the Relevant Commodity

is Bullion, a Bullion Business Day), the immediately following Commodity Business Day or Bullion Business Day, as the case may be for such Commodity, provided that, if any such date (following any adjustment (if applicable) pursuant to the paragraph above) is a Disrupted Day, the Initial Averaging Date shall be determined in accordance with the provisions of Asset Condition 4.5 (*Commodity Disruption Provisions*).

"**Initial Commodity Basket Level**" means:

(i) where "Look-Back" is not specified to apply, the Commodity Basket Level in respect of the Basket Initial Setting Date determined in accordance with Asset Condition 4.3 (*Commodity Basket Level*); or

(ii) where "Look-Back" is specified to apply, the Commodity Basket Level determined in accordance with the provisions of Asset Condition 4.7 (*Look-Back*).

"**Initial Relevant Commodity Price**" means:

(i) where "Look-Back" is not specified to apply:

(1) where the relevant Issue Terms specify that there are no Initial Averaging Dates in respect of the Initial Setting Date, the Relevant Commodity Price at the Valuation Time on the Initial Setting Date; or

(2) where the relevant Issue Terms specify that there are Initial Averaging Dates in respect of the Initial Setting Date, the arithmetic mean of the Relevant Commodity Prices at the Valuation Time on each such Initial Averaging Date; or

(ii) where "Look-Back" is specified to apply, the Relevant Commodity Price determined in accordance with the provisions of Asset Condition 4.7 (*Look-Back*).

"**Initial Setting Date**" means the date specified as such in the relevant Issue Terms or, if any such date is not a Commodity Business Day (or, if the Relevant Commodity is Bullion, a Bullion Business Day), the immediately following Commodity Business Day or Bullion Business Day, as the case may be,

provided that, if any such date (following any adjustment (if applicable) pursuant to the paragraph above) is a Disrupted Day, the Initial Setting Date shall be determined in accordance with the provisions of Asset Condition 4.5 (*Commodity Disruption Provisions*).

"**Look-Back Cap**" means the price, rate, level, percentage or other value (if any) specified as such in the relevant Issue Terms.

"**Look-Back Floor**" means the price, rate, level, percentage or other value (if any) specified as such in the relevant Issue Terms.

"**Look-Back Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Look-Back Observation Period, subject in each case to any adjustment pursuant to Asset Condition 4.5 (*Commodity Disruption Provisions*) or pursuant to the definition of "Observation Date" in this Asset Condition 4.8 (*Definitions*).

"**Look-Back Observation Period**" means each period specified as such in the relevant Issue Terms.

"**Look-Back Observation Time** " means:

(i) the time(s) specified as such in the relevant Issue Terms; or

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of a Commodity, all times in each Look-Back Observation Date at which the Relevant Commodity Price of such Commodity can be observed.

"**Material Change in Content**" means the occurrence since the Trade Date of a material change in the content, composition or constitution of any Relevant Commodity or relevant Futures Contract.

"**Material Change in Formula**" means the occurrence since the Trade Date of a material change in the formula for or method of calculating any relevant Commodity Reference Price.

"**Maximum Days of Disruption**" means the number of days specified as such in the relevant Issue Terms, or, if no number of days is so specified, a period of two consecutive Commodity Business Days (or, if the Relevant Commodity is Bullion, Bullion Business Days).

"**Number of Extension Business Days**" means, if "Maturity Date Extension" or "Payment Date Extension" is specified to be applicable in the relevant Issue Terms, the number of Business Days specified in the relevant Issue Terms, or, if none is specified:

(i) in respect of a Maturity Date Extension, the number of Business Days that the relevant Scheduled Maturity Date falls after the Scheduled Reference Date or Scheduled Averaging Reference Date, as the case may be, falling immediately prior to the relevant Scheduled Maturity Date; or

(ii) in respect of a Payment Date Extension, the number of Business Days that the Scheduled Payment Date falls after the Scheduled Reference Date or the Scheduled Averaging Reference Date, as the case may be, falling immediately prior to the Scheduled Payment Date.

"**Observation Date**" means, in respect of each Commodity:

(i) each Coupon Barrier Observation Date;

(ii) each Redemption Barrier Observation Date;

(iii) each Look-Back Observation Date;

(iv) each Autocall Barrier Observation Date; and

(v) any other date specified as such in the relevant Issue Terms,

provided that, if any such date is not a Commodity Business Day, the Observation Date shall be the immediately following Commodity Business Day in respect of such Commodity,

provided further that, if any such date (following any adjustment (if applicable) pursuant to the paragraph above) is a Disrupted Day, the Observation Date shall be determined in accordance with the provisions of Asset Condition 4.5 (*Commodity Disruption Provisions*).

"**Postponement**" means that a Reference Date or Averaging Reference Date, as the case may be, will be deemed, for purposes of the application of this Commodity Disruption Fallback only, to be the first succeeding Commodity Business Day (or, if the Relevant Commodity is Bullion, Bullion Business Day) on which no Commodity Market Disruption Event exists, unless a Commodity Market Disruption Event continues to exist for consecutive Commodity Business Days or Bullion Business Days, as the case may be, equal in number to the Maximum Days of Disruption as specified in the relevant Issue Terms, or, if no number of days is so specified, a period of two consecutive Commodity Business Days or Bullion Business Days, as the case may be (measured from and including the original day that would otherwise have been such Reference Date or Averaging Reference Date, as the case may be).

"**Price Source**" means, in respect of a Commodity Reference Price, the publication (or such other origin of reference, including an Exchange, and any successor thereto) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) as specified in the relevant Commodity Reference Price or the relevant Issue Terms.

"**Price Source Disruption**" means (a) the failure of any Price Source to announce or publish the Specified Price (or the information necessary for determining such Specified Price) for the relevant Commodity Reference Price; or (b) the temporary or permanent discontinuance or unavailability of any Price Source.

"**Redemption Barrier**" means, in respect of each Commodity or the Basket of Commodities (as the case may be) and any Redemption Barrier Period specified under the heading "Redemption Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Relevant Commodity Price or Initial Commodity Basket Level) specified under the heading "Redemption Barrier" in such table adjacent to the relevant Redemption Barrier Period.

"**Redemption Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Redemption Barrier Observation Period, subject in each case to any adjustment pursuant to Asset Condition 4.5 (*Commodity Disruption Provisions*) or pursuant to the definition of "Observation Date" in this Asset Condition 4.8 (*Definitions*).

"**Redemption Barrier Observation Period**" means each period specified as such in the relevant Issue Terms.

"**Redemption Barrier Observation Time**" means:

(i) the time(s) specified as such in the relevant Issue Terms; or

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of a Commodity, all times in each Redemption Barrier Observation Date at which the Relevant Commodity Price of such Commodity can be observed.

"**Redemption Barrier Period**" means each period specified as such in the relevant Issue Terms.

"**Reference Date**" means, in respect of a Relevant Commodity or Commodity Index, each Initial Setting Date, Observation Date or Valuation Date, subject to adjustment in accordance with this Asset Condition 4 (*Commodity Linked Asset Conditions*).

"**Reference Time**" means:

(i) in respect of any Valuation Date, Initial Setting Date, Averaging Date or Initial Averaging Date, the Valuation Time;

(ii) in respect of any Coupon Barrier Observation Date, the Coupon Barrier Observation Time;

(iii) in respect of any Redemption Barrier Observation Date, the Redemption Barrier Observation Time;

(iv) in respect of any Autocall Barrier Observation Date, the Autocall Barrier Observation Time; and

(v) in respect of any Look-Back Observation Date, the Look-Back Observation Time.

"**Relevant Commodity**" means, in respect of a Commodity Linked Note, each commodity specified in the relevant Issue Terms.

"**Relevant Commodity Price**" means, in respect of a Commodity, the Relevant Price in respect of such Commodity that would be determined by the Calculation Agent under a Transaction governed by an ISDA Master Agreement which incorporates the 2005 ISDA Commodity Definitions and under which:

(i) the Commodity Reference Price is as specified in the relevant Issue Terms;

(ii) the Specified Price is as specified in the relevant Issue Terms; and

(iii) the Pricing Date is the applicable Reference Date or Averaging Reference Date.

For the purposes of these Commodity Linked Asset Conditions, "**Commodity Reference Price**", "**Pricing Date**", "**Relevant Price**", "**Specified Price**", "**Transaction**" have the meanings given to them in the 2005 ISDA Commodity Definitions.

"**Replacement Commodity Index Amendments**" has the meaning given to it in Asset Condition 4.4(c)(3)(iii).

"**Scheduled Averaging Date**" means an original date (following any adjustment (if applicable) pursuant to the definition of "Averaging Date") that, but for such day being a Disrupted Day, would have been an Averaging Date.

"**Scheduled Averaging Reference Date**" means each Scheduled Averaging Date or Scheduled Initial Averaging Date.

"**Scheduled Initial Averaging Date**" means an original date (following any adjustment (if applicable) pursuant to the definition of "Initial Averaging Date") that, but for such day being a Disrupted Day, would have been an Initial Averaging Date.

"**Scheduled Initial Setting Date**" means an original date (following any adjustment (if applicable) pursuant to the definition of "Initial Setting Date") that, but for such day being a Disrupted Day, would have been an Initial Setting Date.

"**Scheduled Observation Date**" means an original date (following any adjustment (if applicable) pursuant to the definition of "Observation Date") that, but for such day being a Disrupted Day, would have been an Observation Date.

"**Scheduled Reference Date**" means each Scheduled Initial Setting Date, Scheduled Observation Date or Scheduled Valuation Date.

"**Scheduled Valuation Date**" means an original date (following any adjustment (if applicable) pursuant to the definition of "Valuation Date") that, but for such day being a Disrupted Day, would have been a Valuation Date.

"**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, any Relevant Commodity or relevant Futures Contract (other than a tax on, or measure 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 related Relevant Commodity Price on the original day that would otherwise have been the relevant Reference Date or Averaging Reference Date, as the case may be, from what it would have been without that imposition, change or removal.

"**Trading Disruption**" means the material suspension of, or the material limitation imposed on, trading in any Futures Contract or any Relevant Commodity on the relevant Exchange or in any additional futures contract, options contract or commodity on any Exchange as specified in the relevant Issue Terms. For these purposes:

(i) a suspension of the trading in the relevant Futures Contract or Relevant Commodity on any Commodity Business Day (or, if the Relevant Commodity is Bullion, any Bullion Business Day) shall be deemed to be material only if:

(a) all trading in such Futures Contract or Relevant Commodity is suspended for the entire Reference Date or Averaging Reference Date, as the case may be; or

(b) all trading in such Futures Contract or Relevant Commodity is suspended subsequent to the opening of trading on the relevant Reference Date or Averaging Reference Date, as

the case may be, trading does not recommence prior to the regularly scheduled close of trading in such Futures Contract or such Relevant Commodity on such Reference Date or Averaging Reference Date, as the case may be, and such suspension is announced less than one hour preceding its commencement; and

(ii) a limitation of trading in the relevant Futures Contract or Relevant Commodity on any Commodity Business Day (or, if the Relevant Commodity is Bullion, any Bullion Business Day) shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of such Futures Contract or Relevant Commodity may fluctuate and the closing or settlement price of such Futures Contract or Relevant Commodity on such day is at the upper or lower limit of that range.

"**Valuation Date**" means, in respect of each Commodity, each date specified as such or otherwise determined as provided in the relevant Issue Terms as such or, if such date is not a Commodity Business Day (or, if the Relevant Commodity is Bullion, a Bullion Business Day), the immediately following Commodity Business Day or Bullion Business Day, as the case may be for such Commodity, provided that, if any such date (following any adjustment (if applicable) pursuant to the paragraph above) is a Disrupted Day, the Valuation Date shall be determined in accordance with the provisions of Asset Condition 4.5 (*Commodity Disruption Provisions*).

"**Valuation Time**" means, in respect of a Commodity, the time specified as such in the relevant Issue Terms or, if no time is specified as such, the time selected by the Calculation Agent.

"**Weight**" means, in respect of each Basket Component comprising a Basket, the percentage specified as the Weight of such Basket Component in the relevant Issue Terms, provided that if "Equal Weight" is specified, the Weight in respect of each Basket Component shall be a percentage equal to 1 divided by the total number of Basket Components.

"**Weighted Relevant Commodity Price**" means, in respect of each Basket Component, the Relevant Commodity Price of such Basket Component multiplied by its Weight.

"**Worst Performing Basket Component**" means, in respect of a Basket of Commodities and any Basket Reference Date, the Basket Component with the lowest Commodity Performance in respect of the Reference Date relating to such Basket Reference Date, as determined by the Calculation Agent (provided that if two or more Basket Components have the same lowest Commodity Performance, the Calculation Agent shall determine which Basket Component shall be the Worst Performing Basket Component in its sole and absolute discretion, and such Basket Component shall be the Worst Performing Basket Component).

AC Chapter 5: Rate Linked Asset Conditions

This chapter sets out additional terms and conditions that are only applicable to Rate Linked Notes.

The following are the conditions (the "**Rate Linked Asset Conditions**") that will apply to Rate Linked Notes. These Rate Linked Asset Conditions are subject to supplement or completion in accordance with the relevant Issue Terms and any applicable Payout Conditions. In the case of any inconsistency between these Rate Linked Asset Conditions and the Base General Conditions, these Rate Linked Asset Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Rate Linked Asset Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Rate Linked Asset Conditions or elsewhere in the Base Conditions applicable to the Rate Linked Notes will have the meanings given to them in the relevant Issue Terms. References in these Rate Linked Asset Conditions to "Rate Linked Notes" are to the Rate Linked Notes of one Series only, not to all Rate Linked Notes that may be issued under the Programme.

5 Rate Linked Notes

5.1 Maturity Date Extension

If the Notes are Rate Linked Redemption Notes and if "Maturity Date Extension" is specified in the relevant Issue Terms as being applicable, the Maturity Date shall be the later of:

(a) the date specified as the Maturity Date in the relevant Issue Terms (the "**Scheduled Maturity Date**"); and

(b) the day falling the Number of Extension Business Days after the Reference Date, Basket Reference Date, final Averaging Reference Date or final Basket Averaging Reference Date, as the case may be, in respect of which the Final Redemption Amount is determined.

If the relevant Maturity Date is postponed pursuant to this Asset Condition 5.1 (i) the Final Redemption Amount will be due on the relevant date as so postponed without any interest or other sum payable in respect of the postponement of the payment of such Final Redemption Amount; (ii) the Bank (or the Calculation Agent on its behalf) shall notify the Fiscal Agent or CMU Fiscal Agent of such postponement not less than three Business Days prior to the Scheduled Maturity Date and of the postponed Maturity Date not less than three Business Days prior to such postponed Maturity Date; and (iii) the Fiscal Agent or CMU Fiscal Agent shall notify Euroclear, Clearstream, Luxembourg and/or the CMU Service (as applicable) not less than two Business Days prior to the Scheduled Maturity Date and not less than two Business Days prior to such postponed Maturity Date.

5.2 Payment Date Extension

If the Notes are (a) Rate Linked Interest Notes and "Payment Date Extension" is specified in the relevant Issue Terms as being applicable and/or (b) Rate Linked Autocall Notes and "Autocall Payment Date Extension" is specified in the relevant Issue Terms as being applicable, each Interest Payment Date shall be the later of:

(i) the date specified as such Interest Payment Date in the relevant Issue Terms (the "**Scheduled Payment Date**");

(ii) if the Notes are Rate Linked Interest Notes and "Payment Date Extension" is specified in the relevant Issue Terms as being applicable, the day falling the Number of Extension Business Days after the Reference Date, Basket Reference Date, final Averaging Reference Date or final Basket Averaging Reference Date, as the case may be, in respect of which the Rate of Interest is determined for such Interest Payment Date; and

(iii) if the Notes are Rate Linked Autocall Notes and "Autocall Payment Date Extension" is specified in the relevant Issue Terms as being applicable, the day falling five Business Days after the last Autocall Barrier Observation Date in respect of the relevant Interest Period.

If any amount is payable on an Interest Payment Date in respect of a Rate Linked Interest Note or Rate Linked Autocall Note and such Interest Payment Date is postponed pursuant to this Asset Condition 5.2, (A) such amount will be due on the Interest Payment Date as so postponed without any interest or other sum payable in respect of the postponement of the payment of such amount; (B) the Bank (or the Calculation Agent on its behalf) shall notify the Fiscal Agent or CMU Fiscal Agent of such postponement not less than three Business Days prior to the relevant Interest Payment Date and of the relevant postponed Interest Payment Date not less than three Business Days prior to such postponed Interest Payment Date; and (C) the Fiscal Agent or CMU Fiscal Agent shall notify Euroclear, Clearstream, Luxembourg and/or the CMU Service (as applicable) not less than two Business Days prior to the relevant Interest Payment Date and not less than two Business Days prior to such postponed Interest Payment Date.

5.3 Determination of the Underlying Rate

Each Underlying Rate shall be determined in accordance with the provisions below relating to ISDA Determination, Screen Rate Determination, CMS Rate Determination or Rates Variance Determination, depending upon which is specified to be applicable the relevant Issue Terms.

(a) **ISDA Determination**

Where "ISDA Determination" is specified in the relevant Issue Terms as the manner in which an Underlying Rate is to be determined, such Underlying Rate in respect of any Reference Date or Averaging Reference Date shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this Asset Condition 5.3, "**ISDA Rate**" for a Reference Date or Averaging Reference Date means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction that is governed by an ISDA Master Agreement which incorporates the ISDA Definitions and under which:

(i) the Floating Rate Option is as specified in the relevant Issue Terms;

(ii) the Designated Maturity is the period specified as such in the relevant Issue Terms; and

(iii) the relevant Reset Date is each date specified as such in the relevant Issue Terms,

provided that, if no Benchmark Rate Event has occurred and the Underlying Rate cannot be determined in accordance with the foregoing provisions of this paragraph (a), the Underlying Rate shall be determined by the Calculation Agent, in consultation with the Bank, in a commercially reasonable manner. If a Benchmark Rate Event has occurred, Base General Conditions 5(l) (*Benchmark Rate Event*), 5(m) (*Specific Provisions for Certain Benchmark Rates*), 5(n) (*Interim Measures*) and 7(i) (*Redemption Following Benchmark Rate Event*) shall apply.

For the purposes of this paragraph (a), "**Floating Rate**", "**Floating Rate Option**", "**Designated Maturity**", "**Reset Date**" and "**Swap Transaction**" have the meanings given to them in the ISDA Definitions.

(b) **Screen Rate Determination**

(I) If "Applicable – Term Rate" is specified as the method of Screen Rate Determination in the applicable Issue Terms:

(i) the Underlying Rate in respect of any Reference Date or Averaging Reference Date shall be determined by the Calculation Agent as a rate equal to the relevant Screen Rate. For the purposes of this Asset Condition 5.3(b)(I), "**Screen Rate**" means, subject as provided below, either:

(A) the offered quotation; or

(B) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Underlying Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Relevant Time on the Reference Date or Averaging Reference Date in question 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 of such offered quotations.

(ii) If no Benchmark Rate Event has occurred and if the Relevant Screen Page is not available or if paragraph (i)(A) above applies and no such offered quotation appears on the Relevant Screen Page or if paragraph (i)(B) above applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case, as at the time specified above, subject as provided below, 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 Underlying Rate as at the Relevant Time on the Reference Date or Averaging Reference Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Underlying Rate for such Reference Date or Averaging Reference Date shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent. If a Benchmark Rate Event has occurred, Base General Conditions 5(l) (*Benchmark Rate Event*) (in which, for the purposes of this Asset Condition 5.3(b)(I), references to "Rate of Interest" shall be construed as references to "Underlying Rate"), 5(m) (*Specific Provisions for Certain Benchmark Rates*), 5(n) (*Interim Measures*) and 7(i) (*Redemption Following Benchmark Rate Event*) shall apply.

(iii) If paragraph (ii) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Underlying Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) 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 the Relevant Time on the relevant Reference Date or Averaging Reference Date, deposits in the Underlying Rate Currency for a period equal to that which would have been used for the relevant Underlying Rate by leading banks in the Relevant Interbank Market or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Underlying Rate Currency for a period equal to that which would have been used for the Underlying Rate, or the arithmetic mean of the offered rates for deposits in the Underlying Rate Currency for a period equal to that which would have been used for the Underlying Rate at which, at the Relevant Time on the relevant Reference Date or Averaging Reference Date, any one or more banks (which bank or banks is or are in the opinion of the Bank suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the Relevant Interbank Market, provided that, if the Underlying Rate cannot be determined in accordance with the foregoing provisions of this paragraph (iii), the Underlying Rate shall be determined by the Calculation Agent, in consultation with the Bank, in a commercially reasonable manner.

(II) If "Applicable – Overnight Rate" is specified as the method of Screen Rate Determination in the applicable Issue Terms:

(i) where the Calculation Method in respect of the relevant Series of Rate Linked Notes is specified in the applicable Issue Terms as being "Compounded Daily", the Underlying Rate in respect of any Reference Date or Averaging Reference Data will be the Compounded Daily Reference Rate where:

"**Compounded Daily Reference Rate**" means, with respect to the Reference Period in relation to such Reference Date or Averaging Reference Date, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the applicable Issue Terms and further provided for below) as the reference rate for the calculation of rate of return) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Underlying Rate, as specified in the applicable Issue Terms) on the Underlying Rate Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{r_{\text{i - pBD}} \times \text{n}_\text{i}}{D}\right)-1\right]\times\frac{D}{d}$$

where:

"**D**" is the number specified in the applicable Issue Terms;

"**d**" is the number of calendar days in the relevant Reference Period;

"**d_o**" is the number of Business Days in the relevant Reference Period;

"**i**" is a series of whole numbers from one to d_o, each representing the relevant Business Day in chronological order from, and including, the first Business Day in the relevant Reference Period;

"**Business Day**" or "**BD**", in this Asset Condition 5.3(b)(II) has the meaning set out in Base General Condition 2, save that where "SOFR" is specified as the Reference Rate, it means a U.S. Government Securities Business Day;

"**n_i**", for any Business Day "i", means the number of calendar days from and including such Business Day "i" up to but excluding the following Business Day;

"**p**" means, for any Reference Period:

a. where "Lag" is specified as the Observation Method in the applicable Issue Terms, the number of Business Days included in the Observation Look-Back Period specified in the applicable Issue Terms (or, if no such number is specified five Business Days);

b. where "Lock-out" is specified as the Observation Method in the applicable Issue Terms, zero;

"**r**" means:

a. where in the applicable Issue Terms "SONIA" is specified as the Reference Rate and "Lag" is specified as the Observation Method, in respect of any Business Day, the SONIA rate in respect of such Business Day;

b. where in the applicable Issue Terms "SOFR" is specified as the Reference Rate and "Lag" is specified as the Observation Method, in respect of any Business Day, the SOFR in respect of such Business Day;

c. where in the applicable Issue Terms "SONIA" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

1. in respect of any Business Day "i" that is an Underlying Rate Reference Day, the SONIA rate in respect of the Business Day immediately preceding such Underlying Rate Reference Day, and

2. in respect of any Business Day "i" that is not an Underlying Rate Reference Day (being a Business Day in the Reference Lock-out Period), the SONIA rate in respect of the Business Day immediately preceding the last Underlying Rate Reference Day of the relevant Reference Period (such last Underlying Rate Reference Day coinciding with the Underlying Rate Determination Date); and

d. where in the applicable Issue Terms "SOFR" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

1. in respect of any Business Day "i" that is an Underlying Rate Reference Day, the SOFR in respect of the Business Day immediately preceding such Underlying Rate Reference Day, and

2. in respect of any Business Day "i" that is not an Underlying Rate Reference Day (being a Business Day in the Reference Lock-out Period), the SOFR in respect of the Business Day immediately preceding the last Underlying Rate Reference Day of the relevant Reference Period (such last Underlying Rate Reference Day coinciding with the Underlying Rate Determination Date); and

"r_{i-pBD}" means the applicable Reference Rate as set out in the definition of "r" above for, where "Lag" is specified as the Observation Method in the applicable Issue Terms, the Business Day (being a Business Day falling in the relevant Reference Observation Period) falling "p" Business Days prior to the relevant Business Day "i" or, where "Lock-out" is specified as the Observation Method in the applicable Issue Terms, the relevant Business Day "i".

(ii) where the Calculation Method in respect of the relevant Series of Rate Linked Notes is specified in the applicable Issue Terms as being "Weighted Average", the Underlying Rate in respect of any Reference Data or Averaging Reference Date will be the Weighted Average Reference Rate (as defined below) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Underlying Rate, as specified in the applicable Issue Terms) on the Underlying Rate Determination Date and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards, where:

"**Weighted Average Reference Rate**" means:

a. where "Lag" is specified as the Observation Method in the applicable Issue Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Reference Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Reference Observation Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day; and

b. where "Lock-out" is specified as the Observation Method in the applicable Issue Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Reference Period, calculated by multiplying each relevant Reference Rate by the number of days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Reference Period, provided however that for any calendar day of such Reference Period falling in the Reference Lock-out Period, the relevant Reference Rate for each day during that Reference Lock-out Period will be deemed to be the Reference Rate in effect for the Underlying Rate Reference Day immediately preceding the first day of such Reference Lock-out Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day.

(iii) subject to Base General Condition 5(l) (*Benchmark Rate Event*) (in which, for the purposes of this Asset Condition 5.3(b)(II), references to "Rate of Interest" shall be construed as references to "Underlying Rate"), where "SONIA" is specified as the Reference Rate in the applicable Issue Terms, if, in respect of any Business Day, SONIA is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such Reference Rate shall be:

1. (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant Business Day; plus (ii) the mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate, or

2. if such Bank Rate is not available, the SONIA rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding Business Day on which the SONIA rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), and

in each case, "r" shall be interpreted accordingly.

(iv) subject to Base General Condition 5(l) (*Benchmark Rate Event*) (in which, for the purposes of this Asset Condition 5.3(b)(II), references to "Rate of Interest" shall be construed as references to "Underlying Rate"), where "SOFR" is specified as the Reference Rate in the applicable Issue Terms, if, in respect of any Business Day, the Reference Rate is not available, such Reference Rate shall be the SOFR for the first preceding Business Day on which the SOFR was published on the New York Fed's Website, and "r" shall be interpreted accordingly.

(v) In the event that the Underlying Rate cannot be determined in accordance with the foregoing provisions, but without prejudice to Base General Condition 5(l) (*Benchmark Rate Event*) (in which, for the purposes of this Asset Condition 5.3(b)(II), references to "Rate of Interest" shall be construed as references to "Underlying Rate"), the Underlying Rate shall be (i) that determined as at the last preceding Underlying Rate Determination Date or (ii) if there is no such preceding Underlying Rate Determination Date, the Specified Underlying Rate.

If the relevant Series of Notes become due and payable in accordance with Base General Condition 11 (*Events of Default and Enforcement*), the final Underlying Rate

Determination Date shall, notwithstanding any Underlying Rate Determination Date specified in the applicable Issue Terms, be deemed to be the date on which such Notes became due and payable and the Underlying Rate on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

(c) **CMS Rate Determination**

(x) Where "CMS Rate Determination" is specified in the relevant Issue Terms as the manner in which an Underlying Rate is to be determined, such Underlying Rate in respect of any Reference Date or Averaging Reference Date will, subject as provided below, be the annual swap rate or semi-annual swap rate, as the case may be (the "**CMS Rate**"), for swap transactions in the CMS Currency with a maturity of the CMS Designated Maturity, expressed as a percentage, which appears on the CMS Screen Page as of the CMS Reference Time on the CMS Determination Date.

(y) If no Benchmark Rate Event has occurred and if the CMS Screen Page is not available or if the relevant swap rate does not appear on the CMS Screen Page as at the CMS Reference Time on the CMS Determination Date, the Calculation Agent shall request each of the CMS Reference Banks to provide the Calculation Agent with its mid-market swap rate quotation (expressed as a percentage) at approximately the CMS Reference Time on the CMS Determination Date in question. For this purpose, the mid-market swap rate means the arithmetic mean of the bid and offered rates for the annual or, as the case may be, semi-annual fixed leg, calculated on a 30/360 day count fraction basis, of a fixed-for-floating CMS Currency interest rate swap with a term equal to the CMS Designated Maturity commencing on the Reference Date or Averaging Reference Date in question with an acknowledged dealer of good credit in the swap market for an amount that is representative of transactions in the relevant market at the relevant time, where the floating leg is equivalent to the floating rate on the basis of which the relevant CMS Rate is determined. If at least three quotations are received, the Underlying Rate for such Reference Date or Averaging Reference Date shall be the arithmetic mean of such offered quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest), as determined by the Calculation Agent. If a Benchmark Rate Event has occurred, Base General Conditions 5(l) (*Benchmark Rate Event*), 5(m) (*Specific Provisions for Certain Benchmark Rates*), 5(n) (*Interim Measures*) and 7(i) (*Redemption Following Benchmark Rate Event*) shall apply.

(z) If an Underlying Rate cannot be determined in accordance with the foregoing provisions of paragraph (y) above, such Underlying Rate shall be determined by the Calculation Agent, in consultation with the Bank, in a commercially reasonable manner.

(d) **Rates Variance Determination**

Where "Rates Variance Determination" is specified in the relevant Issue Terms as the manner in which an Underlying Rate is to be determined, the Underlying Rate in respect of any Reference Date or Averaging Reference Date shall be determined by the Calculation Agent as a rate equal to the Variable Rate. For the purposes of this Asset Condition 5.3, "**Variable Rate**" means the rate equal to:

$$Underlying\ Rate_1 - Underlying\ Rate_2,$$

provided that, if no Benchmark Rate Event has occurred and the Underlying Rate cannot be determined in accordance with the foregoing provisions of this Asset Condition 5.3 (*Determination of the Underlying Rate*), the Underlying Rate shall be determined by the Calculation Agent in consultation with the Bank. If a Benchmark Rate Event has occurred, Base General Conditions 5(l) (*Benchmark Rate Event*), 5(m) (*Specific Provisions for Certain Benchmark Rates*), 5(n) (*Interim Measures*) and 7(i) (*Redemption Following Benchmark Rate Event*) shall apply.

5.4 Underlying Rate Basket Level

Where the Rate Linked Notes relate to a Basket of Underlying Rates, the Calculation Agent shall calculate the level of the Basket of Underlying Rates (the "**Underlying Rate Basket Level**") in respect of each Reference Date as follows:

(a) if "Weighted Average" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Averaging Reference Dates in respect of such Reference Date, the Aggregate Weighted Underlying Rate in respect of such Reference Date; or

(ii) there are Averaging Reference Dates in respect of such Reference Date, the arithmetic mean of the Aggregate Weighted Underlying Rates in respect of each such Averaging Reference Date; or

(b) if "Best-Of" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Averaging Reference Dates in respect of such Reference Date, the Underlying Rate of the Best Performing Basket Component as at the Reference Time on such Reference Date; or

(ii) there are Averaging Reference Dates in respect of such Reference Date, the arithmetic mean of the Underlying Rates of the Best Performing Basket Component as at the Reference Time on each of such Averaging Reference Dates; or

(c) if "Worst-Of" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Averaging Reference Dates in respect of such Reference Date, the Underlying Rate of the Worst Performing Basket Component as at the Reference Time on such Reference Date; or

(ii) there are Averaging Reference Dates in respect of such Reference Date, the arithmetic mean of the Underlying Rates of the Worst Performing Basket Component as at the Reference Time on each of the relevant Averaging Reference Dates.

5.5 Barrier Events

(a) Coupon Barrier Event

A "**Coupon Barrier Event**" shall be deemed to occur if the Calculation Agent determines that the Underlying Rate or the Underlying Rate Basket Level as of any Coupon Barrier Observation Time on any Coupon Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Coupon Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than or equal to"), as the case may be, the Coupon Barrier on such Coupon Barrier Observation Date.

(b) Redemption Barrier Event

A "**Redemption Barrier Event**" shall be deemed to occur if the Calculation Agent determines that the Underlying Rate or Underlying Rate Basket Level as of any Redemption Barrier Observation Time on any Redemption Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Redemption Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Redemption Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Redemption Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Redemption Barrier Event – Greater than or equal to"), as the case may be, the Redemption Barrier on such Redemption Barrier Observation Date.

(c) Coupon Lock-in Event

A "**Coupon Lock-in Event**" shall be deemed to occur if the Calculation Agent determines that the Underlying Rate or Underlying Rate Basket Level as of any Coupon Barrier Observation Time on any Coupon Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Coupon Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than or equal to"), as the case may be, the Coupon Lock-in Barrier on such Coupon Barrier Observation Date.

(d) Autocall Barrier Event

An "**Autocall Barrier Event**" shall be deemed to occur in respect of an Underlying Rate or Basket of Underlying Rates if the Calculation Agent determines that the Underlying Rate or the Underlying Rate Basket Level, as the case may be, as of any Autocall Barrier Observation Time on any Autocall Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Autocall Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Autocall Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Autocall Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Autocall Barrier Event – Greater than or equal to"), as the case may be, the corresponding Autocall Barrier on such Autocall Barrier Observation Date.

5.6 Look-Back

If "**Look-Back Provisions**" is specified to be applicable in the relevant Issue Terms, the Calculation Agent shall determine the Underlying Rate or Underlying Rate Basket Level (as the case may be) as at the Look-Back Observation Time on each Look-Back Observation Date, and the Initial Underlying Rate or Initial Underlying Rate Basket Level (as the case may be) shall be:

(a) if "Look-Back – Lowest" is specified to be applicable in the relevant Issue Terms, the lowest Underlying Rate or Underlying Rate Basket Level (as the case may be) so determined, subject to a minimum equal to the Look-Back Floor and a maximum equal to the Look-Back Cap; or

(b) if "Look-Back – Highest" is specified to be applicable in the relevant Issue Terms, the highest Underlying Rate or Underlying Rate Basket Level (as the case may be) so determined, subject to a minimum equal to the Look-Back Floor and a maximum equal to the Look-Back Cap.

5.7 Definitions

"**Aggregate Weighted Underlying Rate**" means, in respect of a Reference Date or Averaging Reference Date, the sum of the Weighted Underlying Rates of all the Basket Components in respect of such Reference Date or Averaging Reference Date.

"**Autocall Barrier**" means, in respect of each Underlying Rate or Basket of Underlying Rates (as the case may be) and any Autocall Barrier Period specified under the heading "Autocall Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Underlying Rate or Initial Underlying Rate Basket Level) specified under the heading "Autocall Barrier" in such table adjacent to the relevant Autocall Barrier Period.

"**Autocall Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Autocall Barrier Observation Period, subject in each case to any adjustment pursuant to the definition of "Observation Date" in this Asset Condition 5.7 (*Definitions*).

"**Autocall Barrier Observation Period**" means the period specified as such in the relevant Issue Terms.

"**Autocall Barrier Observation Time**" means:

(i) the time specified as such in the relevant Issue Terms, or if no time is specified:

(a) in respect of an Underlying Rate for which "ISDA Determination" is specified to be applicable in the relevant Issue Terms, the time determined in accordance with the relevant definition of the Floating Rate Option in the ISDA Definitions;

(b) in respect of an Underlying Rate for which "Screen Rate Determination" is specified to be applicable in the relevant Issue Terms, the Relevant Time; or

(c) in respect of an Underlying Rate for which "CMS Rate Determination" is specified to be applicable in the relevant Issue Terms, the CMS Reference Time.

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of an Underlying Rate, all times in each Autocall Barrier Observation Date at which such Underlying Rate can be observed.

"**Autocall Barrier Period**" means each period specified as such in the relevant Issue Terms.

"**Averaging Date**" means, in respect of each Underlying Rate, each date specified as such in the relevant Issue Terms, or if such day is not an Underlying Rate Business Day, the immediately following Underlying Rate Business Day for such Underlying Rate.

"**Averaging Reference Date**" means each Initial Averaging Date and Averaging Date.

"**Basket**" means a basket comprising the Basket Components specified in the relevant Issue Terms in the Weights specified for each Basket Component in the relevant Issue Terms.

"**Basket Component**" means, in respect of a Basket, each Underlying Rate comprising such Basket.

"**Best Performing Basket Component**" means, in respect of a Basket of Underlying Rates and any Reference Date, the Basket Component with the highest Underlying Rate Performance in respect of such Reference Date, as determined by the Calculation Agent (provided that if two or more Basket Components have the same highest Underlying Rate Performance, the Calculation Agent shall determine which Basket Component shall be the Best Performing Basket Component in its sole and absolute discretion, and such Basket Component shall be the Best Performing Basket Component).

"**CMS Business Centre**" means the financial centre(s) specified as such in the relevant Issue Terms or, if none are so specified, (i) if the CMS Currency is GBP, London; (ii) if the CMS Currency is USD, U.S. Government Securities Business Day; (iii) if the CMS Currency is EUR, any financial centre(s) in which the TARGET System is operating; or (iv) if the CMS Currency is any other currency, London.

"**CMS Business Day**" means a day (i) on which commercial banks and foreign exchange markets settle payments in each CMS Business Centre, and (ii) if "U.S. Government Securities Business Day" is a CMS Business Centre, which is a U.S. Government Securities Business Day.

"**CMS Currency**" means the currency specified as such in the relevant Issue Terms.

"**CMS Designated Maturity**" means the maturity specified as such in the relevant Issue Terms.

"**CMS Determination Date**" means, in respect of a Reference Date or Averaging Reference Date, the date specified as such in the relevant Issue Terms.

"**CMS Rate**" has the meaning given to it in Asset Condition 5.3(c) (*CMS Rate Determination*).

"**CMS Reference Banks**" means the CMS Reference Banks Number of leading swap dealers in the CMS Relevant Interbank Market selected by the Calculation Agent.

"**CMS Reference Banks Number**" means the number specified as such in the relevant Issue Terms, or if no number is so specified, five.

"**CMS Reference Time**" means the time specified as such in the relevant Issue Terms or, if no time is so specified: (i) if the CMS Currency is GBP, 11.00 a.m. London time; (ii) if the CMS Currency is USD, 11.00 a.m. New York time; or (iii) if the CMS Currency is EUR, 11.00 a.m. Brussels time.

"**CMS Relevant Interbank Market**" means the interbank market in the jurisdiction specified in the relevant Issue Terms or, if no jurisdiction is so specified, (i) if the CMS Currency is euro, the Euro-zone interbank market, (ii) if the CMS Currency is U.S. dollars, New York City or (iii) otherwise, London.

"**CMS Screen Page**" means the screen page specified as such in the relevant Issue Terms, or any successor page as determined by the Calculation Agent.

"**Coupon Barrier**" means, in respect of each Underlying Rate or the Basket of Underlying Rates (as the case may be) and any Coupon Barrier Period specified under the heading "Coupon Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Underlying Rate or Initial Underlying Rate Basket Level) specified under the heading "Coupon Barrier" in such table adjacent to the relevant Coupon Barrier Period.

"**Coupon Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Coupon Barrier Observation Period, subject in each case to any adjustment pursuant to the definition of "Observation Date" in this Asset Condition 5.7 (*Definitions*).

"**Coupon Barrier Observation Period**" means the period specified as such in the relevant Issue Terms.

"**Coupon Barrier Observation Time**" means:

(i) the time specified as such in the relevant Issue Terms, or if no time is specified:

  (a) in respect of an Underlying Rate for which "ISDA Determination" is specified to be applicable in the relevant Issue Terms, the time determined in accordance with the relevant definition of the Floating Rate Option in the ISDA Definitions;

  (b) in respect of an Underlying Rate for which "Screen Rate Determination" is specified to be applicable in the relevant Issue Terms, the Relevant Time; or

  (c) in respect of an Underlying Rate for which "CMS Rate Determination" is specified to be applicable in the relevant Issue Terms, the CMS Reference Time.

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of an Underlying Rate, all times in each Coupon Barrier Observation Date at which such Underlying Rate can be observed.

"**Coupon Lock-in Barrier**" means, in respect of each Underlying Rate or Basket of Underlying Rates (as the case may be) and any Coupon Barrier Period specified under the heading "Coupon Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Underlying Rate or Initial Underlying Rate Basket Level) specified under the heading "Coupon Lock-in Barrier" in such table adjacent to the relevant Coupon Barrier Period.

"**Initial Averaging Date**" means, in respect of each Underlying Rate, each date specified as such in the relevant Issue Terms, or if such day is not an Underlying Rate Business Day, the immediately following Underlying Rate Business Day for such Underlying Rate.

"**Initial Setting Date**" means, in respect of each Underlying Rate, the date specified as such in the relevant Issue Terms, or if such day is not an Underlying Rate Business Day, the immediately following Underlying Rate Business Day for such Underlying Rate.

"**Initial Underlying Rate Basket Level**" means:

(i) where "Look-Back" is not specified to apply, the Underlying Rate Basket Level in respect of the Basket Initial Setting Date determined in accordance with Asset Condition 5.4 (*Underlying Rate Basket Level*); or

(ii) where "Look-Back" is specified to apply, the Underlying Rate Basket Level determined in accordance with the provisions of Asset Condition 5.6 (*Look-Back*).

"**Initial Underlying Rate**" means:

(i) where "Look-Back" is not specified to apply:

(a) where the relevant Issue Terms specify that there are no Initial Averaging Dates in respect of the Initial Setting Date, the Underlying Rate at the Valuation Time on the Initial Setting Date; or

(b) where the relevant Issue Terms specify that there are Initial Averaging Dates in respect of the Initial Setting Date, the arithmetic mean of the Underlying Rate at the Valuation Time on each such Initial Averaging Date; or

(ii) where "Look-Back" is specified to apply, the Underlying Rate determined in accordance with the provisions of Asset Condition 5.6 (*Look-Back*).

"**ISDA Definitions**" means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., and in respect of the Notes, as amended and supplemented up to and including the Issue Date for the first Tranche of the Notes (or as otherwise specified in the relevant Issue Terms).

"**ISDA Master Agreement**" means the 1992 ISDA Master Agreement or the 2002 ISDA Master Agreement, as published by the International Swaps and Derivatives Association, Inc., and in respect of the Notes, as amended and supplemented up to and including the Issue Date for the first Tranche of the Notes.

"**ISDA Rate**" has the meaning given to it in Asset Condition 5.3(a) (*ISDA Determination*).

"**Look-Back Cap**" means the price, rate, level, percentage or other value (if any) specified as such in the relevant Issue Terms.

"**Look-Back Floor**" means the price, rate, level, percentage or other value (if any) specified as such in the relevant Issue Terms.

"**Look-Back Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Look-Back Observation Period, subject in each case to any adjustment pursuant to the definition of "Observation Date" in this Asset Condition 5.7 (*Definitions*).

"**Look-Back Observation Period**" means each period specified as such in the relevant Issue Terms.

"**Look-Back Observation Time**" means:

(i) the time specified as such in the relevant Issue Terms, or if no time is specified:

(a) in respect of an Underlying Rate for which "ISDA Determination" is specified to be applicable in the relevant Issue Terms, the time determined in accordance with the relevant definition of the Floating Rate Option in the ISDA Definitions;

(b) in respect of an Underlying Rate for which "Screen Rate Determination" is specified to be applicable in the relevant Issue Terms, the Relevant Time; or

(c) in respect of an Underlying Rate for which "CMS Rate Determination" is specified to be applicable in the relevant Issue Terms, the CMS Reference Time.

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of an Underlying Rate, all times in each Look-Back Observation Date at which such Underlying Rate can be observed.

"**Observation Date**" means, in respect of each Underlying Rate:

(i) each Coupon Barrier Observation Date;

(ii) each Redemption Barrier Observation Date;

(iii) each Look-Back Observation Date;

(iv) each Autocall Barrier Observation Date; and

(v) any other date specified as such in the relevant Issue Terms,

provided that, if any such date is not an Underlying Rate Business Day, the Observation Date shall be the immediately following Underlying Rate Business Day in respect of such Underlying Rate.

"**Redemption Barrier**" means, in respect of each Underlying Rate or the Basket of Underlying Rates (as the case may be) and any Redemption Barrier Period specified under the heading "Redemption Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Underlying Rate or Initial Underlying Rate Basket Level) specified under the heading "Redemption Barrier" in such table adjacent to the relevant Redemption Barrier Period.

"**Redemption Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Redemption Barrier Observation Period, subject in each case to any adjustment pursuant to the definition of "Observation Date" in this Asset Condition 5.7 (*Definitions*).

"**Redemption Barrier Observation Period**" means the period specified as such in the relevant Issue Terms.

"**Redemption Barrier Observation Time**" means:

(i) the time specified as such in the relevant Issue Terms, or if no time is specified:

(a) in respect of an Underlying Rate for which "ISDA Determination" is specified to be applicable in the relevant Issue Terms, the time determined in accordance with the relevant definition of the Floating Rate Option in the ISDA Definitions;

(b) in respect of an Underlying Rate for which "Screen Rate Determination" is specified to be applicable in the relevant Issue Terms, the Relevant Time; or

(c) in respect of an Underlying Rate for which "CMS Rate Determination" is specified to be applicable in the relevant Issue Terms, the CMS Reference Time.

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of an Underlying Rate, all times in each Redemption Barrier Observation Date at which such Underlying Rate can be observed.

"**Redemption Barrier Period**" means each period specified as such in the relevant Issue Terms.

"**Reference Banks**" means the entities specified as such in the Issue Terms or, if none are so specified, (i) in the case of a determination of GBP LIBOR, USD LIBOR, CHF LIBOR, JPY LIBOR or SONIA, the principal London office of four major banks in the London interbank market; (ii) in the case of a determination of EURIBOR or EONIA, the principal Eurozone office of four major banks in the Eurozone interbank market; (iii) in the case of a determination of BBSW, the principal Sydney office of the five financial institutions authorized to quote on the Reuters Screen BBSW Page; (iv) in the case of a determination of CDOR, the principal Toronto office of four major Canadian Schedule 1 chartered banks; (v) in the case of a determination of HIBOR, the principal Hong Kong office of four major banks in the Hong Kong interbank market; (vi) in the case of a determination of NIBOR, the principal Oslo office of four major banks in the Oslo interbank market; (vii) in the case of a determination of SIBOR, the principal Singapore office of four major banks in the Singapore interbank market; (viii) in the case of a determination of STIBOR, the principal Stockholm office of four major banks in the Stockholm interbank market; or (ix) in the case of a determination of TIBOR, the principal Tokyo office of four major banks in the Tokyo interbank market, in each case selected by the Calculation Agent in consultation with the Company or as specified in the relevant Issue Terms.

"**Reference Date**" means, in respect of an Underlying Rate, each Initial Setting Date, Observation Date or Valuation Date, subject to adjustment in accordance with this Asset Condition 5 (*Rate Linked Notes*).

"**Reference Lock-out Period**" means the period from, and including, the day following the Underlying Rate Determination Date to, but excluding, the corresponding Reference Date or Averaging Reference Date.

"**Reference Observation Period**" means, in respect of a Reference Period, the period from and including the date falling "p" Business Days prior to the first day of the relevant Reference Period and ending on, but excluding the date which is "p" Business Days prior to the Reference Date or Averaging Reference Date in relation to such Reference Period.

"**Reference Period**" means in relation to a Reference Date or an Averaging Reference Date, the period comprising the Specified Number of calendar days or the Specified Number of calendar months, as specified in the Issue Terms, ending on and excluding such Reference Date or Averaging Reference Date.

"**Reference Rate**" means: (i) the Sterling London interbank offered rate ("**GBP LIBOR**"); (ii) the Dollar London interbank offered rate ("**USD LIBOR**"); (iii) the Swiss Franc London interbank offered rate ("**CHF LIBOR**"); (iv) the Yen London Interbank offered rate ("**JPY LIBOR**"); (v) the Eurozone interbank offered rate ("**EURIBOR**"); (vi) the Australian Bank Bill Swap rate ("**BBSW**"); (vii) the Canadian Dollar bankers acceptances rate ("**CDOR**"); (viii) the Hong Kong interbank offered rate ("**HIBOR**"); (ix) the Singapore dollars interbank offered rate ("**SIBOR**"); (x) the Stockholm interbank offered rate ("**STIBOR**"); (xi) the Tokyo interbank offered rate ("**TIBOR**"); (xii) the Norwegian kroner interbank offered rate ("**NIBOR**"), in each case, for the designated maturity as specified in the relevant Issue Terms; (xiii) the European overnight rate index average ("**EONIA**"); (xiv) Sterling overnight index average ("**SONIA**") as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors in each case on the Business Day immediately following the Business Day in respect of which the rate is provided; or (xv) the Secured Overnight Financing Rate ("**SOFR**") as provided by the Federal Reserve Bank of New York, as the

administrator of such rate (or any successor administrator of such rate) on the New York Fed's Website, in each case on or about 5:00p.m. (New York City Time) on the Business Day immediately following the Business Day in respect of which the rate is provided.

"**Reference Time**" means:

(i) in respect of any Valuation Date, Initial Setting Date, Averaging Date or Initial Averaging Date, the Valuation Time;

(ii) in respect of any Coupon Barrier Observation Date, the Coupon Barrier Observation Time;

(iii) in respect of any Redemption Barrier Observation Date, the Redemption Barrier Observation Time;

(iv) in respect of any Autocall Barrier Observation Date, the Autocall Barrier Observation Time; and

(v) in respect of any Look-Back Observation Date, the Look-Back Observation Time.

"**Relevant Interbank Market**" means the market specified as such in the Issue Terms or, if none are so specified, (i) if the Reference Rate is GBP LIBOR, USD LIBOR, CHF LIBOR, JPY LIBOR or SONIA, the London interbank market; (ii) if the Reference Rate is EURIBOR or EONIA, the Eurozone interbank market; (iii) if the Reference Rate is BBSW, the Sydney interbank market; (iv) if the Reference Rate is CDOR, the Toronto interbank market; (v) if the Reference Rate is HIBOR, the Hong Kong interbank market; (vi) if the Reference Rate is NIBOR, the Oslo interbank market; (vii) if the Reference Rate is SIBOR, the Singapore interbank market; (viii) if the Reference Rate is STIBOR, the Stockholm interbank market; or (ix) if the Reference Rate is TIBOR, the Tokyo interbank market.

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service as may be specified in the relevant Issue Terms and any successor thereto as determined by the Calculation Agent in consultation with the Bank.

"**Relevant Time**" means the time specified as such in the Issue Terms or, if none are so specified, (i) if the Reference Rate is GBP LIBOR, SONIA, USD LIBOR, CHF LIBOR or JPY LIBOR, approximately 11.00 a.m. (London time); (ii) if the Reference Rate is EONIA, approximately 4.30 p.m. (Brussels time); (iii) if the Reference Rate is EURIBOR, approximately 11.00 a.m. (Brussels time); (iv) if the Reference Rate is BBSW, approximately 10.00 a.m. (Sydney time); (v) if the Reference Rate is CDOR, approximately 10.00 a.m. (Toronto time); (vi) if the Reference Rate is HIBOR, approximately 11.00 a.m. (Hong Kong time); (vii) if the Reference Rate is NIBOR, approximately 12.00 noon (Oslo time); (viii) if the Reference Rate is SIBOR, approximately 11.00 a.m. (Singapore time); (ix) if the Reference Rate is STIBOR, approximately 11.00 a.m. (Stockholm time); or (x) if the Reference Rate is TIBOR, approximately 11.00 a.m. (Tokyo time).

"**Screen Rate**" has the meaning given to it in Asset Condition 5.3(b) (*Screen Rate Determination*).

"**Specified Number**" means the number specified as such in the Issue Terms.

"**Specified Underlying Rate**" means the initial underlying rate per annum specified in the Issue Terms.

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities.

"**Underlying Rate**" means each ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified as such in the relevant Issue Terms.

"**Underlying Rate$_1$**" means the ISDA Rate, Screen Rate or CMS Rate specified as such in the relevant Issue Terms.

"**Underlying Rate$_2$**" means the ISDA Rate, Screen Rate or CMS Rate specified as such in the relevant Issue Terms.

"**Underlying Rate Basket Level**" has the meaning given to it in Asset Condition 5.4 (*Underlying Rate Basket Level*).

"**Underlying Rate Business Day**" means, in respect of an Underlying Rate, a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in each Underlying Rate Jurisdiction in respect of such Underlying Rate.

"**Underlying Rate Currency**" means, in respect of an Underlying Rate, the currency to which such Underlying Rate relates.

"**Underlying Rate Determination Date**" means, with respect to an Underlying Rate and a Reference Period, the date specified as such in the Issue Terms.

"**Underlying Rate Jurisdiction**" means, in respect of an Underlying Rate, the jurisdiction(s) specified as such in the relevant Issue Terms.

"**Underlying Rate Performance**" means in respect of an Underlying Rate and any Reference Date:

(i) if there are no Averaging Reference Dates in respect of such Reference Date, an amount (expressed as a percentage) determined by the Calculation Agent as being equal to (a) such Underlying Rate at the Reference Time on such Reference Date, divided by (b) the Initial Underlying Rate; or

(ii) if there are Averaging Reference Dates in respect of such Reference Date, an amount (expressed as a percentage) determined by the Calculation Agent as being equal to (a) the arithmetic mean of the Underlying Rates at the Reference Time on each such Averaging Reference Date, divided by (b) the Initial Underlying Rate.

"**Underlying Rate Reference Day**" means each Business Day in the relevant Reference Period, other than any Business Day in the Reference Lock-out Period.

"**Valuation Date**" means, in respect of each Underlying Rate, each date specified as such in the relevant Issue Terms, or if such day is not an Underlying Rate Business Day, the immediately following Underlying Rate Business Day for such Underlying Rate.

"**Valuation Time**" means, unless specified otherwise in the relevant Issue Terms:

(i) in respect of an Underlying Rate which is an ISDA Rate, the time determined in accordance with the relevant definition of the Floating Rate Option in the ISDA Definitions;

(ii) in respect of an Underlying Rate which is a Screen Rate, the Relevant Time; or

(iii) in respect of an Underlying Rate which is a CMS Rate, the CMS Reference Time.

"**Variable Rate**" has the meaning given to it in Asset Condition 5.3(d) (*Rates Variance Determination*).

"**Weight**" means, in respect of each Basket Component comprising a Basket, the percentage specified as the Weight of such Basket Component in the relevant Issue Terms, provided that if "Equal Weight" is specified, the Weight in respect of each Basket Component shall be a percentage equal to 1 divided by the total number of Basket Components.

"**Weighted Underlying Rate** " means, in respect of each Underlying Rate, such Underlying Rate multiplied by its Weight, provided that if "Equal Weight" is specified, the Weight in respect of each

Basket Component shall be a percentage equal to 1 divided by the total number of Basket Components.

"**Worst Performing Basket Component**" means, in respect of a Basket of Underlying Rates and any Reference Date, the Basket Component with the lowest Underlying Rate Performance in respect of such Reference Date, as determined by the Calculation Agent (provided that if two or more Basket Components have the same lowest Underlying Rate Performance, the Calculation Agent shall determine which Basket Component shall be the Worst Performing Basket Component in its sole and absolute discretion, and such Basket Component shall be the Worst Performing Basket Component).

AC Chapter 6: Multi-Asset Basket Linked Asset Conditions

This chapter sets out additional terms and conditions that are only applicable to Multi-Asset Basket Linked Notes.

The following are the conditions (the "**Multi-Asset Basket Linked Asset Conditions**") that will apply to Multi-Asset Basket Linked Notes. These Multi-Asset Basket Linked Asset Conditions are subject to supplement or completion in accordance with the relevant Issue Terms and any applicable Payout Conditions. In the case of any inconsistency between these Multi-Asset Basket Linked Asset Conditions and the Base General Conditions, these Multi-Asset Basket Linked Asset Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Multi-Asset Basket Linked Asset Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Multi-Asset Basket Linked Asset Conditions or elsewhere in the Base Conditions applicable to the Multi-Asset Basket Linked Notes will have the meanings given to them in the relevant Issue Terms. References in these Multi-Asset Basket Linked Asset Conditions to "Multi-Asset Basket Linked Notes" are to the Multi-Asset Basket Linked Notes of one Series only, not to all Multi-Asset Basket Linked Notes that may be issued under the Programme.

6 Multi-Asset Basket Linked Notes

6.1 Maturity Date Extension

If the Notes are Multi-Asset Basket Linked Redemption Notes and if "Maturity Date Extension" is specified in the relevant Issue Terms as being applicable, where the Final Redemption Amount is determined in respect of a Basket Reference Date or final Basket Averaging Reference Date, and where the Basket Reference Date or final Basket Averaging Reference Date falling immediately prior to the Maturity Date is postponed as a result of the occurrence of a Disrupted Day, the relevant Maturity Date, shall be the later of:

(a) the date specified in the relevant Issue Terms as the Maturity Date (the "**Scheduled Maturity Date**"); and

(b) the day falling the Number of Extension Business Days after the postponed Basket Reference Date or final Basket Averaging Reference Date, as the case may be.

If the relevant Maturity Date is postponed pursuant to this Asset Condition 6.1 (i) the Final Redemption Amount will be due on the relevant date as so postponed without any interest or other sum payable in respect of the postponement of the payment of such Final Redemption Amount; (ii) the Bank (or the Calculation Agent on its behalf) shall notify the Fiscal Agent or CMU Fiscal Agent of such postponement not less than three Business Days prior to the Scheduled Maturity Date and of the postponed Maturity Date not less than three Business Days prior to such postponed Maturity Date; and (iii) the Fiscal Agent or CMU Fiscal Agent shall notify Euroclear, Clearstream, Luxembourg and/or the CMU Service (as applicable) not less than two Business Days prior to the Scheduled Maturity Date and not less than two Business Days prior to such postponed Maturity Date.

6.2 Payment Date Extension

If the Notes are (a) Multi-Asset Basket Linked Interest Notes and "Payment Date Extension" is specified in the relevant Issue Terms as being applicable and/or (b) Multi-Asset Basket Linked Autocall Notes and "Autocall Payment Date Extension" is specified in the relevant Issue Terms as being applicable, where the Rate of Interest is determined in respect of a Basket Reference Date or final Basket Averaging Reference Date, and such Basket Reference Date or final Basket Averaging Reference Date is postponed as a result of the occurrence of a Disrupted Day, the Interest Payment

Date relating to such postponed Basket Reference Date or final Basket Averaging Reference Date, as the case may be, shall be the later of:

(i) the Interest Payment Date specified in the relevant Issue Terms (the "**Scheduled Payment Date**");

(ii) if the Notes are Multi-Asset Basket Linked Interest Notes and "Payment Date Extension" is specified in the relevant Issue Terms as being applicable, the day falling the Number of Extension Business Days after such postponed Basket Reference Date or final Basket Averaging Reference Date, as the case may be; and

(iii) if the Notes are Multi-Asset Basket Linked Autocall Notes and "Autocall Payment Date Extension" is specified in the relevant Issue Terms as being applicable, the day falling five Business Days after the last Autocall Barrier Observation Date in respect of the relevant Interest Period.

If any amount is payable on an Interest Payment Date in respect of a Multi-Asset Basket Linked Interest Note or Multi-Asset Basket Linked Autocall Note and such Interest Payment Date is postponed pursuant to this Asset Condition 6.2, (A) such amount will be due on the Interest Payment Date as so postponed without any interest or other sum payable in respect of the postponement of the payment of such amount; (B) the Bank (or the Calculation Agent on its behalf) shall notify the Fiscal Agent or CMU Fiscal Agent of such postponement not less than three Business Days prior to the relevant Interest Payment Date and of the relevant postponed Interest Payment Date not less than three Business Days prior to such postponed Interest Payment Date; and (C) the Fiscal Agent or CMU Fiscal Agent shall notify Euroclear, Clearstream, Luxembourg and/or the CMU Service (as applicable) not less than two Business Days prior to the relevant Interest Payment Date and not less than two Business Days prior to such postponed Interest Payment Date.

6.3 Multi-Asset Basket Level

The Calculation Agent shall calculate the level of the Multi-Asset Basket (the "**Multi-Asset Basket Level**") in respect of each Basket Reference Date as follows:

(a) if "Weighted Average" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Basket Averaging Reference Dates in respect of such Basket Reference Date, the Aggregate Weighted Basket Component Level in respect of such Basket Reference Date; or

(ii) there are Basket Averaging Reference Dates in respect of such Basket Reference Date, the arithmetic mean of the Aggregate Weighted Basket Component Levels in respect of each such Basket Averaging Reference Date; or

(b) if "Best-Of" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Basket Averaging Reference Dates in respect of such Basket Reference Date, the Basket Component Level of the Best Performing Basket Component as at the Reference Time on the relevant Reference Date; or

(ii) there are Basket Averaging Reference Dates in respect of such Basket Reference Date, the arithmetic mean of the Basket Component Levels of the Best Performing Basket Component as at the Reference Time on each of the relevant Averaging Reference Dates; or

(c) if "Worst-Of" is specified as applicable in the relevant Issue Terms, and:

(i) there are no Basket Averaging Reference Dates in respect of such Basket Reference Date, the Basket Component Level of the Worst Performing Basket Component as at the Reference Time on the relevant Reference Date; or

(ii) there are Basket Averaging Reference Dates in respect of such Basket Reference Date, the arithmetic mean of the Basket Component Levels of the Worst Performing Basket Component as at the Reference Time on each of the relevant Averaging Reference Dates.

6.4 Basket Component Adjustment Provisions

In respect of each Basket Component that is:

(a) an Index, the provisions of Asset Condition 1.4 (*Index Adjustment Provisions*) shall apply in full to such Index;

(b) an FX Rate, the provisions of Asset Condition 3.4 (*Currency Adjustment Provisions*) and Asset Condition 3.7 (*EM Currency Provisions*) shall apply in full to such FX Rate; and

(c) a Commodity, the provisions of Asset Condition 4.4 (*Commodity Adjustment Provisions*) shall apply in full to such Commodity.

6.5 Consequences of Disrupted Days: Reference Dates

(a) Subject to Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*), Asset Condition 4.4(c)(3) (*Adjustments to Commodity Index*), Asset Condition 4.5(c) (*Commodity Administrator/Benchmark Event Date*) and Asset Conditions 6.5(b) to (e) below, if the Calculation Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component that is:

(i) an FX Rate, the Calculation Agent shall determine the FX Rate in respect of such Scheduled Reference Date in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate; or

(ii) a Commodity, the Calculation Agent shall determine the Relevant Commodity Price in respect of such Scheduled Reference Date in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Relevant Commodity Price and, if more than one Commodity Disruption Fallback provides a Relevant Commodity Price, in accordance with the Commodity Disruption Fallback selected by the Calculation Agent in its sole and absolute discretion.

(b) Subject to Asset Condition 1.4(b) (*Adjustments to an Index*), where "Common Scheduled Trading Days" is specified not to be applicable in the relevant Issue Terms, if the Calculation Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component that is an Index, then:

(i) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and

(ii) the Reference Date for each Index in respect of which the Scheduled Reference Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the earlier of (A) the first Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component and (B) the Reference Cut-Off Date for such Affected Basket Component.

(c) Subject to Asset Condition 1.4(b) (*Adjustments to an Index*), where "Common Scheduled Trading Days" and "Individual Disrupted Days" are both specified to be applicable in the

relevant Issue Terms, if the Calculation Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component that is an Index, then:

(i) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and

(ii) the Reference Date for each Index in respect of which the Scheduled Reference Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the earlier of (A) the first Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component and (B) the Reference Cut-Off Date for such Affected Basket Component (notwithstanding that such day may not be a Common Scheduled Trading Day).

(d) Subject to Asset Condition 1.4(b)(*Adjustments to an Index*), where "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, if the Calculation Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component that is an Index, then the Reference Date for each Basket Component shall be the earlier of (i) the first Common Scheduled Trading Day following the Scheduled Reference Date that is not a Disrupted Day for any Basket Component and (ii) the Reference Cut-Off Date (notwithstanding that such day may not be a Common Scheduled Trading Day).

(e) If, in respect of any Basket Component, a Reference Date falls on the relevant Reference Cut-Off Date pursuant to Asset Conditions 6.4 to (c) above:

(i) if such Reference Cut-Off Date is not a Disrupted Day for such Basket Component, the Calculation Agent shall determine the Basket Component Level of such Basket Component as at the Reference Time on such Reference Cut-Off Date; or

(ii) if such Reference Cut-Off Date is a Disrupted Day for such Basket Component, the Calculation Agent shall determine the Basket Component Level for such Basket Component as at the Reference Time on the Reference Cut-Off Date in accordance with:

(A) Index Linked Asset Condition 1.5(e) (*Consequences of Disrupted Days: Reference Dates*), if such Basket Component is an Index;

(B) Currency Linked Asset Condition 3.6 (*FX Disruption Provisions*), if such Basket Component is an FX Rate; or

(C) Commodity Linked Asset Condition 4.5 (*Commodity Disruption Provisions*), if such Basket Component is a Commodity.

(f) The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Base General Condition 16 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been a Reference Date. Without limiting the obligation of the Calculation Agent to give notice to the Noteholders as set forth in the preceding sentence, failure by the Calculation Agent to notify the Noteholders of the occurrence of a Disrupted Day shall not affect the validity of the occurrence and effect of such Disrupted Day.

6.6 Consequences of Disrupted Days: Averaging Reference Dates

(a) Subject to Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*), Asset Condition 4.4(c)(3) (*Adjustments to Commodity Index*), Asset Condition 4.5(c) (*Commodity Administrator/Benchmark Event Date*) and Asset Conditions 6.6(b) to (e) below, if the

Calculation Agent determines that any Scheduled Averaging Reference Date is a Disrupted Day in respect of any Basket Component that is:

(i) an FX Rate, the Calculation Agent shall determine the FX Rate in respect of such Scheduled Averaging Reference Date in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate; or

(ii) a Commodity, the Calculation Agent shall determine the Relevant Commodity Price in respect of such Scheduled Averaging Reference Date in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Relevant Commodity Price and, if more than one Commodity Disruption Fallback provides a Relevant Commodity Price, in accordance with the Commodity Disruption Fallback selected by the Calculation Agent in its sole and absolute discretion.

(b) Subject to Asset Condition 1.4(b) (*Adjustments to an Index*), Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*), Asset Condition 4.4(c)(3) (*Adjustments to Commodity Index*), Asset Condition 4.5(c) (*Commodity Administrator/Benchmark Event Date*), and where "Common Scheduled Trading Days" is specified not to be applicable in the relevant Issue Terms, if the Calculation Agent determines that any Scheduled Averaging Reference Date in respect of a Reference Date is a Disrupted Day in respect of any Basket Component that is an Index, then:

(i) if "Omission" is specified to be applicable in the relevant Issue Terms, such date shall be deemed not to be an Averaging Reference Date in respect of any Basket Component in respect of such Reference Date, provided that, if through the operation of this provision there would not be any Averaging Reference Date in respect of such Reference Date, then the sole Averaging Reference Date for each Basket Component shall be the final Scheduled Averaging Reference Date, provided that, if such final Scheduled Averaging Reference Date is a Disrupted Day in respect of a Basket Component that is:

(A) an FX Rate, the Calculation Agent shall determine the FX Rate in respect of such final Scheduled Averaging Reference Date in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate;

(B) a Commodity, the Calculation Agent shall determine the Relevant Commodity Price in respect of such final Scheduled Averaging Reference Date in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Relevant Commodity Price and, if more than one Commodity Disruption Fallback provides a Relevant Commodity Price, in accordance with the Commodity Disruption Fallback selected by the Calculation Agent in its sole and absolute discretion; or

(C) an Index, the sole Averaging Reference Date for such Index shall be the earlier of (I) the first Scheduled Trading Day following the final Scheduled Averaging Reference Date that is not a Disrupted Day in respect of such Index and (II) the Averaging Reference Cut-Off Date for such Index;

(ii) if "Postponement" is specified to be applicable in the relevant Issue Terms, then:

(A) the Averaging Reference Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Reference Date; and

(B) the Averaging Reference Date for each Index in respect of which the Scheduled Averaging Reference Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Scheduled Trading Day following the Scheduled Averaging Reference Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Reference Cut-Off Date for such Affected Basket Component. Any day (including, for the avoidance of doubt, the Averaging Reference Cut-Off Date) determined to be an Averaging Reference Date as a result of the operation of this Asset Condition 6.6(b)(ii) shall be an Averaging Reference Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Reference Date; or

(iii) if "Modified Postponement" is specified to be applicable in the relevant Issue Terms then:

(A) the Averaging Reference Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Reference Date; and

(B) the Averaging Reference Date for each Index in respect of which the Scheduled Averaging Reference Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Valid Date following the Scheduled Averaging Reference Date in respect of such Affected Basket Component and (II) the Averaging Reference Cut-Off Date for such Affected Basket Component, irrespective of whether the Averaging Reference Cut-Off Date falls on a day that already is or is deemed to be an Averaging Reference Date.

(c) Subject to Asset Condition 1.4(b) (*Adjustments to an Index*), Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*), Asset Condition 4.4(c)(3) (*Adjustments to Commodity Index*), Asset Condition 4.5(c) (*Commodity Administrator/Benchmark Event Date*) and where "Common Scheduled Trading Days" and "Individual Disrupted Days" are both specified to be applicable in the relevant Issue Terms, if the Calculation Agent determines that any Scheduled Averaging Reference Date in respect of a Reference Date is a Disrupted Day in respect of any Basket Component that is an Index, then:

(i) if "Omission" is specified to be applicable in the relevant Issue Terms, such date shall be deemed not to be an Averaging Reference Date in respect of any Basket Component in respect of such Reference Date, provided that, if through the operation of this provision there would not be any Averaging Reference Date in respect of such Reference Date, then the sole Averaging Reference Date for each Basket Component shall be the final Scheduled Averaging Reference Date, provided that, if such final Scheduled Averaging Reference Date is a Disrupted Day in respect of a Basket Component that is:

(A) an FX Rate, the Calculation Agent shall determine the FX Rate in respect of such final Scheduled Averaging Reference Date in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate;

(B) a Commodity, the Calculation Agent shall determine the Relevant Commodity Price in respect of such final Scheduled Averaging Reference Date in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Relevant Commodity Price and, if more than one

Commodity Disruption Fallback provides a Relevant Commodity Price, in accordance with the Commodity Disruption Fallback selected by the Calculation Agent in its sole and absolute discretion; or

(C) an Index, the sole Averaging Reference Date for such Index shall be the earlier of (I) the first Scheduled Trading Day following the final Scheduled Averaging Reference Date that is not a Disrupted Day in respect of such Index and (II) the Averaging Reference Cut-Off Date for such Index (notwithstanding the fact that such day may not be a Common Scheduled Trading Day);

(ii) if "Postponement" is specified to be applicable in the relevant Issue Terms, then

(A) the Averaging Reference Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Reference Date; and

(B) the Averaging Reference Date for each Index in respect of which the Scheduled Averaging Reference Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Scheduled Trading Day following the Scheduled Averaging Reference Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Reference Cut-Off Date for such Affected Basket Component (notwithstanding the fact that such day may not be a Common Scheduled Trading Day). Any day (including, for the avoidance of doubt, the Averaging Reference Cut-Off Date) determined to be an Averaging Reference Date as a result of the operation of this Asset Condition 6.6(c)(ii) shall be an Averaging Reference Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Reference Date; or

(iii) if "Modified Postponement" is specified to be applicable in the relevant Issue Terms, then:

(A) the Averaging Reference Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Reference Date; and

(B) the Averaging Reference Date for each Index in respect of which the Scheduled Averaging Reference Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Valid Date following the Scheduled Averaging Reference Date in respect of such Affected Basket Component and (II) the Averaging Reference Cut-Off Date for such Affected Basket Component, irrespective of whether the Averaging Reference Cut-Off Date falls on a day that already is or is deemed to be an Averaging Reference Date.

(d) Subject to Asset Condition 1.4(b) (*Adjustments to an Index*), Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*), Asset Condition 4.4(c)(3) (*Adjustments to Commodity Index*), Asset Condition 4.5(c) (*Commodity Administrator/Benchmark Event Date*) and where "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, if the Calculation Agent determines that any Scheduled Averaging Reference Date in respect of a Reference Date is a Disrupted Day in respect of any Basket Component that is an Index, then:

(i) if "Omission" is specified to be applicable in the relevant Issue Terms, such date shall be deemed not to be an Averaging Reference Date in respect of any Basket Component in

respect of such Reference Date, provided that, if through the operation of this provision there would be no Averaging Reference Date in respect of such Reference Date, then the sole Averaging Reference Date for each Basket Component shall be the earlier of (A) the first Common Scheduled Trading Day following the final Scheduled Averaging Reference Date that is not a Disrupted Day for any Basket Component and (B) the Averaging Reference Cut-Off Date (notwithstanding the fact that such Averaging Reference Cut-Off Date may not a Common Scheduled Trading Day);

(ii) if "Postponement" is specified to be applicable in the relevant Issue Terms, then the Averaging Reference Date shall be the earlier of (A) the first Common Scheduled Trading Day following the Scheduled Averaging Reference Date that is not a Disrupted Day in respect of each Basket Component and (B) the Averaging Reference Cut-Off Date (notwithstanding the fact that such Averaging Reference Cut-Off Date may not be a Common Scheduled Trading Day). Any day (including, for the avoidance of doubt, the Averaging Reference Cut-Off Date) determined to be an Averaging Reference Date as a result of the operation of this Asset Condition 6.6(d)(ii) shall be an Averaging Reference Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Reference Date; or

(iii) if "Modified Postponement" is specified to be applicable in the relevant Issue Terms, then the Averaging Reference Date for each Basket Component shall be the earlier of (A) the first Common Valid Date following the Scheduled Averaging Reference Date and (B) the Averaging Reference Cut-Off Date (notwithstanding the fact that such Averaging Reference Cut-Off Date may not be a Common Scheduled Trading Day), irrespective of whether the Averaging Reference Cut-Off Date falls on a day that already is or is deemed to be an Averaging Reference Date.

(e) If, in respect of any Basket Component, an Averaging Reference Date falls on the relevant Averaging Reference Cut-Off Date pursuant to Asset Conditions 6.6(b)-(d) above:

(i) if such Averaging Reference Cut-Off Date is not a Disrupted Day for such Basket Component, the Calculation Agent shall determine the Basket Component Level of such Basket Component as at the Reference Time on such Averaging Reference Cut-Off Date; or

(ii) if such Averaging Reference Cut-Off Date is a Disrupted Day for such Basket Component the Calculation Agent shall determine the Basket Component Level for such Basket Component as at the Reference Time on the Averaging Reference Cut-Off Date in accordance with:

(A) Index Linked Asset Condition 1.6(e) (*Consequences of Disrupted Days: Averaging Reference Dates*), if such Basket Component is an Index;

(B) Currency Linked Asset Condition 3.6 (*FX Disruption Provisions*), if such Basket Component is an FX Rate; or

(C) Commodity Linked Asset Condition 4.5 (*Commodity Disruption Provisions*), if such Basket Component is a Commodity.

(f) The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Base General Condition 16 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been a Reference Date. Without limiting the obligation of the Calculation Agent to give notice to the Noteholders as set forth in the preceding sentence, failure by the Calculation Agent to notify the Noteholders of the

occurrence of a Disrupted Day shall not affect the validity of the occurrence and effect of such Disrupted Day.

(g) If the relevant Issue Terms specify both "Initial Averaging Dates" and "Averaging Dates", then the provisions of this Asset Condition 6.6 (Consequences of Disrupted Days: Averaging Reference Dates) shall apply separately to the Initial Averaging Dates and the Averaging Dates (so that references to "Averaging Reference Dates" shall be read and construed as references to "Initial Averaging Dates or "Averaging Dates", as the case may be).

6.7 Barrier Events

(a) Coupon Barrier Event

A "**Coupon Barrier Event**" shall be deemed to occur if the Calculation Agent determines that the Multi-Asset Basket Level as of any Coupon Barrier Observation Time on any Coupon Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Coupon Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than or equal to"), as the case may be, the Coupon Barrier on such Coupon Barrier Observation Date.

(b) Redemption Barrier Event

A "**Redemption Barrier Event**" shall be deemed to occur if the Calculation Agent determines that the Multi-Asset Basket Level as of any Redemption Barrier Observation Time on any Redemption Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Redemption Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Redemption Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Redemption Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Redemption Barrier Event – Greater than or equal to"), as the case may be, the Redemption Barrier on such Redemption Barrier Observation Date.

(c) Coupon Lock-in Event

A "**Coupon Lock-in Event**" shall be deemed to occur if the Calculation Agent determines that the Multi-Asset Basket Level as of any Coupon Barrier Observation Time on any Coupon Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Coupon Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Coupon Barrier Event – Greater than or equal to"), as the case may be, the Coupon Lock-in Barrier on such Coupon Barrier Observation Date.

(d) Autocall Barrier Event

An "**Autocall Barrier Event**" shall be deemed to occur if the Calculation Agent determines that the Multi-Asset Basket Level as of any Autocall Barrier Observation Time on any Autocall Barrier Observation Date is (A) less than (if the relevant Issue Terms specify "Autocall Barrier Event – Less than"); (B) less than or equal to (if the relevant Issue Terms specify "Autocall Barrier Event – Less than or equal to"); (C) greater than (if the relevant Issue Terms specify "Autocall Barrier Event – Greater than"); or (D) greater than or equal to (if the relevant Issue Terms specify "Autocall Barrier Event – Greater than or equal to"), as the case may be, the Autocall Barrier on such Autocall Barrier Observation Date.

6.8 Look-Back

If "**Look-Back Provisions**" is specified to be applicable in the relevant Issue Terms, the Calculation Agent shall determine the Basket Component Level or Multi-Asset Basket Level (as the case may be) as at the Look-Back Observation Time on each Look-Back Observation Date, and the Initial Basket Component Level or Initial Multi-Asset Basket Level (as the case may be) shall be:

(a) if "Look-Back – Lowest" is specified to be applicable in the relevant Issue Terms, the lowest Basket Component Level or Multi-Asset Basket Level (as the case may be) so determined, subject to a minimum equal to the Look-Back Floor and a maximum equal to the Look-Back Cap; or

(b) if "Look-Back – Highest" is specified to be applicable in the relevant Issue Terms, the highest Basket Component Level or Multi-Asset Basket Level (as the case may be) so determined, subject to a minimum equal to the Look-Back Floor and a maximum equal to the Look-Back Cap.

6.9 Definitions

"**Aggregate Weighted Basket Component Level**" means, in respect of a Basket Reference Date or Basket Averaging Reference Date, the sum of the Weighted Basket Component Levels of all the Basket Components in respect of such Basket Reference Date or Basket Averaging Reference Date, where the Weighted Basket Component Level of each Basket Component is determined as at the Reference Time on the relevant Reference Date or Averaging Reference Date (as the case may be) in respect of such Basket Component.

"**Autocall Barrier**" means, in respect of each Multi-Asset Basket and any Autocall Barrier Period specified under the heading "Autocall Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Multi-Asset Basket Level) specified under the heading "Autocall Barrier" in such table adjacent to the relevant Autocall Barrier Period.

"**Autocall Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Autocall Barrier Observation Period, subject in each case to any adjustment pursuant to Asset Condition 6.5 (*Consequences of Disrupted Days: Reference Dates*) or pursuant to the definition of "Observation Date" in this Asset Condition 6.9 (*Definitions*).

"**Autocall Barrier Observation Period**" means the period specified as such in the relevant Issue Terms.

"**Autocall Barrier Observation Time**" means:

(i) the time specified as such in the relevant Issue Terms; or

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of a Basket Component, all times in each Autocall Barrier Observation Date at which the Basket Component Level of such Basket Component can be observed.

"**Autocall Barrier Period**" means each period specified as such in the relevant Issue Terms.

"**Averaging Cut-Off Date**" means:

(i) in respect of any Scheduled Averaging Date relating to an Interest Payment Date, and:

(a) where "Payment Date Extension" is specified to be applicable in the relevant Issue Terms:

(I) in the case where "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Averaging Date; or

(II) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Averaging Date; or

(b) where "Payment Date Extension" is specified to be not applicable in the relevant Issue Terms, the earlier of (I) the date that would be determined in accordance with paragraph (i)(a) above, and (II) the last Scheduled Trading Day that falls no later than the second (or such other number specified in the relevant Issue Terms) Business Day immediately preceding such Interest Payment Date; and

(ii) in respect of any Scheduled Averaging Date relating to the Maturity Date, and:

(a) where "Maturity Date Extension" is specified to be applicable in the relevant Issue Terms:

(I) in the case where "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Averaging Date; or

(II) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Averaging Date; or

(b) where "Maturity Date Extension" is specified to be not applicable in the relevant Issue Terms, the earlier of

(I) the date that would be determined in accordance with paragraph (ii)(a) above, and

(II) the last Scheduled Trading Day that falls no later than the second (or such other number specified in the relevant Issue Terms) Business Day immediately preceding the Maturity Date.

"**Averaging Date**" means, in respect of each Basket Component, either:

(i) in the case where the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be not applicable, each date specified as such in the relevant Issue Terms, or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day for such Basket Component; and

(ii) in the case where the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be applicable, each date specified as such in the relevant Issue Terms, or if any such date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day,

provided that if any such date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) above) is a Disrupted Day, the Averaging Date shall be determined in accordance with the provisions of Asset Condition 6.6 (*Consequences of Disrupted Days: Averaging Reference Dates*).

"**Averaging Reference Cut-Off Date**" means:

(i) in respect of any Averaging Reference Date which is an Initial Averaging Date, the Initial Averaging Cut-Off Date in respect of such Initial Averaging Date; and

(ii) in respect of any Averaging Reference Date which is an Averaging Date, the Averaging Cut-Off Date in respect of such Averaging Date.

"**Averaging Reference Date**" means each Initial Averaging Date and Averaging Date.

"**Basket Averaging Date**" means, in respect of each Scheduled Averaging Date relating to a Multi-Asset Basket:

(i) if such Scheduled Averaging Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Averaging Date; or

(ii) if such Scheduled Averaging Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Averaging Dates determined in accordance with the provisions of Asset Condition 6.6 (*Consequences of Disrupted Days: Averaging Reference Dates*) in respect of such Scheduled Averaging Date.

"**Basket Averaging Reference Date**" means each Basket Averaging Date and Basket Initial Averaging Date.

"**Basket Component**" means, in respect of a Multi-Asset Basket, each Index, FX Rate, Commodity, Commodity Index or Underlying Rate which is specified in the relevant Issue Terms to comprise such Multi-Asset Basket.

"**Basket Component Level**" means, in respect of a Basket Component and a time on any day, and subject to these Multi-Asset Basket Linked Asset Conditions:

(i) if such Basket Component is an Index, the Index Level as defined in the Index Linked Asset Conditions;

(ii) if such Basket Component is an FX Rate, the FX Rate as defined in the Currency Linked Asset Conditions;

(iii) if such Basket Component is a Commodity or a Commodity Index, the Relevant Commodity Price as defined in the Commodity Linked Asset Conditions; or

(iv) if such Basket Component is an Underlying Rate, the Underlying Rate as defined in the Rate Linked Asset Conditions.

"**Basket Component Performance**" means in respect of a Basket Component and any Reference Date:

(i) if there are no Averaging Reference Dates in respect of such Reference Date, an amount (expressed as a percentage) determined by the Calculation Agent as being equal to (a) the Basket Component Level of such Basket Component at the Reference Time on such Reference Date, divided by (b) the Initial Basket Component Level; or

(ii) if there are Averaging Reference Dates in respect of such Reference Date, an amount (expressed as a percentage) determined by the Calculation Agent as being equal to (a) the arithmetic mean of the Basket Component Levels of such Basket Component at the Reference Time on each such Averaging Reference Date, divided by (b) the Initial Basket Component Level.

"**Basket Initial Averaging Date**" means, in respect of the Scheduled Initial Averaging Date relating to a Multi-Asset Basket:

(i) if the Scheduled Initial Averaging Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Initial Averaging Date; or

(ii) if the Scheduled Initial Averaging Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Initial Averaging Dates determined in accordance with the provisions of Asset Condition 6.6 (*Consequences of Disrupted Days: Averaging Reference Dates*) in respect of the Scheduled Initial Averaging Date.

"**Basket Initial Setting Date**" means, in respect of the Scheduled Initial Setting Date relating to a Multi-Asset Basket:

(i) if the Scheduled Initial Setting Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Initial Setting Date; or

(ii) if the Scheduled Initial Setting Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Initial Setting Dates determined in accordance with the provisions of Asset Condition 6.5 (*Consequences of Disrupted Days: Reference Dates*) in respect of the Scheduled Initial Setting Date.

"**Basket Observation Date**" means, in respect of each Scheduled Observation Date relating to a Multi-Asset Basket:

(i) if such Scheduled Observation Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Observation Date; or

(ii) if such Scheduled Observation Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Observation Dates determined in accordance with the provisions of Asset Condition 6.5 (*Consequences of Disrupted Days: Reference Dates*) in respect of such Scheduled Observation Date.

"**Basket Reference Date**" means each Basket Initial Setting Date, Basket Observation Date and Basket Valuation Date.

"**Basket Valuation Date**" means, in respect of each Scheduled Valuation Date relating to a Multi-Asset Basket:

(i) if such Scheduled Valuation Date is not a Disrupted Day in respect of any Basket Component, such Scheduled Valuation Date; or

(ii) if such Scheduled Valuation Date is a Disrupted Day in respect of any Basket Component, the latest in time of the Valuation Dates determined in accordance with the provisions of Asset Condition 6.5 (*Consequences of Disrupted Days: Reference Dates*) in respect of such Scheduled Valuation Date.

"**Best Performing Basket Component**" means, in respect of a Multi-Asset Basket and any Basket Reference Date, the Basket Component with the highest Basket Component Performance in respect of the Reference Date relating to such Basket Reference Date, as determined by the Calculation Agent (provided that if two or more Basket Components have the same highest Basket Component Performance, the Calculation Agent shall determine which Basket Component shall be the Best Performing Basket Component in its sole and absolute discretion, and such Basket Component shall be the Best Performing Basket Component).

"**Common Scheduled Trading Day**" means, in respect of a Multi-Asset Basket, each day which is a Scheduled Trading Day for all the Basket Components.

"**Common Valid Date**" means, in respect of a Multi-Asset Basket, a Common Scheduled Trading Day that is not a Disrupted Day for any Basket Component and on which another Averaging Reference Date does not or is deemed not to occur.

"**Coupon Barrier**" means, in respect of the Multi-Asset Basket and any Coupon Barrier Period specified under the heading "Coupon Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Multi-Asset Basket Level) specified under the heading "Coupon Barrier" in such table adjacent to the relevant Coupon Barrier Period.

"**Coupon Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Coupon Barrier Observation Period, subject in each case to any adjustment pursuant to Asset Condition 6.5 (*Consequences of Disrupted Days: Reference Dates*) or pursuant to the definition of "Observation Date" in this Asset Condition 6.9 (*Definitions*).

"**Coupon Barrier Observation Period**" means each period specified as such in the relevant Issue Terms.

"**Coupon Barrier Observation Time**" means:

(i) the time(s) specified as such in the relevant Issue Terms; or

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of a Basket Component, all times in each Coupon Barrier Observation Date at which the Basket Component Level of such Basket Component can be observed.

"**Coupon Barrier Period**" means each period specified as such in the relevant Issue Terms.

"**Coupon Lock-in Barrier**" means, in respect of the Multi-Asset Basket and any Coupon Barrier Period specified under the heading "Coupon Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of an Initial Multi-Asset Basket Level) specified under the heading "Coupon Lock-in Barrier" in such table adjacent to the relevant Coupon Barrier Period.

"**Disrupted Day**", in respect of any Basket Component which is:

(i) an Index, has the meaning given to it in the Index Linked Asset Conditions;

(ii) an FX Rate, has the meaning given to it in the Currency Linked Asset Conditions;

(iii) a Commodity or a Commodity Index, has the meaning given to it in the Commodity Linked Asset Conditions; or

(iv) an Underlying Rate, is not applicable.

"**Initial Averaging Cut-Off Date**" means, in respect of any Scheduled Initial Averaging Date:

(i) in the case where "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Initial Averaging Date; or

(ii) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Initial Averaging Date.

"**Initial Averaging Date**" means, in respect of each Basket Component, either:

(i) in the case where the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be not applicable, each date specified as such in the relevant Issue Terms, or, if any such date is not a Scheduled Trading Day for such Basket Component, the immediately following Scheduled Trading Day; and

(ii) in the case where the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be applicable, each date specified as such in the relevant Issue Terms, or if any such date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day,

provided that if any such date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) above) is a Disrupted Day, the Initial Averaging Date shall be determined in accordance with the provisions of Asset Condition 6.6 (*Consequences of Disrupted Days: Averaging Reference Dates*).

"**Initial Basket Component Level**" means:

(i) where "Look-Back" is not specified to apply:

(1) where the relevant Issue Terms specify that there are no Initial Averaging Dates in respect of the Initial Setting Date, the Basket Component Level at the Valuation Time on the Initial Setting Date; or

(2) where the relevant Issue Terms specify that there are Initial Averaging Dates in respect of the Initial Setting Date, the arithmetic mean of the Basket Component Levels at the Valuation Time on each such Initial Averaging Date; or

(ii) where "Look-Back" is specified to apply, the Basket Component Level determined in accordance with the provisions of Asset Condition 6.8 (*Look-Back*).

"**Initial Multi-Asset Basket Level**" means:

(i) where "Look-Back" is not specified to apply, the Multi-Asset Basket Level in respect of the Basket Initial Setting Date determined in accordance with Asset Condition 6.3 (*Multi-Asset Basket Level*); or

(ii) where "Look-Back" is specified to apply, the Multi-Asset Basket Level determined in accordance with the provisions of Asset Condition 6.8 (*Look-Back*).

"**Initial Setting Cut-Off Date**" means, in respect of any Scheduled Initial Setting Date:

(i) in the case where "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Initial Setting Date; or

(ii) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Initial Setting Date.

"**Initial Setting Date**" means, in respect of each Basket Component, either:

(i) in the case where the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be not applicable, the date specified as such in the relevant Issue Terms, or, if such date is not a Scheduled Trading Day for such Basket Component, the immediately following Scheduled Trading Day; and

(ii) in the case where the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be applicable, the date specified as such in the relevant Issue Terms, or if such date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day,

provided that if any such date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) above) is a Disrupted Day, the Initial Setting Date shall be determined in accordance with the provisions of Asset Condition 6.5 (*Consequences of Disrupted Days: Reference Dates*).

"**Look-Back Cap**" means the price, rate, level, percentage or other value (if any) specified as such in the relevant Issue Terms.

"**Look-Back Floor**" means the price, rate, level, percentage or other value (if any) specified as the Look-Back Floor in the relevant Issue Terms.

"**Look-Back Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Look-Back Observation Period, subject in each case to any adjustment pursuant to Asset Condition 6.5 (*Consequences of Disrupted Days: Reference Dates*) or pursuant to the definition of "Observation Date" in this Asset Condition 6.9 (*Definitions*).

"**Look-Back Observation Period**" means each period specified as such in the relevant Issue Terms.

"**Look-Back Observation Time**" means:

(i) the time(s) specified as such in the relevant Issue Terms; or

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of a Basket Component, all times in each Look-Back Observation Date at which the Basket Component Level of such Basket Component can be observed.

"**Market Disruption Event**" means, in respect of any Basket Component which is:

(i) an Index, an Index Market Disruption Event as defined in the Index Linked Asset Conditions;

(ii) an FX Rate, an FX Disruption Event as defined in the Currency Linked Asset Conditions;

(iii) a Commodity or a Commodity Index, a Commodity Market Disruption Event as defined in the Commodity Linked Asset Conditions; or

(iv) an Underlying Rate, not applicable.

"**Multi-Asset Basket**" means a basket comprising the Basket Components specified in the relevant Issue Terms in the Weights specified for each Basket Component in the relevant Issue Terms.

"**Multi-Asset Basket Level**" has the meaning given to it in Asset Condition 6.3 (*Multi-Asset Basket Level*).

"**Number of Extension Business Days**" means, if "Maturity Date Extension" or "Payment Date Extension" is specified to be applicable in the relevant Issue Terms, the number of Business Days specified in the relevant Issue Terms, or, if none is specified:

(i) in respect of a Maturity Date Extension, the number of Business Days that the relevant Scheduled Maturity Date falls after the Scheduled Reference Date or Scheduled Averaging Reference Date, as the case may be, falling immediately prior to the relevant Scheduled Maturity Date; or

(ii) in respect of a Payment Date Extension, the number of Business Days that the Scheduled Payment Date falls after the Scheduled Reference Date or the Scheduled Averaging Reference Date, as the case may be, falling immediately prior to the Scheduled Payment Date.

"**Observation Cut-Off Date**" means:

(i) in respect of any Scheduled Observation Date relating to an Interest Payment Date, and:

(a) where "Payment Date Extension" is specified to be applicable in the relevant Issue Terms:

(I) in the case where "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Observation Date; or

(II) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Observation Date; or

(b) where "Payment Date Extension" is specified to be not applicable in the relevant Issue Terms, the earlier of (I) the date that would be determined in accordance with paragraph (i)(a) above, and (II) the last Scheduled Trading Day that falls no later than the second (or such other number specified in the relevant Issue Terms) Business Day immediately preceding such Interest Payment Date; and

(ii) in respect of any Scheduled Observation Date relating to the Maturity Date, and:

(a) where "Maturity Date Extension" is specified to be applicable in the relevant Issue Terms:

(I) in the case where "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Observation Date; or

(II) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Observation Date; or

(b) where "Maturity Date Extension" is specified to be not applicable in the relevant Issue Terms, the earlier of (I) the date that would be determined in accordance with paragraph (ii)(a) above, and (II) the last Scheduled Trading Day that falls no later than the second (or such other number specified in the relevant Issue Terms) Business Day immediately preceding the Maturity Date; and

(iii) in respect of any Scheduled Observation Date relating to an Autocall Barrier Observation Date:

(a) where "Autocall Payment Date Extension" is specified to be applicable in the relevant Issue Terms:

(I) where "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Observation Date; or

(II) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Observation Date; or

(b) where "Autocall Payment Date Extension" is specified to be not applicable in the relevant Issue Terms, the earlier of (I) the date that would be determined in accordance with paragraph (iii)(a) above, and (II) the last Scheduled Trading Day that falls no later than the second (or such other number specified in the relevant Issue Terms) Business Day immediately preceding the Interest Payment Date following the Scheduled Observation Date.

"**Observation Date**" means, in respect of each Basket Component, either:

(i) in the case where "Common Scheduled Trading Days" is specified to be not applicable in the relevant Issue Terms:

(a) each Coupon Barrier Observation Date;

(b) each Redemption Barrier Observation Date;

(c) each Look-Back Observation Date;

(d) each Autocall Barrier Observation Date; and

(e) any other date specified as such in the relevant Issue Terms,

provided that, if any such date is not a Scheduled Trading Day, the Observation Date shall be the immediately following Scheduled Trading Day in respect of such Basket Component; or

(ii) in the case where "Common Scheduled Trading Days" is specified to be applicable in the relevant Issue Terms:

(a) each Coupon Barrier Observation Date;

(b) each Redemption Barrier Observation Date;

(c) each Look-Back Observation Date;

(d) each Autocall Barrier Observation Date; and

(e) any other date specified as such in the relevant Issue Terms,

provided that, if any such date is not a Common Scheduled Trading Day, the Observation Date shall be the immediately following Common Scheduled Trading Day,

in each case, provided further that, if any such date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) above) is a Disrupted Day, the Observation Date shall be determined in accordance with the provisions of Asset Condition 6.5 (*Consequences of Disrupted Days: Reference Dates*).

"**Redemption Barrier**" means, in respect of the Multi-Asset Basket and any Redemption Barrier Period specified under the heading "Redemption Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of Initial Multi-Asset Basket Level) specified under the heading "Redemption Barrier" in such table adjacent to the relevant Redemption Barrier Period.

"**Redemption Barrier Observation Date**" means each date specified as such in the relevant Issue Terms or, if so specified in the relevant Issue Terms, each day in the Redemption Barrier Observation Period, subject in each case to any adjustment pursuant to Asset Condition 6.5 (*Consequences of Disrupted Days: Reference Dates*) or pursuant to the definition of "Observation Date" in this Asset Condition 6.9 (*Definitions*).

"**Redemption Barrier Observation Period**" means each period specified as such in the relevant Issue Terms.

"**Redemption Barrier Observation Time**" means:

(i) the time(s) specified as such in the relevant Issue Terms; or

(ii) if the time is specified as "Intraday" in the relevant Issue Terms, in respect of a Basket Component, all times in each Redemption Barrier Observation Date at which the Basket Component Level of such Basket Component can be observed.

"**Redemption Barrier Period**" means each period specified as such in the relevant Issue Terms.

"**Reference Cut-Off Date**" means:

(i) in respect of any Reference Date which is an Initial Setting Date, the Initial Setting Cut-Off Date in respect of such Initial Setting Date;

(ii) in respect of any Reference Date which is an Observation Date, the Observation Cut-Off Date in respect of such Observation Date; and

(iii) in respect of any Reference Date which is a Valuation Date, the Valuation Cut-Off Date in respect of such Valuation Date.

"**Reference Date**" means each Initial Setting Date, Observation Date or Valuation Date, in each case, subject to adjustment in accordance with Asset Condition 6.5 (*Consequences of Disrupted Days: Reference Dates*) above.

"**Reference Time**" means:

(i) in respect of any Valuation Date, Initial Setting Date, Averaging Date or Initial Averaging Date, the Valuation Time;

(ii) in respect of any Coupon Barrier Observation Date, the Coupon Barrier Observation Time:

(iii) in respect of any Redemption Barrier Observation Date, the Redemption Barrier Observation Time;

(iv) in respect of any Autocall Barrier Observation Date, the Autocall Barrier Observation Time; and

(v) in respect of any Look-Back Observation Date, the Look-Back Observation Time;

"**Scheduled Averaging Date**" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Averaging Date") that, but for such day being a Disrupted Day, would have been an Averaging Date.

"**Scheduled Averaging Reference Date**" means each Scheduled Averaging Date or Scheduled Initial Averaging Date.

"**Scheduled Initial Averaging Date**" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Initial Averaging Date") that, but for such day being a Disrupted Day, would have been an Initial Averaging Date.

"**Scheduled Initial Setting Date**" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Initial Setting Date") that, but for such day being a Disrupted Day, would have been an Initial Setting Date.

"**Scheduled Observation Date**" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Observation Date") that, but for such day being a Disrupted Day, would have been an Observation Date.

"**Scheduled Reference Date**" means each Scheduled Initial Setting Date, Scheduled Observation Date or Scheduled Valuation Date.

"**Scheduled Trading Day**" means, in respect of any Basket Component which is:

(i) an Index, a Scheduled Trading Day as defined in the Index Linked Asset Conditions;

(ii) an FX Rate, an FX Business Day as defined in the Currency Linked Asset Conditions;

(iii) a Commodity, a Commodity Business Day (or if the Commodity is Bullion, a Bullion Business Day) as defined in the Commodity Linked Asset Conditions; or

(iv) an Underlying Rate, an Underlying Rate Business Day as defined in the Rate Linked Asset Conditions.

"**Scheduled Valuation Date**" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Valuation Date") that, but for such day being a Disrupted Day, would have been a Valuation Date.

"**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Reference Date does not or is not deemed to occur.

"**Valuation Cut-Off Date**" means:

(i) in respect of any Scheduled Valuation Date relating to an Interest Payment Date, and:

(a) where "Payment Date Extension" is specified to be applicable in the relevant Issue Terms:

(I) in the case where "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Valuation Date; or

(II) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Valuation Date; or

(b) where "Payment Date Extension" is specified to be not applicable in the relevant Issue Terms, the earlier of (I) the date that would be determined in accordance with paragraph (i)(a) above, and (II) the last Scheduled Trading Day that falls no later than the second (or such other number specified in the relevant Issue Terms) Business Day immediately preceding such Interest Payment Date; and

(ii) in respect of any Scheduled Valuation Date relating to the Maturity Date, and:

(a) where "Maturity Date Extension" is specified to be applicable in the relevant Issue Terms:

(I) in the case where "Common Scheduled Trading Days" and "Common Disrupted Days" are both specified to be applicable in the relevant Issue Terms, the eighth (or such other number specified in the relevant Issue Terms) Common Scheduled Trading Day following such Scheduled Valuation Date; or

(II) in any other case, the eighth (or such other number specified in the relevant Issue Terms) Scheduled Trading Day following such Scheduled Valuation Date; or

(b) where "Maturity Date Extension" is specified to be not applicable in the relevant Issue Terms, the earlier of (I) the date that would be determined in accordance with paragraph (ii)(a) above, and (II) the last Scheduled Trading Day that falls no later than the second (or such other number specified in the relevant Issue Terms) Business Day immediately preceding the Maturity Date.

"**Valuation Date**" means, in respect of each Basket Component, either:

(i) in the case where the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be not applicable, each date specified as such in the relevant Issue Terms, or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day for such Basket Component; and

(ii) in the case where the relevant Issue Terms provides that "Common Scheduled Trading Days" shall be applicable, each date specified as such in the relevant Issue Terms, or if any such date is not a Common Scheduled Trading Day, the immediately following Common Scheduled Trading Day,

provided that if any such date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) above) is a Disrupted Day, the Valuation Date shall be determined in accordance with the provisions of Asset Condition 6.5 (*Consequences of Disrupted Days: Reference Dates*).

"**Valuation Time**", in respect of any Basket Component which is:

(i) an Index, has the meaning given to it in the Index Linked Asset Conditions;

(ii) an FX Rate, has the meaning given to it in the Currency Linked Asset Conditions;

(iii) a Commodity or a Commodity Index, has the meaning given to it in the Commodity Linked Asset Conditions; or

(iv) an Underlying Rate, has the meaning given to it in the Rate Linked Asset Conditions.

"**Weight**" means, in respect of each Basket Component, the percentage specified as the Weight of such Basket Component in the relevant Issue Terms, provided that if "Equal Weight" is specified, the Weight in respect of each Basket Component shall be a percentage equal to 1 divided by the total number of Basket Components.

"**Weighted Basket Component Level**" means, in respect of each Basket Component, the Basket Component Level of such Basket Component multiplied by its Weight.

"**Worst Performing Basket Component**" means, in respect of a Multi-Asset Basket and any Basket Reference Date, the Basket Component with the lowest Basket Component Performance in respect of the Reference Date relating to such Basket Reference Date, as determined by the Calculation Agent (provided that if two or more Basket Components have the same lowest Basket Component Performance, the Calculation Agent shall determine which Basket Component shall be the Worst Performing Basket Component in its sole and absolute discretion, and such Basket Component shall be the Worst Performing Basket Component).

AC Chapter 7: Additional Disruption Asset Conditions

This chapter sets out additional terms and conditions that will apply if the relevant Issue Terms specify "Additional Disruption Events" to be applicable.

The following are the conditions (the "**Additional Disruption Asset Conditions**") that will apply to the Notes if Additional Disruption Events are specified to be applicable in the relevant Issue Terms. These Additional Disruption Asset Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Additional Disruption Asset Conditions and the Base General Conditions and/or any applicable Asset Conditions, these Additional Disruption Asset Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Additional Disruption Asset Conditions, unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Additional Disruption Asset Conditions or elsewhere in the Base Conditions applicable to the Notes will have the meanings given to them in the relevant Issue Terms. References in these Additional Disruption Asset Conditions to "Notes" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

7 Additional Disruption Events

7.1 Occurrence of Additional Disruption Events

If an Additional Disruption Event occurs, the Bank in its sole and absolute discretion may take the action described in (i), (ii), (iii) or (iv) below:

(i) require the Calculation Agent to make the appropriate adjustment, if any, to the Rate of Interest, any one or more Interest Amount(s), the Final Price, the Final Redemption Amount and/or any of the other terms hereof to account for the Additional Disruption Event and determine the effective date of that adjustment;

(ii) where the Notes are specified in the relevant Issue Terms as relating to a basket of Reference Items, and the Additional Disruption Event occurs with respect to a Reference Item comprised in the basket, remove such Reference Item from the basket of Reference Items and, following such removal, the Calculation Agent shall make such adjustment, (if any), as it considers appropriate to the Rate of Interest, any one or more Interest Amount(s), the Final Price, the Final Redemption Amount and/or any of the other terms hereof to account for the Additional Disruption Event and determine the effective date of that adjustment;

(iii) substitute the relevant Reference Item with a different reference item and, following such substitution, the Calculation Agent shall make such adjustment (if any) as it considers appropriate to the Rate of Interest, any one or more Interest Amount(s), the Final Price, the Final Redemption Amount and/or any of the other terms hereof; or

(iv) give notice to the Noteholders in accordance with Base General Condition 16 (*Notices*) and redeem all, but not some only, of the Notes on a date selected by the Bank by payment of the Early Redemption Amount to each Noteholder in respect of each Note held by such Noteholder.

If the provisions of this Asset Condition 7.1 (*Occurrence of Additional Disruption Events*) apply, the Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the relevant Additional Disruption Event, made by an options exchange to options on the relevant Reference Item traded on that options exchange.

Upon the occurrence (if relevant) of an Additional Disruption Event, the Bank shall give notice as soon as practicable to the Noteholders in accordance with Base General Condition 16 (*Notices*) stating the

occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto.

7.2 Definitions

"**Additional Disruption Event**" means any of Change in Law, Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow, Loss of Stock Borrow, Force Majeure and/or Illegality in each case if specified in the relevant Issue Terms.

"**Change in Law**" means that, on or after the Trade Date (as specified in the relevant Issue Terms), (i) due to the adoption of or any change in any relevant law or regulation (including, without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any relevant law or regulation (including any action taken by a taxing authority), the Bank determines in its sole and absolute discretion that (a) it has become illegal to hold, acquire or dispose of Hedge Positions or (b) the Bank will incur a materially increased cost in performing its obligations in relation to the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Bank, any Hedging Party and/or any of their respective Affiliates).

"**Force Majeure**" means that the Bank or the Calculation Agent shall have determined, acting in a commercially reasonable manner, that the performance of any of the Bank's obligations with respect to the Notes and/or that any arrangements made to hedge the Bank's obligations with respect to the Notes shall have or will become or would be (as the case may be), impossible or impracticable to comply with, in whole or in part, due to reasons outside of the Bank or Calculation Agent's control (including, but not limited to, any natural, systems, facilities, technological, political or other cause) and which cannot be overcome by reasonable diligence and/or without unreasonable expense.

"**Hedge Positions**" means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, commodities, options, futures, derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by a party in order to hedge, individually or on a portfolio basis, the Notes.

"**Hedging Disruption**" means that the Bank, any Hedging Party and/or any of their respective Affiliates is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Bank issuing and performing its obligations with respect to the Notes or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

"**Hedging Party**" has the meaning given to it in the Base General Conditions.

"**Hedging Securities**" means, in relation to the Notes, the Reference Items or securities/commodities comprised in an Index or an Inflation Index or other security or commodity that the Bank, any Hedging Party and/or their respective Affiliates deems necessary to hedge the equity or other price risk of the Bank issuing and performing its obligations with respect to the Notes.

"**Illegality**" means that the Bank shall have determined, acting in a commercially reasonable manner, that the performance of any of the Bank's obligations with respect to the Notes and/or that any arrangements made to hedge the Bank's obligations with respect to the Notes and/or under any hedging arrangements shall have or will become or would be (as the case may be), in whole or in part, unlawful, illegal or otherwise contrary to any present or future law, rule, regulation, judgment, order, directive, policy or request of any governmental, administrative, legislative or judicial authority or power (but, if not having the force of law, only if compliance with it is in accordance with the general practice of persons to whom it is intended to apply), or any change in the interpretation thereof.

"**Increased Cost of Hedging**" means that the Bank, any Hedging Party and/or any of their respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade

Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Bank issuing and performing its obligations with respect to the Notes or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Bank and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

"**Increased Cost of Stock Borrow**" means, in relation to the Notes, that the Bank, any Hedging Party and/or any of their respective Affiliates would incur a rate to borrow any Reference Item or any security/commodity comprised in an Index or an Inflation Index or any other security or commodity that it deems reasonable to hedge the equity or other price risk of the Bank issuing or performing its obligation with respect to the Notes that is greater than the Initial Stock Loan Rate.

"**Initial Stock Loan Rate**" means, in relation to the Notes, in respect of a Reference Item or any security/commodity comprised in an Index or an Inflation Index or any other security or commodity that the Bank, any Hedging Party and/or any of their respective Affiliates deems reasonable to hedge the equity or other price risk of the Bank issuing or performing its obligation with respect to the Notes, the rate which the Bank, any Hedging Party and/or any of their respective Affiliates would have incurred to borrow such Reference Item or such other securities or commodities in an amount equal to the Hedging Securities (where applicable), as the case may be, as of the Trade Date, as determined by it.

"**Loss of Stock Borrow**" means that the Bank, any Hedging Party and/or any of their respective Affiliate(s) is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any Reference Item or any securities/commodities comprised in an Index or an Inflation Index or any other security or commodity that it deems reasonable to hedge the equity or other price risk of the Bank issuing or performing its obligations with respect to the Notes in an amount equal to the Hedging Securities at a rate equal to or less than the Maximum Stock Loan Rate.

"**Maximum Stock Loan Rate**" means, in respect of a Reference Item or a security/commodity comprised in an Index or an Inflation Index or any other security or commodity that the Bank, any Hedging Party and/or any of their respective Affiliates deems reasonable to hedge the equity or other price risk of the Bank issuing or performing its obligations with respect to the Notes, the lowest rate at which the Bank, any Hedging Party and/or any of their respective Affiliates, after using commercially reasonable efforts, would have incurred to borrow (and maintain a borrowing of) such Reference Item or such other security or commodity, as the case may be, in an amount equal to the Hedging Securities, as of the Trade Date, as determined by the Bank.

AC Chapter 8: Alternative Currency Asset Conditions

This chapter sets out additional terms and conditions that will apply if the relevant Final Terms specify "Alternative Currency Equivalent" to be applicable.

The following are the conditions (the "**Alternative Currency Asset Conditions**") that will apply to the Notes if Alternative Currency Equivalent is specified to be applicable in the relevant Issue Terms. These Alternative Currency Asset Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Alternative Currency Asset Conditions, the Base General Conditions and/or any applicable Asset Conditions, these Alternative Currency Asset Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Alternative Currency Asset Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Alternative Currency Asset Conditions or elsewhere in the Base Conditions applicable to the Notes will have the meanings given to them in the relevant Issue Terms. References in these Alternative Currency Asset Conditions to "Notes" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

8 Alternative Currency Equivalent Provisions

8.1 Payment of Alternative Currency Equivalent

Where "Alternative Currency Equivalent" is specified in the relevant Issue Terms as being applicable to the Notes, if (following a written request from the Bank that the Alternative Currency Adjudication Agent makes a determination pursuant to this Asset Condition), by reason of a Scheduled Payment Currency Disruption Event, it would, in the opinion of the Alternative Currency Adjudication Agent, be commercially impracticable for the Bank to satisfy any payment obligation in respect of the Notes when due in the Scheduled Payment Currency, then the Bank may take the action described in paragraph (i), (ii), (iii) or (iv) below:

(i) determine that the relevant payment obligation of the Bank in respect of the Notes be postponed to the first Business Day after the date on which the relevant Scheduled Payment Currency Disruption Event ceases to exist (in the determination of the Alternative Currency Adjudication Agent) or, if that would not be commercially reasonable, as soon as commercially reasonable thereafter, in which case the relevant payment will be due on the date as so postponed, without any interest or other sum payable in respect of the postponement of the payment of such amount;

(ii) determine that the Bank's obligation to make any payment in respect of the Notes in the Scheduled Payment Currency be replaced by an obligation to make payment of the Alternative Currency Equivalent of such payment, in which case, it will settle any such obligation by payment of the relevant Alternative Currency Equivalent on the due date for payment;

(iii) determine that the relevant payment obligation in respect of the Notes be postponed to a date up to (and including) the date that is the number of Business Days equal to the Maximum Days of Postponement after the date on which such payment would have been due were it not for the Scheduled Payment Currency Disruption Event or, if, in the determination of the Alternative Currency Adjudication Agent, that would not be commercially reasonable, as soon as commercially reasonable thereafter (such postponed payment date, the "**Postponed Payment Date**"), and that, if the Scheduled Payment Currency Disruption Event has not ceased to exist on or before such Postponed Payment Date, the Bank's obligation to make payment in respect of the Notes in the Scheduled Payment Currency be replaced by an obligation to make payment of the Alternative Currency Equivalent, in which case, it will settle any such obligation by

payment of the relevant Alternative Currency Equivalent on the Postponed Payment Date, without any interest or other sum payable in respect of the postponement of the payment of such amount; or

(iv) give notice to the Noteholders in accordance with Base General Condition 16 (*Notices*) and redeem all, but not some only, of the Notes on a date selected by the Bank, by payment of the Alternative Currency Equivalent of, or, if so specified in such notice, an amount in the Scheduled Payment Currency equal to, the Early Redemption Amount to each Noteholder in respect of each Note held by such Noteholder. Payment will be made in such manner as shall be notified to the Noteholders in accordance with Base General Condition 16 (*Notices*).

Any payment made in the Alternative Currency under such circumstances will constitute valid payment, and will not constitute a default in respect of the Notes.

If an FX Administrator/Benchmark Event Date occurs in respect of an Alternative Currency FX Rate, a Crossing-Alternative Currency FX Rate or a Scheduled-Crossing Currency FX Rate, Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*) shall apply in relation to that rate.

Upon the occurrence of a Scheduled Payment Currency Disruption Event and the Alternative Currency Adjudication Agent making a determination that, by reason of such Scheduled Payment Currency Disruption Event, it would, in the opinion of the Alternative Currency Adjudication Agent, be commercially impracticable for the Bank to satisfy its payment obligations in respect of the Notes when due in the Scheduled Payment Currency, the Bank shall give notice as soon as practicable to Noteholders in accordance with Base General Condition 16 (*Notices*) stating the occurrence of the Scheduled Payment Currency Disruption Event, giving details thereof and the action proposed to be taken in relation thereto.

In making any determination in respect of any Scheduled Payment Currency Disruption Event, neither the Bank nor the Alternative Currency Adjudication Agent shall have regard to any interests arising from circumstances particular to individual Noteholders (whatever their number), and, in particular, but without limitation, shall not have regard to the consequences of any such determination for individual Noteholders (whatever their number), resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and no Noteholder, shall be entitled to claim, from the Bank, the Alternative Currency Adjudication Agent or any other person any indemnification or payment in respect of any tax consequences of any such determination upon individual Noteholders.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of these Alternative Currency Asset Conditions by the Bank or the Alternative Currency Calculation Agent will (in the absence of wilful default, bad faith or manifest error) be binding on the Bank, the Agents and all Noteholders.

If the Rate Calculation Date is postponed in accordance with these Asset Conditions, the relevant payment shall not be due until the date falling the Number of Rate Calculation Business Days after such postponed Rate Calculation Date. No additional interest or other sum is payable in respect of any postponement pursuant to this paragraph.

8.2 Definitions

"**1998 ISDA FX Definitions**" means the 1998 ISDA FX and Currency Option Definitions, as published by the International Swaps and Derivatives Association, Inc., and in respect of the Notes, as amended and supplemented up to and including the Issue Date of the first Tranche of the Notes.

"**Alternative Currency**" means the currency specified as such in the relevant Issue Terms (or any lawful successor currency to that currency), or, if no Alternative Currency is specified in the relevant Issue Terms, U.S. dollars.

"**Alternative Currency Adjudication Agent**" means the Alternative Currency Adjudication Agent specified in the relevant Issue Terms (or any lawful successor to the Alternative Currency Adjudication Agent).

"**Alternative Currency Calculation Agent**" means (i) in the case of CMU Notes denominated in Renminbi, Citibank, N.A., London Branch (or any lawful successor thereto), unless otherwise specified in the relevant Issue Terms; and (ii) in the case of all other Notes, the Alternative Currency Calculation Agent specified in the relevant Issue Terms (or any lawful successor thereto).

"**Alternative Currency Equivalent**" means in respect of an amount denominated in the Scheduled Payment Currency, such amount converted into the Alternative Currency using the Alternative Currency FX Rate for the relevant Rate Calculation Date, all as determined by the Alternative Currency Calculation Agent.

"**Alternative Currency FX Rate**" means either:

(i) if "Cross Rate" is not specified in the relevant Issue Terms to be applicable to such Alternative Currency FX Rate:

(a) if "ISDA Determination" is specified to be applicable in the relevant Issue Terms in respect of the Alternative Currency FX Rate, the Spot Rate or Settlement Rate (as applicable) that would be determined by the Alternative Currency Calculation Agent under an FX Transaction governed by an ISDA Master Agreement which incorporates the 1998 ISDA FX Definitions and under which:

(i) the Settlement Rate Option is as specified in the relevant Issue Terms; and

(ii) the Rate Calculation Date is the applicable Rate Calculation Date;

(b) if "FX Price Source Determination" is specified to be applicable in the relevant Issue Terms in respect of the Alternative Currency FX Rate, the exchange rate of the Scheduled Payment Currency into the Alternative Currency (and, if the relevant Issue Terms specify a Number of FX Settlement Days, for settlement in a number of FX Settlement Days equal to the Number of FX Settlement Days), which appears on the FX Price Source at approximately the applicable Alternative Currency Valuation Time on the relevant Rate Calculation Date, provided that if the exchange rate which appears on the FX Price Source is the exchange rate for the conversion of the Alternative Currency into the Scheduled Payment Currency, the Alternative Currency FX Rate shall be the reciprocal number (rounded, if "Reciprocal Rounding" is specified in the relevant Issue Terms to be applicable in respect of the Alternative Currency FX Rate, to the Number of Reciprocal Rounding Places, with half of the relevant unit being rounded upwards) of such exchange rate, provided that, if the Alternative Currency FX Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the Alternative Currency FX Rate shall be determined by the Calculation Agent, in consultation with the Bank, in a commercially reasonable manner; or

(c) if "Calculation Agent Determination" is specified to be applicable in the relevant Issue Terms, such rate for the exchange of the Scheduled Payment Currency amount into the Alternative Currency as determined by the Alternative Currency Calculation Agent, taking into consideration all available information that it deems relevant.

(ii) if "Cross Rate" is specified in the relevant Issue Terms to be applicable to such Alternative Currency FX Rate, the rate (rounded, if "Cross Rate Rounding" is specified in the relevant Issue Terms to be applicable in respect of the Alternative Currency FX Rate, to the Number of Cross Rate Rounding Places, with half of the relevant unit being rounded upwards) that would be achieved by converting an amount in the Scheduled Payment Currency into the Crossing

Currency using the Scheduled-Crossing Currency FX Rate, and converting the resultant Crossing Currency amount into an amount in the Alternative Currency using the Crossing-Alternative Currency FX Rate.

For the purposes of these Alternative Currency Asset Conditions, "FX Transaction", "Rate Calculation Date", "Settlement Rate", "Settlement Rate Option" and "Spot Rate" have the meanings given to them in the 1998 ISDA FX Definitions.

"**Alternative Currency Valuation Time**" means the time specified as such in the relevant Issue Terms or, if no time is specified as such, the time selected by the Alternative Currency Calculation Agent.

"**Crossing-Alternative Currency FX Rate**" means either:

(i) if "ISDA Determination" is specified to be applicable in the relevant Issue Terms in respect of the Crossing-Alternative Currency FX Rate, the Spot Rate or Settlement Rate (as applicable) that would be determined by the Alternative Currency Calculation Agent under an FX Transaction governed by an ISDA Master Agreement which incorporates the 1998 ISDA FX Definitions and under which:

(a) the Settlement Rate Option is as specified in the relevant Issue Terms; and

(b) the Rate Calculation Date is the applicable Rate Calculation Date; or

(ii) if "FX Price Source Determination" is specified to be applicable in the relevant Issue Terms in respect of the Crossing-Alternative Currency FX Rate, the exchange rate of the Crossing Currency into the Alternative Currency (and, if the relevant Issue Terms specify a Number of FX Settlement Days, for settlement in a number of FX Settlement Days equal to the Number of FX Settlement Days), which appears on the FX Price Source at approximately the applicable Crossing-Alternative Currency Valuation Time on the relevant Rate Calculation Date, provided that if the exchange rate which appears on the FX Price Source is the exchange rate for the conversion of the Alternative Currency into the Crossing Currency, the Crossing-Alternative FX Rate shall be the reciprocal number (rounded, if "Reciprocal Rounding" is specified in the relevant Issue Terms to be applicable in respect of the Crossing-Alternative Currency FX Rate, to the Number of Reciprocal Rounding Places, with half of the relevant unit being rounded upwards) of such exchange rate; or

(iii) if "Calculation Agent Determination" is specified to be applicable in the relevant Issue Terms, such rate for the exchange of the resultant Crossing Currency into the Alternative Currency amount as determined by the Alternative Currency Calculation Agent, taking into consideration all available information that it deems relevant.

For the purposes of these Alternative Currency Asset Conditions, "FX Transaction", "Rate Calculation Date", "Settlement Rate", "Settlement Rate Option" and "Spot Rate" have the meanings given to them in the 1998 ISDA FX Definitions.

"**Crossing-Alternative Currency Valuation Time**" means in respect of a Crossing-Alternative Currency FX Rate, the time specified as such in the relevant Issue Terms or, if no time is specified as such, the time selected by the Alternative Currency Calculation Agent.

"**Crossing Currency**" means the currency specified as such in the relevant Issue Terms or, if no currency is so specified, U.S. Dollars.

"**FX Price Source**" means, in respect of an Alternative Currency FX Rate or a Crossing-Alternative Currency FX Rate or a Scheduled-Crossing Currency FX Rate, the price source(s) (if any) specified as such in the relevant Issue Terms for such rate or, if no FX Administrator/Benchmark Event Date has occurred and the relevant rate is not published or announced by such FX Price Source at the relevant

time, the successor or alternative price source or page/publication for the relevant rate as determined by the Alternative Currency Calculation Agent in its sole and absolute discretion.

"**FX Settlement Business Centre**" means any additional financial centre relevant for the purposes of determining FX Settlement Days, as specified in the relevant Issue Terms.

"**FX Settlement Days**" means a day on which commercial banks and foreign exchange markets settle payments in London and each FX Settlement Business Centre specified in the relevant Issue Terms.

"**Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the Scheduled Payment Currency Jurisdiction.

"**Illiquidity**" means (i) in respect of any payment obligation in respect of the Notes of any sum, foreign exchange markets for the Scheduled Payment Currency becoming illiquid (including, without limitation, the existence of any significant price distortion) or unavailable as a result of which it is impossible or, in the opinion of the Alternative Currency Adjudication Agent, commercially impracticable for the Bank and/or any of its Affiliates to obtain a sufficient amount of the Scheduled Payment Currency in order to satisfy any such obligation or (ii) it becomes impossible or impracticable to obtain a firm quote for exchange of the Scheduled Payment Currency into the Alternative Currency, in each case, as determined by the Alternative Currency Adjudication Agent in its sole and absolute discretion.

"**Inconvertibility**" means, in respect of any payment or obligation in respect of the Notes, the occurrence of any event that makes it impossible, illegal or, in the opinion of the Alternative Currency Adjudication Agent, commercially impracticable for the Bank and/or any of its Affiliates to convert any amount due in respect of the Notes in the foreign exchange markets for the Scheduled Payment Currency (including, without limitation, any event that has the direct or indirect effect of hindering, limiting or restricting convertibility by way of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on repatriation of one currency into another currency) other than where such impossibility or impracticability is due solely to the failure of the Bank and/or any of its Affiliates to comply with any law, rule or regulation enacted by any relevant Governmental Authority (unless such law, rule or regulation becomes effective on or after the Trade Date and it is impossible or, in the opinion of the Alternative Currency Adjudication Agent, commercially impracticable for the Bank, due to an event beyond its control, to comply with such law, rule or regulation).

"**Maximum Days of Postponement**" means the number of days specified as such in the relevant Issue Terms.

"**Non-Transferability**" means, in respect of any payment obligation in respect of the Notes, the occurrence of any event that makes it impossible or, in the opinion of the Alternative Currency Adjudication Agent, commercially impracticable for the Bank and/or any of its Affiliates to deliver the Scheduled Payment Currency in relation to any such payment obligation between accounts inside the Scheduled Payment Currency Jurisdiction or between an account inside the Scheduled Payment Currency Jurisdiction and an account outside the Scheduled Payment Currency Jurisdiction, other than where such impossibility or impracticability is due solely to the failure of the Bank and/or any of its Affiliates to comply with any law, rule or regulation enacted by any relevant Governmental Authority (unless such law, rule or regulation becomes effective on or after the Trade Date and it is impossible or, in the opinion of the Alternative Currency Adjudication Agent, commercially impracticable for the Bank and/or any of its Affiliates, due to an event beyond its control, to comply with such law, rule or regulation.

"**Number of FX Settlement Days**" means, in respect of the Alternative Currency, such number or amount as is specified in the relevant Issue Terms.

"**Number of Cross Rate Rounding Places**" means the number specified as such in the relevant Issue Terms.

"**Number of Rate Calculation Business Days**" means the number of Rate Calculation Business Days specified as such in the relevant Issue Terms.

"**Number of Reciprocal Rounding Places**" means the number specified as such in the relevant Issue Terms.

"**Rate Calculation Business Day**" means, unless otherwise specified in the relevant Issue Terms, a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in the Rate Calculation Business Centre(s).

"**Rate Calculation Date**" means the day which is the Number of Rate Calculation Business Days specified in the relevant Issue Terms (which shall be two Rate Calculation Business Days where the Scheduled Payment Currency is Renminbi) before the due date for payment of the relevant amount under the Notes or, unless specified otherwise in the relevant Issue Terms, if the relevant Alternative Currency FX Rate is not available on such day, the last preceding Rate Calculation Business Day on which the relevant Alternative Currency FX Rate was most recently available, as determined by the Alternative Currency Calculation Agent.

"**Rate Calculation Business Centre(s)**" means each business centre that is relevant for determining whether a day is a Rate Calculation Business Day, as specified in the relevant Issue Terms, provided that if no business centre is specified in the relevant Issue Terms, the Rate Calculation Business Centre(s) shall be the Principal Financial Centres for the relevant currencies.

"**Scheduled-Crossing Currency FX Rate**" means either:

(i) if "ISDA Determination" is specified to be applicable in the relevant Issue Terms in respect of the Scheduled-Crossing Currency FX Rate, the Spot Rate or Settlement Rate (as applicable) that would be determined by the Alternative Currency Calculation Agent under an FX Transaction governed by an ISDA Master Agreement which incorporates the 1998 ISDA FX Definitions and under which:

    (a) the Settlement Rate Option is as specified in the relevant Issue Terms; and

    (b) the Rate Calculation Date is the applicable Rate Calculation Date; or

(ii) if "FX Price Source Determination" is specified to be applicable in the relevant Issue Terms in respect of the Scheduled-Crossing Currency FX Rate, the exchange rate of the Scheduled Payment Currency into the Crossing Currency (and, if the relevant Issue Terms specify a Number of FX Settlement Days, for settlement in a number of FX Settlement Days equal to the Number of FX Settlement Days), which appears on the FX Price Source at approximately the applicable Scheduled-Crossing Currency Valuation Time on the relevant Rate Calculation Date, provided that if the exchange rate which appears on the FX Price Source is the exchange rate for the conversion of the Crossing Currency into the Scheduled Payment Currency, the Scheduled-Crossing Currency FX Rate shall be the reciprocal number (rounded, if "Reciprocal Rounding" is specified in the relevant Issue Terms to be applicable in respect of the Scheduled-Crossing Currency FX Rate, to the Number of Reciprocal Rounding Places, with half of the relevant unit being rounded upwards) of such exchange rate; or

(iii) if "Calculation Agent Determination" is specified to be applicable in the relevant Issue Terms, such rate for the exchange of the resultant Scheduled Payment Currency into the Crossing

Currency amount as determined by the Alternative Currency Calculation Agent, taking into consideration all available information that it deems relevant.

For the purposes of these Alternative Currency Asset Conditions, "FX Transaction", "Rate Calculation Date", "Settlement Rate", "Settlement Rate Option" and "Spot Rate" have the meanings given to them in the 1998 ISDA FX Definitions.

"**Scheduled-Crossing Currency Valuation Time**" means in respect of a Scheduled-Crossing Currency FX Rate, the time specified as such in the relevant Issue Terms or, if no time is specified as such, the time selected by the Alternative Currency Calculation Agent.

"**Scheduled Payment Currency**" means the Specified Currency, or, in the case of Currency Linked Notes, the currency in which payment is scheduled to be made on such Notes.

"**Scheduled Payment Currency Disruption Event**" means, in respect of a Scheduled Payment Currency:

(i) Inconvertibility;

(ii) Non-Transferability;

(iii) Illiquidity; and/or

(iv) the Bank 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) the Bank deems necessary to hedge the currency risk of the Bank 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).

"**Scheduled Payment Currency Jurisdiction**" means (i) other than in the case of Euro or Renminbi, the primary jurisdiction for which the Scheduled Payment Currency is the lawful currency, (ii) in the case of Euro, the Eurozone or (iii) in the case of Renminbi, Hong Kong.

AC Chapter 9: Synthetic Currency Asset Conditions

This chapter sets out additional terms and conditions that will apply if the relevant Final Terms specify "Synthetic Currency Asset Conditions" to be applicable.

The following are the conditions (the "**Synthetic Currency Asset Conditions**") that will apply to the Notes if Synthetic Currency Asset Conditions are specified to be applicable in the relevant Issue Terms. These Synthetic Currency Asset Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Synthetic Currency Asset Conditions, the Base General Conditions and/or any other applicable Asset Conditions, these Synthetic Currency Asset Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Synthetic Currency Asset Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Synthetic Currency Asset Conditions or elsewhere in the Base Conditions applicable to the Notes will have the meanings given to them in the relevant Issue Terms. References in these Synthetic Currency Asset Conditions to "Notes" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

9 Synthetic Currency Notes

9.1 Payments in Payment Currency

If the Synthetic Currency Asset Conditions are specified in the relevant Issue Terms as being applicable, notwithstanding the Notes being denominated in the Specified Currency, all payments in respect of the Notes shall be made in the Payment Currency.

The Calculation Agent will determine the amount to be paid in the Payment Currency by applying the Synthetic Currency FX Rate to the amount that would have been payable (in the Specified Currency) were it not for this Asset Condition 9.

Such payment shall be made on the date such payment would be otherwise be payable were it not for this Asset Condition 9, provided that, if the Rate Calculation Date is postponed in accordance with the provisions below, such payment shall be made the Number of Rate Calculation Business Days after the Rate Calculation Date (as so postponed). No additional interest shall be payable in respect of any such delay.

For the avoidance of doubt, Base General Condition 5(k)(ii) (*Non-Business Days*) shall apply to such payment.

9.2 Synthetic Currency FX Disruption Provisions

(a) Consequences of Disrupted Days

Subject to Asset Condition 9.2(c) (*Synthetic Currency FX Administrator/Benchmark Event Date*), if the Calculation Agent determines that any Rate Calculation Date is a Disrupted Day, the Calculation Agent shall determine the Synthetic Currency FX Rate in respect of such Rate Calculation Date in accordance with the first applicable Disruption Fallback (applied in accordance with its terms). If "Unscheduled Holiday" is specified in the relevant Issue Terms to be applicable, the references to "Rate Calculation Date" in the foregoing sentence shall be deemed to mean the Rate Calculation Date as postponed in accordance with Asset Condition 9.3(a) (*Unscheduled Holiday*) below.

(b) Disruption Fallbacks

(i) Calculation Agent Determination

"**Calculation Agent Determination**" means, in respect of a Synthetic Currency FX Rate which is affected by the occurrence of a Disrupted Day, that the Calculation Agent will determine such Synthetic Currency FX Rate (or a method for determining such Synthetic Currency FX Rate) in respect of such Disrupted Day, taking into consideration all available information that in good faith it deems relevant.

(ii) Fallback Reference Price

"**Fallback Reference Price**" means, in respect of a Synthetic Currency FX Rate which is affected by the occurrence of a Disrupted Day, that the Calculation Agent will determine such Synthetic Currency FX Rate in respect of such Disrupted Day pursuant to the alternate Settlement Rate Option(s) or FX Price Source(s), if any, specified as Fallback Reference Price(s) in the relevant Issue Terms (in the order such Fallback Reference Price(s) appear in the relevant Issue Terms, until a rate has been determined or all Fallback Reference Price(s) have been used).

(iii) Currency-Reference Dealers

"**Currency-Reference Dealers**" means, in respect of a Synthetic Currency FX Rate which is affected by the occurrence of a Disrupted Day, that the Calculation Agent will request each of at least four leading dealers, banks or banking corporations which deal in the relevant exchange market (as selected by the Calculation Agent) to provide a quotation of its rate at which it will buy one unit of the Specified Currency in units of the Payment Currency at the applicable Synthetic Currency Valuation Time on such Disrupted Day. If, for any such rate, at least two quotations are provided, the relevant rate will be the arithmetic mean of the quotations. If fewer than two quotations are provided for any such rate, the relevant rate will be the arithmetic mean of the relevant rates quoted by major banks in the relevant market, selected by the Calculation Agent at or around the applicable Synthetic Currency Valuation Time on such Disrupted Day.

(iv) Other Published Sources

"**Other Published Sources**" means, in respect of a Synthetic Currency FX Rate which is affected by the occurrence of a Disrupted Day, that the Calculation Agent will determine such Synthetic Currency FX Rate in respect of such Disrupted Day on the basis of the exchange rate for one unit of the Specified Currency in terms of the Payment Currency published by available recognised financial information vendors (as selected by the Calculation Agent) other than the applicable Synthetic Currency FX Price Source, at or around the applicable Synthetic Currency Valuation Time on such Disrupted Day.

(v) Postponement

"**Postponement**" means, in respect of a Synthetic Currency FX Rate, that if the Calculation Agent determines that any Rate Calculation Date is a Disrupted Day for such Synthetic Currency FX Rate, then the Rate Calculation Date shall be the first succeeding Synthetic Currency FX Business Day that is not a Disrupted Day, unless the Calculation Agent determines that each of the consecutive Synthetic Currency FX Business Days equal in number to the Maximum Days of Postponement immediately following such Rate Calculation Date is a Disrupted Day. In that case:

(A) that last consecutive Synthetic Currency FX Business Day shall be deemed to be the Rate Calculation Date (notwithstanding the fact that such day may be a Disrupted Day); and

(B) the next Disruption Fallback specified in the relevant Issue Terms in respect of such Synthetic Currency FX Rate shall apply.

(vi) Yen Calculation Agent Determination

"**Yen Calculation Agent Determination**" means, where the Payment Currency is Yen, the Calculation Agent shall determine the Synthetic Currency FX Rate by requesting each of the FX Reference Banks, to provide a quotation for the Synthetic Currency FX Rate. If five or four such quotations are provided as requested, after disregarding the highest of such quotations and the lowest of such quotations (provided that, if two or more such quotations are the highest such quotations, then only one of such quotations shall be disregarded, and if two or more such quotations are the lowest quotations then only one of such lowest quotations shall be disregarded), the applicable rate shall be determined by the Calculation Agent as the arithmetic mean (rounded to the nearest five decimal places, with 0.000005 being rounded upwards) of the remaining such quotations for such rate. If only three or two quotations are so provided, then the Synthetic Currency FX Rate shall be the arithmetic mean (rounded to the nearest five decimal places, with 0.000005 being rounded upwards) of such quotations. If only one quotation is available, in that event, the Calculation Agent may determine that such quotation shall be the Synthetic Currency FX Rate, alternatively, the Calculation Agent can determine that the single quotation is not suitable. If the single quotation is not suitable or no such quotation is available or if the Calculation Agent determines in its sole discretion that no suitable FX Reference Bank which is prepared to quote is available, the Calculation Agent will determine the Synthetic Currency FX Rate in its sole discretion, acting in good faith and in a commercially reasonable manner.

(vii) Cross Rate Fallback

"**Cross Rate Fallback**" means, in respect of a Synthetic Currency FX Rate in respect of which FX Price Source Determination is specified to be applicable but Cross Rate is not specified to be applicable, that the Calculation Agent will determine such Synthetic Currency FX Rate as if Cross Rate had been specified to be applicable and the Crossing Currency were the Fallback Crossing Currency.

(c) Synthetic Currency FX Administrator/Benchmark Event Date

If a Synthetic Currency FX Administrator/Benchmark Event Date occurs in respect of a Crossing-Payment Currency FX Rate, a Specified-Crossing Currency FX Rate or a Synthetic Currency FX Rate:

(1) the Disruption Fallbacks specified in the relevant Issue Terms with respect to Synthetic Currency FX Administrator/Benchmark Event will apply, or if none are specified, the "Disruption Fallbacks in respect of a Synthetic Currency FX Rate" specified in the relevant Issue Terms shall be deemed to apply in accordance with Asset Condition 9.2(a) (*Consequences of Disrupted Days*) and the definition of Disruption Fallback, provided that if the Synthetic Currency FX Benchmark is not the Synthetic Currency FX Rate then:

(i) references to the "Synthetic Currency FX Rate" in the applicable Disruption Fallbacks and related definitions and provisions of these Asset Conditions shall be deemed to be references to the "Synthetic Currency FX Benchmark";

(ii) references to "alternate Settlement Rate Options" or "FX Price Sources" shall be deemed to be references to the "Alternative Synthetic Currency FX Benchmark"; and

(iii) references to "Disrupted Day" shall be deemed to be references to "Synthetic Currency FX Administrator/Benchmark Event Date".

(2) if it (i) is or would be unlawful at any time under any applicable law or regulation or (ii) would contravene any applicable licensing requirements, for the Bank or the Calculation Agent to perform the actions prescribed in Asset Condition 9.2(a) (*Consequences of Disrupted Days*) and an applicable Disruption Fallback (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time), the next applicable Disruption Fallback will apply; and

(3) if the Benchmark Rate Determination Agent determines that the last applicable Disruption Fallback does not or would not provide a Synthetic Currency FX Benchmark (including due to the applicability of paragraph (2) above in relation to the last applicable Disruption Fallback), then the Bank shall give notice to Noteholders as soon as practicable in accordance with Base General Condition 16 (*Notices*) and the Bank shall redeem all, but not some only, of the Notes on the date specified in such notice at the Early Redemption Amount (as described in Base General Condition 7(b) (*Early Redemption*)).

(4) If, in respect of a Series, there is more than one Synthetic Currency FX Benchmark, then the foregoing provisions of this Asset Condition 9.2(c) shall apply separately to each such Synthetic Currency FX Benchmark.

(5) The Benchmark Rate Determination Agent shall not have any duty to monitor, enquire or satisfy itself as to whether any Synthetic Currency FX Administrator/Benchmark Event has occurred. If the Noteholders provide the Benchmark Rate Determination Agent with details of the circumstances which could constitute a Synthetic Currency FX Administrator/Benchmark Event, the Benchmark Rate Determination Agent will consider such notice, but will not be obliged to determine that a Synthetic Currency FX Administrator/Benchmark Event has occurred solely as a result of receipt of such notice.

(d) Change to a Synthetic Currency FX Benchmark

If the definition, methodology or formula for a Synthetic Currency FX Benchmark, or other means of calculating the Synthetic Currency FX Benchmark, is changed or modified (irrespective of the materiality of any such change or changes), then, unless otherwise specified in the relevant Issue Terms, references to that Synthetic Currency FX Benchmark shall be to the Synthetic Currency FX Benchmark as changed and modified and Noteholders or Couponholders will not be entitled to any form of compensation as a result of such change or modification.

9.3 EM Currency Provisions

(a) Unscheduled Holiday

If "Unscheduled Holiday" is specified to be applicable in the relevant Issue Terms in respect of a Synthetic Currency FX Rate, if the Calculation Agent determines that a Rate Calculation Date is an Unscheduled Holiday in respect of the Synthetic Currency FX Rate, then the Rate Calculation Date in respect of such Synthetic Currency FX Rate shall be the first succeeding Synthetic Currency FX Business Day which is not an Unscheduled Holiday, unless the Calculation Agent determines that such first Synthetic Currency FX Business Day has not occurred on or before the date falling the Maximum Days of Unscheduled Holiday

Postponement immediately following such Rate Calculation Date. In that case, the next day after that period that would be a Synthetic Currency FX Business Day but for an Unscheduled Holiday shall be deemed to be the Rate Calculation Date (such day, the "**Adjusted Rate Calculation Date**").

(b) Additional Disruption Fallbacks

In addition to the Disruption Fallbacks set out in Asset Condition 9.2(b) (*Disruption Fallbacks*) above, the relevant Issue Terms may also specify any of the following additional Disruption Fallbacks to apply in respect of a Synthetic Currency FX Rate:

(i) EM Valuation Postponement

"**EM Valuation Postponement**" means, in respect of a Synthetic Currency FX Rate (which term shall include, where the relevant Issue Terms provides that the prior applicable Disruption Fallback is "Fallback Reference Price", the Synthetic Currency FX Rate determined using the applicable Fallback Reference Price), that if the Calculation Agent determines that any Rate Calculation Date is a Disrupted Day in respect of such Synthetic Currency FX Rate, then the Rate Calculation Date shall be the first succeeding Synthetic Currency FX Business Day which is not a Disrupted Day, unless the Calculation Agent determines that no such Synthetic Currency FX Business Day has occurred on or before the Maximum Days of EM Valuation Postponement immediately following such Rate Calculation Date. In that case:

(a) the next Synthetic Currency FX Business Day after the EM Valuation Longstop Date shall be deemed to be the Rate Calculation Date (notwithstanding the fact that such day may be a Disrupted Day); and

(b) the next Disruption Fallback specified in the relevant Issue Terms in respect of such Synthetic Currency FX Rate shall apply.

(ii) EM Valuation Fallback Postponement

"**EM Valuation Fallback Postponement**" means, in respect of a Synthetic Currency FX Rate (which term shall include, where the relevant Issue Terms provides that the prior applicable Disruption Fallback is "Fallback Reference Price", the Synthetic Currency FX Rate determined using the applicable Fallback Reference Price), that if the Calculation Agent determines that the Synthetic Currency FX Rate (as determined by reference to the applicable Fallback Reference Price) is not available (a) on the first Synthetic Currency FX Business Day following the end of the Maximum Days of EM Valuation Postponement (where a Synthetic Currency FX Disruption Event has occurred or exists in respect of the Synthetic Currency FX Rate throughout the Maximum Days of EM Valuation Postponement) or (b) on the Adjusted Rate Calculation Date, then the Rate Calculation Date shall be the first succeeding Synthetic Currency FX Business Day which is not a Disrupted Day, unless the Calculation Agent determines that no such Synthetic Currency FX Business Day has occurred on or before the Maximum Days of EM Valuation Fallback Postponement immediately following such first Synthetic Currency FX Business Day following the end of the Maximum Days of EM Valuation Postponement or the Adjusted Rate Calculation Date, as the case may be. In that case:

(a) the next Synthetic Currency FX Business Day after the EM Valuation Fallback Longstop Date shall be deemed to be the Rate Calculation Date (notwithstanding the fact that such day may be a Disrupted Day); and

(b) the next Disruption Fallback specified in the relevant Issue Terms in respect of such Synthetic Currency FX Rate shall apply.

(c) Cumulative Events

If "Cumulative Events" is specified to be applicable in the relevant Issue Terms in respect of a Synthetic Currency FX Rate (which term shall include, where the relevant Issue Terms provides that the prior applicable Disruption Fallback is "Fallback Reference Price", the Synthetic Currency FX Rate determined using the applicable Fallback Reference Price), then the total number of consecutive calendar days during which such Rate Calculation Date is deferred due to (i) an Unscheduled Holiday, (ii) an EM Valuation Postponement or (iii) an EM Valuation Fallback Postponement (or any combination of (i), (ii) and (iii)), shall not exceed the Maximum Days of Cumulative Postponement in the aggregate.

Accordingly, if by the operation of the above paragraph, a Rate Calculation Date is postponed by the number of calendar days equal to the Maximum Days of Cumulative Postponement, then such Rate Calculation Date shall be the Cumulative Longstop Date. If such Cumulative Postponement Longstop Date is a Disrupted Day or an Unscheduled Holiday, then the Calculation Agent shall determine the Synthetic Currency FX Rate in respect of such Cumulative Postponement Longstop Date in accordance with the next applicable Disruption Fallback.

9.4 Definitions

"**1998 ISDA FX Definitions**" means the 1998 ISDA FX and Currency Option Definitions, as published by the International Swaps and Derivatives Association, Inc., and in respect of the Notes, as amended and supplemented up to and including the Issue Date of the first Tranche of the Notes.

"**Adjusted Rate Calculation Date**" has the meaning given to it in Asset Condition 9.3 (*EM Currency Provisions*).

"**Alternative Synthetic Currency FX Benchmark**" in respect of a Synthetic Currency FX Benchmark, the first of the indices, benchmarks, rates or other price sources specified as such in the relevant Issue Terms as (a) a Fallback Reference Price for the purposes of a Synthetic Currency FX Administrator/Benchmark Event or (b) otherwise, a Fallback Reference Price for the purposes of a Price Source Disruption, in each case, that is not subject to a Disruption Event and a Synthetic Currency FX Administrator/Benchmark Event.

"**Calculation Agent Determination**" has the meaning given to it in Asset Condition 9.2 (*Synthetic Currency FX Disruption*).

"**Crossing Currency**" means the currency specified as such in the relevant Issue Terms or, if no currency is so specified, U.S. Dollars.

"**Crossing-Payment Currency FX Rate**" means either:

(i) if "ISDA Determination" is specified to be applicable in the relevant Issue Terms in respect of the Crossing-Payment Currency FX Rate, the Spot Rate or Settlement Rate (as applicable) that would be determined by the Calculation Agent under an FX Transaction governed by an ISDA Master Agreement which incorporates the 1998 ISDA FX Definitions and under which:

(a) the Settlement Rate Option is as specified in the relevant Issue Terms; and

(b) the Rate Calculation Date is the applicable Rate Calculation Date; or

(ii) if "FX Price Source Determination" is specified to be applicable in the relevant Issue Terms in respect of the Crossing-Payment Currency FX Rate, the exchange rate of the Crossing Currency into the Payment Currency (and, if the relevant Issue Terms specify a Number of FX Settlement Days, for settlement in a number of FX Settlement Days equal to the Number of FX Settlement Days), which appears on the FX Price Source at approximately the applicable Crossing-Payment Currency Valuation Time on the relevant Rate Calculation Date, provided that if the

exchange rate which appears on the FX Price Source is the exchange rate for the conversion of the Payment Currency into the Crossing Currency, the Crossing-Payment Currency FX Rate shall be the reciprocal number (rounded, if "Reciprocal Rounding" is specified in the relevant Issue Terms to be applicable in respect of the Crossing-Payment Currency FX Rate, to the Number of Reciprocal Rounding Places, with half of the relevant unit being rounded upwards) of such exchange rate.

For the purposes of paragraph (i) above, "FX Transaction", "Settlement Rate", "Settlement Rate Option" and "Spot Rate" have the meanings given to them in the 1998 ISDA FX Definitions.

"**Crossing-Payment Currency Valuation Time**" means the time specified as such in the relevant Issue Terms or, if no time is specified as such, the time selected by the Calculation Agent.

"**Cumulative Events**" has the meaning given to it in Asset Condition 9.3 (*EM Currency Provisions*).

"**Cumulative Longstop Date**" means, in respect of any postponement by a number of days equal to the Maximum Days of Cumulative Postponement, the last day of such postponement.

"**Currency**" has the meaning given to it in the 1998 ISDA FX Definitions.

"**Currency-Reference Dealers**" has the meaning given to it in Asset Condition 9.2 (*Synthetic Currency FX Disruption*).

"**Disrupted Day**" means any day on which a Synthetic Currency FX Disruption Event occurs.

"**Disruption Fallback**" means, in respect of a Synthetic Currency FX Rate, Calculation Agent Determination, Fallback Reference Price, Currency-Reference Dealers, Other Published Sources, Postponement, Yen Calculation Agent Determination, Cross Rate Fallback, EM Valuation Postponement and EM Valuation Fallback Postponement. The applicable Disruption Fallback in respect of a Synthetic Currency FX Rate shall be as specified in the relevant Issue Terms, and if two or more Disruption Fallbacks are specified, unless otherwise provided in the relevant Issue Terms, such Disruption Fallbacks shall apply in the order in which they are specified, such that if the Calculation Agent determines that the Synthetic Currency FX Rate cannot be determined by applying one Disruption Fallback, then the next Disruption Fallback specified shall apply.

"**EM Valuation Fallback Longstop Date**" means, in respect of any postponement by a number of days equal to the Maximum Days of EM Valuation Fallback Postponement, the last day of such postponement.

"**EM Valuation Fallback Postponement**" means the event described in Asset Condition 9.3(b)(ii) (*EM Currency Provisions: EM Valuation Fallback Postponement*) above.

"**EM Valuation Longstop Date**" means, in respect of any postponement by a number of days equal to the Maximum Days of EM Valuation Postponement, the last day of such postponement.

"**EM Valuation Postponement**" means the event described in Asset Condition 9.3(b)(i) (*EM Currency Provisions: EM Valuation Postponement*) above.

"**Fallback Crossing Currency**" means the currency specified as such in the relevant Issue Terms or, if no currency is so specified, U.S. Dollars.

"**Fallback Reference Price**" has the meaning given to it in Asset Condition 9.2 (*Synthetic Currency FX Disruption*).

"**FX Price Source**" means, in respect of a Synthetic Currency FX Rate or a Crossing-Payment Currency FX Rate or a Specified-Crossing Currency FX Rate, the price source(s) (if any) specified as such in the relevant Issue Terms for such Synthetic Currency FX Rate or, if no Synthetic Currency FX Administrator/Benchmark Event Date has occurred and the relevant rate is not published or announced

by such FX Price Source at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

"**FX Reference Banks**" means (i) the institutions specified as such in the relevant Issue Terms; or (ii) if any of the institutions specified as such in the relevant Issue Terms have ceased to exist or quote relevant rates or prices, whether because of merger or otherwise, those institutions specified that continue to exist and quote relevant rates and prices together with such additional number of institutions selected by the Calculation Agent, as is required to increase the number of existing and quoting institutions to the number of institutions originally specified; (iii) if institutions are not specified in the relevant Issue Terms, five leading institutions in the relevant currency and foreign exchange markets selected by the Calculation Agent.

"**FX Settlement Business Centre**" means any additional financial centre relevant for the purposes of determining FX Settlement Days, as specified in the relevant Issue Terms.

"**FX Settlement Days**" means a day on which commercial banks and foreign exchange markets settle payments in London and each FX Settlement Business Centre specified in the relevant Issue Terms.

"**Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a relevant jurisdiction.

"**Maximum Days of Cumulative Postponement**" means the number of days specified as such in the relevant Issue Terms.

"**Maximum Days of EM Valuation Fallback Postponement**" means the number of days specified as such in the relevant Issue Terms.

"**Maximum Days of EM Valuation Postponement**" means the number of days specified as such in the relevant Issue Terms.

"**Maximum Days of Postponement**" means the number of days specified as such in the relevant Issue Terms.

"**Maximum Days of Unscheduled Holiday Postponement**" means the number of calendar days specified as such in the relevant Issue Terms.

"**Number of Cross Rate Rounding Places**" means the number specified as such in the relevant Issue Terms.

"**Number of FX Settlement Days**" means, in respect of the Payment Currency, such number or amount as is specified in the relevant Issue Terms.

"**Number of Rate Calculation Business Days**" means the number of Rate Calculation Business Days specified as such in the relevant Issue Terms.

"**Number of Reciprocal Rounding Places**" means the number specified as such in the relevant Issue Terms.

"**Other Published Sources**" has the meaning given to it in Asset Condition 9.2 (*Synthetic Currency FX Disruption*).

"**Payment Currency**" means the Currency specified as such in the relevant Issue Terms.

"**Postponement**" has the meaning given to it in Asset Condition 9.2 (*Synthetic Currency FX Disruption*).

"**Principal Financial Centre**" has the meaning given to it in Asset Condition 9.5 (*Principal Financial Centres*).

"**Rate Calculation Business Centre(s)**" means each business centre that is relevant for determining whether a day is a Rate Calculation Business Day, as specified in the relevant Issue Terms, provided that if no business centre is specified in the relevant Issue Terms, the Rate Calculation Business Centre(s) shall be the Principal Financial Centres for the relevant currencies.

"**Rate Calculation Business Day**" means, unless otherwise specified in the relevant Issue Terms, a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in the Rate Calculation Business Centre(s).

"**Rate Calculation Date**" means, in respect of any Interest Payment Date or the Maturity Date or other date on which an Early Redemption Amount or other amount is due, the day falling the Number of Rate Calculation Business Days prior to such Interest Payment Date, Maturity Date or other date (as the case may be), provided that if such day is an Unscheduled Holiday (if applicable) or a Disrupted Day, the Rate Calculation Date shall be determined in accordance with Asset Condition 9.2 (*Synthetic Currency FX Disruption Provisions*) and Asset Condition 9.3 (*EM Currency Provisions*).

"**Specified-Crossing Currency FX Rate**" means either:

(i) if "ISDA Determination" is specified to be applicable in the relevant Issue Terms in respect of the Specified-Crossing Currency FX Rate, the Spot Rate or Settlement Rate (as applicable) that would be determined by the Calculation Agent under an FX Transaction governed by an ISDA Master Agreement which incorporates the 1998 ISDA FX Definitions and under which:

   (a) the Settlement Rate Option is as specified in the relevant Issue Terms; and

   (b) the Rate Calculation Date is the applicable Rate Calculation Date; or

(ii) if "FX Price Source Determination" is specified to be applicable in the relevant Issue Terms in respect of the Specified-Crossing Currency FX Rate, the exchange rate of the Specified Currency into the Crossing Currency (and, if the relevant Issue Terms specify a Number of FX Settlement Days, for settlement in a number of FX Settlement Days equal to the Number of FX Settlement Days), which appears on the FX Price Source at approximately the applicable Specified-Crossing Currency Valuation Time on the relevant Rate Calculation Date, provided that if the exchange rate which appears on the FX Price Source is the exchange rate for the conversion of the Crossing Currency into the Specified Currency, the Specified-Crossing Currency FX Rate shall be the reciprocal number (rounded, if "Reciprocal Rounding" is specified in the relevant Issue Terms to be applicable in respect of the Specified-Crossing Currency FX Rate, to the Number of Reciprocal Rounding Places, with half of the relevant unit being rounded upwards) of such exchange rate.

For the purposes of paragraph (i) above, "FX Transaction", "Settlement Rate", "Settlement Rate Option" and "Spot Rate" have the meanings given to them in the 1998 ISDA FX Definitions.

"**Specified-Crossing Currency Valuation Time**" means the time specified as such in the relevant Issue Terms or, if no time is specified as such, the time selected by the Calculation Agent.

"**Synthetic Currency FX Administrator/Benchmark Event**" means, for a Series and a Synthetic Currency FX Benchmark, any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Synthetic Currency FX Benchmark or the administrator or sponsor of the Synthetic Currency FX Benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that the Bank or the

Calculation Agent is not, or will not be, permitted under any applicable law or regulation to use the Synthetic Currency FX Benchmark to perform its or their respective obligations under the Notes.

"**Synthetic Currency FX Administrator/Benchmark Event Date**" means, for a Series and a Synthetic Currency FX Administrator/Benchmark Event, the date on which the authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is:

(i) required under any applicable law or regulation; or

(ii) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that the Synthetic Currency FX Benchmark is not permitted to be used under the Notes following rejection, refusal, suspension or withdrawal,

or, in each case, if such date occurs before the Trade Date, the Trade Date.

"**Synthetic Currency FX Benchmark**" means in respect of a Series, a Crossing-Payment Currency FX Rate, a Specified-Crossing Currency FX Rate, a Synthetic Currency FX Rate, an FX Price Source, a Spot Rate, a Settlement Rate, a Settlement Rate Option (or, if applicable, the index, benchmark or other price source that is referred to in the Crossing-Payment Currency FX Rate, Specified-Crossing Currency FX Rate, Synthetic Currency FX Rate, an FX Price Source, Spot Rate, Settlement Rate or Settlement Rate Option) and which is a measure constituting an index (or a combination of indices) under any law or regulation applicable to the Notes. To the extent that a Fallback Reference Price or an Alternative Synthetic Currency FX Benchmark is used, it shall be a "Synthetic Currency FX Benchmark" from the day on which it is used.

"**Synthetic Currency FX Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits in accordance with the market practice of the foreign exchange market), or but for the occurrence of a Synthetic Currency FX Disruption Event would have settled payments and been open for general business, in each of the Principal Financial Centres in respect of the Synthetic Currency FX Rate.

"**Synthetic Currency FX Disruption Event**" means the occurrence or existence, as determined by the Calculation Agent, of any of the following events, if specified as applicable in the relevant Issue Terms:

(i) "**Benchmark Obligation Default**", which means, with respect to any Benchmark Obligation, the occurrence of an event of default or other similar condition or event (however described), including, but not limited to:

(a) the failure of timely payment in full of any principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of such Benchmark Obligation;

(b) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of such Benchmark Obligation; or

(c) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of such Benchmark Obligation without the consent of all holders of such Benchmark Obligation.

The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of the relevant entity to issue or enter into such Benchmark Obligation;

(ii) "**Price Materiality**", which means the Primary Rate specified in the relevant Issue Terms differs from the Secondary Rate specified in the relevant Issue Terms by at least the Price Materiality Percentage;

(iii) "**Currency Replacement**", which means a relevant currency ceases to exist and is replaced by a new currency in a relevant jurisdiction;

(iv) "**Dual Exchange Rate**", which means a Synthetic Currency FX Rate splits into dual or multiple currency exchange rates;

(v) "**Governmental Authority Event**", which means a Governmental Authority of a relevant jurisdiction has given public notice of its intention to impose any controls which are likely to materially affect the Bank's ability to hedge its obligations with respect to the Currency Linked Notes or to unwind any such hedge;

(vi) "**Illiquidity**", which means it is or becomes or is likely to become impossible or impracticable for the Bank to obtain any currency or obtain or use the Synthetic Currency FX Rate in an appropriate amount;

(vii) "**Inconvertibility**", which means the occurrence of any event that makes it or is likely to make it impossible and/or impracticable for the Bank to convert one relevant currency into another through customary legal channels (including, without limitation, any event that has the direct or indirect effect of hindering, limiting or restricting convertibility by way of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on repatriation of one currency into another currency);

(viii) "**Non-Transferability**", which means the occurrence of any event in or affecting any relevant jurisdiction that makes it or is likely to make it impossible and/or impracticable for the Bank to deliver any relevant currency into a relevant account; and/or

(ix) "**Price Source Disruption**", which means it becomes impossible or impracticable to obtain a Synthetic Currency FX Rate on or in respect of a Rate Calculation Date (or, if different, the day on which rates for that Rate Calculation Date would, in the ordinary course, be published or announced by the relevant price source).

"**Synthetic Currency FX Rate**" means, subject to Asset Condition 9.2 (*Synthetic Currency FX Disruption Provisions*), either:

(i) if "Cross Rate" is not specified in the relevant Issue Terms to be applicable to such Synthetic Currency FX Rate:

(a) if "ISDA Determination" is specified to be applicable in the relevant Issue Terms in respect of such Synthetic Currency FX Rate, the Spot Rate or Settlement Rate (as applicable) that would be determined by the Calculation Agent under an FX Transaction governed by an ISDA Master Agreement which incorporates the 1998 ISDA FX Definitions and under which:

(I) the Settlement Rate Option is as specified in the relevant Issue Terms; and

(II) the Rate Calculation Date is the applicable Rate Calculation Date; or

(b) if "FX Price Source Determination" is specified to be applicable in the relevant Issue Terms in respect of the Synthetic Currency FX Rate, the exchange rate of the Specified Currency into the Payment Currency (and, if the relevant Issue Terms specify a Number of FX Settlement Days, for settlement in a number of FX Settlement Days equal to the Number of FX Settlement Days), which appears on the FX Price Source at approximately the applicable Synthetic Currency Valuation Time on the relevant Rate

Calculation Date, provided that if the exchange rate which appears on the FX Price Source is the exchange rate for the conversion of the Payment Currency into the Specified Currency, the Synthetic Currency FX Rate shall be the reciprocal number (rounded, if "Reciprocal Rounding" is specified in the relevant Issue Terms to be applicable in respect of the Synthetic Currency FX Rate, to the Number of Reciprocal Rounding Places, with half of the relevant unit being rounded upwards) of such exchange rate; or

(ii) if "Cross Rate" is specified in the relevant Issue Terms to be applicable to such Synthetic Currency FX Rate, the rate (rounded, if "Cross Rate Rounding" is specified in the relevant Issue Terms to be applicable in respect of the Synthetic Currency FX Rate, to the Number of Cross Rate Rounding Places, with half of the relevant unit being rounded upwards) that would be achieved by converting an amount in the Specified Currency into the Crossing Currency using the Specified-Crossing Currency FX Rate and then converting the resultant amount from the Crossing Currency into the Payment Currency at the Crossing-Payment Currency FX Rate.

For the purposes of paragraph (i)(a) above, "FX Transaction", "Settlement Rate", "Settlement Rate Option" and "Spot Rate" have the meanings given to them in the 1998 ISDA FX Definitions.

"**Synthetic Currency Valuation Time**" means the time specified as such in the relevant Issue Terms or, if no time is specified as such, the time selected by the Calculation Agent.

"**Unscheduled Holiday**" means, in respect of a day, that such day is not a Synthetic Currency FX Business Day and the market was not aware of such fact (by means of a public announcement or reference to other publicly available information) until a time later than 9.00 a.m. local time in the relevant Principal Financial Centre two Synthetic Currency FX Business Days prior to such day.

"**Yen Calculation Agent Determination**" has the meaning given to it in Asset Condition 9.2(b) (*Disruption Fallbacks*).

9.5 Principal Financial Centres

The "**Principal Financial Centre**" in respect of each Currency is the financial centre or centres specified as such in the relevant Issue Terms, or if none is specified, the financial centre or centres indicated below with respect to such Currency:

Currency	Principal Financial Centre(s)
Algerian Dinar	Algiers
Angolan Kwanza	Luanda
Argentine Peso	Buenos Aires
Australian Dollar	Sydney and Melbourne
Brazilian Real	Brasilia, Rio de Janeiro or São Paulo
Bulgarian Lev	Sofia
Canadian Dollar	Toronto
Chilean Peso	Santiago
Chinese Renminbi	Beijing
Colombian Peso	Bogota
Croatian Kuna	Zagreb
Czech Koruna	Prague
Danish Krone	Copenhagen

Currency	Principal Financial Centre(s)
Ecuadorian Sucre	Guayaquil
Egyptian Pound	Cairo
Ghanaian Cedi	Accra
Hong Kong Dollar	Hong Kong
Hungarian Forint	Budapest
Indian Rupee	Mumbai
Indonesian Rupiah	Jakarta and Singapore
Israeli Shekel	Tel Aviv
Kazakhstan Tenge	Almaty
Kenyan Shilling	Nairobi
Korean Won	Seoul
Kuwaiti Dinar	Kuwait City
Latvian Lats	Riga
Lebanese Pound	Beirut
Lithuanian Litas	Vilnius
Malaysian Ringgit	Kuala Lumpur and Singapore
Mexican Peso	Mexico City
Moroccan Dirham	Rabat
New Zealand Dollar	Wellington and Auckland
Nigerian Naira	Lagos
Norwegian Krone	Oslo
Pakistani Rupee	Karachi
Peruvian Sol	Lima
Philippine Peso	Manila
Polish Zloty	Warsaw
Romanian Leu	Bucharest
Russian Ruble	Moscow
Saudi Arabian Riyal	Riyadh
Singapore Dollar	Singapore
South African Rand	Johannesburg
Sri Lankan Rupee	Colombo
Sterling	London
Swedish Krona	Stockholm
Swiss Franc	Zurich
Taiwanese Dollar	Taipei
Thai Baht	Bangkok and Singapore
Tunisian Dinar	Tunis
Turkish Lira	Ankara

Currency	Principal Financial Centre(s)
Ukrainian Hryvnia	Kiev
U.S. Dollar	New York
Venezuelan Bolivar	Caracas
Vietnamese Dong	Hanoi and Singapore
Yen	Tokyo
Zambian Kwacha	Lusaka

PAYOUT CONDITIONS

This section sets out the additional terms and conditions that may apply to the interest and/or redemption payments in respect of the Notes.

These Payout Conditions are only relevant to Notes for which the relevant Final Terms specifies any of the below Payout Conditions to be applicable. Only those chapters containing a Payout Condition specified in the relevant Final Terms to be applicable will apply to a particular series of Notes.

The following are the additional terms and conditions (the "**Payout Conditions**") that apply to Notes as may be specified in the relevant Issue Terms. The Payout Conditions are set out as follows:

Coupon Payout Conditions

The following chapters each relate to a different method of calculating the interest (if any) in respect of the Notes (as may be specified in the Issue Terms):

- Structured Floating Rate Coupon Payout Conditions — CPC Chapter 1
- Inverse Floating Rate Coupon Payout Conditions — CPC Chapter 2
- Fixed Rate Step-up/Step-down Coupon Payout Conditions — CPC Chapter 3
- Fixed to Floating Coupon Payout Conditions — CPC Chapter 4
- Floating to Fixed Coupon Payout Conditions — CPC Chapter 5
- Fixed to Floating Switchable Coupon Payout Conditions — CPC Chapter 6
- Floating to Fixed Switchable Coupon Payout Conditions — CPC Chapter 7
- Fixed Rate Range Accrual Coupon Payout Conditions — CPC Chapter 8
- Floating Rate Range Accrual Coupon Payout Conditions — CPC Chapter 9
- Fixed Rate Dual Range Accrual Coupon Payout Conditions — CPC Chapter 10
- Floating Rate Dual Range Accrual Coupon Payout Conditions — CPC Chapter 11
- Digital Coupon Payout Conditions — CPC Chapter 12
- Inflation-Linked Coupon Payout Conditions — CPC Chapter 13
- Inflation Protected Coupon Payout Conditions — CPC Chapter 14
- Performance Coupon Payout Conditions — CPC Chapter 15
- Annualised Performance Coupon Payout Conditions — CPC Chapter 16

Redemption Payout Conditions

The following chapters each relate to a different method of calculating the Redemption Amount (as may be specified in the Issue Terms):

- Performance Redemption Payout Conditions — RPC Chapter 1
- Performance Plus Downside Redemption Payout Conditions — RPC Chapter 2
- Performance Plus Conditional Downside Redemption Payout Conditions — RPC Chapter 3
- Absolute Performance Redemption Payout Conditions — RPC Chapter 4
- Reverse Convertible Redemption Payout Conditions — RPC Chapter 5
- Reverse Convertible Plus Conditional Downside Redemption Payout Conditions — RPC Chapter 6
- Inflation Protected Redemption Payout Conditions — RPC Chapter 7

- Dual Currency Redemption Payout Conditions RPC Chapter 8

CPC Chapter 1: Structured Floating Rate Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Structured Floating Rate Coupon" to be applicable.

The following terms and conditions (the "**Structured Floating Rate Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Structured Floating Rate Coupon" is "Applicable". These Structured Floating Rate Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Structured Floating Rate Coupon Payout Conditions, the relevant Asset Conditions, and/or the Base General Conditions, these Structured Floating Rate Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Structured Floating Rate Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Structured Floating Rate Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Structured Floating Rate Coupon Payout Conditions to a Payout Condition are to a section or clause of these Structured Floating Rate Coupon Payout Conditions.

1 Structured Floating Rate Coupon

1.1 Definitions

For the purposes of these Structured Floating Rate Coupon Payout Conditions, the following terms shall have the following meanings:

"**Cap**" means, in respect of any Interest Accrual Period, the fixed rate, ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified in the Issue Terms (or percentage thereof specified in the Issue Terms) and determined as if such rate were an "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*). If Cap is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Cap shall be infinity for such Interest Accrual Period.

"**Floating Rate of Interest**" means a rate calculated as follows:

$$MIN\{MAX[(Leverage \times Relevant\ Rate) + Margin, Floor], Cap\}.$$

"**Floor**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which shall be greater than zero) specified under the heading "Floor" in such table adjacent to the relevant Interest Accrual Period. If Floor is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Floor shall be zero for such Interest Accrual Period.

"**Leverage**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the value or percentage specified under the heading "Leverage" in such table adjacent to the relevant Interest Accrual Period. If Leverage is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Leverage shall be 100 per cent. or 1 (as the context may require) for such Interest Accrual Period.

"**Margin**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which may be positive or negative) specified under the heading "Margin" in such table adjacent to the relevant Interest Accrual Period. If Margin is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Margin shall be zero for such Interest Accrual Period.

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Relevant Rate**" means the ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified as such under the section "Relevant Rate" in the relevant Issue Terms and determined as if such rate were a "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*).

1.2 Rate of Interest

The Rate of Interest applicable to the Notes in respect of any Interest Accrual Period to which the Structured Floating Rate Coupon Payout Conditions apply (as specified in the relevant Issue Terms) shall be the Floating Rate of Interest.

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes)*.

CPC Chapter 2: Inverse Floating Rate Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Inverse Floating Rate Coupon" to be applicable.

The following terms and conditions (the "**Inverse Floating Rate Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Inverse Floating Rate Coupon" is "Applicable". These Inverse Floating Rate Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Inverse Floating Rate Coupon Payout Conditions, the relevant Asset Conditions, and/or the Base General Conditions, these Inverse Floating Rate Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Inverse Floating Rate Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Inverse Floating Rate Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Inverse Floating Rate Coupon Payout Conditions to a Payout Condition are to a section or clause of these Inverse Floating Rate Coupon Payout Conditions.

2 Inverse Floating Rate Coupon

2.1 Definitions

For the purposes of these Inverse Floating Rate Coupon Payout Conditions, the following terms shall have the following meanings:

"**Cap**" means, in respect of any Interest Accrual Period, the fixed rate, ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified in the Issue Terms (or percentage thereof specified in the Issue Terms) and determined as if such rate were an "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*). If Cap is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Cap shall be infinity for such Interest Accrual Period.

"**Fixed Rate of Interest**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the rate specified under the heading "Fixed Rate of Interest" in such table adjacent to the relevant Interest Accrual Period.

"**Floor**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which shall be greater than zero) specified under the heading "Floor" in such table adjacent to the relevant Interest Accrual Period. If Floor is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Floor shall be zero for such Interest Accrual Period.

"**Leverage**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the value or percentage specified under the heading "Leverage" in such table adjacent to the relevant Interest Accrual Period. If Leverage is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Leverage shall be 100 per cent. or 1 (as the context may require) for such Interest Accrual Period.

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Relevant Rate**" means the ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified as such under the section "Relevant Rate" in the relevant Issue Terms and determined as if such rate were a "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*).

"**Variable Rate of Interest**" means a rate calculated as follows:

$$MIN\{MAX[Fixed\ Rate\ of\ Interest - (Leverage \times Relevant\ Rate), Floor], Cap\}.$$

2.2 Rate of Interest

The Rate of Interest applicable to the Notes in respect of any Interest Accrual Period to which the Inverse Floating Rate Coupon Payout Conditions apply (as specified in the relevant Issue Terms) shall be the Variable Rate of Interest.

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes)*.

CPC Chapter 3: Fixed Rate Step-up/Step-down Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Fixed Rate Step-up/Step-down Coupon" to be applicable.

The following terms and conditions (the "**Fixed Rate Step-up/Step-down Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Fixed Rate Step-up/Step-down Coupon" is "Applicable". These Fixed Rate Step-up/Step-down Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Fixed Rate Step-up/Step-down Coupon Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Fixed Rate Step-up/Step-down Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Fixed Rate Step-up/Step-down Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Fixed Rate Step-up/Step-down Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Fixed Rate Step-up/Step-down Coupon Payout Conditions to a Payout Condition are to a section or clause of these Fixed Rate Step-up/Step-down Coupon Payout Conditions.

3 Fixed Rate Step-up/Step-down Coupon

3.1 Rate of Interest

The Rate of Interest applicable to the Notes in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms to which the Fixed Rate Step-up/Step-down Coupon Payout Conditions apply (as specified in such Issue Terms), shall be the rate per annum specified under the heading "Rate of Interest" in such table adjacent to the relevant Interest Accrual Period.

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes*).

CPC Chapter 4: Fixed to Floating Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Fixed to Floating Coupon" to be applicable.

The following terms and conditions (the "**Fixed to Floating Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Fixed to Floating Coupon" is "Applicable". These Fixed to Floating Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Fixed to Floating Coupon Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Fixed to Floating Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Fixed to Floating Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Fixed to Floating Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Fixed to Floating Coupon Payout Conditions to a Payout Condition are to a section or clause of these Fixed to Floating Coupon Payout Conditions.

4 Fixed to Floating Coupon

4.1 Definitions

For the purposes of these Fixed to Floating Coupon Payout Conditions, the following terms shall have the following meanings:

"**Cap**" means, in respect of any Interest Accrual Period, the fixed rate, ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified in the Issue Terms (or percentage thereof specified in the Issue Terms) and determined as if such rate were an "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*). If Cap is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Cap shall be infinity for such Interest Accrual Period.

"**Coupon Flip Date**" means the date specified as such in the relevant Issue Terms.

"**Fixed Rate of Interest**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the "Fixed Rate Provisions" section of the relevant Issue Terms, the rate specified under the heading "Fixed Rate of Interest" in such table adjacent to the relevant Interest Accrual Period.

"**Floating Rate of Interest**" means a rate calculated as follows:

$$MIN\{MAX[(Leverage \times Relevant\ Rate) + Margin, Floor], Cap\}.$$

"**Floor**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which shall be greater than zero) specified under the heading "Floor" in such table adjacent to the relevant Interest Accrual Period. If Floor is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Floor shall be zero for such Interest Accrual Period.

"**Leverage**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the value or percentage specified under the heading "Leverage" in such table adjacent to the relevant Interest Accrual Period. If Leverage is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Leverage shall be 100 per cent. or 1 (as the context may require) for such Interest Accrual Period.

"**Margin**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (whether positive or negative) specified under the heading "Margin" in such table adjacent to the relevant Interest Accrual Period. If Margin is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Margin shall be zero for such Interest Accrual Period.

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Relevant Rate**" means the ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified as such under the section "Relevant Rate" in the relevant Issue Terms and determined as if such rate were a "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*).

4.2 Rate of Interest

The Rate of Interest applicable to the Notes from time to time shall be:

(i) for each Interest Accrual Period to which the Fixed to Floating Coupon Payout Conditions apply (as specified in the relevant Issue Terms) ending prior to the relevant Coupon Flip Date, the Fixed Rate of Interest in respect of such Interest Accrual Period; or

(ii) for each Interest Accrual Period to which the Fixed to Floating Coupon Payout Conditions apply (as specified in the relevant Issue Terms) beginning on or after the relevant Coupon Flip Date, the Floating Rate of Interest in respect of such Interest Accrual Period.

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes)*.

CPC Chapter 5: Floating to Fixed Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Floating to Fixed Coupon" to be applicable.

The following terms and conditions (the "**Floating to Fixed Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Floating to Fixed Coupon" is "Applicable". These Floating to Fixed Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Floating to Fixed Coupon Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Floating to Fixed Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Floating to Fixed Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Floating to Fixed Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Floating to Fixed Coupon Payout Conditions to a Payout Condition are to a section or clause of these Floating to Fixed Coupon Payout Conditions.

5 Floating to Fixed Coupon

5.1 Definitions

For the purposes of these Floating to Fixed Coupon Payout Conditions, the following terms shall have the following meanings:

"**Cap**" means, in respect of any Interest Accrual Period, the fixed rate, ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified in the Issue Terms (or percentage thereof specified in the Issue Terms) and determined as if such rate were an "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*). If Cap is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Cap shall be infinity for such Interest Accrual Period.

"**Coupon Flip Date**" means the date specified as such in the relevant Issue Terms.

"**Fixed Rate of Interest**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the "Fixed Rate Provisions" section of the relevant Issue Terms, the rate specified under the heading "Fixed Rate of Interest" in such table adjacent to the relevant Interest Accrual Period.

"**Floating Rate of Interest**" means a rate calculated as follows:

$$MIN\{MAX[(Leverage \times Relevant\ Rate) + Margin, Floor], Cap\}.$$

"**Floor**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which shall be greater than zero) specified under the heading "Floor" in such table adjacent to the relevant Interest Accrual Period. If Floor is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Floor shall be zero for such Interest Accrual Period.

"**Leverage**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the value or percentage specified under the heading "Leverage" in such table adjacent to the relevant Interest Accrual Period. If Leverage is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Leverage shall be 100 per cent. or 1 (as the context may require) for such Interest Accrual Period.

"**Margin**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the "Floating Rate Provisions" section of the relevant Issue Terms, the percentage (whether positive or negative) specified under the heading "Margin" in such table adjacent to the relevant Interest Accrual Period. If Margin is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Margin shall be zero for such Interest Accrual Period.

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Relevant Rate**" means the ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified as such under the section "Relevant Rate" in the relevant Issue Terms and determined as if such rate were a "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*).

5.2 Rate of Interest

The Rate of Interest applicable to the Notes from time to time shall be:

(i) for each Interest Accrual Period to which the Floating to Fixed Coupon Payout Conditions apply (as specified in the relevant Issue Terms) ending prior to the relevant Coupon Flip Date, the Floating Rate of Interest in respect of such Interest Accrual Period; or

(ii) for each Interest Accrual Period to which the Floating to Fixed Coupon Payout Conditions (as specified in the relevant Issue Terms) beginning on or after the relevant Coupon Flip Date, the Fixed Rate of Interest in respect of such Interest Accrual Period.

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes)*.

CPC Chapter 6: Fixed to Floating Switchable Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Fixed to Floating Switchable Coupon" to be applicable.

The following terms and conditions (the "**Fixed to Floating Switchable Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Fixed to Floating Switchable Coupon" is "Applicable". These Fixed to Floating Switchable Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Fixed to Floating Switchable Coupon Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Fixed to Floating Switchable Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Fixed to Floating Switchable Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Fixed to Floating Switchable Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Fixed to Floating Switchable Coupon Payout Conditions to a Payout Condition are to a section or clause of these Fixed to Floating Switchable Coupon Payout Conditions.

6 Fixed to Floating Switchable Coupon

6.1 Definitions

For the purposes of these Fixed to Floating Switchable Coupon Payout Conditions, the following terms shall have the following meanings:

"**Bank Switch Option**" has the meaning given to it in Payout Condition 6.3 (*Bank Switch Option*).

"**Cap**" means, in respect of any Interest Accrual Period, the fixed rate, ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified in the Issue Terms (or percentage thereof specified in the Issue Terms) and determined as if such rate were an "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*). If Cap is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Cap shall be infinity for such Interest Accrual Period.

"**Coupon Switch Date**" means each date specified as such in the relevant Issue Terms.

"**Fixed Rate of Interest**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the "Fixed Rate Provisions" section of the relevant Issue Terms, the rate specified under the heading "Fixed Rate of Interest" in such table adjacent to the relevant Interest Accrual Period.

"**Floating Rate of Interest**" means a rate calculated as follows:

$$MIN\{MAX[(Leverage \times Relevant\ Rate) + Margin, Floor], Cap\}.$$

"**Floor**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which shall be greater than zero) specified under the heading "Floor" in such table adjacent to the relevant Interest Accrual Period. If Floor is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Floor shall be zero for such Interest Accrual Period.

"**Leverage**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the value or percentage specified under the heading "Leverage" in such table adjacent to the relevant Interest Accrual Period. If Leverage is

specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Leverage shall be 100 per cent. or 1 (as the context may require) for such Interest Accrual Period.

"**Margin**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (whether positive or negative) specified under the heading "Margin" in such table adjacent to the relevant Interest Accrual Period. If Margin is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Margin shall be zero for such Interest Accrual Period.

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Minimum Notice Period**" means the period specified as such in the relevant Issue Terms.

"**Relevant Rate**" means the ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified as such under the section "Relevant Rate" in the relevant Issue Terms and determined as if such rate were a "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*).

6.2 Rate of Interest

The Rate of Interest applicable to the Notes from time to time shall be:

(i) if the Bank has exercised the Bank Switch Option:

(a) for each Interest Accrual Period to which the Fixed to Floating Switchable Coupon Payout Conditions apply (as specified in the relevant Issue Terms) ending prior to the relevant Coupon Switch Date, the Fixed Rate of Interest in respect of such Interest Accrual Period; or

(b) for each Interest Accrual Period to which the Fixed to Floating Switchable Coupon Payout Conditions apply (as specified in the relevant Issue Terms) beginning on or after the relevant Coupon Switch Date, the Floating Rate of Interest in respect of such Interest Accrual Period; or

(ii) if the Bank has not exercised the Bank Switch Option, the Fixed Rate of Interest.

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes)*.

6.3 Bank Switch Option

The Bank has the option (the "**Bank Switch Option**"**)** to change the Rate of Interest from the Fixed Rate of Interest to the Floating Rate of Interest on any Coupon Switch Date by giving notice to the Noteholders in accordance with Base General Condition 16 (*Notices*), provided that such notice is given prior to the commencement of the Minimum Notice Period immediately preceding such Coupon Switch Date. If the Bank Switch Option is exercised, the Floating Rate of Interest shall be payable from and including the relevant Coupon Switch Date to but excluding the last Interest Payment Date and the Fixed Rate of Interest shall cease to be payable from and including the relevant Coupon Switch Date. For the avoidance of doubt, the Bank Switch Option may only be exercised once.

CPC Chapter 7: Floating to Fixed Switchable Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Floating to Fixed Switchable Coupon" to be applicable.

The following terms and conditions (the "**Floating to Fixed Switchable Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Floating to Fixed Switchable Coupon" is "Applicable". These Floating to Fixed Switchable Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Floating to Fixed Switchable Coupon Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Floating to Fixed Switchable Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Floating to Fixed Switchable Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Floating to Fixed Switchable Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Floating to Fixed Switchable Coupon Payout Conditions to a Payout Condition are to a section or clause of these Floating to Fixed Switchable Coupon Payout Conditions.

7 Floating to Fixed Switchable Coupon

7.1 Definitions

For the purposes of these Floating to Fixed Switchable Coupon Payout Conditions, the following terms shall have the following meanings:

"**Bank Switch Option**" has the meaning given to it in Payout Condition 7.3 (*Bank Switch Option*).

"**Cap**" means, in respect of any Interest Accrual Period, the fixed rate, ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified in the Issue Terms (or percentage thereof specified in the Issue Terms) and determined as if such rate were an "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*). If Cap is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Cap shall be infinity for such Interest Accrual Period.

"**Coupon Switch Date**" means each date specified as such in the relevant Issue Terms.

"**Fixed Rate of Interest**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the rate specified under the heading "Fixed Rate of Interest" in such table adjacent to the relevant Interest Accrual Period.

"**Floating Rate of Interest**" means a rate calculated as follows:

$$MIN\{MAX[(Leverage \times Relevant\ Rate) + Margin, Floor], Cap\}$$

"**Floor**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which shall be greater than zero) specified under the heading "Floor" in such table adjacent to the relevant Interest Accrual Period. If Floor is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Floor shall be zero for such Interest Accrual Period.

"**Leverage**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the value or percentage specified under the heading "Leverage" in such table adjacent to the relevant Interest Accrual Period. If Leverage is

specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Leverage shall be 100 per cent. or 1 (as the context may require) for such Interest Accrual Period.

"**Margin**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (whether positive or negative) specified under the heading "Margin" in such table adjacent to the relevant Interest Accrual Period. If Margin is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Margin shall be zero for such Interest Accrual Period.

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Minimum Notice Period**" means the period specified as such in the relevant Issue Terms.

"**Relevant Rate**" means the ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified as such under the section "Relevant Rate" in the relevant Issue Terms and determined as if such rate were a "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*).

7.2 Rate of Interest

The Rate of Interest applicable to the Notes from time to time shall be:

(i) if the Bank has exercised the Bank Switch Option:

(a) for each Interest Accrual Period to which the Floating to Fixed Switchable Coupon Payout Conditions apply (as specified in the relevant Issue Terms) ending prior to the relevant Coupon Switch Date, the Floating Rate of Interest in respect of such Interest Accrual Period; or

(b) for each Interest Accrual Period to which the Floating to Fixed Switchable Coupon Payout Conditions apply (as specified in the relevant Issue Terms) beginning on or after the relevant Coupon Switch Date, the Fixed Rate of Interest in respect of such Interest Accrual Period.

(ii) if the Bank has not exercised the Bank Switch Option, the Floating Rate of Interest.

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes)*.

7.3 Bank Switch Option

The Bank has the option (the "**Bank Switch Option**") to change the Rate of Interest from the Floating Rate of Interest to the Fixed Rate of Interest on any Coupon Switch Date by giving notice to the Noteholders in accordance with Base General Condition 16 (*Notices*), provided that such notice is given prior to the commencement of the Minimum Notice Period immediately preceding such Coupon Switch Date. If the Bank Switch Option is exercised, the Fixed Rate of Interest shall be payable from and including the relevant Coupon Switch Date to but excluding the last Interest Payment Date and the Floating Rate of Interest shall cease to be payable from and including the relevant Coupon Switch Date. For the avoidance of doubt, the Bank Switch Option may only be exercised once.

CPC Chapter 8: Fixed Rate Range Accrual Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Fixed Rate Range Accrual Coupon" to be applicable.

The following terms and conditions (the "**Fixed Rate Range Accrual Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Fixed Rate Range Accrual Coupon" is "Applicable". These Fixed Rate Range Accrual Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Fixed Rate Range Accrual Coupon Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Fixed Rate Range Accrual Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Fixed Rate Range Accrual Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Fixed Rate Range Accrual Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Fixed Rate Range Accrual Coupon Payout Conditions to a Payout Condition are to a section or clause of these Fixed Rate Range Accrual Coupon Payout Conditions.

8 Fixed Rate Range Accrual Coupon

8.1 Definitions

For the purposes of these Fixed Rate Range Accrual Coupon Payout Conditions, the following terms shall have the following meanings:

"**Common Scheduled Trading Day**" means each day which is a Scheduled Trading Day for all of the relevant Reference Items.

"**Coupon Barrier Event**" has the meaning given to it in the relevant Asset Conditions.

"**Coupon Barrier Observation Date**" has the meaning given to it in the relevant Asset Conditions.

"**Coupon Lock-in Event**" has the meaning given to it in the relevant Asset Conditions.

"**Coupon Valuation Price**" means, in respect of any Range Accrual Observation Date:

(i) if the Notes are Index Linked Notes, the following (as applicable):

(a) where the Index Linked Notes relate to a single Index, the Index Level at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Index Linked Notes relate to a Basket of Indices, the Index Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 1.3 (*Index Basket Level*);

(ii) if the Notes are Currency Linked Notes, the following (as applicable):

(a) where the Currency Linked Notes relate to a single FX Rate, the FX Rate at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Currency Linked Notes relate to a Basket of FX Rates, the FX Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 3.3 (*FX Basket Level*);

(iii) if the Notes are Commodity Linked Notes, the following (as applicable):

(a) where the Commodity Linked Notes relate to a single Relevant Commodity or Commodity Index, the Relevant Commodity Price at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Commodity Linked Notes relate to a Basket of Commodities, the Commodity Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 4.3 (*Commodity Basket Level*); or

(iv) if the Notes are Rate Linked Notes, the following (as applicable):

(a) where the Rate Linked Notes relate to a single Underlying Rate, the Underlying Rate at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Rate Linked Notes relate to a Basket of Underlying Rates, the Underlying Rate Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 5.4 (*Underlying Rate Basket Level*);

(v) if the Notes are Multi-Asset Basket Linked Notes, the Multi-Asset Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 6.3 (*Multi-Asset Basket Level*),

provided that, in respect of any Range Accrual Observation Period, the Coupon Valuation Price for any Range Accrual Observation Date falling on or after the Range Accrual Observation Period Cut-Off Date in respect of such Range Accrual Observation Period shall be the Coupon Valuation Price in respect of such Range Accrual Observation Period Cut-Off Date.

"**Coupon Valuation Price$_{(Initial)}$**" means:

(i) if the Notes are Index Linked Notes, the Initial Index Level or the Initial Index Basket Level (as applicable);

(ii) if the Notes are Currency Linked Notes, the Initial FX Rate or the Initial FX Basket Level (as applicable);

(iii) if the Notes are Commodity Linked Notes, the Initial Relevant Commodity Price or the Initial Commodity Basket Level (as applicable);

(iv) if the Notes are Rate Linked Notes, the Initial Underlying Rate or the Initial Underlying Rate Basket Level (as applicable); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Initial Multi-Asset Basket Level.

"**Disrupted Day**", in respect of any Basket Component which is:

(i) an Index, has the meaning given to it in the Index Linked Asset Conditions;

(i) an FX Rate, has the meaning given to it in the Currency Linked Asset Conditions;

(ii) a Commodity or a Commodity Index, has the meaning given to it in the Commodity Linked Asset Conditions; or

(iii) an Underlying Rate, is not applicable.

"**Full Coupon Barrier**" means the percentage specified as such in the relevant Issue Terms.

"**Initial Fixed Rate Interest Accrual Period**" means each Interest Accrual Period falling within the Initial Fixed Rate Period (if any).

"**Initial Fixed Rate of Interest**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the rate specified under the heading "Initial Fixed Rate of Interest" in such table adjacent to the relevant Interest Accrual Period.

"**Initial Fixed Rate Period**" means the period (if any) from and including the Initial Fixed Rate Period Start Date to but excluding the Initial Fixed Rate Period End Date.

"**Initial Fixed Rate Period Start Date**" means the date specified as such (if any) in the relevant Issue Terms.

"**Initial Fixed Rate Period End Date**" means the date specified as such (if any) in the relevant Issue Terms.

"**Lock-in Rate of Interest**" means the rate specified as such in the relevant Issue Terms.

"**Lower Barrier**" means, in respect of each Reference Item or the Basket of Reference Items (as the case may be) and any Range Accrual Barrier Period specified under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of the Coupon Valuation $\text{Price}_{(\text{Initial})}$) specified under the heading "Lower Barrier" in such table adjacent to the relevant Range Accrual Barrier Period, provided that, if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

"**Lower Barrier Criterion**" means, in respect of any Range Accrual Observation Date:

(i) if "Excess" is specified in the relevant Issue Terms, that the Coupon Valuation Price is higher than the Lower Barrier at all Range Accrual Observation Times on such Range Accrual Observation Date; or

(ii) if "Excess/Equal" is specified in the relevant Issue Terms, that the Coupon Valuation Price is higher than or equal to the Lower Barrier at all Range Accrual Observation Times on such Range Accrual Observation Date.

"**n**" means, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which the Coupon Valuation Price meets the Lower Barrier Criterion with respect to the Lower Barrier and meets the Upper Barrier Criterion with respect to the Upper Barrier; provided that:

(i) if the Lower Barrier Criterion is specified to be not applicable in the relevant Issue Terms, then "n" means, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which the Coupon Valuation Price meets the Upper Barrier Criterion with respect to the Upper Barrier only; or

(i) if the Upper Barrier Criterion is specified to be not applicable in the relevant Issue Terms, then "n" means, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which the Coupon Valuation Price meets the Lower Barrier Criterion with respect to the Lower Barrier only.

"**N**" means, in respect of a Range Accrual Observation Period, the total number of Range Accrual Observation Dates in such Range Accrual Observation Period. For the avoidance of doubt, if a Range Accrual Observation Date falls on more than one calendar day due to any adjustment pursuant to the definition of "Range Accrual Observation Date" or pursuant to the provisions of Coupon Payout Condition 8.5 (*Range Accrual Disruption Provisions*), such Range Accrual Observation Date shall only be counted once for the purposes of calculating N.

"**Range Accrual Barrier Period**" means each period specified as such under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms.

"**Range Accrual Fixed Rate Interest Accrual Period**" means:

(i) if an Initial Fixed Rate Period is specified in the relevant Issue Terms, each Interest Accrual Period falling outside of the Initial Fixed Rate Period; or

(ii) if no Initial Fixed Rate Period is specified in the relevant Issue Terms, each Interest Accrual Period.

"**Range Accrual Fixed Rate of Interest**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the rate specified under the heading "Range Accrual Fixed Rate of Interest" in such table adjacent to the relevant Interest Accrual Period.

"**Range Accrual Observation Date**" means, in respect of each Range Accrual Observation Period, each date specified as such in the relevant Issue Terms in respect of such Range Accrual Observation Period, provided that if any Range Accrual Observation Date is not a Scheduled Trading Day in respect of any Reference Item:

(i) if the Notes relate to a single Reference Item or if the Notes relate to a Basket of Reference Items and "Range Accrual Common Scheduled Trading Days" is specified to be not applicable in the relevant Issue Terms, such Range Accrual Observation Date in respect of such Reference Item shall be deemed to be the immediately preceding Scheduled Trading Day for such Reference Item; or

(ii) if "Range Accrual Common Scheduled Trading Days" is specified to be applicable in the relevant Issue Terms, such Range Accrual Observation Date in respect of all Reference Items shall be deemed to be the immediately preceding Common Scheduled Trading Day,

(iii) in each case, provided further that, if any Range Accrual Observation Date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) above) is a Disrupted Day, such Range Accrual Observation Date shall be determined in accordance with Coupon Payout Condition 8.5 (*Range Accrual Disruption Provisions*).

Each Range Accrual Observation Date shall be an Observation Date for the purposes of the relevant Asset Conditions. For the avoidance of doubt, the provisions of Coupon Payout Condition 8.5 (*Range Accrual Disruption Provisions*) shall prevail over any Asset Conditions relating to Disrupted Days in the case of any inconsistency.

"**Range Accrual Observation Period**" means, unless otherwise specified in the relevant Issue Terms, each Range Accrual Fixed Rate Interest Accrual Period.

"**Range Accrual Observation Period Cut-Off Date**" means, in respect of any Range Accrual Observation Period, the date specified as such in the relevant Issue Terms.

"**Range Accrual Observation Time**" has the meaning given to it in the definition of "Coupon Barrier Observation Time" in the relevant Asset Conditions, save that references to "Coupon Barrier Observation Time" shall be deemed to be references to "Range Accrual Observation Time". Each Range Accrual Observation Time shall be a Coupon Barrier Observation Time for the purposes of the relevant Asset Conditions.

"**Scheduled Range Accrual Observation Date**" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Range Accrual Observation Date") that, but for such day being a Disrupted Day, would have been a Range Accrual Observation Date.

"**Scheduled Trading Day**" means, in respect of any Reference Item which is:

(i) an Index, a Scheduled Trading Day as defined in the Index Linked Asset Conditions;

(ii) an FX Rate, an FX Business Day as defined in the Currency Linked Asset Conditions;

(iii) a Commodity, a Commodity Business Day or Bullion Business Day, as the case may be, as defined in the Commodity Linked Asset Conditions; or

(iv) an Underlying Rate, an Underlying Rate Business Day as defined in the Rate Linked Asset Conditions.

"**Snowball Interest Amount**" means, in respect of any Interest Payment Date, an amount per Calculation Amount calculated as follows:

(i) the aggregate of all Interest Amounts that would have been payable if $\frac{n}{N}$ was 1 in respect of all Range Accrual Fixed Rate Interest Accrual Periods to and including the Range Accrual Fixed Rate Interest Accrual Period ending on but excluding such Interest Payment Date; minus

(ii) the sum of:

(a) the aggregate of all Interest Amounts actually paid; and

(b) the aggregate of all Snowball Interest Amounts previously paid,

from and including the Interest Commencement Date to but excluding such Interest Payment Date.

"**Upper Barrier**" means, in respect of each Reference Item or the Basket of Reference Items (as the case may be) and any Range Accrual Barrier Period specified under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of the Coupon Valuation $\text{Price}_{(\text{Initial})}$) specified under the heading "Upper Barrier" in such table adjacent to the relevant Range Accrual Barrier Period provided that, if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

"**Upper Barrier Criterion**" means, in respect of any Range Accrual Observation Date:

(i) if "Less" is specified in the relevant Issue Terms, that the Coupon Valuation Price is lower than the Upper Barrier at all Range Accrual Observation Times on such Range Accrual Observation Date; or

(ii) if "Less/Equal" is specified in the relevant Issue Terms, that the Coupon Valuation Price is lower than or equal to the Upper Barrier at all Range Accrual Observation Times on such Range Accrual Observation Date.

8.2 Rate of Interest

The Rate of Interest applicable to the Notes from time to time shall be:

(i) for any Initial Fixed Rate Interest Accrual Period to which the Fixed Rate Range Accrual Coupon Payout Conditions apply (as specified in the relevant Issue Terms), the Initial Fixed Rate of Interest in respect of such Initial Fixed Rate Interest Accrual Period;

(ii) subject to paragraph (iii) below, for any Range Accrual Fixed Rate Interest Accrual Period to which the Fixed Rate Range Accrual Coupon Payout Conditions apply (as specified in the relevant Issue Terms), the rate calculated as follows in respect of such Range Accrual Fixed Rate Interest Accrual Period:

$$\frac{n}{N}\ x\ Range\ Accrual\ Fixed\ Rate\ of\ Interest;\ \text{and}$$

(iii) if a Full Coupon Barrier is specified in the relevant Issue Terms, for any Range Accrual Fixed Rate Interest Accrual Period to which the Fixed Rate Range Accrual Coupon Payout Conditions apply (as specified in the relevant Issue Terms) and in respect of which $\frac{n}{N}$ is greater than or equal to the Full Coupon Barrier, the Range Accrual Fixed Rate of Interest,

subject, in each case, to Coupon Payout Condition 8.4 (*Lock-in Interest Amount*) below.

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes*).

8.3 Snowball Interest Amount

If "Snowball Interest Amount" is specified to be applicable in the relevant Issue Terms, the provisions of this Coupon Payout Condition 8.3 (*Snowball Interest Amount*) shall apply.

If a Coupon Barrier Event has occurred in respect of any Coupon Barrier Observation Date, in addition to the Interest Amount, the Snowball Interest Amount (if any) applicable to the Notes in respect of the Interest Accrual Period in which such Coupon Barrier Observation Date falls shall be payable on the Interest Payment Date relating to such Interest Accrual Period.

8.4 Lock-in Interest Amount

If "Lock-in Interest Amount" is specified to be applicable in the relevant Issue Terms, the provisions of this Coupon Payout Condition 8.4 (*Lock-in Interest Amount*) shall apply.

If a Coupon Lock-in Event has occurred in respect of any Coupon Barrier Observation Date, the Rate of Interest applicable to the Notes in respect of the Range Accrual Fixed Rate Interest Accrual Period in which such Coupon Barrier Observation Date falls and all subsequent Range Accrual Fixed Rate Interest Accrual Periods shall be the Lock-in Rate of Interest (and the Day Count Fraction shall be that specified in the relevant Issue Terms under the heading "Lock-in Rate of Interest").

8.5 Range Accrual Disruption Provisions

(i) Where the Notes relate to a single Reference Item, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day, then:

(a) if such Reference Item is an FX Rate, the Calculation Agent shall determine the FX Rate in respect of such Range Accrual Observation Date in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate, provided that, if an FX Administrator/Benchmark Event Date occurs, Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*) shall apply;

(b) if such Reference Item is a Commodity, the Calculation Agent shall determine the Relevant Commodity Price in respect of such Range Accrual Observation Date in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Relevant Commodity Price and, if more than one Commodity Disruption Fallback provides a Relevant Commodity Price, in accordance with the Commodity Disruption Fallback selected by the Calculation Agent in its sole and absolute discretion, provided that, if a Commodity Administrator/Benchmark Event Date occurs, Asset Condition 4.4(c)(3) (*Adjustments to Commodity Index*) and Asset Condition 4.5(c) (*Commodity Administrator/Benchmark Event Date*), as relevant, shall apply; or

(c) if such Reference Item is an Index, the Range Accrual Observation Date shall be the first preceding Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day, provided that, if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

(ii) Subject to Coupon Payout Condition 8.5(iii) to (v) below, where the Notes relate to a Basket of Reference Items, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is:

(a) an FX Rate, the Calculation Agent shall determine the FX Rate in respect of such Range Accrual Observation Date in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate, provided that, if an FX Administrator/Benchmark Event Date occurs, Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*) shall apply;

(b) a Commodity, the Calculation Agent shall determine the Relevant Commodity Price in respect of such Range Accrual Observation Date in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Relevant Commodity Price and, if more than one Commodity Disruption Fallback provides a Relevant Commodity Price, in accordance with the Commodity Disruption Fallback selected by the Calculation Agent in its sole and absolute discretion, provided that, if a Commodity Administrator/Benchmark Event Date occurs, Asset Condition 4.4(c)(3) (*Adjustments to Commodity Index*) and Asset Condition 4.5(c) (*Commodity Administrator*) Benchmark Event Date), as relevant, shall apply.

(iii) Subject to Coupon Payout Condition 8.5(vi) below, where the Notes relate to a Basket of Reference Items, and the relevant Issue Terms provides that "Range Accrual Common Scheduled Trading Days" shall not be applicable, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is an Index, then:

(a) the Range Accrual Observation Date for each Basket Component in respect of which the Scheduled Range Accrual Observation Date is not a Disrupted Day shall be the Scheduled Range Accrual Observation Date; and

(b) the Range Accrual Observation Date for each Index in respect of which the Scheduled Range Accrual Observation Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the first preceding Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day for such Affected Basket Component.

(iv) Subject to Coupon Payout Condition 8.5(vi) below, where the Notes relate to a Basket of Reference Items, and the relevant Issue Terms provides that "Range Accrual Common Scheduled Trading Days" and "Range Accrual Individual Disrupted Days" shall both be applicable, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is an Index, then:

(a) the Range Accrual Observation Date for each Basket Component in respect of which the Scheduled Range Accrual Observation Date is not a Disrupted Day shall be the Scheduled Range Accrual Observation Date; and

(b) the Range Accrual Observation Date for each Index in respect of which the Scheduled Range Accrual Observation Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the first preceding Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day for such Affected Basket Component (notwithstanding the fact that such day may not be a Common Scheduled Trading Day).

(v) Subject to Coupon Payout Condition 8.5(vi) below, where the Notes relate to a Basket of Reference Items, and the relevant Issue Terms provides that "Range Accrual Common Scheduled Trading Days" and "Range Accrual Common Disrupted Days" shall both be applicable, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is an Index, then the Range Accrual

Observation Date for each Basket Component shall be the first preceding Common Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day for any Basket Component.

(vi) If an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

CPC Chapter 9: Floating Rate Range Accrual Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Floating Rate Range Accrual Coupon" to be applicable.

The following terms and conditions (the "**Floating Rate Range Accrual Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Floating Rate Range Accrual Coupon" is "Applicable". These Floating Rate Range Accrual Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Floating Rate Range Accrual Coupon Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Floating Rate Range Accrual Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Floating Rate Range Accrual Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Floating Rate Range Accrual Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Floating Rate Range Accrual Coupon Payout Conditions to a Payout Condition are to a section or clause of these Floating Rate Range Accrual Coupon Payout Conditions.

9 Floating Rate Range Accrual Coupon

9.1 Definitions

For the purposes of these Floating Rate Range Accrual Coupon Payout Conditions, the following terms shall have the following meanings:

"**Cap**" means, in respect of any Interest Accrual Period, the fixed rate, ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified in the Issue Terms (or percentage thereof specified in the Issue Terms) and determined as if such rate were an "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*). If Cap is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Cap shall be infinity for such Interest Accrual Period.

"**Common Scheduled Trading Day**" means each day which is a Scheduled Trading Day for all of the relevant Reference Items.

"**Coupon Barrier Event**" has the meaning given to it in the relevant Asset Conditions.

"**Coupon Barrier Observation Date**" has the meaning given to it in the relevant Asset Conditions.

"**Coupon Lock-in Event**" has the meaning given to it in the relevant Asset Conditions.

"**Coupon Valuation Price**" means, in respect of any Range Accrual Observation Date:

(i) if the Notes are Index Linked Notes, the following (as applicable):

(a) where the Index Linked Notes relate to a single Index, the Index Level at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Index Linked Notes relate to a Basket of Indices, the Index Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 1.3 (*Index Basket Level*);

(ii) if the Notes are Currency Linked Notes, the following (as applicable):

(a) where the Currency Linked Notes relate to a single FX Rate, the FX Rate at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Currency Linked Notes relate to a Basket of FX Rates, the FX Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 3.3 (*FX Basket Level*);

(iii) if the Notes are Commodity Linked Notes, the following (as applicable):

(a) where the Commodity Linked Notes relate to a single Relevant Commodity or Commodity Index, the Relevant Commodity Price at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Commodity Linked Notes relate to a Basket of Commodities, the Commodity Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 4.3 (*Commodity Basket Level*); or

(iv) if the Notes are Rate Linked Notes, the following (as applicable):

(a) where the Rate Linked Notes relate to a single Underlying Rate, the Underlying Rate at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Rate Linked Notes relate to a Basket of Underlying Rates, the Underlying Rate Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 5.4 (*Underlying Rate Basket Level*);

(v) if the Notes are Multi-Asset Basket Linked Notes, the Multi-Asset Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 6.3 (*Multi-Asset Basket Level*),

provided that, in respect of any Range Accrual Observation Period, the Coupon Valuation Price for any Range Accrual Observation Date falling on or after the Range Accrual Observation Period Cut-Off Date in respect of such Range Accrual Observation Period shall be the Coupon Valuation Price in respect of such Range Accrual Observation Period Cut-Off Date.

"**Coupon Valuation Price$_{\text{(Initial)}}$**" means:

(i) if the Notes are Index Linked Notes, the Initial Index Level or the Initial Index Basket Level (as applicable);

(ii) if the Notes are Currency Linked Notes, the Initial FX Rate or the Initial FX Basket Level (as applicable);

(iii) if the Notes are Commodity Linked Notes, the Initial Relevant Commodity Price or the Initial Commodity Basket Level (as applicable);

(iv) if the Notes are Rate Linked Notes, the Initial Underlying Rate or the Initial Underlying Rate Basket Level (as applicable); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Initial Multi-Asset Basket Level.

"**Disrupted Day**", in respect of any Basket Component which is:

(i) an Index, has the meaning given to it in the Index Linked Asset Conditions;

(ii) an FX Rate, has the meaning given to it in the Currency Linked Asset Conditions;

(iii) a Commodity or a Commodity Index, has the meaning given to it in the Commodity Linked Asset Conditions; or

(iv) an Underlying Rate, is not applicable.

"**Fixed Rate Interest Accrual Period**" means each Interest Accrual Period falling within the Fixed Rate Period (if any).

"**Fixed Rate of Interest**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the rate (if any) specified under the heading "Fixed Rate of Interest" in such table adjacent to the relevant Interest Accrual Period.

"**Fixed Rate Period**" means the period (if any) from but excluding the Fixed Rate Period Start Date to and including the Fixed Rate Period End Date.

"**Fixed Rate Period Start Date**" means the date specified as such (if any) in the relevant Issue Terms.

"**Fixed Rate Period End Date**" means the date specified as such (if any) in the relevant Issue Terms.

"**Floating Rate Interest Accrual Period**" means:

(i) if a Fixed Rate Period is specified in the relevant Issue Terms, each Interest Accrual Period falling outside of the Fixed Rate Period; or

(ii) if no Fixed Rate Period is specified in the relevant Issue Terms, each Interest Accrual Period.

"**Floating Rate of Interest**" means a rate calculated as follows:

$$MIN\{MAX[(Leverage \times Relevant\ Rate) + Margin, Floor], Cap\}.$$

"**Floor**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which shall be greater than zero) specified under the heading "Floor" in such table adjacent to the relevant Interest Accrual Period. If Floor is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Floor shall be zero for such Interest Accrual Period.

"**Full Coupon Barrier**" means the percentage specified as such in the relevant Issue Terms.

"**Leverage**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the value or percentage specified under the heading "Leverage" in such table adjacent to the relevant Interest Accrual Period. If Leverage is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Leverage shall be 100 per cent. or 1 (as the context may require) for such Interest Accrual Period.

"**Lock-in Rate of Interest**" means the rate specified as such in the relevant Issue Terms.

"**Lower Barrier**" means, in respect of each Reference Item or the Basket of Reference Items (as the case may be) and any Range Accrual Barrier Period specified under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of the Coupon Valuation $\text{Price}_{(\text{Initial})}$) specified under the heading "Lower Barrier" in such table adjacent to the relevant Range Accrual Barrier Period provided that if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

"**Lower Barrier Criterion**" means, in respect of any Range Accrual Observation Date:

(i) if "Excess" is specified in the relevant Issue Terms, that the Coupon Valuation Price is higher than the Lower Barrier at all Range Accrual Observation Times on such Range Accrual Observation Date; or

(ii) if "Excess/Equal" is specified in the relevant Issue Terms, that the Coupon Valuation Price is higher than or equal to the Lower Barrier at all Range Accrual Observation Times on such Range Accrual Observation Date.

"**Margin**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (whether positive or negative) specified under the heading "Margin" in such table adjacent to the relevant Interest Accrual Period. If

Margin is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Margin shall be zero for such Interest Accrual Period.

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**n**" means, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which the Coupon Valuation Price meets the Lower Barrier Criterion with respect to the Lower Barrier and meets the Upper Barrier Criterion with respect to the Upper Barrier; provided that:

(i) if the Lower Barrier Criterion is specified to be not applicable in the relevant Issue Terms, then "n" means, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which the Coupon Valuation Price meets the Upper Barrier Criterion with respect to the Upper Barrier only; or

(ii) if the Upper Barrier Criterion is specified to be not applicable in the relevant Issue Terms, then "n" means, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which the Coupon Valuation Price meets the Lower Barrier Criterion with respect to the Lower Barrier only.

"**N**" means, in respect of a Range Accrual Observation Period, the total number of Range Accrual Observation Dates in such Range Accrual Observation Period. For the avoidance of doubt, if a Range Accrual Observation Date falls on more than one calendar day due to any adjustment pursuant to the definition of "Range Accrual Observation Date" or pursuant to the provisions of Coupon Payout Condition 9.5 (*Range Accrual Disruption Provisions*), such Range Accrual Observation Date shall only be counted once for the purposes of calculating N.

"**Range Accrual Barrier Period**" means each period specified as such under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms.

"**Range Accrual Observation Date**" means, in respect of each Range Accrual Observation Period, each date specified as such in the relevant Issue Terms in respect of such Range Accrual Observation Period, provided that if any Range Accrual Observation Date is not a Scheduled Trading Day in respect of any Reference Item:

(i) if the Notes relate to a single Reference Item or if the Notes relate to a Basket of Reference Items and "Range Accrual Common Scheduled Trading Days" is specified to be not applicable in the relevant Issue Terms, such Range Accrual Observation Date in respect of such Reference Item shall be deemed to be the immediately preceding Scheduled Trading Day for such Reference Item; or

(ii) if "Range Accrual Common Scheduled Trading Days" is specified to be applicable in the relevant Issue Terms, such Range Accrual Observation Date in respect of all Reference Items shall be deemed to be the immediately preceding Common Scheduled Trading Day,

in each case, provided further that, if any Range Accrual Observation Date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) above) is a Disrupted Day, such Range Accrual Observation Date shall be determined in accordance with Coupon Payout Condition 9.5 (*Range Accrual Disruption Provisions*).

Each Range Accrual Observation Date shall be an Observation Date for the purposes of the relevant Asset Conditions. For the avoidance of doubt, the provisions of Coupon Payout Condition 9.5 (*Range*

Accrual Disruption Provisions) shall prevail over any Asset Conditions relating to Disrupted Days in the case of any inconsistency.

"**Range Accrual Observation Period**" means, unless otherwise specified in the relevant Issue Terms, each Floating Rate Interest Accrual Period.

"**Range Accrual Observation Period Cut-Off Date**" means, in respect of any Range Accrual Observation Period, the date specified as such in the relevant Issue Terms.

"**Range Accrual Observation Time**" has the meaning given to it in the definition of "Coupon Barrier Observation Time" in the relevant Asset Conditions, save that references to "Coupon Barrier Observation Time" shall be deemed to be references to "Range Accrual Observation Time". Each Range Accrual Observation Time shall be a Coupon Barrier Observation Time for the purposes of the relevant Asset Conditions.

"**Relevant Rate**" means the ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified as such under the section "Relevant Rate" in the relevant Issue Terms and determined as if such rate were a "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*).

"**Scheduled Range Accrual Observation Date**" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Range Accrual Observation Date") that, but for such day being a Disrupted Day, would have been a Range Accrual Observation Date.

"**Scheduled Trading Day**" means, in respect of any Reference Item which is:

(i) an Index, a Scheduled Trading Day as defined in the Index Linked Asset Conditions;

(ii) an FX Rate, an FX Business Day as defined in the Currency Linked Asset Conditions;

(iii) a Commodity, a Commodity Business Day or Bullion Business Day, as the case may be, as defined in the Commodity Linked Asset Conditions; or

(iv) an Underlying Rate, an Underlying Rate Business Day as defined in the Rate Linked Asset Conditions.

"**Snowball Interest Amount**" means, in respect of any Interest Payment Date, an amount per Calculation Amount calculated as follows:

(i) the aggregate of all Interest Amounts that would have been payable if $\frac{n}{N}$ was 1 in respect of all Floating Rate Interest Accrual Periods to and including the Floating Rate Interest Accrual Period ending on but excluding such Interest Payment Date; minus

(ii) the sum of:

(a) the aggregate of all Interest Amounts actually paid; and

(b) the aggregate of all Snowball Interest Amounts previously paid,

from and including the Interest Commencement Date to but excluding such Interest Payment Date.

"**Upper Barrier**" means, in respect of each Reference Item or the Basket of Reference Items (as the case may be) and any Range Accrual Barrier Period specified under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of the Coupon Valuation $\text{Price}_{(\text{Initial})}$) specified under the heading "Upper Barrier" in such table adjacent to the relevant Range Accrual Barrier Period provided that if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

"**Upper Barrier Criterion**" means, in respect of any Range Accrual Observation Date:

(i) if "Less" is specified in the relevant Issue Terms, that the Coupon Valuation Price is lower than the Upper Barrier at all Range Accrual Observation Times on such Range Accrual Observation Date; or

(ii) if "Less/Equal" is specified in the relevant Issue Terms, that the Coupon Valuation Price is lower than or equal to the Upper Barrier at all Range Accrual Observation Times on such Range Accrual Observation Date.

9.2 Rate of Interest

The Rate of Interest applicable to the Notes from time to time shall be:

(i) for any Fixed Rate Interest Accrual Period to which the Floating Rate Range Accrual Coupon Payout Conditions apply (as specified in the relevant Issue Terms), the Fixed Rate of Interest in respect of such Fixed Rate Interest Accrual Period; and

(ii) subject to paragraph (iii) below, for any Floating Rate Interest Accrual Period to which the Floating Rate Range Accrual Coupon Payout Conditions apply (as specified in the relevant Issue Terms), the rate calculated as follows in respect of such Floating Rate Interest Accrual Period:

$$\frac{n}{N}\ X\ Floating\ Rate\ of\ Interest.$$

(iii) if a Full Coupon Barrier is specified in the relevant Issue Terms, for any Floating Rate Interest Accrual Period to which the Floating Rate Range Accrual Coupon Payout Conditions apply (as specified in the relevant Issue Terms) and in respect of which $\frac{n}{N}$ is greater than or equal to the Full Coupon Barrier, the Floating Rate of Interest,

subject, in each case, to Coupon Payout Condition 9.4 (*Lock-in Interest Amount*) below.

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes)*.

9.3 Snowball Interest Amount

If "Snowball Interest Amount" is specified to be applicable in the relevant Issue Terms, the provisions of this Coupon Payout Condition 9.3 (*Snowball Interest Amount*) shall apply.

If a Coupon Barrier Event has occurred in respect of any Coupon Barrier Observation Date, in addition to the Interest Amount, the Snowball Interest Amount (if any) applicable to the Notes in respect of the Interest Accrual Period in which such Coupon Barrier Observation Date falls shall be payable on the Interest Payment Date relating to such Interest Accrual Period.

9.4 Lock-in Interest Amount

If "Lock-in Interest Amount" is specified to be applicable in the relevant Issue Terms, the provisions of this Coupon Payout Condition 9.4 (*Lock-in Interest Amount*) shall apply.

If a Coupon Lock-in Event has occurred in respect of any Coupon Barrier Observation Date, the Rate of Interest applicable to the Notes in respect of the Floating Rate Interest Accrual Period in which such Coupon Barrier Observation Date falls and all subsequent Floating Rate Interest Accrual Periods shall be the Lock-in Rate of Interest (and the Day Count Fraction shall be that specified in the relevant Issue Terms under the heading "Lock-in Rate of Interest").

9.5 Range Accrual Disruption Provisions

(i) Where the Notes relate to a single Reference Item, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day, then:

(a) if such Reference Item is an FX Rate, the Calculation Agent shall determine the FX Rate in respect of such Range Accrual Observation Date in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate, provided that, if an FX Administrator/Benchmark Event Date occurs, Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*) shall apply;

(b) if such Reference Item is a Commodity, the Calculation Agent shall determine the Relevant Commodity Price in respect of such Range Accrual Observation Date in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Relevant Commodity Price and, if more than one Commodity Disruption Fallback provides a Relevant Commodity Price, in accordance with the Commodity Disruption Fallback selected by the Calculation Agent in its sole and absolute discretion, provided that, if a Commodity Administrator/Benchmark Event Date occurs, Asset Condition 4.4(c)(3) (*Adjustments to Commodity Index*) and Asset Condition 4.5(c) (*Commodity Administrator/Benchmark Event Date*), as relevant, shall apply; or

(c) if such Reference Item is an Index, the Range Accrual Observation Date shall be the first preceding Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day, provided that, if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

(ii) Subject to Coupon Payout Condition 9.5(iii) to (v) below, where the Notes relate to a Basket of Reference Items, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is:

(a) an FX Rate, the Calculation Agent shall determine the FX Rate in respect of such Range Accrual Observation Date in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate, provided that, if an FX Administrator/Benchmark Event Date occurs, Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*) shall apply;

(b) a Commodity, the Calculation Agent shall determine the Relevant Commodity Price in respect of such Range Accrual Observation Date in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Relevant Commodity Price and, if more than one Commodity Disruption Fallback provides a Relevant Commodity Price, in accordance with the Commodity Disruption Fallback selected by the Calculation Agent in its sole and absolute discretion, provided that, if a Commodity Administrator/Benchmark Event Date occurs, Asset Condition 4.4(c)(3) (*Adjustments to Commodity Index*) and Asset Condition 4.5(c) (*Commodity Administrator/Benchmark Event Date*), as relevant, shall apply.

(iii) Subject to Coupon Payout Condition 9.5(vi) below, where the Notes relate to a Basket of Reference Items, and the relevant Issue Terms provides that "Range Accrual Common Scheduled Trading Days" shall not be applicable, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is an Index, then:

(a) the Range Accrual Observation Date for each Basket Component in respect of which the Scheduled Range Accrual Observation Date is not a Disrupted Day shall be the Scheduled Range Accrual Observation Date; and

(b) the Range Accrual Observation Date for each Index in respect of which the Scheduled Range Accrual Observation Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the first preceding Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day for such Affected Basket Component.

(iv) Subject to Coupon Payout Condition 9.5(vi) below, where the Notes relate to a Basket of Reference Items, and the relevant Issue Terms provides that "Range Accrual Common Scheduled Trading Days" and "Range Accrual Individual Disrupted Days" shall both be applicable, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is an Index, then:

(a) the Range Accrual Observation Date for each Basket Component in respect of which the Scheduled Range Accrual Observation Date is not a Disrupted Day shall be the Scheduled Range Accrual Observation Date; and

(b) the Range Accrual Observation Date for each Index in respect of which the Scheduled Range Accrual Observation Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the first preceding Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day for such Affected Basket Component (notwithstanding the fact that such day may not be a Common Scheduled Trading Day).

(v) Subject to Coupon Payout Condition 9.5(vi) below, where the Notes relate to a Basket of Reference Items, and the relevant Issue Terms provides that "Range Accrual Common Scheduled Trading Days" and "Range Accrual Common Disrupted Days" shall both be applicable, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is an Index, then the Range Accrual Observation Date for each Basket Component shall be the first preceding Common Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day for any Basket Component.

(vi) If an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

CPC Chapter 10: Fixed Rate Dual Range Accrual Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Fixed Rate Dual Range Accrual Coupon" to be applicable.

The following terms and conditions (the "**Fixed Rate Dual Range Accrual Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Fixed Rate Dual Range Accrual Coupon" is "Applicable". These Fixed Rate Dual Range Accrual Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Fixed Rate Dual Range Accrual Coupon Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Fixed Rate Dual Range Accrual Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Fixed Rate Dual Range Accrual Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Fixed Rate Dual Range Accrual Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Fixed Rate Dual Range Accrual Coupon Payout Conditions to a Payout Condition are to a section or clause of these Fixed Rate Dual Range Accrual Coupon Payout Conditions.

10 Fixed Rate Dual Range Accrual Coupon

10.1 Definitions

For the purposes of these Fixed Rate Dual Range Accrual Coupon Payout Conditions, the following terms shall have the following meanings:

"**Common Scheduled Trading Day**" means each day which is a Scheduled Trading Day for all of the relevant Reference Items.

"**Coupon Barrier Event**" has the meaning given to it in the relevant Asset Conditions.

"**Coupon Barrier Observation Date**" has the meaning given to it in the relevant Asset Conditions.

"**Coupon Valuation Price**" means, in respect of a Range Accrual Reference Item and any Range Accrual Observation Date:

(i) if the Notes are Index Linked Notes in respect of such Range Accrual Reference Item, the following (as applicable):

(a) where the Index Linked Notes relate to a single Index, the Index Level at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Index Linked Notes relate to a Basket of Indices, the Index Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 1.3 (*Index Basket Level*);

(ii) if the Notes are Currency Linked Notes in respect of such Range Accrual Reference Item, the following (as applicable):

(a) where the Currency Linked Notes relate to a single FX Rate, the FX Rate at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Currency Linked Notes relate to a Basket of FX Rates, the FX Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 3.3 (*FX Basket Level*);

(iii) if the Notes are Commodity Linked Notes in respect of such Range Accrual Reference Item, the following (as applicable):

(a) where the Commodity Linked Notes relate to a single Relevant Commodity or Commodity Index, the Relevant Commodity Price at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Commodity Linked Notes relate to a Basket of Commodities, the Commodity Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 4.3 (*Commodity Basket Level*); or

(iv) if the Notes are Rate Linked Notes in respect of such Range Accrual Reference Item, the following (as applicable):

(a) where the Rate Linked Notes relate to a single Underlying Rate, the Underlying Rate at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Rate Linked Notes relate to a Basket of Underlying Rates, the Underlying Rate Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 5.4 (*Underlying Rate Basket Level*);

(v) if the Notes are Multi-Asset Basket Linked Notes in respect of such Range Accrual Reference Item, the Multi-Asset Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 6.3 (*Multi-Asset Basket Level*),

provided that, in respect of any Range Accrual Observation Period, the Coupon Valuation Price for any Range Accrual Observation Date falling on or after the Range Accrual Observation Period Cut-Off Date in respect of such Range Accrual Observation Period shall be the Coupon Valuation Price in respect of such Range Accrual Observation Period Cut-Off Date.

"**Coupon Valuation Price$_1$**" means the Coupon Valuation Price in respect of Range Accrual Reference Item$_1$.

"**Coupon Valuation Price$_2$**" means the Coupon Valuation Price in respect of Range Accrual Reference Item$_2$.

"**Coupon Valuation Price$_{(Initial)}$**" means:

(i) if the Notes are Index Linked Notes, the Initial Index Level or the Initial Index Basket Level (as applicable);

(ii) if the Notes are Currency Linked Notes, the Initial FX Rate or the Initial FX Basket Level (as applicable);

(iii) if the Notes are Commodity Linked Notes, the Initial Relevant Commodity Price or the Initial Commodity Basket Level (as applicable);

(iv) if the Notes are Rate Linked Notes, the Initial Underlying Rate or the Initial Underlying Rate Basket Level (as applicable); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Initial Multi-Asset Basket Level.

"**Disrupted Day**", in respect of any Basket Component which is:

(i) an Index, has the meaning given to it in the Index Linked Asset Conditions;

(ii) an FX Rate, has the meaning given to it in the Currency Linked Asset Conditions;

(iii) a Commodity or a Commodity Index, has the meaning given to it in the Commodity Linked Asset Conditions; or

(iv) an Underlying Rate, is not applicable.

"**Full Coupon Barrier**" means the percentage specified as such in the relevant Issue Terms.

"**Initial Fixed Rate Interest Accrual Period**" means each Interest Accrual Period falling within the Initial Fixed Rate Period (if any).

"**Initial Fixed Rate of Interest**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the rate specified under the heading "Initial Fixed Rate of Interest" in such table adjacent to the relevant Interest Accrual Period.

"**Initial Fixed Rate Period**" means the period (if any) from but excluding the Initial Fixed Rate Period Start Date to and including the Initial Fixed Rate Period End Date.

"**Initial Fixed Rate Period Start Date**" means the date specified as such (if any) in the relevant Issue Terms.

"**Initial Fixed Rate Period End Date**" means the date specified as such (if any) in the relevant Issue Terms.

"**Lower Barrier$_1$**" means, in respect of each Reference Item or the Basket of Reference Items (as the case may be) and any Range Accrual Barrier Period specified under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of the Coupon Valuation Price$_{(Initial)}$) specified under the heading "Lower Barrier$_1$" in such table adjacent to the relevant Range Accrual Barrier Period, provided that if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

"**Lower Barrier$_2$**" means, in respect of each Reference Item or the Basket of Reference Items (as the case may be) and any Range Accrual Barrier Period specified under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of the Coupon Valuation Price$_{(Initial)}$) specified under the heading "Lower Barrier$_2$" in such table adjacent to the relevant Range Accrual Barrier Period, provided that if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

"**Lower Barrier Criterion$_1$**" means, in respect of any Range Accrual Observation Date:

(i) if "Excess" is specified in the relevant Issue Terms, that Coupon Valuation Price$_1$ is higher than Lower Barrier1 at all Range Accrual Observation Times on such Range Accrual Observation Date; or

(ii) if "Excess/Equal" is specified in the relevant Issue Terms, that Coupon Valuation Price$_1$ is higher than or equal to Lower Barrier1 at all Range Accrual Observation Times on such Range Accrual Observation Date.

"**Lower Barrier Criterion$_2$**" means, in respect of any Range Accrual Observation Date:

(i) if "Excess" is specified in the relevant Issue Terms, that Coupon Valuation Price$_2$ is higher than the Lower Barrier2 at all Range Accrual Observation Times on such Range Accrual Observation Date; or

(ii) if "Excess/Equal" is specified in the relevant Issue Terms, that Coupon Valuation Price$_2$ is higher than or equal to the Lower Barrier$_2$ at all Range Accrual Observation Times on such Range Accrual Observation Date.

"**n**" means, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which:

(i) Coupon Valuation Price_1 meets Lower Barrier Criterion_1 with respect to Lower Barrier_1 and meets Upper Barrier Criterion_1 with respect to Upper Barrier_1; provided that:

(a) if the Lower Barrier Criterion_1 is specified to be not applicable in the relevant Issue Terms, then "n" means, in conjunction with paragraph (ii) below, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which Coupon Valuation Price_1 meets Upper Barrier Criterion_1 with respect to Upper Barrier_1 only; or

(b) if the Upper Barrier Criterion_1 is specified to be not applicable in the relevant Issue Terms, then "n" means, in conjunction with paragraph (ii) below, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which Coupon Valuation Price_1 meets Lower Barrier Criterion_1 with respect to Lower Barrier1 only; and

(ii) Coupon Valuation Price_2 meets Lower Barrier Criterion_2 with respect to Lower Barrier_2 and meets Upper Barrier Criterion_2 with respect to Upper Barrier_2; provided that:

(a) if the Lower Barrier Criterion_2 is specified to be not applicable in the relevant Issue Terms, then "n" means, in conjunction with paragraph (i) above, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which Coupon Valuation Price_2 meets Upper Barrier Criterion_2 with respect to Upper Barrier2 only; or

(b) if the Upper Barrier Criterion_2 is specified to be not applicable in the relevant Issue Terms, then "n" means, in conjunction with paragraph (i) above, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which Coupon Valuation Price_2 meets Lower Barrier Criterion_2 with respect to Lower Barrier2 only.

"**N**" means, in respect of a Range Accrual Observation Period, the total number of Range Accrual Observation Dates in such Range Accrual Observation Period. For the avoidance of doubt, if a Range Accrual Observation Date falls on more than one calendar day due to any adjustment pursuant to the definition of "Range Accrual Observation Date" or pursuant to the provisions of Coupon Payout Condition 10.4 (*Range Accrual Disruption Provisions*), such Range Accrual Observation Date shall only be counted once for the purposes of calculating N.

"**Range Accrual Barrier Period**" means each period specified as such under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms.

"**Range Accrual Fixed Rate Interest Accrual Period**" means:

(i) if an Initial Fixed Rate Period is specified in the relevant Issue Terms, each Interest Accrual Period falling outside of the Initial Fixed Rate Period; or

(ii) no Initial Fixed Rate Period is specified in the relevant Issue Terms, each Interest Accrual Period.

"**Range Accrual Fixed Rate of Interest**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the rate specified under the heading "Range Accrual Fixed Rate of Interest" in such table adjacent to the relevant Interest Accrual Period.

"**Range Accrual Observation Date**" means, in respect of each Range Accrual Observation Period, each date specified as such in the relevant Issue Terms in respect of such Range Accrual Observation Period, provided that if any Range Accrual Observation Date is not a Scheduled Trading Day in respect of any Reference Item:

(i) if the Notes relate to a single Reference Item or if the Notes relate to a Basket of Reference Items and "Range Accrual Common Scheduled Trading Days" is specified to be not applicable in the relevant Issue Terms, such Range Accrual Observation Date in respect of such Reference Item shall be deemed to be the immediately preceding Scheduled Trading Day for such Reference Item; or

(ii) if "Range Accrual Common Scheduled Trading Days" is specified to be applicable in the relevant Issue Terms, such Range Accrual Observation Date in respect of all Reference Items shall be deemed to be the immediately preceding Common Scheduled Trading Day,

in each case, provided further that, if any Range Accrual Observation Date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) above) is a Disrupted Day, such Range Accrual Observation Date shall be determined in accordance with Coupon Payout Condition 10.4 (*Range Accrual Disruption Provisions*).

Each Range Accrual Observation Date shall be an Observation Date for the purposes of the relevant Asset Conditions. For the avoidance of doubt, the provisions of Coupon Payout Condition 10.4 (*Range Accrual Disruption Provisions*) shall prevail over any Asset Conditions relating to Disrupted Days in the case of any inconsistency.

"**Range Accrual Observation Period**" means, unless otherwise specified in the relevant Issue Terms, each Range Accrual Fixed Rate Interest Accrual Period.

"**Range Accrual Observation Period Cut-Off Date**" means, in respect of any Range Accrual Observation Period, the date specified as such in the relevant Issue Terms.

"**Range Accrual Observation Time**" has the meaning given to it in the definition of "Coupon Barrier Observation Time" in the relevant Asset Conditions, save that references to "Coupon Barrier Observation Time" shall be deemed to be references to "Range Accrual Observation Time". Each Range Accrual Observation Time shall be a Coupon Barrier Observation Time for the purposes of the relevant Asset Conditions.

"**Range Accrual Reference Item$_1$**" means the Reference Item or Basket of Reference Items specified as such in the relevant Issue Terms.

"**Range Accrual Reference Item$_2$**" means the Reference Item or Basket of Reference Items specified as such in the relevant Issue Terms.

"**Scheduled Range Accrual Observation Date**" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Range Accrual Observation Date" that), but for such day being a Disrupted Day, would have been a Range Accrual Observation Date.

"**Scheduled Trading Day**" means, in respect of any Reference Item which is:

(i) an Index, a Scheduled Trading Day as defined in the Index Linked Asset Conditions;

(ii) an FX Rate, an FX Business Day as defined in the Currency Linked Asset Conditions;

(iii) a Commodity, a Commodity Business Day or Bullion Business Day, as the case may be, as defined in the Commodity Linked Asset Conditions; or

(iv) an Underlying Rate, an Underlying Rate Business Day as defined in the Rate Linked Asset Conditions.

"**Snowball Interest Amount**" means, in respect of any Interest Payment Date, an amount per Calculation Amount calculated as follows:

(i) the aggregate of all Interest Amounts that would have been payable if $\frac{n}{N}$ was 1 in respect of all Range Accrual Fixed Rate Interest Accrual Periods to and including the Range Accrual Fixed Rate Interest Accrual Period ending on but excluding such Interest Payment Date; minus

(ii) the sum of:

(a) the aggregate of all Interest Amounts actually paid; and

(b) the aggregate of all Snowball Interest Amounts previously paid,

from and including the Interest Commencement Date to but excluding such Interest Payment Date.

"**Upper Barrier$_1$**" means, in respect of each Reference Item or the Basket of Reference Items (as the case may be) and any Range Accrual Barrier Period specified under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of the Coupon Valuation Price$_{(Initial)}$) specified under the heading "Upper Barrier$_1$" in such table adjacent to the relevant Range Accrual Barrier Period, provided that if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

"**Upper Barrier$_2$**" means, in respect of each Reference Item or the Basket of Reference Items (as the case may be) and any Range Accrual Barrier Period specified under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of the Coupon Valuation Price$_{(Initial)}$) specified under the heading "Upper Barrier$_2$" in such table adjacent to the relevant Range Accrual Barrier Period, provided that if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

"**Upper Barrier Criterion$_1$**" means, in respect of any Range Accrual Observation Date:

(i) if "Less" is specified in the relevant Issue Terms, that the Coupon Valuation Price$_1$ is lower than Upper Barrier1 at all Range Accrual Observation Times on such Range Accrual Observation Date; or

(ii) if "Less/Equal" is specified in the relevant Issue Terms, that the Coupon Valuation Price$_1$ is lower than or equal to Upper Barrier1 at all Range Accrual Observation Times on such Range Accrual Observation Date.

"**Upper Barrier Criterion$_2$**" means, in respect of any Range Accrual Observation Date:

(i) if "Less" is specified in the relevant Issue Terms, that the Coupon Valuation Price$_2$ is lower than Upper Barrier2 at all Range Accrual Observation Times on such Range Accrual Observation Date; or

(ii) if "Less/Equal" is specified in the relevant Issue Terms, that the Coupon Valuation Price$_2$ is lower than or equal to Upper Barrier2 at all Range Accrual Observation Times on such Range Accrual Observation Date.

10.2 Rate of Interest

The Rate of Interest applicable to the Notes from time to time shall be:

(i) for any Initial Fixed Rate Interest Accrual Period to which the Fixed Rate Dual Range Accrual Coupon Payout Conditions apply (as specified in the relevant Issue Terms), the Initial Fixed Rate of Interest in respect of such Initial Fixed Rate Interest Accrual Period; and

(ii) subject to paragraph (iii) below, for any Range Accrual Fixed Rate Interest Accrual Period to which the Fixed Rate Dual Range Accrual Coupon Payout Conditions apply (as specified in the relevant Issue Terms), the rate calculated as follows in respect of such Range Accrual Fixed Rate Interest Accrual Period:

$$\frac{n}{N}\ x\ Range\ Accrual\ Fixed\ Rate\ of\ Interest.$$

(iii) if a Full Coupon Barrier is specified in the relevant Issue Terms, for any Range Accrual Fixed Rate Interest Accrual Period to which the Fixed Rate Dual Range Accrual Coupon Payout Conditions apply (as specified in the relevant Issue Terms) and in respect of which $\frac{n}{N}$ is greater than or equal to the Full Coupon Barrier, the Range Accrual Fixed Rate of Interest.

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes)*.

10.3 Snowball Interest Amount

If "Snowball Interest Amount" is specified to be applicable in the relevant Issue Terms, the provisions of this Coupon Payout Condition 10.3 shall apply.

If a Coupon Barrier Event has occurred in respect of any Coupon Barrier Observation Date, in addition to the Interest Amount, the Snowball Interest Amount (if any) applicable to the Notes in respect of the Interest Accrual Period in which such Coupon Barrier Observation Date falls shall be payable on the Interest Payment Date relating to such Interest Accrual Period.

10.4 Range Accrual Disruption Provisions

The following provisions apply to each of Range Accrual Reference $Item_1$ and Range Accrual Reference $Item_2$ separately and independently:

(i) Where the Notes relate to a single Reference Item in respect of a Range Accrual Reference Item, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day, then:

(a) if such Reference Item is an FX Rate, the Calculation Agent shall determine the FX Rate in respect of such Range Accrual Observation Date in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate, provided that, if an FX Administrator/Benchmark Event Date occurs, Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*) shall apply;

(b) if such Reference Item is a Commodity, the Calculation Agent shall determine the Relevant Commodity Price in respect of such Range Accrual Observation Date in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Relevant Commodity Price and, if more than one Commodity Disruption Fallback provides a Relevant Commodity Price, in accordance with the Commodity Disruption Fallback selected by the Calculation Agent in its sole and absolute discretion, provided that, if a Commodity Administrator/Benchmark Event Date occurs, Asset Condition 4.4(c)(3) (*Adjustments to Commodity Index*) and Asset Condition 4.5(c) (*Commodity Administrator/Benchmark Event Date*), as relevant, shall apply; or

(c) if such Reference Item is an Index, the Range Accrual Observation Date shall be the first preceding Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day, provided that, if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

(ii) Subject to Coupon Payout Condition 10.4(iii) to (v) below, where the Notes relate to a Basket of Reference Items in respect of a Range Accrual Reference Item, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is:

(a) an FX Rate, the Calculation Agent shall determine the FX Rate in respect of such Range Accrual Observation Date in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate;

(b) a Commodity, the Calculation Agent shall determine the Relevant Commodity Price in respect of such Range Accrual Observation Date in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Relevant Commodity Price and, if more than one Commodity Disruption Fallback provides a Relevant Commodity Price, in accordance with the Commodity Disruption Fallback selected by the Calculation Agent in its sole and absolute discretion.

(iii) Subject to Coupon Payout Condition 10.4(vi) below, where the Notes relate to a Basket of Reference Items in respect of a Range Accrual Reference Item, and the relevant Issue Terms provides that "Range Accrual Common Scheduled Trading Days" shall not be applicable, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is an Index, then:

(a) the Range Accrual Observation Date for each Basket Component in respect of which the Scheduled Range Accrual Observation Date is not a Disrupted Day shall be the Scheduled Range Accrual Observation Date; and

(b) the Range Accrual Observation Date for each Index in respect of which the Scheduled Range Accrual Observation Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the first preceding Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day for such Affected Basket Component.

(iv) Subject to Coupon Payout Condition 10.4(vi) below, where the Notes relate to a Basket of Reference Items in respect of a Range Accrual Reference Item, and the relevant Issue Terms provides that "Range Accrual Common Scheduled Trading Days" and "Range Accrual Individual Disrupted Days" shall both be applicable, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is an Index, then:

(a) the Range Accrual Observation Date for each Basket Component in respect of which the Scheduled Range Accrual Observation Date is not a Disrupted Day shall be the Scheduled Range Accrual Observation Date; and

(b) the Range Accrual Observation Date for each Index in respect of which the Scheduled Range Accrual Observation Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the first preceding Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day for such Affected Basket Component (notwithstanding the fact that such day may not be a Common Scheduled Trading Day).

(v) Subject to Coupon Payout Condition 10.4(vi) below, where the Notes relate to a Basket of Reference Items in respect of a Range Accrual Reference Item, and the relevant Issue Terms provides that "Range Accrual Common Scheduled Trading Days" and "Range Accrual Common Disrupted Days" shall both be applicable, if the Calculation Agent determines that

any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is an Index, then the Range Accrual Observation Date for each Basket Component shall be the first preceding Common Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day for any Basket Component.

(vi) If an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

CPC Chapter 11: Floating Rate Dual Range Accrual Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Floating Rate Dual Range Accrual Coupon" to be applicable.

The following terms and conditions (the "**Floating Rate Dual Range Accrual Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Floating Rate Dual Range Accrual Coupon" is "Applicable". These Floating Rate Dual Range Accrual Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Floating Rate Dual Range Accrual Coupon Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Floating Rate Dual Range Accrual Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Floating Rate Dual Range Accrual Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Floating Rate Dual Range Accrual Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Floating Rate Dual Range Accrual Coupon Payout Conditions to a Payout Condition are to a section or clause of these Floating Rate Dual Range Accrual Coupon Payout Conditions.

11 Floating Rate Dual Range Accrual Coupon

11.1 Definitions

For the purposes of these Floating Rate Dual Range Accrual Coupon Payout Conditions, the following terms shall have the following meanings:

"**Cap**" means, in respect of any Interest Accrual Period, the fixed rate, ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified in the Issue Terms (or percentage thereof specified in the Issue Terms) and determined as if such rate were an "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*). If Cap is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Cap shall be infinity for such Interest Accrual Period.

"**Common Scheduled Trading Day**" means each day which is a Scheduled Trading Day for all of the relevant Reference Items.

"**Coupon Barrier Event**" has the meaning given to it in the relevant Asset Conditions.

"**Coupon Barrier Observation Date**" has the meaning given to it in the relevant Asset Conditions.

"**Coupon Valuation Price**" means, in respect of any Range Accrual Observation Date:

(i) if the Notes are Index Linked Notes in respect of such Range Accrual Reference Item, the following (as applicable):

(a) where the Index Linked Notes relate to a single Index, the Index Level at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Index Linked Notes relate to a Basket of Indices, the Index Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 1.3 (*Index Basket Level*);

(ii) if the Notes are Currency Linked Notes in respect of such Range Accrual Reference Item, the following (as applicable):

(a) where the Currency Linked Notes relate to a single FX Rate, the FX Rate at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Currency Linked Notes relate to a Basket of FX Rates, the FX Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 3.3 (*FX Basket Level*);

(iii) if the Notes are Commodity Linked Notes in respect of such Range Accrual Reference Item, the following (as applicable):

(a) where the Commodity Linked Notes relate to a single Relevant Commodity or Commodity Index, the Relevant Commodity Price at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Commodity Linked Notes relate to a Basket of Commodities, the Commodity Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 4.3 (*Commodity Basket Level*); or

(iv) if the Notes are Rate Linked Notes in respect of such Range Accrual Reference Item, the following (as applicable):

(a) where the Rate Linked Notes relate to a single Underlying Rate, the Underlying Rate at the Range Accrual Observation Time on such Range Accrual Observation Date; or

(b) where the Rate Linked Notes relate to a Basket of Underlying Rates, the Underlying Rate Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 5.4 (*Underlying Rate Basket Level*);

(v) if the Notes are Multi-Asset Basket Linked Notes in respect of such Range Accrual Reference Item, the Multi-Asset Basket Level in respect of such Range Accrual Observation Date determined in accordance with Asset Condition 6.3 (*Multi-Asset Basket Level*),

provided that, in respect of any Range Accrual Observation Period, the Coupon Valuation Price for any Range Accrual Observation Date falling on or after the Range Accrual Observation Period Cut-Off Date in respect of such Range Accrual Observation Period shall be the Coupon Valuation Price in respect of such Range Accrual Observation Period Cut-Off Date.

"**Coupon Valuation Price$_1$**" means the Coupon Valuation Price in respect of Range Accrual Reference Item$_1$.

"**Coupon Valuation Price$_2$**" means the Coupon Valuation Price in respect of Range Accrual Reference Item$_2$.

"**Coupon Valuation Price$_{(Initial)}$**" means:

(i) if the Notes are Index Linked Notes, the Initial Index Level or the Initial Index Basket Level (as applicable);

(ii) if the Notes are Currency Linked Notes, the Initial FX Rate or the Initial FX Basket Level (as applicable);

(iii) if the Notes are Commodity Linked Notes, the Initial Relevant Commodity Price or the Initial Commodity Basket Level (as applicable);

(iv) if the Notes are Rate Linked Notes, the Initial Underlying Rate or the Initial Underlying Rate Basket Level (as applicable); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Initial Multi-Asset Basket Level.

"**Disrupted Day**", in respect of any Basket Component which is:

(i) an Index, has the meaning given to it in the Index Linked Asset Conditions;

(ii) an FX Rate, has the meaning given to it in the Currency Linked Asset Conditions;

(iii) a Commodity or a Commodity Index, has the meaning given to it in the Commodity Linked Asset Conditions; or

(iv) an Underlying Rate, is not applicable.

"**Fixed Rate Interest Accrual Period**" means each Interest Accrual Period falling within the Fixed Rate Period (if any).

"**Fixed Rate of Interest**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the rate (if any) specified under the heading "Fixed Rate of Interest" in such table adjacent to the relevant Interest Accrual Period.

"**Fixed Rate Period**" means the period (if any) from and including the Fixed Rate Period Start Date to but excluding the Fixed Rate Period End Date.

"**Fixed Rate Period Start Date**" means the date specified as such (if any) in the relevant Issue Terms.

"**Fixed Rate Period End Date**" means the date specified as such (if any) in the relevant Issue Terms.

"**Floating Rate Interest Accrual Period**" means:

(i) if a Fixed Rate Period is specified in the relevant Issue Terms, each Interest Accrual Period falling outside of the Fixed Rate Period; or

(ii) if no Fixed Rate Period is specified in the relevant Issue Terms, each Interest Accrual Period.

"**Floating Rate of Interest**" means a rate calculated as follows:

$$MIN\{MAX[(Leverage \times Relevant\ Rate) + Margin, Floor], Cap\}.$$

"**Floor**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which shall be greater than zero) specified under the heading "Floor" in such table adjacent to the relevant Interest Accrual Period. If Floor is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Floor shall be zero for such Interest Accrual Period.

"**Full Coupon Barrier**" means the percentage specified as such in the relevant Issue Terms.

"**Leverage**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the value or percentage specified under the heading "Leverage" in such table adjacent to the relevant Interest Accrual Period. If Leverage is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Leverage shall be 100 per cent. or 1 (as the context may require) for such Interest Accrual Period.

"**Lower Barrier$_1$**" means, in respect of each Reference Item or the Basket of Reference Items (as the case may be) and any Range Accrual Barrier Period specified under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of the Coupon Valuation Price$_{(Initial)}$) specified under the heading "Lower Barrier$_1$" in such table adjacent to the relevant Range Accrual Barrier Period provided that if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

"**Lower Barrier$_2$**" means, in respect of each Reference Item or the Basket of Reference Items (as the case may be) and any Range Accrual Barrier Period specified under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of the Coupon Valuation Price$_{(Initial)}$) specified under the heading "Lower Barrier$_2$" in such table adjacent to the relevant Range Accrual Barrier Period provided that if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

"**Lower Barrier Criterion$_1$**" means, in respect of any Range Accrual Observation Date:

(i) if "Excess" is specified in the relevant Issue Terms, that Coupon Valuation Price$_1$ is higher than Lower Barrier$_1$ at all Range Accrual Observation Times on such Range Accrual Observation Date; or

(ii) if "Excess/Equal" is specified in the relevant Issue Terms, that Coupon Valuation Price$_1$ is higher than or equal to Lower Barrier$_1$ at all Range Accrual Observation Times on such Range Accrual Observation Date.

"**Lower Barrier Criterion$_2$**" means, in respect of any Range Accrual Observation Date:

(i) if "Excess" is specified in the relevant Issue Terms, that Coupon Valuation Price$_2$ is higher than the Lower Barrier$_2$ at all Range Accrual Observation Times on such Range Accrual Observation Date; or

(ii) if "Excess/Equal" is specified in the relevant Issue Terms, that the Coupon Valuation Price$_2$ is higher than or equal to the Lower Barrier$_2$ at all Range Accrual Observation Times on such Range Accrual Observation Date.

"**Margin**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (whether positive or negative) specified under the heading "Margin" in such table adjacent to the relevant Interest Accrual Period. If Margin is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Margin shall be zero for such Interest Accrual Period.

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**n**" means, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which:

(i) Coupon Valuation Price$_1$ meets Lower Barrier Criterion$_1$ with respect to Lower Barrier$_1$ and meets Upper Barrier Criterion$_1$ with respect to Upper Barrier$_1$; provided that:

(a) if the Lower Barrier Criterion$_1$ is specified to be not applicable in the relevant Issue Terms, then "n" means, in conjunction with paragraph (ii) below, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which Coupon Valuation Price$_1$ meets Upper Barrier Criterion$_1$ with respect to Upper Barrier$_1$ only; or

(b) if Upper Barrier Criterion$_1$ is specified to be not applicable in the relevant Issue Terms, then "n" means, in conjunction with paragraph (ii) below, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which Coupon Valuation Price$_1$ meets Lower Barrier Criterion$_1$ with respect to Lower Barrier$_1$ only; and

(ii) Coupon Valuation $Price_2$ meets Lower Barrier $Criterion_2$ with respect to Lower $Barrier_2$ and meets Upper Barrier $Criterion_2$ with respect to Upper $Barrier_2$; provided that:

(a) if the Lower Barrier $Criterion_2$ is specified to be not applicable in the relevant Issue Terms, then "n" means, in conjunction with paragraph (i) above, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which Coupon Valuation $Price_2$ meets Upper Barrier $Criterion_2$ with respect to Upper $Barrier_2$ only; or

(b) if the Upper Barrier $Criterion_2$ is specified to be not applicable in the relevant Issue Terms, then "n" means, in conjunction with paragraph (i) above, in respect of a Range Accrual Observation Period, the number of Range Accrual Observation Dates in such Range Accrual Observation Period on which Coupon Valuation $Price_2$ meets Lower Barrier $Criterion_2$ with respect to Lower $Barrier_2$ only.

"**N**" means, in respect of a Range Accrual Observation Period, the total number of Range Accrual Observation Dates in such Range Accrual Observation Period. For the avoidance of doubt, if a Range Accrual Observation Date falls on more than one calendar day due to any adjustment pursuant to the definition of "Range Accrual Observation Date" or pursuant to the provisions of Coupon Payout Condition 11.4 (*Range Accrual Disruption Provisions*), such Range Accrual Observation Date shall only be counted once for the purposes of calculating N.

"**Range Accrual Barrier Period**" means each period specified as such under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms.

"**Range Accrual Observation Date**" means, in respect of each Range Accrual Observation Period, each date specified as such in the relevant Issue Terms in respect of such Range Accrual Observation Period, provided that if any Range Accrual Observation Date is not a Scheduled Trading Day in respect of any Reference Item:

(i) if the Notes relate to a single Reference Item or if the Notes relate to a Basket of Reference Items and "Range Accrual Common Scheduled Trading Days" is specified to be not applicable in the relevant Issue Terms, such Range Accrual Observation Date in respect of such Reference Item shall be deemed to be the immediately preceding Scheduled Trading Day for such Reference Item; or

(ii) if "Range Accrual Common Scheduled Trading Days" is specified to be applicable in the relevant Issue Terms, such Range Accrual Observation Date in respect of all Reference Items shall be deemed to be the immediately preceding Common Scheduled Trading Day,

in each case, provided further that, if any Range Accrual Observation Date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) above) is a Disrupted Day, such Range Accrual Observation Date shall be determined in accordance with Coupon Payout Condition 11.4 (*Range Accrual Disruption Provisions*).

Each Range Accrual Observation Date shall be an Observation Date for the purposes of the relevant Asset Conditions. For the avoidance of doubt, the provisions of Coupon Payout Condition 11.4 (*Range Accrual Disruption Provisions*) shall prevail over any Asset Conditions relating to Disrupted Days in the case of any inconsistency.

"**Range Accrual Observation Period**" means, unless otherwise specified in the relevant Issue Terms, each Floating Rate Interest Accrual Period.

"**Range Accrual Observation Period Cut-Off Date**" means, in respect of any Range Accrual Observation Period, the date specified as such in the relevant Issue Terms.

"**Range Accrual Observation Time**" has the meaning given to it in the definition of "Coupon Barrier Observation Time" in the relevant Asset Conditions, save that references to "Coupon Barrier Observation Time" shall be deemed to be references to "Range Accrual Observation Time". Each Range Accrual Observation Time shall be a Coupon Barrier Observation Time for the purposes of the relevant Asset Conditions.

"**Range Accrual Reference Item$_1$**" means the Reference Item or Basket of Reference Items specified as such in the relevant Issue Terms.

"**Range Accrual Reference Item$_2$**" means the Reference Item or Basket of Reference Items specified as such in the relevant Issue Terms.

"**Relevant Rate**" means the ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified as such under the section "Relevant Rate" in the relevant Issue Terms and determined as if such rate were a "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*).

"**Scheduled Range Accrual Observation Date**" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Range Accrual Observation Date" that), but for such day being a Disrupted Day, would have been a Range Accrual Observation Date.

"**Scheduled Trading Day**" means, in respect of any Reference Item which is:

(i) an Index, a Scheduled Trading Day as defined in the Index Linked Asset Conditions;

(ii) an FX Rate, an FX Business Day as defined in the Currency Linked Asset Conditions;

(iii) a Commodity, a Commodity Business Day or Bullion Business Day, as the case may be, as defined in the Commodity Linked Asset Conditions; or

(iv) an Underlying Rate, an Underlying Rate Business Day as defined in the Rate Linked Asset Conditions.

"**Snowball Interest Amount**" means, in respect of any Interest Payment Date, an amount per Calculation Amount calculated as follows:

(i) the aggregate of all Interest Amounts that would have been payable if $\frac{n}{N}$ was 1 in respect of all Floating Rate Interest Accrual Periods to and including the Floating Rate Interest Accrual Period ending on but excluding such Interest Payment Date; minus

(ii) the sum of:

(a) the aggregate of all Interest Amounts actually paid; and

(b) the aggregate of all Snowball Interest Amounts previously paid,

from and including the Interest Commencement Date to but excluding such Interest Payment Date.

"**Upper Barrier$_1$**" means, in respect of each Reference Item or the Basket of Reference Items (as the case may be) and any Range Accrual Barrier Period specified under the heading "Range Accrual Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of the Coupon Valuation Price$_{(Initial)}$) specified under the heading "Upper Barrier$_1$" in such table adjacent to the relevant Range Accrual Barrier Period provided that if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

"**Upper Barrier$_2$**" means, in respect of each Reference Item or the Basket of Reference Items (as the case may be) and any Range Accrual Barrier Period specified under the heading "Range Accrual

Barrier Period" in the table in the relevant Issue Terms, the price, rate, level, percentage or other value (including, for the avoidance of doubt, a percentage of the Coupon Valuation $\text{Price}_{(\text{Initial})}$) specified under the heading "Upper Barrier_2" in such table adjacent to the relevant Range Accrual Barrier Period provided that if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

"**Upper Barrier Criterion_1**" means, in respect of any Range Accrual Observation Date:

(i) if "Less" is specified in the relevant Issue Terms, that the Coupon Valuation Price_1 is lower than Upper Barrier1 at all Range Accrual Observation Times on such Range Accrual Observation Date; or

(ii) if "Less/Equal" is specified in the relevant Issue Terms, that the Coupon Valuation Price_1 is lower than or equal to Upper Barrier1 at all Range Accrual Observation Times on such Range Accrual Observation Date.

"**Upper Barrier Criterion_2**" means, in respect of any Range Accrual Observation Date:

(i) if "Less" is specified in the relevant Issue Terms, that the Coupon Valuation Price_2 is lower than Upper Barrier_2 at all Range Accrual Observation Times on such Range Accrual Observation Date; or

(ii) if "Less/Equal" is specified in the relevant Issue Terms, that the Coupon Valuation Price_2 is lower than or equal to Upper Barrier_2 at all Range Accrual Observation Times on such Range Accrual Observation Date.

11.2 Rate of Interest

The Rate of Interest applicable to the Notes from time to time shall be:

(i) for any Fixed Rate Interest Accrual Period to which the Floating Rate Dual Range Accrual Coupon Payout Conditions apply (as specified in the relevant Issue Terms), the Fixed Rate of Interest in respect of such Fixed Rate Interest Accrual Period; and

(ii) subject to paragraph (iii) below, for any Floating Rate Interest Accrual Period to which the Floating Rate Dual Range Accrual Coupon Payout Conditions apply (as specified in the relevant Issue Terms), the rate calculated as follows in respect of such Floating Rate Interest Accrual Period:

$$\frac{n}{N}\ X\ Floating\ Rate\ of\ Interest.$$

(iii) if a Full Coupon Barrier is specified in the relevant Issue Terms, for any Floating Rate Interest Accrual Period to which the Floating Rate Dual Range Accrual Coupon Payout Conditions apply (as specified in the relevant Issue Terms) and in respect of which $\frac{n}{N}$ is greater than or equal to the Full Coupon Barrier, the Floating Rate of Interest.

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes)*.

11.3 Snowball Interest Amount

If "Snowball Interest Amount" is specified to be applicable in the relevant Issue Terms, the provisions of this Coupon Payout Condition 11.3 shall apply.

If a Coupon Barrier Event has occurred in respect of any Coupon Barrier Observation Date, in addition to the Interest Amount, the Snowball Interest Amount (if any) applicable to the Notes in respect of the Interest Accrual Period in which such Coupon Barrier Observation Date falls shall be payable on the Interest Payment Date relating to such Interest Accrual Period.

11.4 Range Accrual Disruption Provisions

The following provisions apply to each of Range Accrual Reference Item_1 and Range Accrual Reference Item_2 separately and independently:

(i) Where the Notes relate to a single Reference Item in respect of a Range Accrual Reference Item, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day, then:

(a) if such Reference Item is an FX Rate, the Calculation Agent shall determine the FX Rate in respect of such Range Accrual Observation Date in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate, provided that, if an FX Administrator/Benchmark Event Date occurs, Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*) shall apply;

(b) if such Reference Item is a Commodity, the Calculation Agent shall determine the Relevant Commodity Price in respect of such Range Accrual Observation Date in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Relevant Commodity Price and, if more than one Commodity Disruption Fallback provides a Relevant Commodity Price, in accordance with the Commodity Disruption Fallback selected by the Calculation Agent in its sole and absolute discretion, provided that, if a Commodity Administrator/Benchmark Event Date occurs, Asset Condition 4.4(c)(3) (*Adjustments to Commodity Index*) and Asset Condition 4.5(c) (*Commodity Administrator/Benchmark Event Date*), as relevant, shall apply; or

(c) if such Reference Item is an Index, the Range Accrual Observation Date shall be the first preceding Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day, provided that, if an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

(ii) Subject to Coupon Payout Condition 11.4(iii) to (v) below, where the Notes relate to a Basket of Reference Items in respect of a Range Accrual Reference Item, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is:

(a) an FX Rate, the Calculation Agent shall determine the FX Rate in respect of such Range Accrual Observation Date in accordance with the first applicable FX Disruption Fallback (applied in accordance with its terms) that provides the FX Rate, provided that, if an FX Administrator/Benchmark Event Date occurs, Asset Condition 3.6(c) (*FX Administrator/Benchmark Event Date*) shall apply;

(b) a Commodity, the Calculation Agent shall determine the Relevant Commodity Price in respect of such Range Accrual Observation Date in accordance with the first applicable Commodity Disruption Fallback (applied in accordance with its terms) set out in Asset Condition 4.5(b) (*Commodity Disruption Fallbacks*) that provides the Relevant Commodity Price and, if more than one Commodity Disruption Fallback provides a Relevant Commodity Price, in accordance with the Commodity Disruption Fallback selected by the Calculation Agent in its sole and absolute discretion, provided that, if a Commodity Administrator/Benchmark Event Date occurs, Asset Condition 4.4(c)(3) (*Adjustments to Commodity Index*) and Asset Condition 4.5(c) (*Commodity Administrator/Benchmark Event Date*), as relevant, shall apply.

(iii) Subject to Coupon Payout Condition 11.4(vi) below, where the Notes relate to a Basket of Reference Items in respect of a Range Accrual Reference Item, and the relevant Issue Terms provides that "Range Accrual Common Scheduled Trading Days" shall not be applicable, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is an Index, then:

(a) the Range Accrual Observation Date for each Basket Component in respect of which the Scheduled Range Accrual Observation Date is not a Disrupted Day shall be the Scheduled Range Accrual Observation Date; and

(b) the Range Accrual Observation Date for each Index in respect of which the Scheduled Range Accrual Observation Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the first preceding Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day for such Affected Basket Component.

(iv) Subject to Coupon Payout Condition 11.4(vi) below, where the Notes relate to a Basket of Reference Items in respect of a Range Accrual Reference Item, and the relevant Issue Terms provides that "Range Accrual Common Scheduled Trading Days" and "Range Accrual Individual Disrupted Days" shall both be applicable, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is an Index, then:

(a) the Range Accrual Observation Date for each Basket Component in respect of which the Scheduled Range Accrual Observation Date is not a Disrupted Day shall be the Scheduled Range Accrual Observation Date; and

(b) the Range Accrual Observation Date for each Index in respect of which the Scheduled Range Accrual Observation Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the first preceding Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day for such Affected Basket Component (notwithstanding the fact that such day may not be a Common Scheduled Trading Day).

(v) Subject to Coupon Payout Condition 11.4(vi) below, where the Notes relate to a Basket of Reference Items in respect of a Range Accrual Reference Item, and the relevant Issue Terms provides that "Range Accrual Common Scheduled Trading Days" and "Range Accrual Common Disrupted Days" shall both be applicable, if the Calculation Agent determines that any Range Accrual Observation Date is a Disrupted Day in respect of any Basket Component that is an Index, then the Range Accrual Observation Date for each Basket Component shall be the first preceding Common Scheduled Trading Day immediately prior to the Scheduled Range Accrual Observation Date that is not a Disrupted Day for any Basket Component.

(vi) If an Index Cancellation or Index Administrator/Benchmark Event Date occurs, Asset Condition 1.4(b) (*Adjustments to an Index*) shall apply.

CPC Chapter 12: Digital Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Digital Coupon" to be applicable.

The following terms and conditions (the "**Digital Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Digital Coupon" is "Applicable". These Digital Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Digital Coupon Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Digital Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Digital Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Digital Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Digital Coupon Payout Conditions to a Payout Condition are to a section or clause of these Digital Coupon Payout Conditions.

12 Digital Coupon

12.1 Definitions

For the purposes of these Digital Coupon Payout Conditions, the following terms shall have the following meanings:

"**Basket Component Performance**" has the meaning given to it in the relevant Asset Conditions.

"**Cap_1**" means, in respect of any Interest Accrual Period, the fixed rate, ISDA Rate, Screen Rate, CMS Rate, Variable Rate, Index Performance Rate, FX Rate Performance Rate, Commodity Performance Rate, Underlying Rate Performance Rate or Basket Component Performance Rate specified in the Issue Terms (or percentage thereof specified in the Issue Terms) and determined:

(i) if ISDA Rate, Screen Rate, CMS Rate or Variable Rate is specified under the section "Cap_1" in the relevant Issue Terms, as if such rate were an "Underlying Rate" determined in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*);

(ii) if Index Performance Rate is specified under the section "Cap_1" in the relevant Issue Terms, the Index Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms;

(iii) if FX Rate Performance Rate is specified under the section "Cap_1" in the relevant Issue Terms, the FX Rate Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms;

(iv) if Commodity Performance Rate is specified under the section "Cap_1" in the relevant Issue Terms, the Commodity Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms;

(v) if Underlying Rate Performance Rate is specified under the section "Cap_1" in the relevant Issue Terms, the Underlying Rate Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms; and

(vi) if Basket Component Performance Rate is specified under the section "Cap_1" in the relevant Issue Terms, the Basket Component Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms.

If Cap_1 is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Cap_1 shall be infinity for such Interest Accrual Period.

"**Cap_2**" means, in respect of any Interest Accrual Period, the fixed rate, ISDA Rate, Screen Rate, CMS Rate, Variable Rate, Index Performance Rate, FX Rate Performance Rate, Commodity Performance Rate, Underlying Rate Performance Rate or Basket Component Performance Rate specified in the Issue Terms (or percentage thereof specified in the Issue Terms) and determined:

(i) if ISDA Rate, Screen Rate, CMS Rate or Variable Rate is specified under the section "Cap_2" in the relevant Issue Terms, as if such rate were an "Underlying Rate" determined in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*);

(ii) if Index Performance Rate is specified under the section "Cap_2" in the relevant Issue Terms, the Index Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms;

(iii) if FX Rate Performance Rate is specified under the section "Cap_2" in the relevant Issue Terms, the FX Rate Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms;

(iv) if Commodity Performance Rate is specified under the section "Cap_2" in the relevant Issue Terms, the Commodity Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms;

(v) if Underlying Rate Performance Rate is specified under the section "Cap_2" in the relevant Issue Terms, the Underlying Rate Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms; and

(vi) if Basket Component Performance Rate is specified under the section "Cap_2" in the relevant Issue Terms, the Basket Component Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms.

If Cap_2 is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Cap_2 shall be infinity for such Interest Accrual Period.

"**Commodity Performance**" has the meaning given to it in the relevant Asset Conditions.

"**Coupon Barrier Event**" has the meaning given to it in the relevant Asset Conditions.

"**Coupon Barrier Observation Date**" has the meaning given to it in the relevant Asset Conditions.

"**Coupon Lock-in Event**" has the meaning given to it in the relevant Asset Conditions.

"**Fixed Rate of Interest$_1$**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the rate specified under the heading "Fixed Rate of Interest$_1$" in such table adjacent to the relevant Interest Accrual Period.

"**Fixed Rate of Interest$_2$**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the rate specified under the heading "Fixed Rate of Interest$_2$" in such table adjacent to the relevant Interest Accrual Period.

"**Floor$_1$**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which shall be greater than zero) specified under the heading "Floor$_1$" in such table adjacent to the relevant Interest Accrual Period. If $Floor_1$ is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the $Floor_1$ shall be zero for such Interest Accrual Period.

"**Floor$_2$**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which shall be greater than zero)

specified under the heading "$Floor_2$" in such table adjacent to the relevant Interest Accrual Period. If $Floor_2$ is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the $Floor_2$ shall be zero for such Interest Accrual Period.

"**FX Rate Performance**" has the meaning given to it in the relevant Asset Conditions.

"**Index Performance**" has the meaning given to it in the relevant Asset Conditions.

"**$Leverage_1$**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the value or percentage specified under the heading "$Leverage_1$" in such table adjacent to the relevant Interest Accrual Period. If $Leverage_1$ is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, $Leverage_1$ shall be 100 per cent. or 1 (as the context may require) for such Interest Accrual Period.

"**$Leverage_2$**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the value or percentage specified under the heading "$Leverage_2$" in such table adjacent to the relevant Interest Accrual Period. If $Leverage_2$ is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, $Leverage_2$ shall be 100 per cent. or 1 (as the context may require) for such Interest Accrual Period.

"**Lock-in Rate of Interest**" means the rate specified as such in the relevant Issue Terms.

"**$Margin_1$**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (whether positive or negative) specified under the heading "$Margin_1$" in such table adjacent to the relevant Interest Accrual Period. If $Margin_1$ is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, $Margin_1$ shall be zero for such Interest Accrual Period.

"**$Margin_2$**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (whether positive or negative) specified under the heading "$Margin_2$" in such table adjacent to the relevant Interest Accrual Period. If $Margin_2$ is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, $Margin_2$ shall be zero for such Interest Accrual Period.

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Rate of $Interest_1$**" means:

(i) if "Fixed Rate Provisions" are specified to be applicable in the relevant Issue Terms, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the rate (if any) specified under the heading "Fixed Rate of $Interest_1$" in such table adjacent to the relevant Interest Accrual Period; or

(ii) if "Floating Rate Provisions" are specified to be applicable in the relevant Issue Terms, in respect of an Interest Accrual Period, a rate calculated as follows:

$$MAX\{MIN[(Leverage_1\ x\ Relevant\ Rate_{ROI1}) + Margin_1, Cap_1], Floor_1\}.$$

"**Rate of $Interest_2$**" means:

(i) if "Fixed Rate Provisions" are specified to be applicable in the relevant Issue Terms, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the rate (if any) specified under the heading "Fixed Rate of $Interest_2$" in such table adjacent to the relevant Interest Accrual Period; or

(ii) if "Floating Rate Provisions" are specified to be applicable in the relevant Issue Terms, in respect of an Interest Accrual Period, a rate calculated as follows:

$$MAX\{MIN[(Leverage_2\ x\ Relevant\ Rate_{ROI2}) + Margin_2, Cap_2], Floor_2\}.$$

"**Relevant Rate$_{ROI1}$**" means the ISDA Rate, Screen Rate, CMS Rate, Variable Rate, Index Performance Rate, FX Rate Performance Rate, Commodity Performance Rate, Underlying Rate Performance Rate or Basket Component Performance Rate specified as such under the section "Relevant Rate$_{ROI1}$" in the relevant Issue Terms and determined:

(i) if ISDA Rate, Screen Rate, CMS Rate or Variable Rate is specified under the section "Relevant Rate$_{ROI1}$" in the relevant Issue Terms, as if such rate were an "Underlying Rate" determined in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*);

(ii) if Index Performance Rate is specified under the section "Relevant Rate$_{ROI1}$" in the relevant Issue Terms, the Index Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms;

(iii) if FX Rate Performance Rate is specified under the section "Relevant Rate$_{ROI1}$" in the relevant Issue Terms, the FX Rate Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms;

(iv) if Commodity Performance Rate is specified under the section "Relevant Rate$_{ROI1}$" in the relevant Issue Terms, the Commodity Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms;

(v) if Underlying Rate Performance Rate is specified under the section "Relevant Rate$_{ROI1}$" in the relevant Issue Terms, the Underlying Rate Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms; and

(vi) if Basket Component Performance Rate is specified under the section "Relevant Rate$_{ROI1}$" in the relevant Issue Terms, the Basket Component Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms.

"**Relevant Rate$_{ROI2}$**" means the ISDA Rate, Screen Rate, CMS Rate, Variable Rate, Index Performance Rate, FX Rate Performance Rate, Commodity Performance Rate, Underlying Rate Performance Rate or Basket Component Performance Rate specified as such under the section "Relevant Rate$_{ROI2}$" in the relevant Issue Terms and determined:

(i) if ISDA Rate, Screen Rate, CMS Rate or Variable Rate is specified under the section "Relevant Rate$_{ROI2}$" in the relevant Issue Terms, as if such rate were an "Underlying Rate" determined in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*);

(ii) if Index Performance Rate is specified under the section "Relevant Rate$_{ROI2}$" in the relevant Issue Terms, the Index Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms;

(iii) if FX Rate Performance Rate is specified under the section "Relevant Rate$_{ROI2}$" in the relevant Issue Terms, the FX Rate Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms;

(iv) if Commodity Performance Rate is specified under the section "Relevant Rate$_{ROI2}$" in the relevant Issue Terms, the Commodity Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms;

(v) if Underlying Rate Performance Rate is specified under the section "Relevant Rate$_{ROI2}$" in the relevant Issue Terms, the Underlying Rate Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms; and

(vi) if Basket Component Performance Rate is specified under the section "Relevant $Rate_{ROI2}$" in the relevant Issue Terms, the Basket Component Performance (expressed as a percentage) in respect of the Observation Date specified in such section in the relevant Issue Terms.

"**Snowball Interest Amount**" means, in respect of any Interest Payment Date, an amount per Calculation Amount calculated as follows:

(i) the aggregate of all Interest Amounts that would have been payable if a Coupon Barrier Event had occurred at any time from and including the Interest Commencement Date to but excluding such Interest Payment Date; minus

(ii) the sum of:

(a) the aggregate of all Interest Amounts actually paid; and

(b) the aggregate of all Snowball Interest Amounts previously paid,

from and including the Interest Commencement Date to but excluding such Interest Payment Date.

"**Underlying Rate Performance**" has the meaning given to it in the relevant Asset Conditions.

12.2 Rate of Interest

The Rate of Interest applicable to the Notes in respect of any Interest Accrual Period to which the Digital Coupon Payout Conditions apply (as specified in the relevant Issue Terms) shall be calculated as follows:

(i) if a Coupon Barrier Event has not occurred in respect of any Coupon Barrier Observation Date in respect of such Interest Accrual Period, Rate of $Interest_1$; or

(ii) if a Coupon Barrier Event has occurred in respect of any Coupon Barrier Observation Date in respect of such Interest Accrual Period, Rate of $Interest_2$,

subject to Coupon Payout Condition 12.4 (*Lock-in Interest Amount*) below.

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes)*.

12.3 Snowball Interest Amount

If "Snowball Interest Amount" is specified to be applicable in the relevant Issue Terms, the provisions of this Coupon Payout Condition 12.3 shall apply.

If a Coupon Barrier Event has occurred in respect of any Coupon Barrier Observation Date, in addition to the Interest Amount, the Snowball Interest Amount (if any) applicable to the Notes in respect of the Interest Accrual Period in which such Coupon Barrier Observation Date falls shall be payable on the Interest Payment Date relating to such Interest Accrual Period.

12.4 Lock-in Interest Amount

If "Lock-in Interest Amount" is specified to be applicable in the relevant Issue Terms, the provisions of this Coupon Payout Condition 12.4 (*Lock-in Interest Amount*) shall apply.

If a Coupon Lock-in Event has occurred in respect of any Coupon Barrier Observation Date, the Rate of Interest applicable to the Notes in respect of the Interest Accrual Period in which such Coupon Barrier Observation Date falls and all subsequent Interest Accrual Periods shall be the Lock-in Rate of Interest (and the Day Count Fraction shall be that specified in the relevant Issue Terms under the heading "Lock-in Rate of Interest").

CPC Chapter 13: Inflation-Linked Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Inflation-Linked Coupon" to be applicable.

The following terms and conditions (the "**Inflation-Linked Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Inflation-Linked Coupon" is "Applicable". These Inflation-Linked Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Inflation-Linked Coupon Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Inflation-Linked Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Inflation-Linked Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Inflation-Linked Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Inflation-Linked Coupon Payout Conditions to a Payout Condition are to a section or clause of these Inflation-Linked Coupon Payout Conditions.

13 Inflation-Linked Coupon

13.1 Definitions

For the purposes of these Inflation-Linked Coupon Payout Conditions, the following terms shall have the following meanings:

"**Cap**" means, in respect of any Interest Accrual Period, the fixed rate, ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified in the Issue Terms (or percentage thereof specified in the Issue Terms) and determined as if such rate were an "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*). If Cap is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Cap shall be infinity for such Interest Accrual Period.

"**Floor**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which shall be greater than zero) specified under the heading "Floor" in such table adjacent to the relevant Interest Accrual Period. If Floor is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Floor shall be zero for such Interest Accrual Period.

"**Inflation Performance**" means, in respect of Interest Payment Date$_t$, the percentage calculated as follows:

$$\frac{Relevant\ Level_t - Strike\ Price}{Relevant\ Level_{t-1}}.$$

"**Interest Payment Date$_t$**" means the Interest Payment Date specified in the table in the relevant Issue Terms which corresponds to the relevant value of t.

"**Leverage**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the value or percentage specified under the heading "Leverage" in such table adjacent to the relevant Interest Accrual Period. If Leverage is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Leverage shall be 100 per cent. or 1 (as the context may require) for such Interest Accrual Period.

"**Margin**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the "Floating Rate Provisions" section of the relevant Issue Terms, the

percentage (whether positive or negative) specified under the heading "Margin" in such table adjacent to the relevant Interest Accrual Period. If Margin is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Margin shall be zero for such Interest Accrual Period.

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Reference Month**" has the meaning given to it in the Inflation Linked Asset Conditions.

"**Reference Month**$_{(Initial)}$" means the Reference Month specified as such in the relevant Issue Terms.

"**Reference Month**$_t$" means the Reference Month specified in the table in the relevant Issue Terms which corresponds to the relevant value of t.

"**Reference Month**$_{t-1}$" means the Reference Month specified in the table in the relevant Issue Terms which corresponds to the relevant value of $t-1$. When t = 1, Reference Month$_{t-1}$ shall be Reference Month$_{(Initial)}$.

"**Relevant Level**$_{(Initial)}$" means the level set out as such in the relevant Issue Terms (which may be specified as a percentage of another value) or if no such level is so specified, subject to the Inflation Linked Asset Conditions, the Relevant Level in respect of Reference Month$_{(Initial)}$.

"**Relevant Level**$_t$" means, subject to the Inflation Linked Asset Conditions, the Relevant Level in respect of Reference Month$_t$.

"**Relevant Level**$_{t-1}$" means, subject to the Inflation Linked Asset Conditions, the Relevant Level in respect of Reference Month$_{t-1}$. When t = 1, Relevant Level$_{t-1}$ shall be Relevant Level$_{(Initial)}$.

"**Strike Price**" means the price, rate, level, percentage or any other value (including, for the avoidance of doubt, a percentage of the Relevant Level$_{(Initial)}$) specified as such in the relevant Issue Terms.

"**t**" means an ascending series of unique positive integers starting from and including 0 (zero), each denoting one Reference Month or Interest Payment Date in chronological order.

13.2 Rate of Interest

The Rate of Interest applicable to the Notes in respect of Interest Payment Date$_t$ shall be calculated as follows:

$$MIN\{MAX[(Leverage \times Inflation\ Performance) + Margin, Floor], Cap\}.$$

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes)*.

CPC Chapter 14: Inflation Protected Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Inflation Protected Coupon" to be applicable.

The following terms and conditions (the "**Inflation Protected Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Inflation Protected Coupon" is "Applicable". These Inflation Protected Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Inflation Protected Coupon Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Inflation Protected Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Inflation Protected Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Inflation Protected Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Inflation Protected Coupon Payout Conditions to a Payout Condition are to a section or clause of these Inflation Protected Coupon Payout Conditions.

14 Inflation Protected Coupon

14.1 Definitions

For the purposes of these Inflation Protected Coupon Payout Conditions, the following terms shall have the following meanings:

"**Coupon Percentage**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage specified under the heading "Coupon Percentage" in such table adjacent to the relevant Interest Accrual Period. If Coupon Percentage is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Coupon Percentage shall be 1 per cent. for such Interest Accrual Period.

"**Cap**" means, in respect of any Interest Accrual Period, the fixed rate, ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified in the Issue Terms (or percentage thereof specified in the Issue Terms) and determined as if such rate were an "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*). If Cap is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Cap shall be infinity for such Interest Accrual Period.

"**Floor**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which shall be greater than zero) specified under the heading "Floor" in such table adjacent to the relevant Interest Accrual Period. If Floor is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Floor shall be zero for such Interest Accrual Period.

"**Inflation Performance**" means, in respect of Interest Payment Date$_t$, the percentage calculated as follows:

$$\frac{Relevant\ Level_t}{Relevant\ Level_{(Initial)}}.$$

"**Interest Payment Date$_t$**" means the Interest Payment Date specified in the table in the relevant Issue Terms which corresponds to Reference Month$_t$.

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Reference Month**" has the meaning given to it in the Inflation Linked Asset Conditions.

"**Reference Month$_{(Initial)}$**" means the Reference Month specified as such in the relevant Issue Terms.

"**Reference Month$_t$**" means the Reference Month specified in the table in the relevant Issue Terms which corresponds to the relevant value of t.

"**Relevant Level$_{(Initial)}$**" means the level set out as such in the relevant Issue Terms (which may be specified as a percentage of another value) or if no such level is so specified, subject to the Inflation Linked Asset Conditions, the Relevant Level in respect of Reference Month$_{(Initial)}$.

"**Relevant Level$_t$**" means, subject to the Inflation Linked Asset Conditions, the Relevant Level in respect of Reference Month$_t$.

"**t**" means an ascending series of unique positive integers starting from and including 0 (zero), each denoting one Reference Month or Interest Payment Date in chronological order.

14.2 Rate of Interest

The Rate of Interest applicable to the Notes in respect of Interest Payment Date$_t$ shall be calculated as follows:

$$MIN[MAX(Coupon\ Percentage\ x\ Inflation\ Performance, Floor), Cap].$$

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes)*.

CPC Chapter 15: Performance Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Performance Coupon" to be applicable.

The following terms and conditions (the "**Performance Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Performance Coupon" is "Applicable". These Performance Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Performance Coupon Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Performance Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Performance Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Performance Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Performance Coupon Payout Conditions to a Payout Condition are to a section or clause of these Performance Coupon Payout Conditions.

15 Performance Coupon

15.1 Definitions

For the purposes of these Performance Coupon Payout Conditions, the following terms shall have the following meanings:

"**Cap**" means, in respect of any Interest Accrual Period, the fixed rate, ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified in the Issue Terms (or percentage thereof specified in the Issue Terms) and determined as if such rate were an "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*). If Cap is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Cap shall be infinity for such Interest Accrual Period.

"**Coupon Percentage**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage specified under the heading "Coupon Percentage" in such table adjacent to the relevant Interest Accrual Period. If Coupon Percentage is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Coupon Percentage shall be 1 per cent. for such Interest Accrual Period.

"**Coupon Valuation Price$_{(Current)}$**" means, in respect of any Valuation Date or Basket Valuation Date relating to a Variable Rate Interest Accrual Period:

(i) if the Notes are Index Linked Notes, the following (as applicable):

(a) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Index Level at the Valuation Time on such Valuation Date;

(b) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Index Levels at the Valuation Time on each such Averaging Date; or

(c) where the Index Linked Notes relate to a Basket of Indices, the Index Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 1.3 (*Index Basket Level*).

(ii) if the Notes are Currency Linked Notes, the following (as applicable):

(a) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the FX Rate at the Valuation Time on such Valuation Date;

(b) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the FX Rates at the Valuation Time on each such Averaging Date; or

(c) where the Currency Linked Notes relate to a Basket of FX Rates, the FX Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 3.3 (*FX Basket Level*);

(iii) if the Notes are Commodity Linked Notes, the following (as applicable):

(a) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Relevant Commodity Price at the Valuation Time on such Valuation Date;

(b) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Relevant Commodity Prices at the Valuation Time on each such Averaging Date; or

(c) where the Commodity Linked Notes relate to a Basket of Commodities, the Commodity Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 4.3 (*Commodity Basket Level*);

(iv) if the Notes are Rate Linked Notes, the following (as applicable):

(a) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Underlying Rate at the Valuation Time on such Valuation Date;

(b) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Underlying Rates at the Valuation Time on each such Averaging Date; or

(c) where the Rate Linked Notes relate to a Basket of Underlying Rates, the Underlying Rate Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 5.4 (*Underlying Rate Basket Level*); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Multi-Asset Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 6.3 (*Multi-Asset Basket Level*).

"**Coupon Valuation Price$_{(Initial)}$**" means the price, rate or level set out as such in the relevant Issue Terms (which may be specified as a percentage of another value) or if no such price, rate or level is so specified:

(i) if the Notes are Index Linked Notes, the Initial Index Level or the Initial Index Basket Level (as applicable);

(ii) if the Notes are Currency Linked Notes, the Initial FX Rate or the Initial FX Basket Level (as applicable);

(iii) if the Notes are Commodity Linked Notes, the Initial Relevant Commodity Price or the Initial Commodity Basket Level (as applicable);

(iv) if the Notes are Rate Linked Notes, the Initial Underlying Rate or the Initial Underlying Rate Basket Level (as applicable); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Initial Multi-Asset Basket Level.

"**Fixed Rate Interest Accrual Period**" means each Interest Accrual Period falling within the Fixed Rate Period (if any).

"**Fixed Rate of Interest**" means, in respect of any Fixed Rate Interest Accrual Period specified under the heading "Fixed Rate Interest Accrual Period" in the table in the relevant Issue Terms, the rate (if any) specified under the heading "Fixed Rate of Interest" in such table adjacent to the relevant Fixed Rate Interest Accrual Period.

"**Fixed Rate Period**" means the period (if any) from and including the Fixed Rate Period Start Date to and including the Fixed Rate Period End Date.

"**Fixed Rate Period Start Date**" means the date specified as such (if any) in the relevant Issue Terms.

"**Fixed Rate Period End Date**" means the date specified as such (if any) in the relevant Issue Terms.

"**Floor**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which shall be greater than zero) specified under the heading "Floor" in such table adjacent to the relevant Interest Accrual Period. If Floor is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Floor shall be zero for such Interest Accrual Period.

"**Margin**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (whether positive or negative) specified under the heading "Margin" in such table adjacent to the relevant Interest Accrual Period. If Margin is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Margin shall be zero for such Interest Accrual Period.

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Variable Rate Interest Accrual Period**" means:

(i) if a Fixed Rate Period is specified to apply in the relevant Issue Terms, each Interest Accrual Period falling outside of the Fixed Rate Period; or

(ii) if no Fixed Rate Period is specified to apply in the relevant Issue Terms, each Interest Accrual Period.

"**Variable Rate of Interest**" means, in respect of any Variable Rate Interest Accrual Period, a rate calculated as follows:

$$MIN\left\{MAX\left[\left(Coupon\ Percentage\ x\ \frac{Coupon\ Valuation\ Price_{(Current)}}{Coupon\ Valuation\ Price_{(Initial)}} + Margin\right), Floor\right], Cap\right\}.$$

15.2 Rate of Interest

The Rate of Interest applicable to the Notes shall be calculated as follows:

(i) for any Fixed Rate Interest Accrual Period to which the Performance Coupon Payout Conditions apply (as specified in the relevant Issue Terms), the Fixed Rate of Interest in respect of such Fixed Rate Interest Accrual Period; and

(ii) for any Variable Rate Interest Accrual Period to which the Performance Coupon Payout Conditions apply (as specified in the relevant Issue Terms), the Variable Rate of Interest in respect of such Variable Rate Interest Accrual Period.

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes*).

CPC Chapter 16: Annualised Performance Coupon Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Annualised Performance Coupon" to be applicable.

The following terms and conditions (the "**Annualised Performance Coupon Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Annualised Performance Coupon" is "Applicable". These Annualised Performance Coupon Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Annualised Performance Coupon Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Performance Coupon Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Annualised Performance Coupon Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Annualised Performance Coupon Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Annualised Performance Coupon Payout Conditions to a Payout Condition are to a section or clause of these Annualised Performance Coupon Payout Conditions.

16 Annualised Performance Coupon

16.1 Definitions

For the purposes of these Annualised Performance Coupon Payout Conditions, the following terms shall have the following meanings:

"**Cap**" means, in respect of any Interest Accrual Period, the fixed rate, ISDA Rate, Screen Rate, CMS Rate or Variable Rate specified in the Issue Terms (or percentage thereof specified in the Issue Terms) and determined as if such rate were an "Underlying Rate" in accordance with the provisions of Asset Condition 5.3 (*Determination of the Underlying Rate*). If Cap is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Cap shall be infinity for such Interest Accrual Period.

"**Coupon Valuation Price$_t$**" means, in respect of any Valuation Date or Basket Valuation Date relating to an Interest Accrual Period:

(i) if the Notes are Index Linked Notes, the following (as applicable):

(a) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Index Level at the Valuation Time on such Valuation Date;

(b) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Index Levels at the Valuation Time on each such Averaging Date; or

(c) where the Index Linked Notes relate to a Basket of Indices, the Index Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 1.3 (*Index Basket Level*).

(ii) if the Notes are Currency Linked Notes, the following (as applicable):

(a) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the FX Rate at the Valuation Time on such Valuation Date;

(b) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the FX Rates at the Valuation Time on each such Averaging Date; or

(c) where the Currency Linked Notes relate to a Basket of FX Rates, the FX Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 3.3 (*FX Basket Level*);

(iii) if the Notes are Commodity Linked Notes, the following (as applicable):

(a) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Relevant Commodity Price at the Valuation Time on such Valuation Date;

(b) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Relevant Commodity Prices at the Valuation Time on each such Averaging Date; or

(c) where the Commodity Linked Notes relate to a Basket of Commodities, the Commodity Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 4.3 (*Commodity Basket Level*);

(iv) if the Notes are Rate Linked Notes, the following (as applicable):

(a) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Underlying Rate at the Valuation Time on such Valuation Date;

(b) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Underlying Rates at the Valuation Time on each such Averaging Date; or

(c) where the Rate Linked Notes relate to a Basket of Underlying Rates, the Underlying Rate Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 5.4 (*Underlying Rate Basket Level*); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Multi-Asset Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 6.3 (*Multi-Asset Basket Level*).

"**Coupon Valuation Price$_{(Initial)}$**" means the price, rate or level set out as such in the relevant Issue Terms (which may be specified as a percentage of another value) or if no such price, rate or level is so specified:

(i) if the Notes are Index Linked Notes, the Initial Index Level or the Initial Index Basket Level (as applicable);

(ii) if the Notes are Currency Linked Notes, the Initial FX Rate or the Initial FX Basket Level (as applicable);

(iii) if the Notes are Commodity Linked Notes, the Initial Relevant Commodity Price or the Initial Commodity Basket Level (as applicable);

(iv) if the Notes are Rate Linked Notes, the Initial Underlying Rate or the Initial Underlying Rate Basket Level (as applicable); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Initial Multi-Asset Basket Level.

"**Floor**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (which shall be greater than zero) specified under the heading "Floor" in such table adjacent to the relevant Interest Accrual Period. If Floor is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Floor shall be zero for such Interest Accrual Period.

"**Interest Payment Date$_t$**" means the Interest Payment Date specified under the heading "Interest Payment Schedule and Reference Month" of the relevant Issue Terms which corresponds to the relevant value of *t*.

"**k**" means the value, in respect of Interest Payment Date$_t$, specified as such in the table in the relevant Issue Terms or, if no such value is specified, 1.

"**Leverage**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the value or percentage specified under the heading "Leverage" in such table adjacent to the relevant Interest Accrual Period. If Leverage is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Leverage shall be 100 per cent. or 1 (as the context may require) for such Interest Accrual Period.

"**Margin**" means, in respect of any Interest Accrual Period specified under the heading "Interest Accrual Period" in the table in the relevant Issue Terms, the percentage (whether positive or negative) specified under the heading "Margin" in such table adjacent to the relevant Interest Accrual Period. If Margin is specified to be not applicable in the relevant Issue Terms in respect of any Interest Accrual Period, the Margin shall be zero for such Interest Accrual Period.

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Performance**" means, in respect of Interest Payment Date$_t$, the percentage calculated as follows:

$$\frac{Coupon\ Valuation\ Price_t - Strike\ Price}{Coupon\ Valuation\ Price_{(Initial)}}$$

"**Strike Price**" means the price, rate, level, percentage or any other value (including, for the avoidance of doubt, a percentage of the Coupon Valuation Price$_{(\text{Initial})}$) specified as such in the relevant Issue Terms.

"**t**" means an ascending series of unique positive integers starting from and including 0 (zero), each denoting one Reference Month or Interest Payment Date in chronological order.

16.2 Rate of Interest

The Rate of Interest applicable to the Notes in respect of Interest Payment Datet shall be calculated as follows for any Interest Accrual Period to which the Annualised Performance Coupon Payout Conditions apply (as specified in the relevant Issue Terms):

$$MIN\{MAX\left[\left(\frac{Leverage}{k} \times Performance\right) + Margin, Floor\right], Cap\}$$

The Interest Amount shall be calculated in accordance with Base General Condition 5(c) (*Interest on Structured Rate Notes)*.

RPC Chapter 1: Performance Redemption Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Performance Redemption" to be applicable.

The following terms and conditions (the "**Performance Redemption Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Performance Redemption" is "Applicable". These Performance Redemption Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Performance Redemption Payout Conditions, the relevant Asset Conditions, and/or the Base General Conditions, these Performance Redemption Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Performance Redemption Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Performance Redemption Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Performance Redemption Payout Conditions to a Payout Condition are to a section or clause of these Performance Redemption Payout Conditions.

1 Performance Redemption

1.1 Definitions

For the purposes of these Performance Redemption Payout Conditions, the following terms shall have the following meanings:

"**Basket Averaging Date**" has the meaning given to it in the relevant Asset Conditions.

"**Basket Final Averaging Date**" means the Basket Averaging Date in respect of the Final Averaging Date.

"**Basket Final Valuation Date**" means the Basket Valuation Date in respect of the Final Valuation Date.

"**Basket Valuation Date**" has the meaning given to it in the relevant Asset Conditions.

"**Cap**" means the percentage specified as such in the relevant Issue Terms. If Cap is specified to be not applicable in the relevant Issue Terms, the Cap shall be infinity.

"**CR%**" or "**Capital Return Percentage**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage is not specified in the relevant Issue Terms, the Capital Return Percentage shall be 100 per cent.

"**Final Averaging Date**" means, subject to the relevant Asset Conditions, each date specified as such (if any) in the relevant Issue Terms. For the avoidance of doubt, each Final Averaging Date is an "Averaging Date" for the purposes of the relevant Asset Conditions.

"**Final Price**" means an amount per Calculation Amount determined in accordance with Redemption Payout Condition 1.2 (*Final Price*) of these Performance Redemption Payout Conditions.

"**Final Valuation Date**" means, subject to the relevant Asset Conditions, the date specified as such in the relevant Issue Terms. For the avoidance of doubt, the Final Valuation Date is a "Valuation Date" for the purposes of the relevant Asset Conditions.

"**Floor**" means the percentage (which shall be greater than zero) specified as such in the relevant Issue Terms. If Floor is specified to be not applicable in the relevant Issue Terms, the Floor shall be zero.

"**Leverage**" means the value or percentage specified as such in the relevant Issue Terms. If Leverage is specified to be not applicable in the relevant Issue Terms, the Leverage shall be 100 per cent. or 1 (as the context may require).

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Redemption Calculation Amount**" or "**RCA**" means the amount per Calculation Amount specified as such in the relevant Issue Terms;

For the avoidance of doubt, the relevant Issue Terms may specify RCA as an amount denominated in a currency which is different from the Specified Currency.

If no RCA is specified in the Issue Terms, RCA shall mean an amount equal to the Calculation Amount, as the case may be.

"**Redemption Valuation Price**" means, in respect of any Valuation Date or Basket Valuation Date:

(i) if the Notes are Index Linked Notes, the following (as applicable):

(a) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Index Level at the Valuation Time on such Valuation Date;

(b) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Index Levels at the Valuation Time on each such Averaging Date; or

(c) where the Index Linked Notes relate to a Basket of Indices, the Index Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 1.3 (*Index Basket Level*);

(ii) if the Notes are Currency Linked Notes, the following (as applicable):

(a) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the FX Rate at the Valuation Time on such Valuation Date;

(b) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the FX Rates at the Valuation Time on each such Averaging Date; or

(c) where the Currency Linked Notes relate to a Basket of FX Rates, the FX Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 3.3 (*FX Basket Level*);

(iii) if the Notes are Commodity Linked Notes, the following (as applicable):

(a) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Relevant Commodity Price at the Valuation Time on such Valuation Date;

(b) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Relevant Commodity Prices at the Valuation Time on each such Averaging Date; or

(c) where the Commodity Linked Notes relate to a Basket of Commodities, the Commodity Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 4.3 (*Commodity Basket Level*);

(iv) if the Notes are Rate Linked Notes, the following (as applicable):

(a) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Underlying Rate at the Valuation Time on such Valuation Date;

(b) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Underlying Rates at the Valuation Time on each such Averaging Date; or

(c) where the Rate Linked Notes relate to a Basket of Underlying Rates, the Underlying Rate Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 5.4 (*Underlying Rate Basket Level*); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Multi-Asset Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 6.3 (*Multi-Asset Basket Level*).

"**Redemption Valuation Price$_{(Final)}$**" means the Redemption Valuation Price determined in respect of the Final Valuation Date, Final Averaging Dates, Basket Final Valuation Date or Basket Final Averaging Dates (as applicable).

"**Redemption Valuation Price$_{(Initial)}$**" means the price, rate or level set out as such in the relevant Issue Terms (which may be specified as a percentage of another value) or if no such price, rate or level is so specified:

(i) if the Notes are Index Linked Notes, the Initial Index Level or the Initial Index Basket Level (as applicable);

(ii) if the Notes are Currency Linked Notes, the Initial FX Rate or the Initial FX Basket Level (as applicable);

(iii) if the Notes are Commodity Linked Notes, the Initial Relevant Commodity Price or the Initial Commodity Basket Level (as applicable);

(iv) if the Notes are Rate Linked Notes, the Initial Underlying Rate or the Initial Underlying Rate Basket Level (as applicable); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Initial Multi-Asset Basket Level.

"**Strike Price**" means the price, rate, level, percentage or any other value (including, for the avoidance of doubt, a percentage of the Redemption Valuation Price$_{(Initial)}$) specified as such in the relevant Issue Terms.

1.2 Final Price

The Final Price shall be calculated as follows:

$$RCA \times \left\{ \mathrm{CR\%} + MIN\left[MAX\left(Leverage \times \frac{Redemption\ Valuation\ Price_{(Final)} - Strike\ Price}{Redemption\ Valuation\ Price_{(Initial)}}, Floor\right), Cap\right]\right\}.$$

RPC Chapter 2: Performance Plus Downside Redemption Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Performance Plus Downside Redemption" to be applicable.

The following terms and conditions (the "**Performance Plus Downside Redemption Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Performance Plus Downside Redemption" is "Applicable". These Performance Plus Downside Redemption Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Performance Plus Downside Redemption Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Performance Plus Downside Redemption Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Performance Plus Downside Redemption Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Performance Plus Downside Redemption Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Performance Plus Downside Redemption Payout Conditions to a Payout Condition are to a section or clause of these Performance Plus Downside Redemption Payout Conditions.

2 Performance Plus Downside Redemption

2.1 Definitions

For the purposes of these Performance Plus Downside Redemption Payout Conditions, the following terms shall have the following meanings:

"**Basket Averaging Date**" has the meaning given to it in the relevant Asset Conditions.

"**Basket Final Averaging Date**" means the Basket Averaging Date in respect of the Final Averaging Date.

"**Basket Final Valuation Date**" means the Basket Valuation Date in respect of the Final Valuation Date.

"**Basket Valuation Date**" has the meaning given to it in the relevant Asset Conditions.

"**Cap**" means the percentage specified as such in the relevant Issue Terms. If Cap is specified to be not applicable in the relevant Issue Terms, the Cap shall be infinity.

"**CR_1%**" or "**Capital Return Percentage$_1$**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage$_1$ is not specified in the relevant Issue Terms, the Capital Return Percentage$_1$ shall be 100 per cent.

"**CR_2%**" or "**Capital Return Percentage$_2$**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage$_2$ is not specified in the relevant Issue Terms, the Capital Return Percentage$_2$ shall be 100 per cent.

"**Final Averaging Date**" means, subject to the relevant Asset Conditions, each date specified as such (if any) in the relevant Issue Terms. For the avoidance of doubt, each Final Averaging Date is an "Averaging Date" for the purposes of the relevant Asset Conditions.

"**Final Price**" means an amount per Calculation Amount determined in accordance with Redemption Payout Condition 2.2 (*Final Price*) of these Performance Plus Downside Redemption Payout Conditions.

"**Final Valuation Date**" means, subject to the relevant Asset Conditions, the date specified as such in the relevant Issue Terms. For the avoidance of doubt, the Final Valuation Date is a "Valuation Date" for the purposes of the relevant Asset Conditions.

"**$Floor_1$**" means the percentage (which shall be greater than zero) specified as such in the relevant Issue Terms. If $Floor_1$ is specified to be not applicable in the relevant Issue Terms, $Floor_1$ shall be zero.

"**$Floor_2$**" means the percentage (which shall be greater than zero) specified as such in the relevant Issue Terms. If $Floor_2$ is specified to be not applicable in the relevant Issue Terms, $Floor_2$ shall be zero.

"**$Leverage_1$**" means the value or percentage specified as such in the relevant Issue Terms. If $Leverage_1$ is specified to be not applicable in the relevant Issue Terms, $Leverage_1$ shall be 100 per cent. or 1 (as the context may require).

"**$Leverage_2$**" means the value or percentage specified as such in the relevant Issue Terms. If $Leverage_2$ is specified to be not applicable in the relevant Issue Terms, $Leverage_2$ shall be 100 per cent. or 1 (as the context may require).

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Redemption Calculation Amount**" or "**RCA**" means the amount per Calculation Amount specified as such in the relevant Issue Terms.

For the avoidance of doubt, the relevant Issue Terms may specify RCA as an amount denominated in a currency which is different from the Specified Currency.

If no RCA is specified in the Issue Terms, RCA shall mean an amount equal to the Calculation Amount, as the case may be.

"**Redemption Valuation Price**" means, in respect of any Valuation Date or Basket Valuation Date:

(i) if the Notes are Index Linked Notes, the following (as applicable):

(a) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Index Level at the Valuation Time on such Valuation Date;

(b) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Index Levels at the Valuation Time on each such Averaging Date; or

(c) where the Index Linked Notes relate to a Basket of Indices, the Index Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 1.3 (*Index Basket Level*);

(ii) if the Notes are Currency Linked Notes, the following (as applicable):

(a) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the FX Rate at the Valuation Time on such Valuation Date;

(b) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the FX Rates at the Valuation Time on each such Averaging Date; or

(c) where the Currency Linked Notes relate to a Basket of FX Rates, the FX Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 3.3 (*FX Basket Level*);

(iii) if the Notes are Commodity Linked Notes, the following (as applicable):

(a) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Relevant Commodity Price at the Valuation Time on such Valuation Date;

(b) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Relevant Commodity Prices at the Valuation Time on each such Averaging Date; or

(c) where the Commodity Linked Notes relate to a Basket of Commodities, the Commodity Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 4.3 (*Commodity Basket Level*);

(iv) if the Notes are Rate Linked Notes, the following (as applicable):

(a) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Underlying Rate at the Valuation Time on such Valuation Date;

(b) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Underlying Rates at the Valuation Time on each such Averaging Date; or

(c) where the Rate Linked Notes relate to a Basket of Underlying Rates, the Underlying Rate Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 5.4 (*Underlying Rate Basket Level*); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Multi-Asset Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 6.3 (*Multi-Asset Basket Level*).

"**Redemption Valuation Price$_{(Final)}$**" means the Redemption Valuation Price determined in respect of the Final Valuation Date, Final Averaging Dates, Basket Final Valuation Date or Basket Final Averaging Dates (as applicable).

"**Redemption Valuation Price$_{(Initial)}$**" means the price, rate or level set out as such in the relevant Issue Terms (which may be specified as a percentage of another value) or if no such price, rate or level is so specified:

(i) if the Notes are Index Linked Notes, the Initial Index Level or the Initial Index Basket Level (as applicable);

(ii) if the Notes are Currency Linked Notes, the Initial FX Rate or the Initial FX Basket Level (as applicable);

(iii) if the Notes are Commodity Linked Notes, the Initial Relevant Commodity Price or the Initial Commodity Basket Level (as applicable);

(iv) if the Notes are Rate Linked Notes, the Initial Underlying Rate or the Initial Underlying Rate Basket Level (as applicable); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Initial Multi-Asset Basket Level.

"**Strike Price**" means the price, rate, level, percentage or any other value (including, for the avoidance of doubt, a percentage of the Redemption Valuation Price$_{(\text{Initial})}$) specified as such in the relevant Issue Terms.

2.2 Final Price

The Final Price shall be calculated as follows:

(i) if the Redemption Valuation Price$_{(\text{Final})}$ is higher than or equal to the Strike Price:

$$RCA \times \left\{ \mathrm{CR}_1\% + MIN\left[MAX\left(Leverage_1 \times \frac{Redemption\ Valuation\ Price_{(Final)} - Strike\ Price}{Redemption\ Valuation\ Price_{(Initial)}}, Floor_1\right), Cap\right]\right\};$$

or

(ii) if the Redemption Valuation Price$_{(\text{Final})}$ is lower than the Strike Price:

$$RCA \times MAX\left\{\mathrm{CR}_2\% + \left[Leverage_2 \times \frac{Redemption\ Valuation\ Price_{(Final)} - Strike\ Price}{Redemption\ Valuation\ Price_{(Initial)}}\right], Floor_2\right\}.$$

RPC Chapter 3: Performance Plus Conditional Downside Redemption Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Performance Plus Conditional Downside Redemption" to be applicable.

The following terms and conditions (the "**Performance Plus Conditional Downside Redemption Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Performance Plus Conditional Downside Redemption" is "Applicable". These Performance Plus Conditional Downside Redemption Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Performance Plus Conditional Downside Redemption Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Performance Plus Conditional Downside Redemption Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Performance Plus Conditional Downside Redemption Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Performance Plus Conditional Downside Redemption Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Performance Plus Conditional Downside Redemption Payout Conditions to a Payout Condition are to a section or clause of these Performance Plus Conditional Downside Redemption Payout Conditions.

3 Performance Plus Conditional Downside Redemption

3.1 Definitions

For the purposes of these Performance Plus Conditional Downside Redemption Payout Conditions, the following terms shall have the following meanings:

"**Basket Averaging Date**" has the meaning given to it in the relevant Asset Conditions.

"**Basket Final Averaging Date**" means the Basket Averaging Date in respect of the Final Averaging Date.

"**Basket Final Valuation Date**" means the Basket Valuation Date in respect of the Final Valuation Date.

"**Basket Valuation Date**" has the meaning given to it in the relevant Asset Conditions.

"**Cap**" means the percentage specified as such in the relevant Issue Terms. If Cap is specified to be not applicable in the relevant Issue Terms, the Cap shall be infinity.

"**CR_1%**" or "**Capital Return Percentage$_1$**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage$_1$ is not specified in the relevant Issue Terms, the Capital Return Percentage$_1$ shall be 100 per cent.

"**CR_2%**" or "**Capital Return Percentage$_2$**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage$_2$ is not specified in the relevant Issue Terms, the Capital Return Percentage$_2$ shall be 100 per cent.

"**CR_3%**" or "**Capital Return Percentage$_3$**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage$_3$ is not specified in the relevant Issue Terms, the Capital Return Percentage$_3$ shall be 100 per cent.

"**Final Averaging Date**" means, subject to the relevant Asset Conditions, each date specified as such (if any) in the relevant Issue Terms. For the avoidance of doubt, each Final Averaging Date is an "Averaging Date" for the purposes of the relevant Asset Conditions.

"**Final Price**" means an amount per Calculation Amount determined in accordance with Redemption Payout Condition 3.2 (*Final Price*) of these Performance Plus Conditional Downside Redemption Payout Conditions.

"**Final Valuation Date**" means, subject to the relevant Asset Conditions, the date specified as such in the relevant Issue Terms. For the avoidance of doubt, the Final Valuation Date is a "Valuation Date" for the purposes of the relevant Asset Conditions.

"**$Floor_1$**" means the percentage (which shall be greater than zero) specified as such in the relevant Issue Terms. If $Floor_1$ is specified to be not applicable in the relevant Issue Terms, $Floor_1$ shall be zero.

"**$Floor_2$**" means the percentage (which shall be greater than zero) specified as such in the relevant Issue Terms. If $Floor_2$ is specified to be not applicable in the relevant Issue Terms, $Floor_2$ shall be zero.

"**$Leverage_1$**" means the value or percentage specified as such in the relevant Issue Terms. If $Leverage_1$ is specified to be not applicable in the relevant Issue Terms, $Leverage_1$ shall be 100 per cent. or 1 (as the context may require).

"**$Leverage_2$**" means the value or percentage specified as such in the relevant Issue Terms. If $Leverage_2$ is specified to be not applicable in the relevant Issue Terms, $Leverage_2$ shall be 100 per cent. or 1 (as the context may require).

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Redemption Barrier Event**" has the meaning given to it in the relevant Asset Conditions.

"**Redemption Calculation Amount**" or "**RCA**" means the amount per Calculation Amount specified as such in the relevant Issue Terms.

For the avoidance of doubt, the relevant Issue Terms may specify RCA as an amount denominated in a currency which is different from the Specified Currency.

If no RCA is specified in the Issue Terms, RCA shall mean an amount equal to the Calculation Amount, as the case may be.

"**Redemption Valuation Price**" means, in respect of any Valuation Date or Basket Valuation Date:

(i) if the Notes are Index Linked Notes, the following (as applicable):

(a) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Index Level at the Valuation Time on such Valuation Date;

(b) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Index Levels at the Valuation Time on each such Averaging Date; or

(c) where the Index Linked Notes relate to a Basket of Indices, the Index Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 1.3 (*Index Basket Level*);

(ii) if the Notes are Currency Linked Notes, the following (as applicable):

(a) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the FX Rate at the Valuation Time on such Valuation Date;

(b) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the FX Rates at the Valuation Time on each such Averaging Date; or

(c) where the Currency Linked Notes relate to a Basket of FX Rates, the FX Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 3.3 (*FX Basket Level*);

(iii) if the Notes are Commodity Linked Notes, the following (as applicable):

(a) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Relevant Commodity Price at the Valuation Time on such Valuation Date;

(b) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Relevant Commodity Prices at the Valuation Time on each such Averaging Date; or

(c) where the Commodity Linked Notes relate to a Basket of Commodities, the Commodity Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 4.3 (*Commodity Basket Level*);

(iv) if the Notes are Rate Linked Notes, the following (as applicable):

(a) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Underlying Rate at the Valuation Time on such Valuation Date;

(b) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Underlying Rates at the Valuation Time on each such Averaging Date; or

(c) where the Rate Linked Notes relate to a Basket of Underlying Rates, the Underlying Rate Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 5.4 (*Underlying Rate Basket Level*); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Multi-Asset Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 6.3 (*Multi-Asset Basket Level*).

"**Redemption Valuation Price$_{(Final)}$**" means the Redemption Valuation Price determined in respect of the Final Valuation Date, Final Averaging Dates, Basket Final Valuation Date or Basket Final Averaging Dates (as applicable).

"**Redemption Valuation Price$_{(Initial)}$**" means the price, rate or level set out as such in the relevant Issue Terms (which may be specified as a percentage of another value) or if no such price, rate or level is so specified:

(i) if the Notes are Index Linked Notes, the Initial Index Level or the Initial Index Basket Level (as applicable);

(ii) if the Notes are Currency Linked Notes, the Initial FX Rate or the Initial FX Basket Level (as applicable);

(iii) if the Notes are Commodity Linked Notes, the Initial Relevant Commodity Price or the Initial Commodity Basket Level (as applicable);

(iv) if the Notes are Rate Linked Notes, the Initial Underlying Rate or the Initial Underlying Rate Basket Level (as applicable); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Initial Multi-Asset Basket Level.

"**Strike Price**" means the price, rate, level, percentage or any other value (including, for the avoidance of doubt, a percentage of the Redemption Valuation Price$_{(\text{Initial})}$) specified as such in the relevant Issue Terms.

3.2 Final Price

The Final Price shall be calculated as follows:

(i) if the Redemption Valuation Price$_{(\text{Final})}$ is higher than or equal to the Strike Price:

$$RCA \times \left\{\mathrm{CR}_1\% + MIN\left[MAX\left(Leverage_1 \times \frac{Redemption\ Valuation\ Price_{(Final)} - Strike\ Price}{Redemption\ Valuation\ Price_{(Initial)}}, Floor_1\right), Cap\right]\right\};$$

or

(ii) if the Redemption Valuation Price$_{(\text{Final})}$ is lower than the Strike Price, and:

(A) a Redemption Barrier Event has not occurred in respect of any Redemption Barrier Observation Date:

$$RCA \times \mathrm{CR}_2\%.$$

(B) a Redemption Barrier Event has occurred in respect of any Redemption Barrier Observation Date:

$$RCA \times MAX\left\{\mathrm{CR}_3\% + \left[Leverage_2 \times \frac{Redemption\ Valuation\ Price_{(Final)} - Strike\ Price}{Redemption\ Valuation\ Price_{(Initial)}}\right], Floor_2\right\}.$$

RPC Chapter 4: Absolute Performance Redemption Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Absolute Performance Redemption" to be applicable.

The following terms and conditions (the "**Absolute Performance Redemption Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Absolute Performance Redemption" is "Applicable". These Absolute Performance Redemption Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Absolute Performance Redemption Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Absolute Performance Redemption Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Absolute Performance Redemption Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Absolute Performance Redemption Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Absolute Performance Redemption Payout Conditions to a Payout Condition are to a section or clause of these Absolute Performance Redemption Payout Conditions.

4 Absolute Performance Redemption

4.1 Definitions

For the purposes of these Absolute Performance Redemption Payout Conditions, the following terms shall have the following meanings:

"**Basket Averaging Date**" has the meaning given to it in the relevant Asset Conditions.

"**Basket Final Averaging Date**" means the Basket Averaging Date in respect of the Final Averaging Date.

"**Basket Final Valuation Date**" means the Basket Valuation Date in respect of the Final Valuation Date.

"**Basket Valuation Date**" has the meaning given to it in the relevant Asset Conditions.

"**Cap**" means the percentage specified as such in the relevant Issue Terms. If Cap is specified to be not applicable in the relevant Issue Terms, the Cap shall be infinity.

"**CR_1%**" or "**Capital Return Percentage$_1$**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage$_1$ is not specified in the relevant Issue Terms, the Capital Return Percentage$_1$ shall be 100 per cent.

"**CR_2%**" or "**Capital Return Percentage$_2$**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage$_2$ is not specified in the relevant Issue Terms, the Capital Return Percentage$_2$ shall be 100 per cent.

"**CR_3%**" or "**Capital Return Percentage$_3$**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage$_3$ is not specified in the relevant Issue Terms, the Capital Return Percentage$_3$ shall be 100 per cent.

"**Final Price**" means an amount per Calculation Amount determined in accordance with Redemption Payout Condition 4.2 (*Final Price*) of these Absolute Performance Redemption Payout Conditions.

"**Final Averaging Date**" means, subject to the relevant Asset Conditions, each date specified as such (if any) in the relevant Issue Terms. For the avoidance of doubt, each Final Averaging Date is an "Averaging Date" for the purposes of the relevant Asset Conditions.

"**Final Valuation Date**" means, subject to the relevant Asset Conditions, the date specified as such in the relevant Issue Terms. For the avoidance of doubt, the Final Valuation Date is a "Valuation Date" for the purposes of the relevant Asset Conditions.

"**Floor**" means the percentage (which shall be greater than zero) specified as such in the relevant Issue Terms. If Floor is specified to be not applicable in the relevant Issue Terms, the Floor shall be zero.

"**Leverage$_1$**" means the value or percentage specified as such in the relevant Issue Terms. If Leverage$_1$ is specified to be not applicable in the relevant Issue Terms, Leverage$_1$ shall be 100 per cent. or 1 (as the context may require).

"**Leverage$_2$**" means the value or percentage specified as such in the relevant Issue Terms. If Leverage$_2$ is specified to be not applicable in the relevant Issue Terms, Leverage$_2$ shall be 100 per cent. or 1 (as the context may require).

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Redemption Barrier Event**" has the meaning given to it in the relevant Asset Conditions.

"**Redemption Calculation Amount**" or "**RCA**" means the amount per Calculation Amount specified as such in the relevant Issue Terms.

For the avoidance of doubt, the relevant Issue Terms may specify RCA as an amount denominated in a currency which is different from the Specified Currency.

If no RCA is specified in the Issue Terms, RCA shall mean an amount equal to the Calculation Amount.

"**Redemption Valuation Price**" means, in respect of any Valuation Date or Basket Valuation Date:

(i) if the Notes are Index Linked Notes, the following (as applicable):

(a) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Index Level at the Valuation Time on such Valuation Date;

(b) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Index Levels at the Valuation Time on each such Averaging Date; or

(c) where the Index Linked Notes relate to a Basket of Indices, the Index Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 1.3 (*Index Basket Level*);

(ii) if the Notes are Currency Linked Notes, the following (as applicable):

(a) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the FX Rate at the Valuation Time on such Valuation Date;

(b) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the FX Rates at the Valuation Time on each such Averaging Date; or

(c) where the Currency Linked Notes relate to a Basket of FX Rates, the FX Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 3.3 (*FX Basket Level*);

(iii) if the Notes are Commodity Linked Notes, the following (as applicable):

(a) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Relevant Commodity Price at the Valuation Time on such Valuation Date;

(b) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Relevant Commodity Prices at the Valuation Time on each such Averaging Date; or

(c) where the Commodity Linked Notes relate to a Basket of Commodities, the Commodity Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 4.3 (*Commodity Basket Level*);

(iv) if the Notes are Rate Linked Notes, the following (as applicable):

(a) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Underlying Rate at the Valuation Time on such Valuation Date;

(b) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Underlying Rates at the Valuation Time on each such Averaging Date; or

(c) where the Rate Linked Notes relate to a Basket of Underlying Rates, the Underlying Rate Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 5.4 (*Underlying Rate Basket Level*); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Multi-Asset Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 6.3 (*Multi-Asset Basket Level*).

"**Redemption Valuation Price$_{(Final)}$**" means the Redemption Valuation Price determined in respect of the Final Valuation Date, Final Averaging Dates, Basket Final Valuation Date or Basket Final Averaging Dates (as applicable).

"**Redemption Valuation Price$_{(Initial)}$**" means the price, rate or level set out as such in the relevant Issue Terms (which may be specified as a percentage of another value) or if no such price, rate or level is so specified:

(i) if the Notes are Index Linked Notes, the Initial Index Level or the Initial Index Basket Level (as applicable);

(ii) if the Notes are Currency Linked Notes, the Initial FX Rate or the Initial FX Basket Level (as applicable);

(iii) if the Notes are Commodity Linked Notes, the Initial Relevant Commodity Price or the Initial Commodity Basket Level (as applicable);

(iv) if the Notes are Rate Linked Notes, the Initial Underlying Rate or the Initial Underlying Rate Basket Level (as applicable); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Initial Multi-Asset Basket Level.

"**Strike Price**" means the price, rate, level, percentage or any other value (including, for the avoidance of doubt, a percentage of the Redemption Valuation Price$_{(initial)}$) specified as such in the relevant Issue Terms.

4.2 Final Price

The Final Price shall be calculated as follows:

(i) if the Redemption Valuation Price$_{(\text{Final})}$ is higher than or equal to the Strike Price:

$$RCA \times MIN\left\{\left[\mathrm{CR}_1\% + Leverage_1 \times \left(\frac{Redemption\ Valuation\ Price_{(Final)} - Strike\ Price}{Redemption\ Valuation\ Price_{(Initial)}}\right)\right], Cap\right\}; \text{ or}$$

(ii) if the Redemption Valuation Price$_{(\text{Final})}$ is lower than the Strike Price and:

(A) a Redemption Barrier Event has not occurred in respect of any Redemption Barrier Observation Date:

$$RCA \times MIN\left\{\left[\mathrm{CR}_2\% + Leverage_1 \times \left(\frac{Strike\ Price - Redemption\ Valuation\ Price_{(Final)}}{Redemption\ Valuation\ Price_{(Initial)}}\right)\right], Cap\right\}; \text{ or}$$

(B) a Redemption Barrier Event has occurred in respect of any Redemption Barrier Observation Date:

$$RCA \times MAX\left\{\left[\mathrm{CR}_3\% + Leverage_2 \times \left(\frac{Redemption\ Valuation\ Price_{(Final)} - Strike\ Price}{Redemption\ Valuation\ Price_{(Initial)}}\right)\right], Floor\right\}.$$

RPC Chapter 5: Reverse Convertible Redemption Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Reverse Convertible Redemption" to be applicable.

The following terms and conditions (the "**Reverse Convertible Redemption Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Reverse Convertible Redemption" is "Applicable". These Reverse Convertible Redemption Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Reverse Convertible Redemption Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Reverse Convertible Redemption Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Reverse Convertible Redemption Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Reverse Convertible Redemption Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Reverse Convertible Redemption Payout Conditions to a Payout Condition are to a section or clause of these Reverse Convertible Redemption Payout Conditions.

5 Reverse Convertible Redemption

5.1 Definitions

For the purposes of these Reverse Convertible Redemption Payout Conditions, the following terms shall have the following meanings:

"**Basket Averaging Date**" has the meaning given to it in the relevant Asset Conditions.

"**Basket Final Averaging Date**" means the Basket Averaging Date in respect of the Final Averaging Date.

"**Basket Final Valuation Date**" means the Basket Valuation Date in respect of the Final Valuation Date.

"**Basket Valuation Date**" has the meaning given to it in the relevant Asset Conditions.

"**CR_1%**" or "**Capital Return Percentage$_1$**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage$_1$ is not specified in the relevant Issue Terms, the Capital Return Percentage$_1$ shall be 100 per cent.

"**CR_2%**" or "**Capital Return Percentage$_2$**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage$_2$ is not specified in the relevant Issue Terms, the Capital Return Percentage$_2$ shall be 100 per cent.

"**Final Averaging Date**" means, subject to the relevant Asset Conditions, each date specified as such (if any) in the relevant Issue Terms. For the avoidance of doubt, each Final Averaging Date is an "Averaging Date" for the purposes of the relevant Asset Conditions.

"**Final Price**" means an amount per Calculation Amount determined in accordance with Redemption Payout Condition 5.2 (*Final Price*) of these Reverse Convertible Redemption Payout Conditions.

"**Final Valuation Date**" means, subject to the relevant Asset Conditions, the date specified as such in the relevant Issue Terms. For the avoidance of doubt, the Final Valuation Date is a "Valuation Date" for the purposes of the relevant Asset Conditions.

"**Floor**" means the percentage (which shall be greater than zero) specified as such in the relevant Issue Terms. If Floor is specified to be not applicable in the relevant Issue Terms, the Floor shall be zero.

"**Leverage**" means the value or percentage specified as such in the relevant Issue Terms. If Leverage is specified to be not applicable in the relevant Issue Terms, the Leverage shall be 100 per cent. or 1 (as the context may require).

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**Redemption Calculation Amount**" or "**RCA**" means the amount per Calculation Amount specified as such in the relevant Issue Terms.

For the avoidance of doubt, the relevant Issue Terms may specify RCA as an amount denominated in a currency which is different from the Specified Currency.

If no RCA is specified in the Issue Terms, RCA shall mean an amount equal to the Calculation Amount.

"**Redemption Valuation Price**" means, in respect of any Valuation Date or Basket Valuation Date:

(i) if the Notes are Index Linked Notes, the following (as applicable):

(a) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Index Level at the Valuation Time on such Valuation Date;

(b) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Index Levels at the Valuation Time on each such Averaging Date; or

(c) where the Index Linked Notes relate to a Basket of Indices, the Index Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 1.3 (*Index Basket Level*);

(ii) if the Notes are Currency Linked Notes, the following (as applicable):

(a) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the FX Rate at the Valuation Time on such Valuation Date;

(b) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the FX Rates at the Valuation Time on each such Averaging Date; or

(c) where the Currency Linked Notes relate to a Basket of FX Rates, the FX Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 3.3 (*FX Basket Level*);

(iii) if the Notes are Commodity Linked Notes, the following (as applicable):

(a) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Relevant Commodity Price at the Valuation Time on such Valuation Date;

(b) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Relevant Commodity Prices at the Valuation Time on each such Averaging Date; or

(c) where the Commodity Linked Notes relate to a Basket of Commodities, the Commodity Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 4.3 (*Commodity Basket Level*);

(iv) if the Notes are Rate Linked Notes, the following (as applicable):

(a) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Underlying Rate at the Valuation Time on such Valuation Date;

(b) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Underlying Rates at the Valuation Time on each such Averaging Date; or

(c) where the Rate Linked Notes relate to a Basket of Underlying Rates, the Underlying Rate Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 5.4 (*Underlying Rate Basket Level*); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Multi-Asset Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 6.3 (*Multi-Asset Basket Level*).

"**Redemption Valuation Price$_{(Final)}$**" means the Redemption Valuation Price determined in respect of the Final Valuation Date, Final Averaging Dates, Basket Final Valuation Date or Basket Final Averaging Dates (as applicable).

"**Redemption Valuation Price$_{(Initial)}$**" means the price, rate or level set out as such in the relevant Issue Terms (which may be specified as a percentage of another value) or if no such price, rate or level is so specified:

(i) if the Notes are Index Linked Notes, the Initial Index Level or the Initial Index Basket Level (as applicable);

(ii) if the Notes are Currency Linked Notes, the Initial FX Rate or the Initial FX Basket Level (as applicable);

(iii) if the Notes are Commodity Linked Notes, the Initial Relevant Commodity Price or the Initial Commodity Basket Level (as applicable);

(iv) if the Notes are Rate Linked Notes, the Initial Underlying Rate or the Initial Underlying Rate Basket Level (as applicable); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Initial Multi-Asset Basket Level.

"**Strike Price**" means the price, rate, level, percentage or any other value (including, for the avoidance of doubt, a percentage of the Redemption Valuation Price$_{(Initial)}$) specified as such in the relevant Issue Terms.

5.2 Final Price

The Final Price shall be calculated as follows:

(i) if the Redemption Valuation Price$_{(Final)}$ is higher than or equal to the Strike Price:

$RCA\ x\ \mathrm{CR}_1\%$; or

(ii) if the Redemption Valuation Price$_{(Final)}$ is lower than the Strike Price:

$$RCA \times MAX\left\{\mathrm{CR}_2\% + \left[Leverage \times \left(\frac{Redemption\ Valuation\ Price_{(Final)} - Strike\ Price}{Redemption\ Valuation\ Price_{(Initial)}}\right)\right], Floor\right\}.$$

RPC Chapter 6: Reverse Convertible Plus Conditional Downside Redemption Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Reverse Convertible Plus Conditional Downside Redemption" to be applicable.

The following terms and conditions (the "**Reverse Convertible Plus Conditional Downside Redemption Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Reverse Convertible Plus Conditional Downside Redemption" is "Applicable". These Reverse Convertible Plus Conditional Downside Redemption Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Reverse Convertible Plus Conditional Downside Redemption Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Reverse Convertible Plus Conditional Downside Redemption Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Reverse Convertible Plus Conditional Downside Redemption Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Reverse Convertible Plus Conditional Downside Redemption Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Reverse Convertible Plus Conditional Downside Redemption Payout Conditions to a Payout Condition are to a section or clause of these Reverse Convertible Plus Conditional Downside Redemption Payout Conditions.

6 Reverse Convertible Plus Conditional Downside Redemption

6.1 Definitions

For the purposes of these Reverse Convertible Plus Conditional Downside Redemption Payout Conditions, the following terms shall have the following meanings:

"**Basket Averaging Date**" has the meaning given to it in the relevant Asset Conditions.

"**Basket Final Averaging Date**" means the Basket Averaging Date in respect of the Final Averaging Date.

"**Basket Final Valuation Date**" means the Basket Valuation Date in respect of the Final Valuation Date.

"**Basket Valuation Date**" has the meaning given to it in the relevant Asset Conditions.

"**CR_1%**" or "**Capital Return Percentage$_1$**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage$_1$ is not specified in the relevant Issue Terms, the Capital Return Percentage$_1$ shall be 100 per cent.

"**CR_2%**" or "**Capital Return Percentage$_2$**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage$_2$ is not specified in the relevant Issue Terms, the Capital Return Percentage$_2$ shall be 100 per cent.

"**CR_3%**" or "**Capital Return Percentage$_3$**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage$_3$ is not specified in the relevant Issue Terms, the Capital Return Percentage$_3$ shall be 100 per cent. **"Final Averaging Date**" means, subject to the relevant Asset Conditions, each date specified as such (if any) in the relevant Issue Terms. For the avoidance of doubt, each Final Averaging Date is an "Averaging Date" for the purposes of the relevant Asset Conditions.

"**Final Price**" means an amount per Calculation Amount determined in accordance with Redemption Payout Condition 6.2 (*Final Price*) of these Reverse Convertible Plus Conditional Downside Redemption Payout Conditions.

"**Final Valuation Date**" means, subject to the relevant Asset Conditions, the date specified as such in the relevant Issue Terms. For the avoidance of doubt, the Final Valuation Date is a "Valuation Date" for the purposes of the relevant Asset Conditions.

"**Floor**" means the percentage (which shall be greater than zero) specified as such in the relevant Issue Terms. If Floor is specified to be not applicable in the relevant Issue Terms, the Floor shall be zero.

"**Leverage**" means the value or percentage specified as such in the relevant Issue Terms. If Leverage is specified to be not applicable in the relevant Issue Terms, the Leverage shall be 100 per cent. or 1 (as the context may require).

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**Redemption Barrier Event**" has the meaning given to it in the relevant Asset Conditions.

"**Redemption Calculation Amount**" or "**RCA**" means the amount per Calculation Amount specified as such in the relevant Issue Terms.

For the avoidance of doubt, the relevant Issue Terms may specify RCA as an amount denominated in a currency which is different from the Specified Currency.

If no RCA is specified in the Issue Terms, RCA shall mean an amount equal to the Calculation Amount.

"**Redemption Valuation Price**" means, in respect of any Valuation Date or Basket Valuation Date:

(i) if the Notes are Index Linked Notes, the following (as applicable):

(a) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Index Level at the Valuation Time on such Valuation Date;

(b) where the Index Linked Notes relate to a single Index and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Index Levels at the Valuation Time on each such Averaging Date; or

(c) where the Index Linked Notes relate to a Basket of Indices, the Index Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 1.3 (*Index Basket Level*);

(ii) if the Notes are Currency Linked Notes, the following (as applicable):

(a) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the FX Rate at the Valuation Time on such Valuation Date;

(b) where the Currency Linked Notes relate to a single FX Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the FX Rates at the Valuation Time on each such Averaging Date; or

(c) where the Currency Linked Notes relate to a Basket of FX Rates, the FX Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 3.3 (*FX Basket Level*);

(iii) if the Notes are Commodity Linked Notes, the following (as applicable):

(a) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Relevant Commodity Price at the Valuation Time on such Valuation Date;

(b) where the Commodity Linked Notes relate to a single Commodity and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Relevant Commodity Prices at the Valuation Time on each such Averaging Date; or

(c) where the Commodity Linked Notes relate to a Basket of Commodities, the Commodity Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 4.3 (*Commodity Basket Level*);

(iv) if the Notes are Rate Linked Notes, the following (as applicable):

(a) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are no Averaging Dates in respect of such Valuation Date, the Underlying Rate at the Valuation Time on such Valuation Date;

(b) where the Rate Linked Notes relate to a single Underlying Rate and the relevant Issue Terms specify that there are Averaging Dates in respect of such Valuation Date, the arithmetic mean of the Underlying Rates at the Valuation Time on each such Averaging Date; or

(c) where the Rate Linked Notes relate to a Basket of Underlying Rates, the Underlying Rate Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 5.4 (*Underlying Rate Basket Level*); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Multi-Asset Basket Level in respect of such Basket Valuation Date determined in accordance with Asset Condition 6.3 (*Multi-Asset Basket Level*).

"**Redemption Valuation Price$_{(Final)}$**" means the Redemption Valuation Price determined in respect of the Final Valuation Date, Final Averaging Dates, Basket Final Valuation Date or Basket Final Averaging Dates (as applicable).

"**Redemption Valuation Price$_{(Initial)}$**" means the price, rate or level set out as such in the relevant Issue Terms (which may be specified as a percentage of another value) or if no such price, rate or level is so specified:

(i) if the Notes are Index Linked Notes, the Initial Index Level or the Initial Index Basket Level (as applicable);

(ii) if the Notes are Currency Linked Notes, the Initial FX Rate or the Initial FX Basket Level (as applicable);

(iii) if the Notes are Commodity Linked Notes, the Initial Relevant Commodity Price or the Initial Commodity Basket Level (as applicable);

(iv) if the Notes are Rate Linked Notes, the Initial Underlying Rate or the Initial Underlying Rate Basket Level (as applicable); or

(v) if the Notes are Multi-Asset Basket Linked Notes, the Initial Multi-Asset Basket Level.

"**Strike Price**" means the price, rate, level, percentage or any other value (including, for the avoidance of doubt, a percentage of the Redemption Valuation Price$_{(Initial)}$) specified as such in the relevant Issue Terms.

6.2 Final Price

The Final Price shall be calculated as follows:

(i) if the Redemption Valuation Price$_{(Final)}$ is higher than or equal to the Strike Price:

$RCA \times \mathrm{CR}_1\%$; or

(ii) if the Redemption Valuation Price$_{(\text{Final})}$ is lower than the Strike Price, and:

(A) a Redemption Barrier Event has not occurred in respect of any Redemption Barrier Observation Date:

$RCA \times \mathrm{CR}_2\%$; or

(B) a Redemption Barrier Event has occurred in respect of any Redemption Barrier Observation Date:

$$RCA \times MAX\left\{\mathrm{CR}_3\% + \left[Leverage \times \left(\frac{Redemption\ Valuation\ Price_{(Final)} - Strike\ Price}{Redemption\ Valuation\ Price_{(Initial)}}\right)\right], Floor\right\}.$$

RPC Chapter 7: Inflation Protected Redemption Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Inflation Protected Redemption" to be applicable.

The following terms and conditions (the "**Inflation Protected Redemption Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Inflation Protected Redemption" is "Applicable". These Inflation Protected Redemption Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Inflation Protected Redemption Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Inflation Protected Redemption Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Inflation Protected Redemption Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Inflation Protected Redemption Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Inflation Protected Redemption Payout Conditions to a Payout Condition are to a section or clause of these Inflation Protected Redemption Payout Conditions.

7 Inflation Protected Redemption

7.1 Definitions

For the purposes of these Inflation Protected Redemption Payout Conditions, the following terms shall have the following meanings:

"**Cap**" means the percentage specified as such in the relevant Issue Terms. If Cap is specified to be not applicable in the relevant Issue Terms, the Cap shall be infinity.

"**CR%**" or "**Capital Return Percentage**" means the percentage specified as such in the relevant Issue Terms. If a Capital Return Percentage is not specified in the relevant Issue Terms, the Capital Return Percentage shall be 100 per cent.

"**Final Price**" means an amount per Calculation Amount determined in accordance with Redemption Payout Condition 7.2 (*Final Price*) of these Inflation Protected Redemption Payout Conditions.

"**Floor**" means the percentage (which shall be greater than zero) specified as such in the relevant Issue Terms. If Floor is specified to be not applicable in the relevant Issue Terms, the Floor shall be zero.

"**Inflation Performance**" means the percentage calculated as follows:

$$\frac{Relevant\ Level_{(Final)} - Strike\ Price}{Relevant\ Level_{(Initial)}}.$$

"**Leverage**" means the value or percentage specified as such in the relevant Issue Terms. If Leverage is specified to be not applicable in the relevant Issue Terms, the Leverage shall be 100 per cent. or 1 (as the context may require).

"**MAX**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"**MIN**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"**Redemption Calculation Amount**" or "**RCA**" means the amount per Calculation Amount specified as such in the relevant Issue Terms.

For the avoidance of doubt, the relevant Issue Terms may specify RCA as an amount denominated in a currency which is different from the Specified Currency.

If no RCA is specified in the Issue Terms, RCA shall mean an amount equal to the Calculation Amount.

"**Reference Month**" has the meaning given to it in the Inflation Linked Asset Conditions.

"**Reference Month$_{(Final)}$**" means the Reference Month specified as such in the relevant Issue Terms.

"**Reference Month$_{(Initial)}$**" means the Reference Month specified as such in the relevant Issue Terms.

"**Relevant Level**" has the meaning given to it in the Inflation Linked Notes Asset Conditions.

"**Relevant Level$_{(Final)}$**" means, subject to the Inflation Linked Asset Conditions, the Relevant Level in respect of Reference Month$_{(Final)}$.

"**Relevant Level$_{(Initial)}$**" means the level set out as such in the relevant Issue Terms (which may be specified as a percentage of another value) or if no such level is so specified, subject to the Inflation Linked Asset Conditions, the Relevant Level in respect of Reference Month$_{(Initial)}$.

"**Strike Price**" means the price, rate, level, percentage or any other value (including, for the avoidance of doubt, a percentage of the Relevant Level$_{(Initial)}$) specified as such in the relevant Issue Terms.

7.2 Final Price

The Final Price shall be calculated as follows:

$$RCA\ x\ \{\mathrm{CR\%} + MIN[[MAX(Leverage\ x\ Inflation\ Performance), Floor], Cap]\}.$$

RPC Chapter 8: Dual Currency Redemption Payout Conditions

This chapter sets out additional terms and conditions which are only applicable to Notes for which the relevant Final Terms specify "Dual Currency Redemption" to be applicable.

The following terms and conditions (the "**Dual Currency Redemption Payout Conditions**") shall apply to the Notes if the relevant Issue Terms indicate that "Dual Currency Redemption" is "Applicable". These Dual Currency Redemption Payout Conditions are subject to supplement or completion in accordance with the relevant Issue Terms. In the case of any inconsistency between these Dual Currency Redemption Payout Conditions, the relevant Asset Conditions and/or the Base General Conditions, these Dual Currency Redemption Payout Conditions will prevail.

Words and expressions defined or used in the relevant Issue Terms shall have the same meanings where used in these Dual Currency Redemption Payout Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Dual Currency Redemption Payout Conditions or elsewhere in the Base Conditions will have the meanings given to them in the relevant Issue Terms.

Unless otherwise specified, references in these Dual Currency Redemption Payout Conditions to a Payout Condition are to a section or clause of these Dual Currency Redemption Payout Conditions.

8 Dual Currency Redemption

8.1 Definitions

For the purposes of these Dual Currency Redemption Payout Conditions, the following terms shall have the following meanings:

"**1998 ISDA FX Definitions**" means the 1998 ISDA FX and Currency Option Definitions, as published by the International Swaps and Derivatives Association, Inc., and in respect of the Notes, as amended and supplemented up to and including the Issue Date of the first Tranche of the Notes.

"**Crossing Currency**" means the currency specified as such in the relevant Issue Terms or, if no currency is specified, U.S. Dollars.

"**Crossing-Secondary Currency FX Price Source**" means, in respect of the Crossing-Secondary Currency FX Rate, the price source(s) (if any) specified as such in the relevant Issue Terms for the Crossing-Secondary Currency FX Rate or, if the relevant rate is not published or announced by such Crossing-Secondary Currency FX Price Source at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

"**Crossing-Secondary Currency FX Rate**" means, subject to Redemption Payout Condition 8.3 (*Secondary Currency FX Disruption Provisions*), either:

(i) if "ISDA Determination" is specified to be applicable in the relevant Issue Terms in respect of the Crossing-Secondary Currency FX Rate, the Spot Rate or Settlement Rate (as applicable) that would be determined by the Calculation Agent under an FX Transaction governed by an ISDA Master Agreement which incorporates the 1998 ISDA FX Definitions and under which:

(a) the Settlement Rate Option is as specified in the relevant Issue Terms; and

(b) the Rate Calculation Date is the Secondary Currency Conversion Date; or

(ii) if "FX Price Source Determination" is specified to be applicable in the relevant Issue Terms in respect of the Crossing-Secondary Currency FX Rate, the exchange rate of the Crossing Currency into the Secondary Currency (and, if the relevant Issue Terms specify a Number of FX Settlement Days, for settlement in a number of FX Settlement Days equal to the Number of FX

Settlement Days), which appears on the Crossing-Secondary Currency FX Price Source at approximately the Secondary Currency Conversion Time on the Secondary Currency Conversion Date, provided that if the exchange rate which appears on the Crossing-Secondary Currency FX Price Source is the exchange rate for the conversion of the Secondary Currency into the Crossing Currency, the Crossing-Secondary Currency FX Rate shall be the reciprocal number (rounded, if "Reciprocal Rounding" is specified in the relevant Issue Terms to be applicable in respect of the Crossing-Secondary Currency FX Rate, to the Number of Reciprocal Rounding Places, with half of the relevant unit being rounded upwards) of such exchange rate.

For the purposes of sub-paragraph (i), "**FX Transaction**", "**Settlement Rate**", "**Settlement Rate Option**" and "**Spot Rate**" have the meanings given to them in the 1998 ISDA FX Definitions.

"**Currency**" has the meaning given to it in the 1998 ISDA FX Definitions.

"**Fallback Crossing Currency**" means the currency specified as such in the relevant Issue Terms or, if no currency is so specified, U.S. Dollars.

"**Final Price**" means an amount per Calculation Amount determined in accordance with Redemption Payout Condition 8.2 (*Final Price*) of these Dual Currency Redemption Payout Conditions.

"**Number of Secondary Currency FX Business Days**" means the number of Secondary Currency FX Business Days specified as such in the relevant Issue Terms.

"**Number of Reciprocal Rounding Places**" means the number specified as such in the relevant Issue Terms.

"**Number of Cross Rate Rounding Places**" means the number specified as such in the relevant Issue Terms.

"**Principal Financial Centre**" has the meaning given to it in Redemption Payout Condition 8.6 (*Principal Financial Centres*).

"**Redemption Barrier Event**" has the meaning given to it in the relevant Asset Conditions.

"**Redemption Calculation Amount**" or "**RCA**" means the amount per Calculation Amount specified as such in the relevant Issue Terms.

For the avoidance of doubt, the relevant Issue Terms may specify RCA as an amount denominated in a currency which is different from the Specified Currency.

If no RCA is specified in the Issue Terms, RCA shall mean an amount equal to the Calculation Amount.

"**Secondary Currency**" means the Currency specified as such in the relevant Issue Terms.

"**Secondary Currency Conversion Date**" means the day falling the Number of Secondary Currency FX Business Days prior to the Maturity Date, provided that, if such day is a Disrupted Day, the Secondary Currency Conversion Date shall be determined in accordance with the provisions of Redemption Payout Condition 8.3 (*Secondary Currency FX Disruption Provisions*) and Redemption Payout Condition 8.4 (*EM Currency Provisions*).

If the Secondary Currency Conversion Date is postponed pursuant to the above, the relevant payment shall not be due until the date falling the Number of Secondary Currency FX Business Days after such postponed Secondary Currency Conversion Date. No additional interest or other sum is payable in respect of any postponement pursuant to this paragraph.

"**Secondary Currency Conversion Rate**" means:

(i) if "Forward Rate" is specified to apply in the relevant Issue Terms, the conversion rate specified as such in the relevant Issue Terms; or

(ii) if "Spot Rate" is specified to apply in the relevant Issue Terms, the Secondary Currency Spot Conversion Rate.

"**Secondary Currency Conversion Time**" means the time (if any) specified as such in the relevant Issue Terms or, if no time is specified as such, the time selected by the Calculation Agent.

"**Secondary Currency Final Price**" means an amount (if any) in the Secondary Currency specified as such in the relevant Issue Terms.

"**Secondary Currency FX Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits in accordance with the market practice of the foreign exchange market), or but for the occurrence of an FX Disruption Event would have settled payments and been open for general business, in each of the Principal Financial Centres in respect of the Secondary Currency Spot Conversion Rate.

"**Secondary Currency FX Price Source**" means, in respect of the Secondary Currency Spot Conversion Rate, the price source(s) (if any) specified as such in the relevant Issue Terms for the Secondary Currency Spot Conversion Rate or, if no Secondary Currency FX Administrator/Benchmark Event Date has occurred and the relevant rate is not published or announced by such Secondary Currency FX Price Source at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

"**Secondary Currency Redemption Percentage**" means the percentage specified as such in the relevant Issue Terms. If the Secondary Currency Redemption Percentage is specified to be not applicable in the relevant Issue Terms, the Secondary Currency Redemption Percentage shall be 100 per cent.

"**Secondary Currency Spot Conversion Rate**" means, subject to Redemption Payout Condition 8.3 (*Secondary Currency FX Disruption Provisions*), either:

(i) if "Cross Rate" is not specified in the relevant Issue Terms to be applicable to such Secondary Currency Spot Conversion Rate:

(a) if "ISDA Determination" is specified to be applicable in the relevant Issue Terms in respect of the Secondary Currency Spot Conversion Rate, the Spot Rate or Settlement Rate (as applicable) that would be determined by the Calculation Agent under an FX Transaction governed by an ISDA Master Agreement which incorporates the 1998 ISDA FX Definitions and under which:

(I) the Settlement Rate Option is as specified in the relevant Issue Terms; and

(II) the Rate Calculation Date is the Secondary Currency Conversion Date; or

(b) if "FX Price Source Determination" is specified to be applicable in the relevant Issue Terms in respect of the Secondary Currency Spot Conversion Rate, the exchange rate of the Specified Currency into the Secondary Currency (and, if the relevant Issue Terms specify a Number of FX Settlement Days, for settlement in a number of FX Settlement Days equal to the Number of FX Settlement Days), which appears on the Secondary Currency FX Price Source at approximately the Secondary Currency Conversion Time on the relevant Secondary Currency Conversion Date, provided that if the exchange rate which appears on the FX Price Source is the exchange rate for the conversion of the Secondary Currency into the Specified Currency, the Secondary Currency Spot Conversion Rate shall be the reciprocal number (rounded, if "Reciprocal Rounding" is specified in the relevant Issue Terms to be applicable in respect of the Secondary

Currency Spot Conversion Rate, to the Number of Reciprocal Rounding Places, with half of the relevant unit being rounded upwards) of such exchange rate; or

(ii) if "Cross Rate" is specified in the relevant Issue Terms to be applicable to such Secondary Currency Spot Conversion Rate, the rate (rounded, if "Cross Rate Rounding" is specified in the relevant Issue Terms to be applicable in respect of the Secondary Currency Spot Conversion Rate, to the Number of Cross Rate Rounding Places, with half of the relevant unit being rounded upwards) that would be achieved by converting an amount in the Specified Currency into the Crossing Currency using the Specified-Crossing Currency FX Rate and then converting the resultant amount from the Crossing Currency into the Secondary Currency at the Crossing-Secondary Currency FX Rate.

For the purposes of sub-paragraph (i)(a), "**FX Transaction**", "**Settlement Rate**", "**Settlement Rate Option**" and "**Spot Rate**" have the meanings given to them in the 1998 ISDA FX Definitions.

"**Specified Currency Redemption Percentage**" means the percentage specified as such in the relevant Issue Terms. If the Specified Currency Redemption Percentage is specified to be not applicable in the relevant Issue Terms, the Specified Currency Redemption Percentage shall be 100 per cent.

"**Specified-Crossing Currency FX Price Source**" means, in respect of the Specified-Crossing Currency FX Rate, the price source(s) (if any) specified as such in the relevant Issue Terms for the Specified Currency Spot Conversion Rate or, if the relevant rate is not published or announced by such Specified-Crossing Currency FX Price Source at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

"**Specified-Crossing Currency FX Rate**" means either:

(i) if "ISDA Determination" is specified to be applicable in the relevant Issue Terms in respect of the Specified-Crossing Currency FX Rate, the Spot Rate or Settlement Rate (as applicable) that would be determined by the Calculation Agent under an FX Transaction governed by an ISDA Master Agreement which incorporates the 1998 ISDA FX Definitions and under which:

(a) the Settlement Rate Option is as specified in the relevant Issue Terms; and

(b) the Rate Calculation Date is the Secondary Currency Conversion Date; or

(ii) if "FX Price Source Determination" is specified to be applicable in the relevant Issue Terms in respect of the Specified-Crossing Currency FX Rate, the exchange rate of the Specified Currency into the Crossing Currency (and, if the relevant Issue Terms specify a Number of FX Settlement Days, for settlement in a number of FX Settlement Days equal to the Number of FX Settlement Days), which appears on the Specified-Crossing Currency FX Price Source at approximately the Secondary Currency Conversion Time on the Secondary Currency Conversion Date, provided that if the exchange rate which appears on the Specified-Crossing Currency FX Price Source is the exchange rate for the conversion of the Crossing Currency into the Specified Currency, the Specified-Crossing Currency FX Rate shall be the reciprocal number (rounded, if "Reciprocal Rounding" is specified in the relevant Issue Terms to be applicable in respect of the Specified-Crossing Currency FX Rate, to the Number of Reciprocal Rounding Places, with half of the relevant unit being rounded upwards) of such exchange rate.

For the purposes of sub-paragraph (i), "**FX Transaction**", "**Settlement Rate**", "**Settlement Rate Option**" and "**Spot Rate**" have the meanings given to them in the 1998 ISDA FX Definitions.

8.2 Final Price

(i) If a Redemption Barrier Event has not occurred in respect of any Redemption Barrier Observation Date, the Final Price shall be an amount in the Specified Currency calculated as follows:

$RCA\ x\ Specified\ Currency\ Redemption\ Percentage$; or

(ii) If a Redemption Barrier Event has occurred in respect of any Redemption Barrier Observation Date, the Final Price shall be an amount in the Secondary Currency calculated as follows:

(a) if an amount is specified as the Secondary Currency Final Price in the relevant Issue Terms, the Secondary Currency Final Price; or

(b) if no amount is specified as the Secondary Currency Final Price in the relevant Issue Terms:

$RCA\ x\ Secondary\ Currency\ Redemption\ Percentage\ x\ Secondary\ Currency\ Conversion\ Rate.$

8.3 Secondary Currency FX Disruption Provisions

(a) Consequences of Disrupted Days

Subject to Redemption Payout Condition 8.3(c) (*Secondary Currency Conversion Rate Administrator/Benchmark Event Date*), if the Calculation Agent determines that the Secondary Currency Conversion Date is a Disrupted Day (the "**Disrupted Secondary Currency Conversion Date**"), the Calculation Agent shall determine the Secondary Currency Spot Conversion Rate in respect of the Disrupted Secondary Currency Conversion Date in accordance with the first applicable Disruption Fallback (applied in accordance with its terms). If "Unscheduled Holiday" is specified in the relevant Issue Terms to be applicable, the references to "Secondary Currency Conversion Date" in the foregoing sentence shall be deemed to mean the Secondary Currency Conversion Date as postponed in accordance with Redemption Payout Condition 8.4(a) (*Unscheduled Holiday*) below.

(b) Disruption Fallbacks

(i) Calculation Agent Determination

"**Calculation Agent Determination**" means that the Calculation Agent will determine the Secondary Currency Spot Conversion Rate (or a method for determining the Secondary Currency Spot Conversion Rate) in respect of the Disrupted Secondary Currency Conversion Date, taking into consideration all available information that in good faith it deems relevant.

(ii) Fallback Reference Price

"**Fallback Reference Price**" means that the Calculation Agent will determine the Secondary Currency Spot Conversion Rate in respect of the Disrupted Secondary Currency Conversion Date pursuant to the first of the alternate Settlement Rate Options or FX Price Sources, if any, specified as a Fallback Reference Price in the relevant Issue Terms.

(iii) Currency-Reference Dealers

"**Currency-Reference Dealers**" means that the Calculation Agent will request each of at least four leading dealers, banks or banking corporations which deal in the relevant exchange market (as selected by the Calculation Agent) to provide a quotation of its rate at which it will buy one unit of the Specified Currency in units of the Secondary Currency at the Secondary Currency Conversion Time on the Disrupted Secondary Currency

Conversion Date. If, for any such rate, at least two quotations are provided, the relevant rate will be the arithmetic mean of the quotations. If fewer than two quotations are provided for any such rate, the relevant rate will be the arithmetic mean of the relevant rates quoted by major banks in the relevant market, selected by the Calculation Agent at or around the Secondary Currency Conversion Time on the Disrupted Secondary Currency Conversion Date.

(iv) Other Published Sources

"**Other Published Sources**" means that the Calculation Agent will determine the Secondary Currency Spot Conversion Rate in respect of the Disrupted Secondary Currency Conversion Date on the basis of the exchange rate for one unit of the Specified Currency in terms of the Secondary Currency published by available recognised financial information vendors (as selected by the Calculation Agent) other than the applicable Secondary Currency FX Price Source, at or around the Secondary Currency Conversion Time on the Disrupted Secondary Currency Conversion Date.

(v) Postponement

"**Postponement**" means that if the Calculation Agent determines that the Secondary Currency Conversion Date is a Disrupted Day for the Secondary Currency Spot Conversion Rate, then the Secondary Currency Conversion Date shall be the first succeeding Secondary Currency FX Business Day that is not a Disrupted Day, unless the Calculation Agent determines that each of the consecutive Secondary Currency FX Business Days equal in number to the Maximum Days of Postponement immediately following the Secondary Currency Conversion Date is a Disrupted Day. In that case:

(a) that last consecutive Secondary Currency FX Business Day shall be deemed to be the Secondary Currency Conversion Date (notwithstanding the fact that such day may be a Disrupted Day); and

(b) the next Disruption Fallback specified in the relevant Issue Terms shall apply.

(vi) Yen Calculation Agent Determination

"**Yen Calculation Agent Determination**" means, where the Secondary Currency is Yen, the Calculation Agent shall determine the Secondary Currency Spot Conversion Rate by requesting each of the FX Reference Banks to provide a quotation for the Secondary Currency Spot Conversion Rate. If five or four such quotations are provided as requested, after disregarding the highest of such quotations and the lowest of such quotations (provided that, if two or more such quotations are the highest such quotations, then only one of such quotations shall be disregarded, and if two or more such quotations are the lowest quotations then only one of such lowest quotations shall be disregarded), the applicable rate shall be determined by the Calculation Agent as the arithmetic mean (rounded to the nearest five decimal places, with 0.000005 being rounded upwards) of the remaining such quotations for such rate. If only three or two quotations are so provided, then the Secondary Currency Spot Conversion Rate shall be the arithmetic mean (rounded to the nearest five decimal places, with 0.000005 being rounded upwards) of such quotations. If only one quotation is available, in that event, the Calculation Agent may determine that such quotation shall be the Secondary Currency Spot Conversion Rate, alternatively, the Calculation Agent can determine that the single quotation is not suitable. If the single quotation is not suitable or no such quotation is available or if the Calculation Agent determines in its sole discretion that no suitable FX Reference Bank which is prepared to quote is available, the Calculation Agent will determine the

Secondary Currency Spot Conversion Rate in its sole discretion, acting in good faith and in a commercially reasonable manner.

(vii) Cross Rate Fallback

"**Cross Rate Fallback**" means, in respect of a Secondary Currency Spot Conversion Rate in respect of which FX Price Source Determination is specified to be applicable but Cross Rate is not specified to be applicable, that the Calculation Agent will determine such Secondary Currency Spot Conversion Rate as if Cross Rate had been specified to be applicable and the Crossing Currency were the Fallback Crossing Currency.

(c) Secondary Currency FX Administrator/Benchmark Event Date

If a Secondary Currency FX Administrator/Benchmark Event Date occurs in respect of a Crossing-Secondary Currency FX Rate, Specified-Crossing Currency FX Rate or a Secondary Currency Spot Conversion Rate:

(1) the Disruption Fallbacks specified in the relevant Issue Terms with respect to Secondary Currency FX Administrator/Benchmark Event will apply, or if none are specified, the "Disruption Fallbacks in respect of a Secondary Currency FX Rate" specified in the relevant Issue Terms shall be deemed to apply in accordance with Redemption Payout Condition 8.3(a) (*Consequences of Disrupted Days*) and the definition of Disruption Fallback, provided that if the Secondary Currency FX Benchmark is not the Secondary Currency FX Rate then:

(i) references to the "Secondary Currency Spot Conversion Rate" in the applicable Disruption Fallbacks and related definitions and provisions of these Redemption Payout Conditions shall be deemed to be references to the "Secondary Currency FX Benchmark";

(ii) references to "alternate Settlement Rate Options" or "FX Price Sources" shall be deemed to be references to the "Alternative Secondary Currency FX Benchmark"; and

(iii) references to "Disrupted Day" shall be deemed to be references to "Secondary Currency FX Administrator/Benchmark Event Date".

(2) if it (i) is or would be unlawful at any time under any applicable law or regulation or (ii) would contravene any applicable licensing requirements, for the Bank or the Calculation Agent to perform the actions prescribed in Redemption Payout Condition 8.3(a) (*Consequences of Disrupted Days*) and an applicable Disruption Fallback (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time), the next applicable Disruption Fallback will apply; and

(3) if the Benchmark Rate Determination Agent determines that the last applicable Disruption Fallback does not or would not provide a Secondary Currency FX Benchmark (including due to the applicability of paragraph (2) above in relation to the last applicable Disruption Fallback), then the Bank shall give notice to Noteholders as soon as practicable in accordance with Base General Condition 16 (*Notices*) and the Bank shall redeem all, but not some only, of the Notes on the date specified in such notice at the Early Redemption Amount (as described in Base General Condition 7(b) (*Early Redemption*)).

(4) If, in respect of a Series, there is more than one Secondary Currency FX Benchmark, then the foregoing provisions of this Redemption Payout Condition 8.3(c) shall apply separately to each such Secondary Currency FX Benchmark.

(5) The Benchmark Rate Determination Agent shall not have any duty to monitor, enquire or satisfy itself as to whether any Secondary Currency FX Administrator/Benchmark Event has occurred. If the Noteholders provide the Benchmark Rate Determination Agent with details of the circumstances which could constitute a Secondary Currency FX Administrator/Benchmark Event, the Benchmark Rate Determination Agent will consider such notice, but will not be obliged to determine that a Secondary Currency FX Administrator/Benchmark Event has occurred solely as a result of receipt of such notice.

(d) Change to a Secondary Currency FX Benchmark

If the definition, methodology or formula for a Secondary Currency FX Benchmark, or other means of calculating the Secondary Currency FX Benchmark, is changed or modified (irrespective of the materiality of any such change or changes), then, unless otherwise specified in the relevant Issue Terms, references to that Secondary Currency FX Benchmark shall be to the Secondary Currency FX Benchmark as changed and modified and Noteholders or Couponholders will not be entitled to any form of compensation as a result of such change or modification.

8.4 EM Currency Provisions

(a) Unscheduled Holiday

If "Unscheduled Holiday" is specified to be applicable in the relevant Issue Terms, if the Calculation Agent determines that the Secondary Currency Conversion Date is an Unscheduled Holiday in respect of the Secondary Currency Spot Conversion Rate, the Secondary Currency Conversion Date shall be the first succeeding Secondary Currency FX Business Day which is not an Unscheduled Holiday, unless the Calculation Agent determines that such first Secondary Currency FX Business Day has not occurred on or before the date falling the Maximum Days of Unscheduled Holiday Postponement immediately following the Secondary Currency Conversion Date. In that case, the next day after that period that would be a Secondary Currency FX Business Day but for an Unscheduled Holiday shall be deemed to be the Secondary Currency Conversion Date (such day, the "**Adjusted Secondary Currency Conversion Date**").

(b) Additional Disruption Fallbacks

In addition to the Disruption Fallbacks set out in Redemption Payout Condition 8.3(b) (*Disruption Fallbacks*) above, the relevant Issue Terms may also specify any of the following additional Disruption Fallbacks to apply:

(i) EM Valuation Postponement

"**EM Valuation Postponement**" means that if the Calculation Agent determines that the Secondary Currency Conversion Date is a Disrupted Day, then the Secondary Currency Conversion Date shall be the first succeeding Secondary Currency FX Business Day which is not a Disrupted Day, unless the Calculation Agent determines that no such Secondary Currency FX Business Day has occurred on or before the Maximum Days of EM Valuation Postponement immediately following the Secondary Currency Spot Conversion Rate. In that case:

(a) the next Secondary Currency FX Business Day after the EM Valuation Longstop Date shall be deemed to be the Secondary Currency Conversion Date (notwithstanding the fact that such day may be a Disrupted Day); and

(b) the next Disruption Fallback specified in the relevant Issue Terms shall apply.

(ii) EM Valuation Fallback Postponement

"**EM Valuation Fallback Postponement**" means that if the Calculation Agent determines that the Secondary Currency Spot Conversion Rate (as determined by reference to the applicable Fallback Reference Price) is not available (a) on the first Secondary Currency FX Business Day following the end of the Maximum Days of EM Valuation Postponement (where a Secondary Currency FX Disruption Event has occurred or exists in respect of the Secondary Currency Spot Conversion Rate throughout the Maximum Days of EM Valuation Postponement) or (b) on the Adjusted Secondary Currency Conversion Date, then the Secondary Currency Conversion Date shall be the first succeeding Secondary Currency FX Business Day which is not a Disrupted Day, unless the Calculation Agent determines that no such Secondary Currency FX Business Day has occurred on or before the Maximum Days of EM Valuation Fallback Postponement immediately following such first Secondary Currency FX Business Day following the end of the Maximum Days of EM Valuation Postponement or the Adjusted Secondary Currency Conversion Date, as the case may be. In that case:

(a) the next Secondary Currency FX Business Day after the EM Valuation Fallback Longstop Date shall be deemed to be the Secondary Currency Conversion Date (notwithstanding the fact that such day may be a Disrupted Day); and

(b) the next Disruption Fallback specified in the relevant Issue Terms shall apply.

(c) Cumulative Events

If "Cumulative Events" is specified to be applicable in the relevant Issue Terms, then the total number of consecutive calendar days during which the Secondary Currency Conversion Date is deferred due to (i) an Unscheduled Holiday, (ii) an EM Valuation Postponement or (iii) an EM Valuation Fallback Postponement (or any combination of (i), (ii) and (iii)), shall not exceed the Maximum Days of Cumulative Postponement in the aggregate.

Accordingly, if by the operation of the above paragraph, the Secondary Currency Conversion Date is postponed by the number of calendar days equal to the Maximum Days of Cumulative Postponement, then the Secondary Currency Conversion Date shall be the Cumulative Longstop Date. If such Cumulative Postponement Longstop Date is a Disrupted Day or an Unscheduled Holiday, then the Calculation Agent shall determine the Secondary Currency Spot Conversion Rate in respect of such Cumulative Postponement Longstop Date in accordance with the next applicable Disruption Fallback.

8.5 Definitions Relating to Secondary Currency FX Disruption

"**Adjusted Secondary Currency Conversion Date**" has the meaning given to it in Redemption Payout Condition 8.4 (*EM Currency Provisions*).

"**Alternative Secondary Currency FX Benchmark**" in respect of a Secondary Currency FX Benchmark, the first of the indices, benchmarks, rates or other price sources specified as such in the relevant Issue Terms as (a) a Fallback Reference Price for the purposes of a Secondary Currency FX Administrator/Benchmark Event or (b) otherwise, a Fallback Reference Price for the purposes of a Price Source Disruption, in each case, that is not subject to a Disruption Event and a Secondary Currency FX Administrator/Benchmark Event.

"**Calculation Agent Determination**" has the meaning given to it in Redemption Payout Condition 8.3 (*Secondary Currency FX Disruption Provisions*).

"**Cumulative Events**" has the meaning given to it in Redemption Payout Condition 8.4 (*EM Currency Provisions*).

"**Cumulative Longstop Date**" means, in respect of any postponement by a number of days equal to the Maximum Days of Cumulative Postponement, the last day of such postponement.

"**Currency-Reference Dealers**" has the meaning given to it in Redemption Payout Condition 8.3 (*Secondary Currency FX Disruption Provisions*).

"**Disruption Fallback**" means, in respect of the Secondary Currency Spot Conversion Rate, Calculation Agent Determination, Fallback Reference Price, Currency-Reference Dealers, Other Published Sources, Postponement, Yen Calculation Agent Determination, Cross Rate Fallback, EM Valuation Postponement and EM Valuation Fallback Postponement. The applicable Disruption Fallback shall be as specified in the relevant Issue Terms, and if two or more Disruption Fallbacks are specified, unless otherwise provided in the relevant Issue Terms, such Disruption Fallbacks shall apply in the order in which they are specified, such that if the Calculation Agent determines that the Secondary Currency Spot Conversion Rate cannot be determined by applying one Disruption Fallback, then the next Disruption Fallback specified shall apply.

"**Disrupted Day**" means any day on which a Secondary Currency FX Disruption Event occurs.

"**EM Valuation Fallback Longstop Date**" means, in respect of any postponement by a number of days equal to the Maximum Days of EM Valuation Fallback Postponement, the last day of such postponement.

"**EM Valuation Fallback Postponement**" means the event described in Redemption Payout Condition 8.4 (*EM Currency Provisions*) above.

"**EM Valuation Longstop Date**" means, in respect of any postponement by a number of days equal to the Maximum Days of EM Valuation Postponement, the last day of such postponement.

"**EM Valuation Postponement**" means the event described in Redemption Payout Condition 8.4 (*EM Currency Provisions*) above.

"**Fallback Reference Price**" has the meaning given to it in Redemption Payout Condition 8.3 (*Secondary Currency FX Disruption Provisions*).

"**FX Reference Banks**" means (i) the institutions specified as such in the relevant Issue Terms; or (ii) if any of the institutions specified as such in the relevant Issue Terms have ceased to exist or quote relevant rates or prices, whether because of merger or otherwise, those institutions specified that continue to exist and quote relevant rates and prices together with such additional number of institutions selected by the Calculation Agent, as is required to increase the number of existing and quoting institutions to the number of institutions originally specified; (iii) if institutions are not specified in the relevant Issue Terms, five leading institutions in the relevant currency and foreign exchange markets selected by the Calculation Agent.

"**FX Settlement Business Centre**" means any additional financial centre relevant for the purposes of determining FX Settlement Days, as specified in the relevant Issue Terms.

"**FX Settlement Days**" means a day on which commercial banks and foreign exchange markets settle payments in London and each FX Settlement Business Centre specified in the relevant Issue Terms.

"**Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a relevant jurisdiction.

"**Maximum Days of Cumulative Postponement**" means the number of days specified as such in the relevant Issue Terms.

"**Maximum Days of EM Valuation Fallback Postponement**" means the number of days specified as such in the relevant Issue Terms.

"**Maximum Days of EM Valuation Postponement**" means the number of days specified as such in the relevant Issue Terms.

"**Maximum Days of Postponement**" means the number of days specified as such in the relevant Issue Terms.

"**Maximum Days of Unscheduled Holiday Postponement**" means the number of calendar days specified as such in the relevant Issue Terms.

"**Number of FX Settlement Days**" means, in respect of the Secondary Currency, such number or amount as is specified in the relevant Issue Terms.

"**Other Published Sources**" has the meaning given to it in Redemption Payout Condition 8.3 (*Secondary Currency FX Disruption Provisions*).

"**Postponement**" has the meaning given to it in Redemption Payout Condition 8.3 (*Secondary Currency FX Disruption Provisions*).

"**Secondary Currency FX Administrator/Benchmark Event**" means, for a Series and a Secondary Currency FX Benchmark, any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Secondary Currency FX Benchmark or the administrator or sponsor of the Secondary Currency FX Benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that the Bank or the Calculation Agent is not, or will not be, permitted under any applicable law or regulation to use the Secondary Currency FX Benchmark to perform its or their respective obligations under the Notes.

"**Secondary Currency FX Administrator/Benchmark Event Date**" means, for a Series and a Secondary Currency FX Administrator/Benchmark Event, the date on which the authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is:

(i) required under any applicable law or regulation; or

(ii) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that the Secondary Currency FX Benchmark is not permitted to be used under the Notes following rejection, refusal, suspension or withdrawal,

or, in each case, if such date occurs before the Trade Date, the Trade Date.

"**Secondary Currency FX Benchmark**" means in respect of a Series, a Crossing-Secondary Currency FX Rate, Specified-Crossing Currency FX Rate, a Secondary Currency Spot Conversion Rate, Secondary Currency FX Price Source, a Spot Rate, Settlement Rate, Settlement Rate Option (or, if applicable, the index, benchmark or other price source that is referred to in the Crossing-Secondary Currency FX Rate, Specified-Crossing Currency FX Rate, Secondary Currency Spot Conversion Rate, Secondary Currency FX Price Source, Spot Rate, Settlement Rate or Settlement Rate Option) and which is a measure constituting an index (or a combination of indices) under any law or regulation applicable to the Notes. To the extent that a Fallback Reference Price or an Alternative Secondary Currency FX Benchmark is used, it shall be a "Secondary Currency FX Benchmark" from the day on which it is used.

"**Secondary Currency FX Disruption Event**" means the occurrence or existence, as determined by the Calculation Agent, of any of the following events, if specified as applicable in the relevant Issue Terms:

(i) "**Benchmark Obligation Default**", which means, with respect to any Benchmark Obligation, the occurrence of an event of default or other similar condition or event (however described), including, but not limited to:

(a) the failure of timely payment in full of any principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of such Benchmark Obligation;

(b) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of such Benchmark Obligation; or

(c) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of such Benchmark Obligation without the consent of all holders of such Benchmark Obligation.

The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of the relevant entity to issue or enter into such Benchmark Obligation;

(ii) "**Price Materiality**", which means the Primary Rate specified in the relevant Issue Terms differs from the Secondary Rate specified in the relevant Issue Terms by at least the Price Materiality Percentage;

(iii) "**Currency Replacement**", which means a relevant currency ceases to exist and is replaced by a new currency in a relevant jurisdiction;

(iv) "**Dual Exchange Rate**", which means a Secondary Currency Spot Conversion Rate splits into dual or multiple currency exchange rates;

(v) "**Governmental Authority Event**", which means a Governmental Authority of a relevant jurisdiction has given public notice of its intention to impose any controls which are likely to materially affect the Bank's ability to hedge its obligations with respect to the Currency Linked Notes or to unwind any such hedge;

(vi) "**Illiquidity**", which means it is or becomes or is likely to become impossible or impracticable for the Bank to obtain any currency or obtain or use the Secondary Currency Spot Conversion Rate in an appropriate amount;

(vii) "**Inconvertibility**", which means the occurrence of any event that makes it or is likely to make it impossible and/or impracticable for the Bank to convert one relevant currency into another through customary legal channels (including, without limitation, any event that has the direct or indirect effect of hindering, limiting or restricting convertibility by way of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on repatriation of one currency into another currency);

(viii) "**Non-Transferability**", which means the occurrence of any event in or affecting any relevant jurisdiction that makes it or is likely to make it impossible and/or impracticable for the Bank to deliver any relevant currency into a relevant account; and/or

(ix) "**Price Source Disruption**", which means it becomes impossible or impracticable to obtain the Secondary Currency Spot Conversion Rate on or in respect of the Secondary Currency Conversion Date (or, if different, the day on which rates for that Secondary Currency Conversion Date would, in the ordinary course, be published or announced by the relevant price source).

"**Unscheduled Holiday**" means, in respect of a day, that such day is not a Secondary Currency FX Business Day and the market was not aware of such fact (by means of a public announcement or

reference to other publicly available information) until a time later than 9.00 a.m. local time in the relevant Principal Financial Centre two Secondary Currency FX Business Days prior to such day.

"**Unscheduled Holiday Longstop Date**" means, in respect of any postponement by a number of calendar days equal to the Maximum Days of Unscheduled Holiday Postponement, the last day of such postponement.

"**Yen Calculation Agent Determination**" has the meaning given to it in Redemption Payout Condition 8.3(b) (*Disruption Fallbacks*).

8.6 Principal Financial Centres

The "**Principal Financial Centre**" in respect of each Currency is the financial centre or centres specified as such in the relevant Issue Terms, or if none is specified, the financial centre or centres indicated below with respect to such Currency:

Currency	Principal Financial Centre(s)
Algerian Dinar	Algiers
Angolan Kwanza	Luanda
Argentine Peso	Buenos Aires
Australian Dollar	Sydney and Melbourne
Brazilian Real	Brasilia, Rio de Janeiro or São Paulo
Bulgarian Lev	Sofia
Canadian Dollar	Toronto
Chilean Peso	Santiago
Chinese Renminbi	Beijing
Colombian Peso	Bogota
Croatian Kuna	Zagreb
Czech Koruna	Prague
Danish Krone	Copenhagen
Ecuadorian Sucre	Guayaquil
Egyptian Pound	Cairo
Ghanaian Cedi	Accra
Hong Kong Dollar	Hong Kong
Hungarian Forint	Budapest
Indian Rupee	Mumbai
Indonesian Rupiah	Jakarta and Singapore
Israeli Shekel	Tel Aviv
Kazakhstan Tenge	Almaty
Kenyan Shilling	Nairobi
Korean Won	Seoul
Kuwaiti Dinar	Kuwait City
Latvian Lats	Riga
Lebanese Pound	Beirut
Lithuanian Litas	Vilnius

Currency	Principal Financial Centre(s)
Malaysian Ringgit	Kuala Lumpur and Singapore
Mexican Peso	Mexico City
Moroccan Dirham	Rabat
New Zealand Dollar	Wellington and Auckland
Nigerian Naira	Lagos
Norwegian Krone	Oslo
Pakistani Rupee	Karachi
Peruvian Sol	Lima
Philippine Peso	Manila
Polish Zloty	Warsaw
Romanian Leu	Bucharest
Russian Ruble	Moscow
Saudi Arabian Riyal	Riyadh
Singapore Dollar	Singapore
South African Rand	Johannesburg
Sri Lankan Rupee	Colombo
Sterling	London
Swedish Krona	Stockholm
Swiss Franc	Zurich
Taiwanese Dollar	Taipei
Thai Baht	Bangkok and Singapore
Tunisian Dinar	Tunis
Turkish Lira	Ankara
Ukrainian Hryvnia	Kiev
U.S. Dollar	New York
Venezuelan Bolivar	Caracas
Vietnamese Dong	Hanoi and Singapore
Yen	Tokyo
Zambian Kwacha	Lusaka

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

This section provides a summary of the provisions relating to Notes whilst in Global Form.

Unless otherwise specified in the relevant Final Terms, on the date of issue of the relevant Notes, Notes will be represented by a global note deposited with a common depositary on behalf of Clearstream Banking, S.A.("**Clearstream, Luxembourg**") and Euroclear Bank SA/NV ("**Euroclear**") or, in the case of CMU Notes, a sub-custodian for the CMU Service operated by the Hong Kong Monetary Authority (the "**HKMA**") and the Conditions shall be construed accordingly. The Bank may issue Notes which are clearable through clearing systems other than or in addition to Clearstream, Luxembourg and Euroclear as set out in the relevant Final Terms.

If the Global Notes are stated in the relevant Final Terms to be issued in new global note ("**NGN**") form, the Global Notes will be delivered on or prior to the original issue date of the relevant Tranche to a common safekeeper (the "**Common Safekeeper**") for Euroclear and Clearstream, Luxembourg and/or any other agreed clearing system. If a Global Note Certificate is held under the new safekeeping structure (the "**NSS**"), the Global Note Certificate will be delivered on or prior to the original issue date of the relevant Tranche to a Common Safekeeper for Euroclear and Clearstream, Luxembourg and/or any other agreed clearing system. Global Notes which are not issued in NGN form and Global Note Certificates which are not held under the NSS will be deposited on the issue date of the relevant Tranche with a common depositary on behalf of Euroclear and Clearstream, Luxembourg and/or any other agreed clearing system. Notes in registered form ("**Registered Notes**") will be represented by registered note certificates (each a "**Note Certificate**").

Each Tranche (as defined herein) of Notes in bearer form will be represented on issue by a temporary global note in bearer form (each a "**temporary Global Note**") or a permanent global note in bearer form (each a "**permanent Global Note**" and, together with the temporary Global Notes, the "**Global Notes**") and each Tranche of Notes in registered form will be replaced on issue by a global note certificate in registered form (each a "**Global Note Certificate**").

1 Initial Issue of Notes

If the Global Notes or the Global Note Certificates are stated in the relevant Final Terms to be issued in NGN form or to be held under the NSS (as the case may be), (i) the Global Notes or the Global Note Certificates will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper and (ii) the Final Terms will indicate whether or not such Global Notes or the Global Note Certificates are intended to be held in a manner which would allow Eurosystem eligibility. Depositing the Global Notes or the Global Note Certificates with the Common Safekeeper 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 satisfaction of the Eurosystem eligibility criteria.

Global Notes which are issued in CGN form and Global Note Certificates which are not held under the NSS may be delivered on or prior to the original issue date of the Tranche to a Common Depositary (as defined below) or, in respect of a Global Note or a Global Note Certificate representing CMU Notes, to a sub-custodian nominated by the HKMA as operator of the CMU Service (the "**CMU Operator**").

Global Notes and Global Note Certificates may be delivered on or prior to the original issue date of the Tranche to a Common Depositary.

Upon the initial deposit of a Global Note in CGN form with a common depositary for Euroclear and Clearstream, Luxembourg (the "**Common Depositary**") or registration of Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relative Global Note Certificate to the Common Depositary, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. If the Global Note

is an NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Common Depositary or the Common Safekeeper, as the case may be, may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

A Global Note or Global Note Certificate representing CMU Notes will be held for the account of any members of the CMU Service (each, a "**CMU Member**") who have accounts with the CMU Operator, or the CMU participants. Persons holding a beneficial interest in the CMU Notes through Euroclear or Clearstream, Luxembourg will hold their interests through an account opened and held by Euroclear or Clearstream, Luxembourg with the CMU Operator. Interests in a Global Note or Global Note Certificate representing CMU Notes will only be shown on, and transfers of interests will be effected through, records maintained by the CMU Operator.

2 Relationship of Accountholders with Clearing Systems

Subject to the paragraph below, each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other clearing system ("**Alternative Clearing System**") as the holder of a Note represented by a Global Note or a Global Note Certificate must look solely to Euroclear, Clearstream, Luxembourg or any such Alternative Clearing System (as the case may be) for his share of each payment made by the Bank to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Note Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Bank in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Note Certificate and such obligations of the Bank will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

While a Global Note or a Global Note Certificate representing CMU Notes is held by or on behalf of the CMU Operator, payments of interest or principal will be made to the persons for whose account a relevant interest in such Global Note or Global Note Certificate is credited as being held by the CMU Operator at the relevant time, as notified to the CMU Fiscal Agent by the CMU Operator in a relevant CMU Instrument Position Report (as defined in the rules of the CMU Service) or in any other relevant notification by the CMU Operator. Such payment will discharge the Bank's obligations in respect of that payment. Any payments by the CMU participants to indirect participants will be governed by arrangements agreed between the CMU participants and the indirect participants and will continue to depend on the interbank clearing system and traditional payment methods. Such payments will be the sole responsibility of such CMU participants.

Payments, transfers, exchanges and other matters relating to interests in a Global Note or a Global Note Certificate representing a CMU Note may be subject to various policies and procedures adopted by the CMU Operator from time to time. None of the Bank, the Dealers, the Fiscal Agent, the CMU Fiscal Agent, the Registrar, the CMU Lodging Agent, nor any of their respective 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 a Global Note or Global Note Certificate representing a CMU Note, or for maintaining, supervising or reviewing any records relating to such interests.

3 Exchange

3.1 Temporary Global Notes

Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date (as defined in paragraph 3.6 (*Exchange Date*) below):

(i) if the relevant Final Terms indicates that such temporary Global Note is issued in compliance with TEFRA C or in a transaction to which TEFRA is not applicable (as to which, see "*Selling Restrictions*"), in whole, but not in part, for the Definitive Notes, as defined and described below[1]; and

(ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership for interests in a permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes.

The CMU Service may require that any such exchange for a permanent Global Note is made in whole and not in part, and in such event no such exchange will be effected until all relevant account holders (as set out in a CMU Instrument Position Report (as defined in the rules of the CMU Service) or any other relevant notification supplied to the CMU Lodging Agent by the CMU Service) have so certified.

Each temporary Global Note that is also an Exchangeable Bearer Note will be exchangeable for Registered Notes in accordance with the Asset Conditions in addition to any permanent Global Note or Definitive Notes for which it may be exchangeable and, before its Exchange Date, will also be exchangeable in whole or in part for Registered Notes only.

3.2 Permanent Global Notes

Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under "*Partial Exchange of Permanent Global Notes*", in part for Definitive Notes or, in the case of paragraph 3.3 (*Global Note Certificates*) below, Registered Notes:

(i) if the permanent Global Note is an Exchangeable Bearer Note, by the holder (acting on the instructions of the person(s) with beneficial interest(s) in such permanent Global Note) giving notice to the Fiscal Agent of its election to exchange the whole or a part of such permanent Global Note for Registered Notes[2]; and

(ii) otherwise (a) upon the happening of any of the events set out under Base General Condition 11 (*Events of Default and Enforcement*) or (b) if Euroclear or Clearstream, Luxembourg or the CMU Service or an Alternative Clearing System is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no alternative clearance system satisfactory to the Fiscal Agent is available.

3.3 Global Note Certificates

If the relevant Final Terms state that the Notes are to be represented by a Global Note Certificate on issue, transfers of the holding of Notes represented by any Global Note Certificate pursuant to Base General Condition 3(b) (*Transfer of Registered Notes*) may only be made in part:

(i) upon the happening of any of the events set out under Base General Condition 11 (*Events of Default and Enforcement*);

(ii) if such Notes are held on behalf of Euroclear or Clearstream, Luxembourg or the CMU Service or an Alternative Clearing System and any such clearing system is closed for business for a

[1] In relation to any issue of Notes which are expressed to be Temporary Global Notes exchangeable for Definitive Notes in accordance with paragraph 3.6 (*Exchange Date*), such Notes shall be tradable only in amounts of at least the Specified Denomination (or if more than one Specified Denomination, the minimum Specified Denomination provided herein and multiples thereof).

[2] Not applicable to Notes with a minimum Specified Denomination plus a higher integral multiple of a smaller amount.

continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or

(iii) with the consent of the Bank,

provided that, in the case of the first transfer of part of a holding pursuant to paragraph (i) or (ii) above, the relevant Holder has given the Registrar not less than 30 days' notice at its specified office of such Holder's intention to effect such transfer.

3.4 Partial Exchange of Permanent Global Notes

For so long as a permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Note will be exchangeable in part on one or more occasions (i) for Registered Notes if the permanent Global Note is an Exchangeable Bearer Note and the part submitted for exchange is to be exchanged for Registered Notes, or (ii) for Definitive Notes, if principal in respect of any Notes is not paid when due.

A Noteholder who holds a nominal amount of less than the minimum Specified Denomination will not receive a Definitive Note in respect of such holding and would need to purchase a nominal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

3.5 Delivery of Notes

If the Global Note is a CGN, on or after any due date for exchange, the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the relevant Fiscal Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Bank will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes or Registered Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes and/or Note Certificates, as the case may be or (iii) if the Global Note is an NGN, the Bank will procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system. In this Prospectus, "**Definitive Notes**" means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them, if applicable, all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Note and, if applicable, a Talon). Definitive Notes will be security printed and Note Certificates will be printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each permanent Global Note, the Bank will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

3.6 Exchange Date

"**Exchange Date**" means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of an exchange for Registered Notes five days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the relevant Fiscal Agent is located and in the city in which the relevant clearing system is located.

4 Settlement

4.1 Settlement

Payments to persons shown in the records of Clearstream, Luxembourg or Euroclear, as the case may be, as the holder of a particular amount of the Notes shall be made in accordance with the rules of Clearstream, Luxembourg or Euroclear or the CMU Service, as the case may be.

4.2 General

All references in the Base General Conditions to Luxembourg or Brussels time shall, where Notes are cleared through an additional or alternative clearing system, be deemed to refer as appropriate to the time in the city where the relevant clearing system is located.

4.3 Redemption Risk

Neither of the Bank nor the Paying Agents shall under any circumstances be liable for any acts or defaults of any of the Common Depositary, Clearstream, Luxembourg, or Euroclear or the CMU Service in relation to the performance of its duties in relation to the Notes.

The Bank will be discharged by payment to, or to the order of, the Common Depositary or Clearstream, Luxembourg or Euroclear, as the case may be, in respect of the amount so paid. Each of the persons shown in the records of Clearstream, Luxembourg or Euroclear, as the case may be, as the holder of a particular amount of the Notes must look solely to Clearstream, Luxembourg or Euroclear, as the case may be, for his share of each such payment so made to, or to the order of, Clearstream, Luxembourg or Euroclear, as the case may be.

5 Amendment to Conditions

The temporary Global Notes, permanent Global Notes and Global Note Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out in this Prospectus. The following is a summary of certain of those provisions:

5.1 Payments

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes or Registered Notes is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with TEFRA D before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership. All payments in respect of Notes represented by a Global Note in CGN form will be made against presentation for endorsement (provided that, in respect of CMU Notes, the crediting of interests in the relevant Global Note in the CMU Service shall be deemed to be presentation of such Global Note) and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be prima facie evidence that such payment has been made in respect of the Notes. Base General Condition 8(d) (*Appointment of Agents*) and Base General Condition 9(a) (*Taxation*) will apply to Definitive Notes only. If the Global Note is an NGN, or if the Global Note Certificate is held under the NSS, the Bank shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant clearing system and, in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note or the Global Note Certificate will be reduced accordingly. Payments under an NGN will be made to its holder. Each payment so made will discharge the Bank's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge. For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of "Business Day" set out in Base General Condition 5(k)(ii) (*Non-Business Days*).

All payments in respect of Notes represented by a Global Note Certificate will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be on the Clearing System Business Day immediately prior to the date for payment, where Clearing System Business Day means Monday to Friday inclusive except 25 December and 1 January.

While a Global Note or a Global Note Certificate representing the CMU Notes is held by or on behalf of the CMU Operator, payments of interest or principal will be made to the persons for whose account a relevant interest in the Global Note Certificate is credited as being held by the CMU Operator at the relevant time, as notified to the relevant Paying Agent by the CMU Operator in a relevant CMU Instrument Position Report or in any other relevant notification by the CMU Operator. Such payment will discharge the Bank's obligations in respect of that payment. Any payments by the CMU participants to indirect participants will be governed by arrangements agreed between the CMU participants and the indirect participants and will continue to depend on the interbank clearing system and traditional payment methods. Such payments will be the sole responsibility of such CMU participants. While a CMU Note is lodged with the CMU Service, "**business day**" and "**Business Day**" shall mean a business day or Business Day (as each term is defined in the Conditions) on which, in addition to the requirements set out in the Conditions, the CMU Service is also operating.

Payments, transfers, exchanges and other matters relating to interests in a Global Note or a Global Note Certificate representing CMU Notes may be subject to various policies and procedures adopted by the CMU Operator from time to time. None of the Bank, the Dealers, the Fiscal Agent, the CMU Fiscal Agent, the Registrar or the CMU Lodging Agent, or any of their respective 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 such a Global Note or Global Note Certificate, or for maintaining, supervising or reviewing any records relating to such interests.

Payments of interest (if any) in respect of Notes represented by a Global Note or a Global Certificate shall be made at the rates, on the dates for payment and in accordance with the methods of calculation provided for in the Conditions relating to such Notes.

5.2 Prescription

A claim against the Bank in respect of Notes that are represented by a permanent Global Note will become void unless it is presented for payment within a period of 12 years (in the case of principal) and six years (in the case of interest) of the appropriate Relevant Date (as defined in Base General Condition 9(a) (*Taxation*)).

5.3 Cancellation

Cancellation of any Note represented by a Global Note that is required by the Asset Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant Global Note.

5.4 Purchase

Notes represented by a permanent Global Note may only be purchased by the Bank, or any of its subsidiaries or any holding company of the Bank or any other subsidiary of any such holding company, if they are purchased together with the right to receive all future payments of interest and Instalment Amounts (if any) thereon.

5.5 Bank's Option

Any option of the Bank provided for in the Base General Conditions of any Notes while such Notes are represented by a permanent Global Note shall be exercised by the Bank giving notice to the Noteholders within the time limits set out in and containing the information required by the Base General Conditions, except that the notice shall not be required to contain the certificate numbers of Notes drawn in the case of a partial exercise of an option and, accordingly, no drawing of Notes shall be

required. In the event that any option of the Bank is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders in respect of the Notes will be governed by the standard procedures 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) or any other Alternative Clearing System (as the case may be).

5.6 Noteholders' Options

Any option of the Noteholders provided for in the Asset Conditions of any Notes while such Notes are represented by a permanent Global Note may be exercised by the holder of the permanent Global Note giving notice to the relevant Fiscal Agent (electronically or otherwise) within the time limits relating to the deposit of Notes with a Paying Agent set out in the Asset Conditions substantially in the form of, or containing substantially similar information as contained in, the notice available from any Paying Agent, except that the notice shall not be required to contain the certificate numbers of the Notes in respect of which the option has been exercised, and stating the nominal amount of Notes in respect of which the option is exercised and, at the same time, where the permanent Global Note is a CGN, presenting the permanent Global Note to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation. Where the Global Note is an NGN, or where the Global Note Certificate is held under the NSS, the Bank shall procure that details of such exercise shall be entered *pro rata* in the records of the relevant clearing system and the nominal amount of the Notes recorded in those records will be reduced accordingly.

5.7 NGN Nominal Amount

Where the Global Note is an NGN, the Bank shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.

5.8 Events of Default

Each Global Note and each Global Note Certificate provides that the holder may cause Notes represented by such Global Note to become due and repayable in the circumstances described in Base General Condition 11 (*Events of Default and Enforcement*) by stating in the notice to the Fiscal Agent or, as the case may be, the CMU Fiscal Agent, the nominal amount of such Notes that are becoming due and repayable. If principal in respect of any Note is not paid when due, the holder of a Global Note or Registered Notes represented by a Global Note Certificate may elect for direct enforcement rights against the Bank under the terms of a Deed of Covenant executed as a deed by the Bank on 17 April 2018 to come into effect in relation to the Notes represented by such Global Note or one or more Registered Notes in favour of the persons entitled to such part of such Global Note or such Registered Notes, as the case may be, as accountholders with a clearing system. Following any such acquisition of direct rights, the Global Note or, as the case may be, the Global Note Certificate and the corresponding entry in the register kept by the Registrar will become void as relevant Notes. However, no such election may be made in respect of Notes represented by a Global Note Certificate unless the transfer of the whole or a part of the holding of Notes represented by that Global Note Certificate shall have been improperly withheld or refused.

5.9 Notices

Subject to the immediately following paragraph, so long as any Notes are represented by a Global Note and such Global Note is held on behalf of a clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to the relevant accountholders in substitution for publication as required by the Base General Conditions or by delivery of the relevant notice to the holder of the Global Note. Any such notice shall be deemed

to have been given to the holders of the Notes on the second Business Day after such notice is delivered to that clearing system for communication by it to the holders.

For so long as all CMU Notes are represented by a Global Note and the Global Note is held on behalf of the CMU Operator, notices to holders of the CMU Notes may, in substitution for publication as required by the Base General Conditions, be given by delivery of the relevant notice to the persons shown in a CMU Instrument Position Report (as defined in the rules of the CMU Service) issued by the CMU Operator on the Business Day preceding the date of despatch of such notice as holding interests in such Global Note for communication to the CMU participants. Any such notice shall be deemed to have been given to the holders of CMU Notes on the second Business Day after such notice is delivered to the persons shown in the relevant CMU Instrument Position Report as aforesaid. Indirect participants will have to rely on the CMU participants (through whom they hold the CMU Notes, in the form of interests in a Global Note) to deliver the notices to them, subject to the arrangements agreed between the indirect participants and the CMU participants.

6 CMU

The CMU Operator is under no obligation to maintain or continue to operate the CMU Service nor to perform or continue to perform the procedures described herein. Accordingly, the CMU Service and such procedures may be discontinued or modified at any time. None of the Bank, the Dealers, the Fiscal Agent, the CMU Fiscal Agent, the Registrar, the CMU Lodging Agent nor any of their respective 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.

A Global Note or Global Note Certificate representing CMU Notes will be held for the account of CMU Members who have accounts with the CMU Operator or the CMU participants. Interests in such Global Note or Global Note Certificate will only be shown on, and transfers of interests will be effected through, records maintained by the CMU Operator.

[MIFID II product governance / Professional investors and ECPs only target market: Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.]

PROHIBITION OF SALES TO EEA RETAIL INVESTORS: The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2002/92/EC, as amended or superseded ("**IMD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

[Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Bank has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes [are] / [are not] prescribed capital markets products (as defined in the CMP Regulations 2018) and [are] [Excluded] / [Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).**]**[3]

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FORM OF FINAL TERMS OF THE NOTES WITH A DENOMINATION OF AT LEAST €100,000 (OR EQUIVALENT)

This section sets out the form of final terms.

RELEVANT FINAL TERMS FOR ISSUES BY THE BANK OF NOTES WITH A DENOMINATION OF AT LEAST €100,000 (OR EQUIVALENT) TO BE ADMITTED TO TRADING ON AN EEA REGULATED MARKET (CGN AND NGN)

Final Terms dated [●]

Lloyds Bank plc

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the Global Medium Term Note Programme

[3] For any Notes to be offered to Singapore investors, the Bank to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

PART A — CONTRACTUAL TERMS

These Final Terms constitute Issue Terms for the purposes of the Base General Conditions. Terms used herein shall be deemed to be defined as such for the purposes of the [Base Conditions set forth in the Prospectus dated 15 May 2019]/[Base Conditions set forth in the base prospectus dated 17 April 2018 as incorporated by reference in the Prospectus dated 15 May 2019]/[Base Conditions set forth in the base prospectus dated 30 March 2017 as incorporated by reference in the Prospectus dated 15 May 2019]/[Base Conditions set forth in the base prospectus dated 17 May 2016 as incorporated by reference in the Prospectus dated 15 May 2019]/[Base Conditions set forth in the base prospectus dated 9 April 2015 as incorporated by reference in the Prospectus dated 15 May 2019]/[Base Conditions set forth in the base prospectus dated 7 April 2014 as incorporated by reference in the Prospectus dated 15 May 2019]/[Base Conditions set forth in the base prospectus dated 7 June 2013 as incorporated by reference in the Prospectus dated 15 May 2019]/[Base Note Conditions and Base General Conditions set forth in the base prospectus dated 20 April 2012 as incorporated by reference in the Prospectus dated 15 May 2019]/[Conditions set forth in the base prospectus dated 6 June 2011 as incorporated by reference in the Prospectus dated 15 May 2019] [and the supplemental prospectus dated [**date**] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive. 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 such [the relevant terms and conditions and] Prospectus [as so supplemented]. Full information on the Bank and the offer of the Notes is only available on the basis of the combination of these Final Terms [, the relevant terms and conditions] and the Prospectus [as so supplemented]. The Prospectus [, the relevant terms and conditions][and the supplemental prospectus] [is] [are] available for viewing at www.londonstockexchange.com/exchange/news/market-news/market-news-home.html and copies may be obtained from Lloyds Bank plc, 25 Gresham Street, London EC2V 7HN.

The expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended or superseded, 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.

1	Issuer:	Lloyds Bank plc (the "**Bank**")
2	[(i)] Series Number:	[●]
	(ii) [Tranche Number:]	[●]
3	**Specified Currency**	[●]
4	**Aggregate Nominal Amount**	[●]
	(i) Series:	[●]
	(ii) Tranche:	[●]
5	**Issue Price**	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]]
6	(i) Specified Denominations:	[●] [and each integral multiple of the Calculation Amount in excess thereof up to and including [●]. No Notes in definitive form will be issued with a denomination above [●]]
	(ii) Calculation Amount:	[●] Specified office: [●]
7	(i) Issue Date:	[●]
	(ii) Trade Date:	[●]/[Not Applicable]
8	**Maturity Date**	[●]
9	**Business Day Convention**	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day

		Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
10	**Business Centre(s)**	[●]
11	**Calculation Agent**	[●]
12	**ISDA Definitions**	[As defined in Base General Condition 2 (*Definitions*)]/ [[●]/[Not Applicable]]
13	**Benchmark Rate Determination Agent**	[Bank]/[Calculation Agent]
14	**Alternative Currency Equivalent**	[Applicable]/[Not Applicable]
	(i) Alternative Currency:	[●]
	(ii) Alternative Currency Adjudication Agent:	[●]
	(iii) Alternative Currency Calculation Agent:	[●]
	(iv) Number of Rate Calculation Business Days:	[●]
	(v) Rate Calculation Business Days:	[●]
	- Rate Calculation Business Centre(s):	[●]
	(vi) Maximum Days of Postponement	[●]/[Not Applicable]
	(vii) [Alternative Currency FX Rate:]	
	Cross Rate:	[Applicable]/[Not Applicable]
	[- Crossing Currency:	[●]
	Cross Rate Rounding:	[Applicable]/[Not Applicable]
	- Number of Cross Rate Rounding Places:	[●]]
	(I) [ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]]
	(II) FX Price Source Determination:	[Applicable]/[Not Applicable]
	- FX Price Source:	[●]
	- Number of FX Settlement Days:	[●]
	- FX Settlement Business Centre(s):	[●]
	- Alternative Currency Valuation Time:	[●]
	- Reciprocal Rounding:	[Applicable]/[Not Applicable]

	- Number of Reciprocal Rounding Places:	[●]
(III)	Calculation Agent Determination:	[Applicable]/[Not Applicable]]
(IV)	Alternative FX Benchmark:	[●]
(viii)	[Scheduled-Crossing Currency FX Rate:	
(I)	ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]
(II)	FX Price Source Determination:	[Applicable]/[Not Applicable]
	- FX Price Source:	[●]
	- Number of FX Settlement Days:	[●]
	- FX Settlement Business Centre(s):	[●]
	- Scheduled-Crossing Currency Valuation Time:	[●]
	- Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]
(III)	Calculation Agent Determination:	[Applicable]/[Not Applicable]]
(IV)	Alternative FX Benchmark:	[●]
(ix)	[Crossing-Alternative Currency FX Rate:	
(I)	ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]
(II)	FX Price Source Determination:	[Applicable]/[Not Applicable]
	- FX Price Source:	[●]
	- Number of FX Settlement Days:	[●]
	- FX Settlement Business Centre(s):	[●]
	- Crossing-Alternative Currency Valuation Time:	[●]
	- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]

	(III) Calculation Agent Determination:	[Applicable]/[Not Applicable]]
	(IV) Alternative FX Benchmark:	[●]
15	**Synthetic Currency Asset Conditions**	[Applicable]/[Not Applicable]
	(i) Payment Currency:	[●]
	(ii) Rate Calculation Date:	
	- Number of Rate Calculation Business Days:	[●]
	- Rate Calculation Business Days:	[●]
	- Rate Calculation Business Centre(s):	[●]
	- [Principal Financial Centre(s):	[●]/[As stated in Synthetic Currency Asset Condition 9.5]]
	(iii) Maximum Days of Postponement:	[●]/[Not Applicable]
	(iv) Synthetic Currency FX Rate:	
	Cross Rate:	[Applicable]/[Not Applicable]
	[- Crossing Currency:	[●]
	Cross Rate Rounding:	[Applicable]/[Not Applicable]
	- Number of Cross Rate Rounding Places:	[●]]
	[Synthetic Currency FX Rate][Specified-Crossing Currency FX Rate]:	
	- Alternative Synthetic Currency FX Benchmark:	[●]
	[ISDA Determination:	[Applicable]/[Not Applicable]
	- Settlement Rate Option:	[●]]
	[FX Price Source Determination:	[Applicable]/[Not Applicable]
	- FX Price Source:	[●]
	- Number of FX Settlement Days:	[●]
	- FX Settlement Business Centre(s):	[●]
	- [Synthetic Currency Valuation Time][Specified-Crossing Currency Valuation Time]:	[●]
	- Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]

[Crossing-Payment Currency FX Rate:]	
- Alternative Synthetic Currency FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Crossing-Payment Currency Valuation Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]

(v) Disruption Fallbacks in respect of a Synthetic Currency FX Rate:

[Calculation Agent Determination]

[Currency-Reference Dealers]

[Other Published Sources]

[Postponement]

[Maximum Days of Postponement: [●]]

[Yen Calculation Agent Determination

[FX Reference Banks: [●]]

[EM Valuation Postponement

[Maximum Days of EM Valuation Postponement: [●]]

[EM Valuation Fallback Postponement

[Maximum Days of EM Valuation Fallback Postponement: [●]]

[Fallback Reference Price:

Cross Rate:	[Applicable]/[Not Applicable]
[- Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Cross Rate Rounding Places:	[●]]
[Synthetic Currency FX Rate][Specified-Crossing Currency FX Rate]:	
- Alternative Synthetic Currency FX Benchmark:	[●]

[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Synthetic Currency Valuation Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Payment Currency FX Rate:]	
- Alternative Synthetic Currency FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Synthetic Currency Valuation Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Cross Rate Fallback:	
Fallback Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
[- Number of Cross	[●]]

Rate Rounding Places:	
[Synthetic Currency FX Rate][Specified-Crossing Currency FX Rate]:	
- Alternative Synthetic Currency FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Synthetic Currency Valuation Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Payment Currency FX Rate:]	
- Alternative Synthetic Currency FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Synthetic Currency Valuation Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]

	- Number of Reciprocal Rounding Places:	[●]]
(vi)	Disruption Fallbacks in respect of Synthetic Currency FX Administrator/Benchmark Event:	[●]
(vii)	Unscheduled Holiday:	[Applicable]/[Not Applicable]
	[Maximum Days of Unscheduled Holiday Postponement:	[●]]
(viii)	Cumulative Events:	[Applicable]/[Not Applicable]
	[Maximum Days of Cumulative Postponement:	[●]]
(ix)	Synthetic Currency FX Disruption Events:	[Benchmark Obligation Default Benchmark Obligation: [●]] [Price Materiality Primary Rate: [●] Secondary Rate: [●] Price Materiality Percentage: [●]] [Currency Replacement] [Dual Exchange Rate] [Governmental Authority Event] [Illiquidity] [Inconvertibility] [Non-Transferability] [Price Source Disruption]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16	**Fixed Rate Note Provisions**	[Applicable]/[Not Applicable]
(i)	Interest Commencement Date:	[●]
(ii)	Interest Period Date(s):	[●]
(iii)	Interest Payment Date(s):	[●] in each year [from and including [●] [to [but excluding]/[and including] [●]]]
(iv)	Rate[(s)] of Interest:	[●] per cent. per annum [payable [annually]/[semi-annually]/[quarterly]/[monthly] in arrear]
(v)	Fixed Coupon Amount[(s)]:	[●] per Calculation Amount/[Not Applicable]
(vi)	Broken Amount(s):	[●] per Calculation Amount, payable on the Interest Payment Date falling [in]/[on] [●]/[Not Applicable]
(vii)	Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]
(viii)	Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business

		Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
17	**Floating Rate Note Provisions**	[Applicable]/[Not Applicable]
	(i) Interest Commencement Date:	[●]
	(ii) Interest Period Date(s):	[●]
	(iii) Interest Payment Dates:	[●] in each year [from and including [●] [to [but excluding]/[and including] [●]]]
	(iv) Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
	(v) Party responsible for calculating the interest due (if not the Calculation Agent):	[●]
	(vi) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Initial Rate of Interest:	[[●] per cent. per annum]/[Not Applicable]
	- Interest Determination Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Base General Condition 2 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Base General Condition 2 (*Definitions*)]
	- Reference Banks:	[●]/[Not Applicable]
	(vii) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(viii) CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]

- CMS Designated Maturity: [●]
- CMS Screen Page: [●]
- CMS Reference Time: [●] [a.m.]/[p.m.] ([●] time)
- CMS Determination Date: [●]/[The first day of the Interest Accrual Period]
- CMS Business Centre(s): [●]
- CMS Reference Banks Number: [●]
- CMS Relevant Interbank Market: [●]

(ix) Alternative Pre-nominated Benchmark Rate: [●]

(x) Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]

(xi) Margin(s): [+/–][●] per cent. per annum

(xii) Minimum Rate of Interest: [●] per cent. per annum

(xiii) Maximum Rate of Interest: [●] per cent. per annum

(xiv) Day Count Fraction: [Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]

18 **Zero Coupon Note Provisions** [Applicable]/[Not Applicable]

(i) Amortisation Yield: [●] per cent. per annum

(ii) Amortisation Yield compounding basis [Compounded]/[Non-compounded] [annually]/[semi-annually]/[other]

(iii) Day Count Fraction: [Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]

19 **Index Linked Interest Provisions** [Applicable]/[Not Applicable]

(i) [Range Accrual Reference Item: [1][2]]

(ii) Payment Date Extension [Applicable]/[Not Applicable]

(iii) [Number of Extension Business Days: [●]]

(iv) Index/Indices:

Index:	Index Sponsor:	Source of information about the Index:	Weight:	Exchange(s):	Related Exchange(s):	Multi-Exchange Index:	Threshold Percentage:	Alternative Pre-nominated Index:
[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[●]/[All Exchanges]	[Applicable]/[Not Applicable]	[Applicable]/[Not Applicable]	[●]/[Not Applicable]
[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[●]/[All Exchanges]	[Applicable]/[Not Applicable]	[Applicable]/[Not Applicable]	[●]/[Not Applicable]

[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[●]/[All Exchanges]	[Applicable]/[Not Applicable]	[Applicable]/[Not Applicable]	[●]/[Not Applicable]

(v)	Correction of Index Levels:	[Applicable]/[Not Applicable]
(vi)	[Correction Cut-Off Date:	In respect of each Reference Date or Averaging Reference Date, the earlier of: (i) [●] [Common] Scheduled Trading Days following such Reference Date or Averaging Reference Date, and (ii) [●][Common] Scheduled Trading Days prior to the Interest Payment Date immediately following such Reference Date or Averaging Reference Date]/[●]]
(vii)	Initial Setting Date:	[●]/[Not Applicable]
(viii)	Initial Averaging Dates:	[[●], [●], [●], [●]]/[Not Applicable]
(ix)	[Initial Setting Cut-Off Date]/[Initial Averaging Cut-Off Dates]:	[As stated in Index Linked Asset Condition 1.9 (*Definitions*)]/[The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]
(x)	Valuation Dates/Averaging Dates:	Valuation Dates: / Averaging Dates:
		[●]/[Not Applicable] / [[●], [●], [●], [●]]/[Not Applicable]
		[●]/[Not Applicable] / [[●], [●], [●], [●]]/[Not Applicable]
		[●]/[Not Applicable] / [[●], [●], [●], [●]]/[Not Applicable]
(xi)	[Valuation Cut-Off Date]/[Averaging Cut-Off Date]:	[As stated in Index Linked Asset Condition 1.9 (*Definitions*)]/[The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]
(xii)	Observation Dates:	[As stated in Index Linked Asset Condition 1.9 (*Definitions*)]/[In addition to the dates stated in Index Linked Asset Condition 1.9 (*Definitions*) (if any), [●]]/[Not Applicable]
(xiii)	Observation Cut-Off Date:	[As stated in Index Linked Asset Condition 1.9 (*Definitions*)]/[The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]
(xiv)	Valuation Time:	[●]/[As stated in Index Linked Asset Condition 1.9 (*Definitions*)]
(xv)	Averaging Disruption Provisions:	[Omission]/[Postponement]/[Modified Postponement] /[Not Applicable]
(xvi)	Index Basket Provisions:	[Applicable]/[Not Applicable]
(xvii)	Index Basket Level:	[Weighted Average]/[Best-Of]/[Worst-Of]
	Common Scheduled Trading	[Applicable]/[Not Applicable]

Days:	
Common Disrupted Days:	[Applicable]/[Not Applicable]
Individual Disrupted Days:	[Applicable]/[Not Applicable]
(xviii) Look-Back Provisions:	[Applicable]/[Not Applicable]
Look-Back Observation Date(s):	[●]/[Each day in the Look-Back Observation Period]
Look-Back Observation Period:	[From and including [●] to and including [●]/[Not Applicable]
Look-Back Observation Time:	[●]/[Closing]/[Intraday]
Look-Back – Highest:	[Applicable]/[Not Applicable]
Look-Back – Lowest:	[Applicable]/[Not Applicable]
Look-Back Cap:	[●]/[Not Applicable]
Look-Back Floor:	[●]/[Not Applicable]
Alternative Pre-nominated Index for Look-Back Cap:	[●]/[Not Applicable]
Alternative Pre-nominated Index for Look-Back Floor:	[●]/[Not Applicable]
20 **Inflation Linked Interest Provisions**	[Applicable]/[Not Applicable]
(i) [Range Accrual Reference Item:	[1][2]]
(ii) Inflation Index:	[●]
(iii) Inflation Index Sponsor:	[●]
(iv) Source of information about the Inflation Index:	[●]
(v) Related Bond:	[●]/[Not Applicable]
21 **Currency Linked Interest Provisions**	[Applicable]/[Not Applicable]
(i) [Range Accrual Reference Item:	[1][2]]
(ii) Payment Date Extension	[Applicable]/[Not Applicable]
[Number of Extension Business Days:	[●]]
(iii) FX Rate(s):	
(a)(I) FX Rate [1]:	
Cross Rate:	[Applicable]/[Not Applicable]
[- Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Cross Rate Rounding Places:	[●]]
- Alternative FX Benchmark:	[●]
[(A) ISDA Determination:	[Applicable]/[Not Applicable]

	Settlement Rate Option:	[●]
(B)	FX Price Source Determination:	[Applicable]/[Not Applicable]
	Base Currency:	[●]
	Reference Currency:	[●]
	FX Price Source:	[●]
	Number of FX Settlement Days:	[●]
	FX Settlement Business Centre(s):	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]

[Base-Crossing Currency FX Rate:

- Alternative FX Benchmark:		[●]
(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]
(B)	FX Price Source Determination:	[Applicable]/[Not Applicable]
	Base Currency:	[●]
	Crossing Currency:	[●]
	FX Price Source:	[●]
	Number of FX Settlement Days:	[●]
	FX Settlement Business Centre(s):	[●]
	Base-Crossing Currency Valuation Time:	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]

Crossing-Reference Currency FX Rate:

- Alternative FX Benchmark:		[●]
(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]
(B)	FX Price Source Determination:	[Applicable]/[Not Applicable]
	Crossing Currency:	[●]

	Reference Currency:	[●]
	FX Price Source:	[●]
	Number of FX Settlement Days:	[●]
	FX Settlement Business Centre(s):	[●]
	Crossing-Reference Currency Valuation Time:	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
(II)	Weight:	[●]/[Equal Weight]
(III)	Successor Currency:	[Applicable]/[Not Applicable]
(IV)	Rebasing:	[Applicable]/[Not Applicable]
(V)	FX Disruption Fallbacks in respect of FX Rate:	[Calculation Agent Determination] [Fallback Reference Price:
		Cross Rate: [Applicable]/[Not Applicable]
		[- Crossing Currency: [●]
		Cross Rate Rounding: [Applicable]/[Not Applicable]
		- Number of Cross Rate Rounding Places: [●]]
		[Base-Crossing Currency FX Rate]:
		- Alternative FX Benchmark: [●]
		[ISDA Determination: [Applicable]/[Not Applicable]
		- Settlement Rate Option: [●]]
		[FX Price Source Determination: [Applicable]/[Not Applicable]
		Base Currency: [●]
		Crossing Currency: [●]
		- FX Price Source: [●]
		- Number of FX Settlement Days: [●]
		- FX Settlement Business Centre(s): [●]
		- Base-Crossing Currency Valuation Time: [●]
		- Reciprocal Rounding: [Applicable]/[Not Applicable]

- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Reference Currency FX Rate:]	
- Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Crossing Currency:	[●]
- Reference Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Crossing-Reference Currency Valuation Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]

[Currency-Reference Dealers]

[Other Published Sources]

[Postponement]

[Yen Calculation Agent Determination]

[Cross Rate Fallback:

Fallback Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
[- Number of Cross Rate Rounding Places:	[●]]
[Base-Crossing Currency FX Rate]:	
- Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source	[Applicable]/[Not Applicable]

	Determination:	
	- Base Currency:	[●]
	- Crossing Currency:	[●]
	- FX Price Source:	[●]
	- Number of FX Settlement Days:	[●]
	- FX Settlement Business Centre(s):	[●]
	- Base-Crossing Currency Valuation Time:	[●]
	- Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
	[Crossing-Reference Currency FX Rate:]	
	- Alternative FX Benchmark:	[●]
	[ISDA Determination:	[Applicable]/[Not Applicable]
	- Settlement Rate Option:	[●]]
	[FX Price Source Determination:	[Applicable]/[Not Applicable]
	- Crossing Currency:	[●]
	- Reference Currency:	[●]
	- FX Price Source:	[●]
	- Number of FX Settlement Days:	[●]
	- FX Settlement Business Centre(s):	[●]
	- Crossing-Reference Currency Valuation Time:	[●]
	- Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
	[EM Valuation Postponement]	
	[EM Valuation Fallback Postponement]	
(VI)	FX Disruption Fallbacks in respect of FX Administrator/Benchmark Event:	[●]/[None]

(VII)	Maximum Days of Postponement:	[●]/[Not Applicable]
(VIII)	Unscheduled Holiday:	[Applicable]/[Not Applicable]
	[Maximum Days of Unscheduled Holiday Postponement:	[●]]
(IX)	Maximum Days of EM Valuation Postponement:	[●]/[Not Applicable]
(X)	Maximum Days of EM Valuation Fallback Postponement:	[●]/[Not Applicable]
(XI)	Cumulative Events:	[Applicable]/[Not Applicable]
(XII)	Maximum Days of Cumulative Postponement:	[●]/[Not Applicable]]

(b)(I) [FX Rate [●]:

	Cross Rate:	[Applicable]/[Not Applicable]
	- [Crossing Currency:	[●]
	Cross Rate Rounding:	[Applicable]/[Not Applicable]
	- Number of Cross Rate Rounding Places:	[●]]
	- Alternative FX Benchmark:	[●]
	[(A) ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]
	(B) FX Price Source Determination:	[Applicable]/[Not Applicable]
	Base Currency:	[●]
	Reference Currency:	[●]
	FX Price Source:	[●]
	Number of FX Settlement Days:	[●]
	FX Settlement Business Centre(s):	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
	[Base-Crossing Currency FX Rate:	
	- Alternative FX Benchmark:	[●]
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]
	(B) FX Price Source Determination:	[Applicable]/[Not Applicable]

	Base Currency:	[●]
	Crossing Currency:	[●]
	FX Price Source:	[●]
	Number of FX Settlement Days:	[●]
	FX Settlement Business Centre(s):	[●]
	Base-Crossing Currency Valuation Time:	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]
Crossing-Reference Currency FX Rate:		
Alternative FX Benchmark:		[●]
(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]
(B)	FX Price Source Determination:	[Applicable]/[Not Applicable]
	Crossing Currency:	[●]
	Reference Currency:	[●]
	FX Price Source:	[●]
	Number of FX Settlement Days:	[●]
	FX Settlement Business Centre(s):	[●]
	Crossing-Reference Currency Valuation Time:	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
(II)	Weight:	[●]/[Equal Weight]
(III)	Successor Currency:	[Applicable]/[Not Applicable]
(IV)	Rebasing:	[Applicable]/[Not Applicable]
(V)	FX Disruption Fallbacks in respect of FX Rate:	[Calculation Agent Determination] [Fallback Reference Price:
		Cross Rate: [Applicable]/[Not Applicable]
		[- Crossing Currency: [●]
		Cross Rate Rounding: [Applicable]/[Not Applicable]
		- Number of Cross [●]]

Rate Rounding Places:	
[Base-Crossing Currency FX Rate]:	
- Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
Base Currency:	[●]
Crossing Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Base-Crossing Currency Valuation Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Reference Currency FX Rate:]	
- Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Crossing Currency:	[●]
- Reference Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]

- FX Settlement Business Centre(s):	[●]
- Crossing-Reference Currency Valuation Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]

[Currency-Reference Dealers]

[Other Published Sources]

[Postponement]

[Yen Calculation Agent Determination]

[Cross Rate Fallback:

Fallback Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
[- Number of Cross Rate Rounding Places:	[●]]
[Base-Crossing Currency FX Rate]:	
- Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Base Currency:	[●]
- Crossing Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Base-Crossing Currency Valuation Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]

	- Number of Reciprocal Rounding Places:	[●]]
	[Crossing-Reference Currency FX Rate:]	
	- Alternative FX Benchmark:	[●]
	[ISDA Determination:	[Applicable]/[Not Applicable]
	- Settlement Rate Option:	[●]]
	[FX Price Source Determination:	[Applicable]/[Not Applicable]
	- Crossing Currency:	[●]
	- Reference Currency:	[●]
	- FX Price Source:	[●]
	- Number of FX Settlement Days:	[●]
	- FX Settlement Business Centre(s):	[●]
	- Crossing-Reference Currency Valuation Time:	[●]
	- Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
	[EM Valuation Postponement]	
	[EM Valuation Fallback Postponement]	
(VI)	FX Disruption Fallbacks in respect of FX Administrator/Benchmark Event:	[●]
(VII)	Maximum Days of Postponement:	[●]/[Not Applicable]
(VIII)	Unscheduled Holiday:	[Applicable]/[Not Applicable]
	[Maximum Days of Unscheduled Holiday Postponement:	[●]]
(IX)	Maximum Days of EM Valuation Postponement:	[●]/[Not Applicable]
(X)	Maximum Days of EM Valuation Fallback	[●]/[Not Applicable]

	Postponement:	
(XI)	Cumulative Events:	[Applicable]/[Not Applicable]
(XII)	Maximum Days of Cumulative Postponement:	[●]/[Not Applicable]]
(iv)	Principal Financial Centre(s):	[●]/[As stated in Currency Linked Asset Condition 3.11]
(v)	FX Reference Banks:	[●]
(vi)	FX Basket Level:	[Weighted Average]/[Best-Of]/[Worst-Of]/[Not Applicable]
(vii)	FX Disruption Events:	[Benchmark Obligation Default] [Price Materiality] [Currency Replacement] [Dual Exchange Rate] [Governmental Authority Event] [Illiquidity] [Inconvertibility] [Non-Transferability] [Price Source Disruption]
(viii)	Benchmark Obligation:	[●]/[Not Applicable]
(ix)	Price Materiality:	[Applicable]/[Not Applicable]
	- Primary Rate:	[●]
	- Secondary Rate:	[●]
	- Price Materiality Percentage:	[●]
(x)	Initial Setting Date:	[●]/[Not Applicable]
(xi)	Initial Averaging Dates:	[[●], [●], [●], [●]]/[Not Applicable]
(xii)	Valuation Dates/Averaging Dates:	Valuation Dates: / Averaging Dates:
		[●]/[Not Applicable] / [[●], [●], [●], [●]]/[Not Applicable]
		[●]/[Not Applicable] / [[●], [●], [●], [●]]/[Not Applicable]
		[●]/[Not Applicable] / [[●], [●], [●], [●]]/[Not Applicable]
(xiii)	Observation Dates:	[As stated in Currency Linked Asset Condition 3.10]/[In addition to the dates stated in Currency Linked Asset Condition 3.10 (*Definitions*) [●]]/[Not Applicable]
(xiv)	Valuation Time:	[●]/[As stated in Currency Linked Asset Condition 3.10 (*Definitions*)]
(xv)	Look-Back Provisions:	[Applicable]/[Not Applicable]
	Look-Back Observation Date(s):	[●]/[Each day in the Look-Back Observation Period]
	Look-Back Observation Period:	[From and including [●] to and including [●]/[Not Applicable]
	Look-Back Observation Time:	[●]/[Intraday]
	Look-Back – Highest:	[Applicable]/[Not Applicable]

Look-Back – Lowest:	[Applicable]/[Not Applicable]
Look-Back Cap:	[●]/[Not Applicable]
Look-Back Floor:	[●]/[Not Applicable]
Alternative Pre-nominated Index for Look-Back Cap:	[●]/[Not Applicable]
Alternative Pre-nominated Index for Look-Back Floor:	[●]/[Not Applicable]

22 **Commodity Linked Interest Provisions** [Applicable]/[Not Applicable]

(i) [Range Accrual Reference Item: [1][2]]

(ii) Payment Date Extension [Applicable]/[Not Applicable]

(iii) [Number of Extension Business Days: [●]]

(iv) Relevant Commodities/Commodity Indices:

Relevant Commodity/ Commodity Index:	Commodity Reference Price:	Fallback Reference Price(s):	Price Source(s):	Weight:	Exchange(s):	Specified Price:	Delivery Date:	Alternative Pre-nominated Commodity Index
[●]	[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[high price] [low price] [average of the high price and the low price] [closing price] [opening price] [bid price] [asked price] [average of the bid price and the asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [spot price]	[●]/[Not Applicable]	[●]/Not Applicable
[●]	[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[high price] [low price] [average of the high price and the low price] [closing price] [opening price] [bid price] [asked price] [average of the bid price and the asked price] [settlement price] [official settlement price] [official price]	[●]/[Not Applicable]	[●]/Not Applicable

						[morning fixing] [afternoon fixing] [spot price]		
[●]	[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[high price] [low price] [average of the high price and the low price] [closing price] [opening price] [bid price] [asked price] [average of the bid price and the asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [spot price]	[●]/[Not Applicable]	[●]/Not Applicable

(v)	Commodity Index Sponsor:	[●]
(vi)	Bullion Business Centre:	[●]/[Not Applicable]
(vii)	Bullion Delivery Location:	[●]/[Not Applicable]
(viii)	Commodity Basket Level:	[Weighted Average]/[Best-Of]/[Worst-Of]/[Not Applicable]
(ix)	Maximum Days of Disruption:	[●]
(x)	Common Pricing:	[Applicable]/[Not Applicable]
(xi)	Commodity Market Disruption Events:	
	Price Source Disruption:	[Applicable]/[Not Applicable]
	Trading Disruption:	[Applicable]/[Not Applicable]
	Disappearance of Commodity Reference Price:	[Applicable]/[Not Applicable]
	Material Change in Formula:	[Applicable]/[Not Applicable]
	Material Change in Content:	[Applicable]/[Not Applicable]
	Tax Disruption:	[Applicable]/[Not Applicable]
	Index Price Source Disruption:	[Applicable]/[Not Applicable]
	Index Trading Disruption:	[Applicable]/[Not Applicable]
	Closing Price Volatility:	[Applicable]/[Not Applicable]
(xii)	Correction of Commodity Prices:	[Applicable]/[Not Applicable]
	[Correction Cut-Off Date:	In respect of each Reference Date or Averaging Reference Date, the earlier of: (i) [●] [Commodity]/[Bullion] Business Days following such Reference Date or Averaging Reference Date, and (ii) [●] [Commodity]/[Bullion] Business Days prior to the Interest Payment Date immediately following such Reference Date or Averaging Reference Date]/[●]]
(xiii)	[Commodity Index Disclaimer:	[●]]

(xiv)	Initial Setting Date:	[●]/[Not Applicable]	
(xv)	Initial Averaging Dates:	[[●], [●], [●], [●]]/[Not Applicable]	
(xvi)	Valuation Dates/Averaging Dates:	Valuation Dates:	Averaging Dates:
		[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
		[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
		[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
(xvii)	Observation Dates:	[As stated in Commodity Linked Asset Condition 4.8 (*Definitions*)]/[In addition to the dates in Commodity Linked Asset Condition 4.8 (*Definitions*), [●]]/[Not Applicable]	
(xviii)	Valuation Time:	[●]/[As stated in Commodity Linked Asset Condition 4.8 (*Definitions*)]	
(xix)	Look-Back Provisions:	[Applicable]/[Not Applicable]	
	Look-Back Observation Date(s):	[●]/[Each day in the Look-Back Observation Period]	
	Look-Back Observation Period:	[From and including [●] to and including [●]/[Not Applicable]	
	Look-Back Observation Time:	[●]/[Intraday]	
	Look-Back – Highest:	[Applicable]/[Not Applicable]	
	Look-Back – Lowest:	[Applicable]/[Not Applicable]	
	Look-Back Cap:	[●]/[Not Applicable]	
	Look-Back Floor:	[●]/[Not Applicable]	
	Alternative Pre-nominated Index for Look-Back Cap:	[●]/[Not Applicable]	
	Alternative Pre-nominated Index for Look-Back Floor:	[●]/[Not Applicable]	
23	**Rate Linked Interest Provisions**	[Applicable]/[Not Applicable]	
(i)	[Range Accrual Reference Item:	[1][2]]	
(ii)	Payment Date Extension:	[Applicable]/[Not Applicable]	
	[Number of Extension Business Days:	[●]]	
(iii)	Underlying Rate(s):		
(a)	Underlying Rate [1]:		
	(I) Underlying Rate:	[●]	
	(II) Weight:	[●]/[Equal Weight]	
	(III) Underlying Rate Jurisdiction:	[●]	
	(IV) ISDA Determination:	[Applicable]/[Not Applicable]	

	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(V)	Screen Rate Determination:	[Applicable– Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/ [STIBOR]/[SIBOR]/ [TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/ [SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(VI)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(VII)	Alternative Pre-nominated Benchmark Rate:	[●]
(VIII)	Rates Variance	[Applicable]/[Not Applicable]

Determination:

Underlying Rate$_1$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable]/[Not Applicable]
	Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]

	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]
Underlying Rate$_2$:		
(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate	[Applicable]/[Not Applicable]

	Determination:	
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s)	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market	[●]
	(D) Alternative Pre-nominated Benchmark Rate:	[●]

(b) [Underlying Rate [●]:

(I)	Underlying Rate:	[●]
(II)	Weight:	[●]/[Equal Weight]
(III)	Underlying Rate Jurisdiction:	[●]
(IV)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(V)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back	[[●]/Not Applicable]

	Period:	
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(VI)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(VII)	- Alternative Pre-nominated Benchmark Rate:	[●]
(VIII)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	Underlying Rate$_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable– Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified	[[●] per cent per annum]/[Not Applicable]

	Underlying Rate:	
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

Underlying Rate$_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable– Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Interest Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (Definitions)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]

	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

(iv)	Underlying Rate Basket Level:	[Weighted Average]/[Best-Of]/[Worst-Of]/[Not Applicable]	
(v)	Initial Setting Date:	[●]/[Not Applicable]	
(vi)	Initial Averaging Dates:	[[●], [●], [●], [●]]/[Not Applicable]	
(vii)	Valuation Dates/Averaging Dates:	Valuation Dates:	Averaging Dates:
		[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
		[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
		[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
(viii)	Observation Dates:	[As stated in Rate Linked Asset Condition 5.7 (*Definitions*)]/[In addition to the dates in Rate Linked Asset Condition 5.7, [●]]/[Not Applicable]	
(ix)	Valuation Time:	[●]/[As stated in Rate Linked Asset Condition 5.7 (*Definitions*)]	
(x)	Look-Back Provisions:	[Applicable]/[Not Applicable]	
	Look-Back Observation Date(s):	[●]/[Each day in the Look-Back Observation Period]	
	Look-Back Observation Period:	[From and including [●] to and including [●]/[Not Applicable]	
	Look-Back Observation Time:	[●]/[Intraday]	
	Look-Back – Highest:	[Applicable]/[Not Applicable]	
	Look-Back – Lowest:	[Applicable]/[Not Applicable]	
	Look-Back Cap:	[●]/[Not Applicable]	
	Look-Back Floor:	[●]/[Not Applicable]	
	Alternative Pre-nominated Index for Look-Back Cap:	[●]/[Not Applicable]	
	Alternative Pre-nominated	[●]/[Not Applicable]	

	Index for Look-Back Floor:	
24	**Multi-Asset Basket Linked Interest Provisions**	[Applicable]/[Not Applicable]
	(i) [Range Accrual Reference Item:	[1][2]]
	(ii) Payment Date Extension:	[Applicable]/[Not Applicable]
	(iii) [Number of Extension Business Days:	[●]]
	(iv) Reference Item [1]/[●]:	
	(a) Type of Reference Item:	[Index]/[FX Rate]/[Relevant Commodity]/[Commodity Index]/[Underlying Rate]
	(b) Weight:	[●]/[Equal Weight]
	[Index Provisions:	
	(a) Index:	[●]
	(b) Index Sponsor:	[●]
	(c) Source of information about the Index:	[●]
	(d) Exchange(s):	[●]
	(e) Related Exchange(s):	[●]/[All Exchanges]
	(f) Multi-Exchange Index:	[Applicable]/[Not Applicable]
	(g) Threshold Percentage:	[Applicable]/[Not Applicable]
	(h) Correction of Index Levels:	[Applicable]/[Not Applicable]
	(i) [Correction Cut-Off Date:	In respect of each Reference Date or Averaging Reference Date, the earlier of: (i) [●] [Common] Scheduled Trading Days following such Reference Date or Averaging Reference Date, and (ii) [●][Common] Scheduled Trading Days prior to the Interest Payment Date immediately following such Reference Date or Averaging Reference Date]/[●]]
	(j) Alternative Pre-nominated Index:	[●]/[Not Applicable]]
	[Currency Provisions:	
	(a) FX Rate:	
	Cross Rate:	[Applicable]/[Not Applicable]
	[- Crossing Currency:	[●]
	Cross Rate Rounding:	[Applicable]/[Not Applicable]
	- Number of Cross Rate Rounding Places:	[●]]
	Alternative FX Benchmark:	[●]
	(b) [ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]
	(c) FX Price Source Determination:	[Applicable]/[Not Applicable]

Base Currency:	[●]
Reference Currency:	[●]
FX Price Source:	[●]
Number of FX Settlement Days:	[●]
FX Settlement Business Centre(s):	[●]
Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]

[Base-Crossing Currency FX Rate:

Alternative FX Benchmark:	[●]
(a) ISDA Determination:	[Applicable]/[Not Applicable]
Settlement Rate Option:	[●]
(b) FX Price Source Determination:	[Applicable]/[Not Applicable]
Base Currency:	[●]
Crossing Currency:	[●]
FX Price Source:	[●]
Number of FX Settlement Days:	[●]
FX Settlement Business Centre(s):	[●]
Base-Crossing Currency Valuation Time:	[●]
Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]

Crossing-Reference Currency FX Rate:

Alternative FX Benchmark:	[●]
(a) ISDA Determination:	[Applicable]/[Not Applicable]
Settlement Rate Option:	[●]
(b) FX Price Source Determination:	[Applicable]/[Not Applicable]
Crossing Currency:	[●]
Reference Currency:	[●]
FX Price Source:	[●]
Number of FX Settlement Days:	[●]
FX Settlement Business Centre(s):	[●]

	Crossing-Reference Currency Valuation Time:	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
(c)	Successor Currency:	[Applicable]/[Not Applicable]
(d)	Rebasing:	[Applicable]/[Not Applicable]
(e)	Disruption Fallbacks in respect of FX Rate:	[Calculation Agent Determination] [Currency-Reference Dealers] [Other Published Sources] [Postponement] [Yen Calculation Agent Determination] [EM Valuation Postponement] [EM Valuation Fallback Postponement] [Fallback Reference Price:
		Cross Rate: [Applicable]/[Not Applicable]
		[- Crossing Currency: [●]
		Cross Rate Rounding: [Applicable]/[Not Applicable]
		- Number of Cross Rate Rounding Places: [●]]
		[Base-Crossing Currency FX Rate]:
		Alternative FX Benchmark: [●]
		[ISDA Determination: [Applicable]/[Not Applicable]
		- Settlement Rate Option: [●]]
		[FX Price Source Determination: [Applicable]/[Not Applicable]
		Base Currency: [●]
		Crossing Currency: [●]
		- FX Price Source: [●]
		- Number of FX Settlement Days: [●]
		- FX Settlement Business Centre(s): [●]
		- Base-Crossing Currency Valuation Time: [●]
		- Reciprocal Rounding: [Applicable]/[Not Applicable]
		- Number of Reciprocal [●]]

Rounding Places:	
[Crossing-Reference Currency FX Rate:]	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Crossing Currency:	[●]
- Reference Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Crossing-Reference Currency Valuation Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Cross Rate Fallback:	
Fallback Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
[- Number of Cross Rate Rounding Places:	[●]]
[Base-Crossing Currency FX Rate]:	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Base Currency:	[●]
- Crossing Currency:	[●]
- FX Price Source:	[●]

	- Number of FX Settlement Days:	[●]
	- FX Settlement Business Centre(s):	[●]
	- Base-Crossing Currency Valuation Time:	[●]
	- Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
	[Crossing-Reference Currency FX Rate:]	
	Alternative FX Benchmark:	[●]
	[ISDA Determination:	[Applicable]/[Not Applicable]
	- Settlement Rate Option:	[●]]
	[FX Price Source Determination:	[Applicable]/[Not Applicable]
	- Crossing Currency:	[●]
	- Reference Currency:	[●]
	- FX Price Source:	[●]
	- Number of FX Settlement Days:	[●]
	- FX Settlement Business Centre(s):	[●]
	- Crossing-Reference Currency Valuation Time:	[●]
	- Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
(f)	FX Disruption Fallbacks in respect of FX Administrator/Benchmark Event:	[●]/[None]
(g)	Maximum Days of Postponement:	[●]/[Not Applicable]
(h)	Unscheduled Holiday:	[Applicable]/[Not Applicable]
	[Maximum Days of Unscheduled Holiday	[●]]

	Postponement:	
(i)	Maximum Days of EM Valuation Postponement:	[●]/[Not Applicable]
(j)	Maximum Days of EM Valuation Fallback Postponement:	[●]/[Not Applicable]
(k)	Cumulative Events:	[Applicable]/[Not Applicable]
(l)	Maximum Days of Cumulative Postponement:	[●]/[Not Applicable]
(m)	Principal Financial Centre(s):	[●]/[As stated in Currency Linked Asset Condition 3.11]
(n)	FX Reference Banks:	[●]
(o)	FX Disruption Events:	[Benchmark Obligation Default] [Price Materiality] [Currency Replacement] [Dual Exchange Rate] [Governmental Authority Event] [Illiquidity] [Inconvertibility] [Non-Transferability] [Price Source Disruption]
(p)	Benchmark Obligation:	[●]/[Not Applicable]
(q)	Price Materiality:	[Applicable]/[Not Applicable]
	- Primary Rate:	[●]
	- Secondary Rate:	[●]
	- Price Materiality Percentage:	[●]]
[Commodity Provisions:		
(a)	Relevant Commodity/Commodity Index:	[●]
(b)	Commodity Reference Price:	[●]
(c)	Price Source:	[●]
(d)	Exchange(s):	[●]
(e)	Specified Price:	[high price] [low price] [average of the high price and the low price] [closing price] [opening price] [bid price] [asked price] [average of the bid price and the asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing]

		[spot price]
(f)	Delivery Date:	[●]
(g)	Commodity Index Sponsor:	[●]
(h)	Bullion Business Centre:	[●]/[Not Applicable]
(i)	Bullion Delivery Location:	[●]/[Not Applicable]
(j)	Maximum Days of Disruption:	[●]
(k)	Commodity Market Disruption Events:	
	Price Source Disruption:	[Applicable]/[Not Applicable]
	Trading Disruption:	[Applicable]/[Not Applicable]
	Disappearance of Commodity Reference Price:	[Applicable]/[Not Applicable]
	Material Change in Formula:	[Applicable]/[Not Applicable]
	Material Change in Content:	[Applicable]/[Not Applicable]
	Tax Disruption:	[Applicable]/[Not Applicable]
	Index Price Source Disruption:	[Applicable]/[Not Applicable]
	Index Trading Disruption:	[Applicable]/[Not Applicable]
	Closing Price Volatility:	[Applicable]/[Not Applicable]
(l)	Correction of Commodity Prices:	[Applicable]/[Not Applicable]
	[Correction Cut-Off Date:	In respect of each Reference Date or Averaging Reference Date, the earlier of: (i) [●] [Commodity]/[Bullion] Business Days following such Reference Date or Averaging Reference Date, and (ii) [●] [Commodity]/[Bullion] Business Days prior to the Interest Payment Date immediately following such Reference Date or Averaging Reference Date]/[●]]
(m)	[Commodity Index Disclaimer:	[●]]
(n)	Alternative Pre-nominated Commodity Index:	[●]/[Not Applicable]]
[Rate Provisions:		
(a)	Underlying Rate:	[●]
(b)	Underlying Rate Jurisdiction:	[●]
(c)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(d)	Screen Rate Determination:	[Applicable– Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/

		[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(e)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(f)	Alternative Pre-nominated Benchmark Rate:	[●]
(g)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	Underlying $Rate_1$:	
(h)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(i)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]

	- Specified Underlying Rate	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate: Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(j)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(k)	Alternative Pre-nominated Benchmark Rate:	[●]
	Underlying Rate$_2$:	
(l)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(m)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day

	Determination Date(s):	in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(n)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(o)	Alternative Pre-nominated Benchmark Rate:	[●]
(v)	Multi-Asset Basket Level:	[Weighted Average]/[Best-Of]/[Worst-Of]
(vi)	Common Scheduled Trading Days:	[Applicable]/[Not Applicable]
(vii)	Common Disrupted Days:	[Applicable]/[Not Applicable]
(viii)	Individual Disrupted Days:	[Applicable]/[Not Applicable]
(ix)	Initial Setting Date:	[●]/[Not Applicable]
(x)	Initial Averaging Dates:	[[●], [●], [●], [●]]/[Not Applicable]
(xi)	[Initial Setting Cut-Off Date]/[Initial Averaging Cut-Off Dates]:	[As stated in Multi-Asset Basket Linked Asset Condition 6.9 (*Definitions*)]/[The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]
(xii)	Valuation Dates/Averaging Dates:	Valuation Dates: Averaging Dates:

	[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
	[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
	[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
(xiii) [Valuation Cut-Off Date]/[Averaging Cut-Off Date]:	[As stated in Multi-Asset Basket Linked Asset Condition 6.9 (*Definitions*)]/[The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]	
(xiv) Observation Dates:	[As stated in Multi-Asset Basket Linked Asset Condition 6.9 (*Definitions*)]/[In addition to the dates in Multi-Asset Basket Linked Asset Condition 6.9 (*Definitions*), [●]]/[Not Applicable]	
(xv) Observation Cut-Off Date:	[As stated in Multi-Asset Basket Linked Asset Condition 6.9 (*Definitions*)]/[The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]	
(xvi) Valuation Time:	[●]/[As stated in Multi-Asset Basket Linked Asset Condition 6.9 (*Definitions*)]	
(xvii) Averaging Disruption Provisions:	[Omission]/[Postponement]/[Modified Postponement]/[Not Applicable]	
(xviii) Look-Back Provisions:	[Applicable]/[Not Applicable]	
Look-Back Observation Date(s):	[●]/[Each day in the Look-Back Observation Period]	
Look-Back Observation Period:	[From and including [●] to and including [●]/[Not Applicable]	
Look-Back Observation Time:	[●]/[Intraday]	
Look-Back – Highest:	[Applicable]/[Not Applicable]	
Look-Back – Lowest:	[Applicable]/[Not Applicable]	
Look-Back Cap:	[●]/[Not Applicable]	
Look-Back Floor:	[●]/[Not Applicable]	
Alternative Pre-nominated Index for Look-Back Cap:	[●]/[Not Applicable]	
Alternative Pre-nominated Index for Look-Back Floor:	[●]/[Not Applicable]	
25 **Structured Floating Rate Coupon**	[Applicable]/[Not Applicable]	
(i) Interest Commencement Date:	[●]	
(ii) Interest Period Date(s):	[●]	
(iii) Interest Payment Date(s):	[●]	
(iv) Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day	

		Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
(v)	Party responsible for calculating the interest due (if not the Calculation Agent):	[●]
(vi)	Relevant Rate:	
(a)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent. per annum][Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Base General Condition 2 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks	[●]

	Number:	
	- CMS Relevant Interbank Market:	[●]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant Rate$_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
	(C) CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)

	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant Rate$_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]

- CMS Designated Maturity:	[●]
- CMS Screen Page:	[●]
- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
- CMS Determination Date:	[●]
- CMS Business Centre(s):	[●]
- CMS Reference Banks Number:	[●]
- CMS Relevant Interbank Market:	[●]
(D) Alternative Pre-nominated Benchmark Rate:	[●]

(vii) Day Count Fraction: [Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360] [30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]

(viii) Leverage: [Applicable]/[Not Applicable]

Interest Accrual Period:	Leverage:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(ix) Margin: [Applicable]/[Not Applicable]

Interest Accrual Period:	Margin:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(x) Cap: [Applicable]/[Not Applicable]

[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:

[[●] per cent. per annum]

[[●] per cent. of] the following rate:

(a)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(c)	CMS Rate	[Applicable]/[Not Applicable]

	Determination:	
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant Rate[1]:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]

	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]

	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]
- Relevant Rate$_2$:		
(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation	[[●]/Not Applicable]

	Look-back Period:	
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:

[●]	[●]

(xi) Floor: [Applicable]/[Not Applicable]

	Interest Accrual Period:	Floor:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]

26	**Inverse Floating Rate Coupon**	[Applicable]/[Not Applicable]
(i)	Interest Commencement Date:	[●]
(ii)	Interest Period Date(s):	[●]
(iii)	Interest Payment Date(s):	[●]
(iv)	Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]

(v)	Fixed Rate of Interest:	Interest Accrual Period:	Fixed Rate of Interest:
		[●][All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
		[●]	[●]
		[●]	[●]

(vi)	Party responsible for calculating the interest due (if not the Calculation Agent):	[●]
(vii)	Relevant Rate:	
(a)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/ [STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]

	- Specified Underlying Rate:	[[●] per cent. per annum][Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant $Rate_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying	[[●] per cent per annum]/[Not Applicable]

	Rate:	
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]
- Relevant Rate[2]:		
(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable– Term Rate/Applicable – Overnight Rate]/[Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/

		[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]
(viii)	Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]
(ix)	Leverage:	[Applicable]/[Not Applicable]

Interest Accrual Period:	Leverage:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(x) Cap: [Applicable]/[Not Applicable]

[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:

[[●] per cent. per annum]

[[●] per cent. of] the following rate:

(a)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]

	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant Rate$_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]

	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS	[●] [a.m.]/[p.m.]([●] time)

	Reference Time:	
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant Rate$_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation	[●]

	Date(s):	
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[●]	[●]
(xi) Floor:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Floor:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
27 **Fixed Rate Step-Up/Step-Down Coupon**	[Applicable]/[Not Applicable]	
(i) Rate of Interest:	Interest Accrual Period:	Rate of Interest:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
(ii) Interest Commencement Date:	[●]	
(iii) Interest Period Date(s):	[●]	
(iv) Interest Payment Date(s):	[●]	
(v) [Broken Amount(s)]:	[●] per Calculation Amount, payable on the Interest Payment Date falling [in]/[on] [●]	
(vi) Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]	
(vii) Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]	
28 **Fixed to Floating Coupon**	[Applicable]/[Not Applicable]	
(i) Interest Commencement Date:	[●]	
(ii) Coupon Flip Date:	[●]	

Fixed Rate Provisions

(i)	Fixed Rate of Interest:	Interest Accrual Period:	Fixed Rate of Interest:
		[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
		[●]	[●]
		[●]	[●]
(ii)	Interest Period Date(s):	[●]	
(iii)	Interest Payment Date(s):	[●]	
(iv)	[Fixed Coupon Amount[(s)]]:	[●] per Calculation Amount	
(v)	[Broken Amount(s)]:	[●] per Calculation Amount, payable on the Interest Payment Date falling [in]/[on] [●]	
(vi)	Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]	
(vii)	Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]	

Floating Rate Provisions

(i)	Interest Period Date(s):	[●]
(ii)	Interest Payment Date(s):	[●]
(iii)	Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
(iv)	Party responsible for calculating the interest due (if not the Calculation Agent):	[●]
(v)	Relevant Rate:	
(a)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]

(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent. per annum][Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant $Rate_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate	[Applicable – Term Rate/Applicable – Overnight Rate/Not

	Determination:	Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant $Rate_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]

	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-	[●]

	nominated Benchmark Rate:	
(vi) Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]	
(vii) Leverage:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Leverage:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
(viii) Margin:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Margin:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
(ix) Cap:	[Applicable]/[Not Applicable]	
	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[[●] per cent. per annum]	
	[[●] per cent. of] the following rate:	
	(a) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(b) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP

		LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]]

(d)	Alternative Pre-nominated Benchmark Rate:		[●]
(e)	Rates Variance Determination:		[Applicable]/[Not Applicable]
	- Relevant Rate$_1$:		
	(A)	ISDA Determination:	[Applicable]/[Not Applicable]
		- Floating Rate Option:	[●]
		- Designated Maturity:	[●]
		- Reset Date:	[●]
	(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
		- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
		- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
		- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
		- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
		- Valuation Date(s):	[●]
		- Relevant Screen Page:	[●]
		- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
		- Observation Method:	[Lag/Lock-out]/[Not Applicable]
		- Observation Look-back Period:	[[●]/Not Applicable]

	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant Rate$_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]

	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]

	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
	(D) Alternative Pre-nominated Benchmark Rate:	[●]
	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[●]	[●]
(x) Floor:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Floor:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
29 **Floating to Fixed Coupon**	[Applicable]/[Not Applicable]	
(i) Interest Commencement Date:	[●]	
(ii) Coupon Flip Date:	[●]	
<u>Floating Rate Provisions</u>		
(i) Interest Period Date(s):	[●]	

(ii)	Interest Payment Date(s):	[●]
(iii)	Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
(iv)	Party responsible for calculating the interest due (if not the Calculation Agent):	[●]
(v)	Relevant Rate:	
	(a) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(b) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent. per annum][Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
	(c) CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]

	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
- Relevant $Rate_1$:		
(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]

	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant Rate$_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back	[[●]/Not Applicable]

	Period:	
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

(vi) Day Count Fraction: [Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]

(vii) Leverage: [Applicable]/[Not Applicable]

Interest Accrual Period:	Leverage:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(viii) Margin: [Applicable]/[Not Applicable]

Interest Accrual Period:	Margin:
[●]/[All Interest Accrual Periods falling in the	[●]

	period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	
	[●]	[●]
	[●]	[●]
(ix) Cap:	[Applicable]/[Not Applicable]	
	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[[●] per cent. per annum]	
	[[●] per cent. of] the following rate:	
	(a) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(b) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]

	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant $Rate_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation	[Weighted Average/Compounded

	Method:	Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS	[●]

	Designated Maturity:	
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant Rate$_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF

		LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS	[●] [a.m.]/[p.m.]([●] time)

	Reference Time:	
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
	(D) Alternative Pre-nominated Benchmark Rate:	[●]

	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[●]	[●]
(x) Floor:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Floor:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]

Fixed Rate Provisions

(i) Fixed Rate of Interest:	Interest Accrual Period:	Fixed Rate of Interest:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
(ii) Interest Period Date(s):	[●]	

(iii)	Interest Payment Date(s):	[●]
(iv)	[Fixed Coupon Amount[(s)]]:	[●] per Calculation Amount
(v)	[Broken Amount(s)]:	[●] per Calculation Amount, payable on the Interest Payment Date falling [in]/[on] [●]
(vi)	Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]
(vii)	Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
30	**Fixed to Floating Switchable Coupon**	[Applicable]/[Not Applicable]
(i)	Interest Commencement Date:	[●]
(ii)	Coupon Switch Date:	[●]
(iii)	Minimum Notice Period	[●]

<u>Fixed Rate Provisions</u>

(i)	Fixed Rate of Interest:	Interest Accrual Period:	Fixed Rate of Interest:
		[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
		[●]	[●]
		[●]	[●]
(ii)	Interest Period Date(s):	[●]	
(iii)	Interest Payment Date(s):	[●]	
(iv)	[Fixed Coupon Amount[(s)]]:	[●] per Calculation Amount	
(v)	[Broken Amount(s)]:	[●] per Calculation Amount, payable on the Interest Payment Date falling [in]/[on] [●]	
(vi)	Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]	
(vii)	Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day	

		Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
Floating Rate Provisions		
(i)	Interest Period Date(s):	[●]
(ii)	Interest Payment Date(s):	**[●]**
(iii)	Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
(iv)	Party responsible for calculating the interest due (if not the Calculation Agent):	[●]
(v)	Relevant Rate:	
(a)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/SOFR]
	- Specified Underlying Rate:	[[●] per cent. per annum][Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]

(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant $Rate_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]

	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant Rate$_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]

	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

(vi) Day Count Fraction: [Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]

(vii) Leverage: [Applicable]/[Not Applicable]

Interest Accrual Period:	Leverage:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(viii) Margin: [Applicable]/[Not Applicable]

Interest Accrual Period:	Margin:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but	[●]

excluding] [●]]

[●] [●]

[●] [●]

(ix) Cap: [Applicable]/[Not Applicable]

[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:

[[●] per cent. per annum]

[[●] per cent. of] the following rate:

(a)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]

	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant Rate$_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference	[●] [month] [GBP

	Rate:	LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]

	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant Rate$_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/SOF

		R]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)

	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
	(D) Alternative Pre-nominated Benchmark Rate:	[●]
	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[●]	[●]
(x) Floor:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Floor:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
31 **Floating to Fixed Switchable Coupon**	[Applicable]/[Not Applicable]	
(i) Interest Commencement Date:	[●]	
(ii) Coupon Switch Date:	[●]	
(iii) Minimum Notice Period:	[●]	
<u>Floating Rate Provisions</u>		
(i) Interest Period Date(s):	[●]	
(ii) Interest Payment Date(s):	**[●]**	
(iii) Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention	

		(Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
(iv)	Party responsible for calculating the interest due (if not the Calculation Agent):	[●]
(v)	Relevant Rate:	
(a)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/ [STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent. per annum][Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[●][months][calendar days]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank	[●]

	Market:	
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant Rate$_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
	(C) CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]

	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant Rate$_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]

	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

(vi) Day Count Fraction: [Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]

(vii) Leverage: [Applicable]/[Not Applicable]

Interest Accrual Period:	Leverage:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(viii) Margin: [Applicable]/[Not Applicable]

Interest Accrual Period:	Margin:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(ix) Cap: [Applicable]/[Not Applicable]

[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:

[[●] per cent. per annum]

[[●] per cent. of] the following rate:

(a)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated	[●]

	Maturity:	
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant Rate[1]:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of

	each Reference Period] [●]
- Valuation Date(s):	[●]
- Relevant Screen Page:	[●]
- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
- Observation Method:	[Lag/Lock-out]/[Not Applicable]
- Observation Look-back Period:	[[●]/Not Applicable]
- D:	[365/360/[●]]
- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C) CMS Rate Determination:	[Applicable]/[Not Applicable]
- CMS Currency:	[●]
- CMS Designated Maturity:	[●]
- CMS Screen Page:	[●]
- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
- CMS Determination Date:	[●]
- CMS Business Centre(s):	[●]
- CMS Reference Banks Number:	[●]
- CMS Relevant Interbank Market:	[●]

(D)	Alternative Pre-nominated Benchmark Rate:	[●]
- Relevant Rate$_2$:		
(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not

	Market:	Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

(x) Floor:

[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:

Interest Accrual Period:	Floor:
[●]	[●]

[Applicable]/[Not Applicable]

Interest Accrual Period:	Floor:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]

	[●]	[●]
	[●]	[●]

Fixed Rate Provisions

(i) Fixed Rate of Interest:	Interest Accrual Period:	Fixed Rate of Interest:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
(ii) Interest Period Date(s):	[●]	
(iii) Interest Payment Date(s):	**[●]**	
(iv) [Fixed Coupon Amount[(s)]]:	[●] per Calculation Amount	
(v) [Broken Amount(s)]:	[●] per Calculation Amount, payable on the Interest Payment Date falling [in]/[on] [●]	
(vi) Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]	
(vii) Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]	
32 **Fixed Rate Range Accrual Coupon**	[Applicable]/[Not Applicable]	
(i) Interest Commencement Date:	[●]	
(ii) Interest Period Date(s):	[●]	
(iii) Interest Payment Date(s):	[●]	
(iv) Initial Fixed Rate Period Start Date:	[●]	
(v) Initial Fixed Rate Period End Date:	[●]	
(vi) Initial Fixed Rate of Interest:	Interest Accrual Period	Initial Fixed Rate of Interest
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]

	[●]	[●]
	[●]	[●]
(vii) Range Accrual Fixed Rate of Interest:	Interest Accrual Period	Range Accrual Fixed Rate of Interest
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
(viii) [Full Coupon Barrier:]	[[●] per cent.][Not Applicable]	
(ix) Range Accrual Observation Period:	[Each Range Accrual Fixed Rate Interest Accrual Period]/[From and [including][excluding] [●] [calendar days]/[Business Days]/[Scheduled Trading Days]/[[Commodity][Bullion] Business Days] prior to each Interest Payment Date to and [including][excluding] [●] [calendar days]/[Business Days]/[Scheduled Trading Days]/[[Commodity][Bullion] Business Days] prior to the following Interest Payment Date]	
(x) Range Accrual Observation Dates:	[Each [calendar day]/[Business Day]/[Common][Scheduled Trading Day]/[[Commodity][Bullion] Business Day] in each Range Accrual Observation Period]/[●]	
(xi) Range Accrual Observation Period Cut-Off Date:	[[●] [calendar days]/[Business Days]/[Scheduled Trading Days]/[[Commodity][Bullion] Business Days] prior to [the last day in each Range Accrual Observation Period][the relevant Interest Payment Date]]/[Not Applicable]	
(xii) Range Accrual Observation Time:	[●]/[Closing]/[Intraday]	
(xiii) Range Accrual Barrier Provisions:		

Range Accrual Barrier Period:	Lower Barrier:	Alternative Pre-nominated index for Lower Barrier:	Upper Barrier:	Alternative Pre-nominated index for Upper Barrier:
[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]
[●]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]
[●]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]

(xiv)	Lower Barrier Criterion:	[Excess]/[Excess/Equal]/[Not Applicable]
(xv)	Upper Barrier Criterion:	[Less]/[Less/Equal]/[Not Applicable]
(xvi)	Range Accrual Common Scheduled Trading Days:	[Applicable]/[Not Applicable]
(xvii)	Range Accrual Individual Disrupted Days:	[Applicable]/[Not Applicable]
(xviii)	Range Accrual Common Disrupted Days:	[Applicable]/[Not Applicable]
(xix)	Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
(xx)	Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]
(xxi)	Snowball Interest Amount:	[Applicable]/[Not Applicable]

(a) [Coupon Barrier:

[Reference Item]/ [Basket]:	Coupon Barrier Period:	Coupon Barrier:	Alternative Pre-nominated Index for Coupon Barrier:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]/[Not Applicable]

(b)	Coupon Barrier Event	[Less than]/[Less than or equal to]/[Greater than]/[Greater than or equal to]
(c)	Coupon Barrier Observation Date(s):	[●]/[Each day in the Coupon Barrier Observation Period]
(d)	Coupon Barrier Observation Period:	[From and including [●] to and including [●]/[Not Applicable]
(e)	Coupon Barrier Observation Time:	[●]/[Closing]/[Intraday]]
(xxii)	Lock-in Interest Amount:	[Applicable]/[Not Applicable]

(a) [Coupon Barrier:

[Reference Item]/[Basket]	Coupon Barrier Period:	Coupon Lock-in Barrier:	Alternative Pre-nominated Index for Coupon Barrier
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]/[Not Applicable]

(b)	Coupon Barrier Event	[Less than]/[Less than or equal to]/[Greater than]/[Greater than or equal to]
(c)	Coupon Barrier Observation Date(s):	[●]/[Each day in the Coupon Barrier Observation Period]
(d)	Coupon Barrier Observation Period:	[From and including [●] to and including [●]/[Not Applicable]
(e)	Coupon Barrier Observation Time:	[●]/[Closing]/[Intraday]
(f)	Lock-in Rate of Interest:	[●] per cent. per annum

	(g) Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]]
33	**Floating Rate Range Accrual Coupon**	[Applicable]/[Not Applicable]
	(i) Interest Commencement Date:	[●]
	(ii) Interest Period Date(s):	[●]
	(iii) Interest Payment Date(s):	[●]
	(iv) Fixed Rate Period Start Date:	[●]/[Not Applicable]
	(v) Fixed Rate Period End Date:	[●]/[Not Applicable]
	(vi) Fixed Rate of Interest:	Interest Accrual Period: / Fixed Rate of Interest: [●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]] / [●] [●] / [●] [●] / [●]
	(vii) [Full Coupon Barrier:]	[[●] per cent.][Not Applicable]
	(viii) Range Accrual Observation Period:	[Each Floating Rate Interest Accrual Period]/[From and [including][excluding] [●] [calendar days]/[Business Days]/[Scheduled Trading Days]/[[Commodity][Bullion] Business Days] prior to each Interest Payment Date to and [including][excluding] [●] [calendar days]/[Business Days]/[Scheduled Trading Days]/[[Commodity][Bullion] Business Days] prior to the following Interest Payment Date]
	(ix) Range Accrual Observation Dates:	[Each [calendar day]/[Business Day]/[Common][Scheduled Trading Day]/[[Commodity][Bullion] Business Day] in each Range Accrual Observation Period]/[●]
	(x) Range Accrual Observation Period Cut-Off Date:	[[●] [calendar days]/[Business Days]/[Scheduled Trading Days]/[[Commodity][Bullion] Business Days] prior to [the last day in each Range Accrual Observation Period][the relevant Interest Payment Date]]/[Not Applicable]
	(xi) Range Accrual Observation Time:	[●]/[Closing]/[Intraday]
	(xii) Range Accrual Barrier Provisions:	

Range Accrual Barrier Period:	Lower Barrier:	Alternative Pre-nominated Index for Lower Barrier:	Upper Barrier:	Alternative Pre-nominated Index for Upper Barrier:

[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]
[●]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]
[●]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]

(xiii) Lower Barrier Criterion:	[Excess]/[Excess/Equal]/[Not Applicable]
(xiv) Upper Barrier Criterion:	[Less]/[Less/Equal]/[Not Applicable]
(xv) Range Accrual Common Scheduled Trading Days:	[Applicable]/[Not Applicable]
(xvi) Range Accrual Individual Disrupted Days:	[Applicable]/[Not Applicable]
(xvii) Range Accrual Common Disrupted Days:	[Applicable]/[Not Applicable]
(xviii) Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
(xix) Party responsible for calculating the interest due (if not the Calculation Agent):	[●]
(xx) Relevant Rate:	
(a) ISDA Determination:	[Applicable]/[Not Applicable]
- Floating Rate Option:	[●]
- Designated Maturity:	[●]
- Reset Date:	[●]
(b) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/ [STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
- Specified Underlying Rate:	[[●] per cent. per annum][Not Applicable]
- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
- Valuation Date(s):	[●]

	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant $Rate_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]

	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]
- Relevant Rate$_2$:		
(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying	[[●] per cent per annum]/[Not Applicable]

	Rate:	
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]
(xxi)	Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]
(xxii)	Leverage:	[Applicable]/[Not Applicable]

Interest Accrual Period:	Leverage:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but	[●]

	excluding] [●] to [and including][but excluding] [●]]	
	[●]	[●]
	[●]	[●]
(xxiii) Margin:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Margin:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
(xxiv) Cap:	[Applicable]/[Not Applicable]	
	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[[●] per cent. per annum]	
	[[●] per cent. of] the following rate:	
	(a) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(b) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR] /[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each

		Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant Rate$_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate	[●]

	Option:	
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/ [SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate	[Applicable]/[Not Applicable]

Determination:	
- CMS Currency:	[●]
- CMS Designated Maturity:	[●]
- CMS Screen Page:	[●]
- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
- CMS Determination Date:	[●]
- CMS Business Centre(s):	[●]
- CMS Reference Banks Number:	[●]
- CMS Relevant Interbank Market:	[●]
(D) Alternative Pre-nominated Benchmark Rate:	[●]
- Relevant Rate$_2$:	
(A) ISDA Determination:	[Applicable]/[Not Applicable]
- Floating Rate Option:	[●]
- Designated Maturity:	[●]
- Reset Date:	[●]
(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CD

	OR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR] /[SOFR]
- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
- Valuation Date(s):	[●]
- Relevant Screen Page:	[●]
- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
- Observation Method:	[Lag/Lock-out]/[Not Applicable]
- Observation Look-back Period:	[[●]/Not Applicable]
- D:	[365/360/[●]]
- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C) CMS Rate Determination:	[Applicable]/[Not Applicable]
- CMS Currency:	[●]
- CMS Designated Maturity:	[●]
- CMS Screen Page:	[●]
- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)

			- CMS Determination Date:	[●]	
			- CMS Business Centre(s):	[●]	
			- CMS Reference Banks Number:	[●]	
			- CMS Relevant Interbank Market:	[●]	
			(D) Alternative Pre-nominated Benchmark Rate:	[●]	
		[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:			
		[●]		[●]	
(xxv)	Floor:	[Applicable]/[Not Applicable]			
		Interest Accrual Period:		Floor:	
		[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]		[●]	
		[●]		[●]	
		[●]		[●]	
(xxvi)	Snowball Interest Amount:	[Applicable]/[Not Applicable]			
	(a) [Coupon Barrier	[Reference Item]/ [Basket]:	Coupon Barrier Period:	Coupon Barrier:	Alternative Pre-nominated Index for Coupon Barrier:
			[●]/[All Interest Accrual Periods falling in the period [from [and including][	[●]	[●]/[Not Applicable]

		but excluding] [●] to [and including][but excluding] [●]]		
		[●]	[●]	[●]/[Not Applicable]
		[●]	[●]	[●]/[Not Applicable]

(b) Coupon Barrier Event: [Less than]/[Less than or equal to]/[Greater than]/[Greater than or equal to]

(c) Coupon Barrier Observation Date(s): [●]/[Each day in the Coupon Barrier Observation Period]

(d) Coupon Barrier Observation Period: [From and including [●] to and including [●]/[Not Applicable]

(e) Coupon Barrier Observation Time: [●]/[Closing]/[Intraday]]

(xxvii) Lock-in Interest Amount: [Applicable]/[Not Applicable]

(a) [Coupon Barrier:

[Reference Item]/[Basket]	Coupon Barrier Period:	Coupon Lock-in Barrier:	Alternative Pre-nominated Index for Coupon Barrier:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]/[Not Applicable]

(b) Coupon Barrier Event: [Less than]/[Less than or equal to]/[Greater than]/[Greater than or equal to]

	(c)	Coupon Barrier Observation Date(s):	[●]/[Each day in the Coupon Barrier Observation Period]
	(d)	Coupon Barrier Observation Period:	[From and including [●] to and including [●]/[Not Applicable]
	(e)	Coupon Barrier Observation Time:	[●]/[Closing]/[Intraday]
	(f)	Lock-in Rate of Interest:	[●] per cent. per annum
	(g)	Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]]
34	**Fixed Rate Dual Range Accrual Coupon**		[Applicable]/[Not Applicable]
	(i)	Interest Commencement Date:	[●]
	(ii)	Interest Period Date(s):	[●]
	(iii)	Interest Payment Date(s):	[●]
	(iv)	Initial Fixed Rate Period Start Date:	[●]
	(v)	Initial Fixed Rate Period End Date:	[●]
	(vi)	Initial Fixed Rate of Interest:	Interest Accrual Period / Initial Fixed Rate of Interest
			[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]] / [●]
			[●] / [●]
			[●] / [●]
	(vii)	Range Accrual Fixed Rate of Interest:	Interest Accrual Period / Range Accrual Fixed Rate of Interest
			[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]] / [●]
			[●] / [●]
			[●] / [●]
	(viii)	[Full Coupon Barrier:]	[[●] per cent.][Not Applicable]
	(ix)	Range Accrual Observation Period:	[Each Range Accrual Fixed Rate Interest Accrual Period]/[From and [including][excluding] [●] [calendar days]/[Business Days]/[Scheduled Trading Days]/[[Commodity][Bullion]

	Business Days] prior to each Interest Payment Date to and [including][excluding] [●] [calendar days]/[Business Days]/[Scheduled Trading Days]/[[Commodity][Bullion] Business Days] prior to the following Interest Payment Date]
(x) Range Accrual Observation Dates:	[Each [calendar day]/[Business Day]/[Common][Scheduled Trading Day]/[[Commodity][Bullion] Business Day] in each Range Accrual Observation Period]/[●]
(xi) Range Accrual Observation Period Cut-Off Date:	[[●] [calendar days]/[Business Days]/[Scheduled Trading Days]/[[Commodity][Bullion] Business Days] prior to [the last day in each Range Accrual Observation Period][the relevant Interest Payment Date]]/[Not Applicable]
(xii) Range Accrual Observation Time:	[●]/[Closing]/[Intraday]
(xiii) Range Accrual Reference Item$_1$:	The [Index]/[Basket of Indices]/[FX Rate]/[Basket of FX Rates]/[Commodity]/[Commodity Index]/[Basket of Commodities]/[Underlying Rate]/[Basket of Underlying Rates]/Multi-Asset Basket] as specified in paragraph [●] above
(xiv) Range Accrual Reference Item$_2$:	The [Index]/[Basket of Indices]/[FX Rate]/[Basket of FX Rates]/[Commodity]/[Commodity Index]/[Basket of Commodities]/[Underlying Rate]/[Basket of Underlying Rates]/Multi-Asset Basket] as specified in paragraph [●] above
(xv) Range Accrual Barrier Provisions:	

Range Accrual Barrier Period:	Lower Barrier$_1$:	Alternative [Pre-nominated Index] [Pre-nominated Commodity Index] [FX Benchmark] for Lower Barrier$_1$:	Upper Barrier$_1$:	[Pre-nominated Index] [Pre-nominated Commodity Index] [FX Benchmark] for Upper Barrier$_1$:	Lower Barrier$_2$:	Alternative [Pre-nominated Index] [Pre-nominated Commodity Index] [FX Benchmark] for Lower Barrier$_2$:	Upper Barrier$_2$:	Alternative [Pre-nominated Index] [Pre-nominated Commodity Index] [FX Benchmark] for Upper Barrier$_2$:
[●]/[All Interest Accrual Periods falling in the period [from	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]

[and including][but excluding] [●] to [and including][but excluding] [●]]								
[●]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]
[●]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]

(xvi) Lower Barrier Criterion$_1$: [Excess]/[Excess/Equal]/[Not Applicable]

(xvii) Upper Barrier Criterion$_1$: [Less]/[Less/Equal]/[Not Applicable]

(xviii) Lower Barrier Criterion$_2$: [Excess]/[Excess/Equal]/[Not Applicable]

(xix) Upper Barrier Criterion$_2$: [Less]/[Less/Equal]/[Not Applicable]

(xx) Range Accrual Common Scheduled Trading Days: [Applicable]/[Not Applicable]

(xxi) Range Accrual Individual Disrupted Days: [Applicable]/[Not Applicable]

(xxii) Range Accrual Common Disrupted Days: [Applicable]/[Not Applicable]

(xxiii) Business Day Convention: [Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]

(xxiv) Day Count Fraction: [Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]

(xxv) Snowball Interest Amount: [Applicable]/[Not Applicable]

(a) [Coupon Barrier	[Reference Item]/[Basket]:	Coupon Barrier Period:	Coupon Barrier:	Alternative [Pre-nominated Index] [Pre-nominated Commodity Index] [FX Benchmark] for Coupon

		Barrier
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]	[●]/[Not applicable]
[●]	[●]	[●]/[Not Applicable]
[●]	[●]	[●]/[Not Applicable]

(b) Coupon Barrier Event: [Less than]/[Less than or equal to]/[Greater than]/[Greater than or equal to]

(c) Coupon Barrier Observation Date(s): [●]/[Each day in the Coupon Barrier Observation Period]

(d) Coupon Barrier Observation Period: [From and including [●] to and including [●]/[Not Applicable]

(e) Coupon Barrier Observation Time: [●]/[Closing]/[Intraday]]

35 **Floating Rate Dual Range Accrual Coupon** [Applicable]/[Not Applicable]

(i) Interest Commencement Date: [●]

(ii) Interest Period Date(s): [●]

(iii) Interest Payment Date(s): [●]

(iv) Fixed Rate Period Start Date: [●]/[Not Applicable]

(v) Fixed Rate Period End Date: [●]/[Not Applicable]

(vi) Fixed Rate of Interest:

Interest Accrual Period:	Fixed Rate of Interest:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(vii) [Full Coupon Barrier:] [[●] per cent.][Not Applicable]

(viii) Range Accrual Observation Period:	[[●] [calendar days]/[Business Days]/[Scheduled Trading Days]/[[Commodity/Bullion] Business Days]]/[Not Applicable][Each Floating Rate Interest Accrual Period]/[From and [including][excluding] [●] [calendar days]/[Business Days]/[Scheduled Trading Days]/[[Commodity][Bullion] Business Days] prior to each Interest Payment Date to and [including][excluding] [●] [calendar days]/[Business Days]/[Scheduled Trading Days]/[[Commodity][Bullion] Business Days] prior to the following Interest Payment Date]
(ix) Range Accrual Observation Dates:	[Each [calendar day]/[Business Day]/[Common][Scheduled Trading Day]/[[Commodity][Bullion] Business Day] in each Range Accrual Observation Period]/[●]
(x) Range Accrual Observation Period Cut-Off Date:	[[●] [calendar days]/[Business Days]/[Scheduled Trading Days]/[[Commodity][Bullion] Business Days] prior to [the last day in each Range Accrual Observation Period][the relevant Interest Payment Date]]/[Not Applicable]
(xi) Range Accrual Observation Time:	[●]/[Closing]/[Intraday]
(xii) Range Accrual Reference Item$_1$:	The [Index]/[Basket of Indices]/[FX Rate]/[Basket of FX Rates]/[Commodity]/[Commodity Index]/[Basket of Commodities]/[Underlying Rate]/[Basket of Underlying Rates]/Multi-Asset Basket] as specified in paragraph [●] above
(xiii) Range Accrual Reference Item$_2$:	The [Index]/[Basket of Indices]/[FX Rate]/[Basket of FX Rates]/[Commodity]/[Commodity Index]/[Basket of Commodities]/[Underlying Rate]/[Basket of Underlying Rates]/Multi-Asset Basket] as specified in paragraph [●] above
(xiv) Range Accrual Barrier Provisions:	

Range Accrual Barrier Period:	Lower Barrier$_1$:	Alternative [Pre-nominated Index] [Pre-nominated Commodity Index] [FX Benchmark] for Lower Barrier$_1$:	Upper Barrier$_1$:	Alternative [Pre-nominated Index] [Pre-nominated Commodity Index] [FX Benchmark] for Upper Barrier$_1$:	Lower Barrier$_2$:	Alternative [Pre-nominated Index] [Pre-nominated Commodity Index] [FX Benchmark] for Lower Barrier$_2$:	Upper Barrier$_2$:	Alternative [Pre-nominated Index] [Pre-nominated Commodity Index] [FX Benchmark] for Upper Barrier$_2$:

[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]/ [Not Applicable]	[●]/ [Not Applicable]	[●]/ [Not Applicable]	[●]/ [Not Applicable]	[●]/ [Not Applicable]	[●]/ [Not Applicable]	[●]/ [Not Applicable]	[●]/ [Not Applicable]
[●]	[●]/ [Not Applicable]		[●]/ [Not Applicable]		[●]/[Not Applicable]		[●]/ [Not Applicable]	
[●]	[●]/ [Not Applicable]		[●]/ [Not Applicable]		[●]/ [Not Applicable]		[●]/ [Not Applicable]	

(xv) Lower Barrier Criterion$_1$: [Excess]/[Excess/Equal]/[Not Applicable]

(xvi) Upper Barrier Criterion$_1$: [Less]/[Less/Equal]/[Not Applicable]

(xvii) Lower Barrier Criterion$_2$: [Excess]/[Excess/Equal]/[Not Applicable]

(xviii) Upper Barrier Criterion$_2$: [Less]/[Less/Equal]/[Not Applicable]

(xix) Range Accrual Common Scheduled Trading Days: [Applicable]/[Not Applicable]

(xx) Range Accrual Individual Disrupted Days: [Applicable]/[Not Applicable]

(xxi) Range Accrual Common Disrupted Days: [Applicable]/[Not Applicable]

(xxii) Business Day Convention: [Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]

(xxiii) Party responsible for calculating the interest due (if not the Calculation Agent): [●]

(xxiv) Relevant Rate:

(a) ISDA Determination: [Applicable]/[Not Applicable]

	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent. per annum][Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant $Rate_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]

	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
	Alternative Pre-	[●]

	nominated Benchmark Rate:	
- Relevant Rate$_2$:		
(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks	[●]

	Number:	
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]
(xxv)	Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]
(xxvi)	Leverage:	[Applicable]/[Not Applicable]

Interest Accrual Period:	Leverage:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(xxvii)	Margin:	[Applicable]/[Not Applicable]

Interest Accrual Period:	Margin:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(xxviii)	Cap:	[Applicable]/[Not Applicable]
		[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:
		[[●] per cent. per annum]
		[[●] per cent. of] the following rate:
		(a) ISDA Determination: [Applicable]/[Not Applicable]
		- Floating Rate Option: [●]
		- Designated Maturity: [●]
		- Reset Date: [●]
		(b) Screen Rate Determination: [Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]

	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business	[●]

	Centre(s):	
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant Rate[1]:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]

- Observation Method:	[Lag/Lock-out]/[Not Applicable]
- Observation Look-back Period:	[[●]/Not Applicable]
- D:	[365/360/[●]]
- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C) CMS Rate Determination:	[Applicable]/[Not Applicable]
- CMS Currency:	[●]
- CMS Designated Maturity:	[●]
- CMS Screen Page:	[●]
- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
- CMS Determination Date:	[●]
- CMS Business Centre(s):	[●]
- CMS Reference Banks Number:	[●]
- CMS Relevant Interbank Market:	[●]
(D) Alternative Pre-nominated Benchmark Rate:	[●]
- Relevant Rate$_2$:	
(A) ISDA Determination:	[Applicable]/[Not Applicable]
- Floating Rate	[●]

	Option:	
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]

		(C) CMS Rate Determination:	[Applicable]/[Not Applicable]		
		- CMS Currency:	[●]		
		- CMS Designated Maturity:	[●]		
		- CMS Screen Page:	[●]		
		- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)		
		- CMS Determination Date:	[●]		
		- CMS Business Centre(s):	[●]		
		- CMS Reference Banks Number:	[●]		
		- CMS Relevant Interbank Market:	[●]		
		(D) Alternative Pre-nominated Benchmark Rate:	[●]		
		[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:			
		[●]	[●]		
(xxix)	Floor:	[Applicable]/[Not Applicable]			
		Interest Accrual Period:	Floor:		
		[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]		
		[●]	[●]		
		[●]	[●]		
(xxx)	Snowball Interest Amount:	[Applicable]/[Not Applicable]			
	(a) [Coupon Barrier	[Reference Item]/	Coupon Barrier	Coupon Barrier:	Alternative Pre-

[Basket]:	Period:		nominated Index for Coupon Barrier:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]/[Not Applicable]

(b) Coupon Barrier Event: [Less than]/[Less than or equal to]/[Greater than]/[Greater than or equal to]

(c) Coupon Barrier Observation Date(s): [●]/[Each day in the Coupon Barrier Observation Period]

(d) Coupon Barrier Observation Period: [From and including [●] to and including [●]/[Not Applicable]

(e) Coupon Barrier Observation Time: [●]/[Closing]/[Intraday]

36 **Digital Coupon** [Applicable]/[Not Applicable]

(i) Coupon Barrier:

[Reference Item]/[Basket]:	Coupon Barrier Period:	Coupon Barrier:	[Coupon Lock-in Barrier:]	Alternative Pre-nominated Index in Coupon Barrier
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but	[●]	[●]	[●]/[Not Applicable]

	excluding] [●]]			
	[●]	[●]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]	[●]/[Not Applicable]

(ii)	Coupon Barrier Event:	[Less than]/[Less than or equal to]/[Greater than]/[Greater than or equal to]
(iii)	Coupon Barrier Observation Date(s):	[●]/[Each day in the Coupon Barrier Observation Period]
(iv)	Coupon Barrier Observation Period:	[From and including [●] to and including [●]/[Not Applicable]
(v)	Coupon Barrier Observation Time:	[●]/[Closing]/[Intraday]
(vi)	Snowball Interest Amount:	[Applicable]/[Not Applicable]
(vii)	Lock-in Interest Amount:	[Applicable]/[Not Applicable]

<u>Rate of Interest$_1$</u>

<u>Fixed Rate Provisions</u>		[Applicable]/[Not Applicable]	
(i)	Fixed Rate of Interest$_1$:	Interest Accrual Period:	Fixed Rate of Interest$_1$:
		[●]/[All Interest Accrual Periods [from falling in the period [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
		[●]	[●]
		[●]	[●]
(ii)	Interest Period Date(s):	[●]	
(iii)	Interest Payment Date(s):	[●]	
(iv)	[Fixed Coupon Amount[(s)]]:	[●] per Calculation Amount	
(v)	[Broken Amount(s)]:	[●] per Calculation Amount, payable on the Interest Payment Date falling [in]/[on] [●]	
(vi)	Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]	
(vii)	Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]	

	Floating Rate Provisions	[Applicable]/[Not Applicable]
(i)	Interest Commencement Date:	[●]
(ii)	Interest Period Date(s):	[●]
(iii)	Interest Payment Date(s):	[●]
(iv)	Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
(v)	Party responsible for calculating the interest due (if not the Calculation Agent):	[●]
(vi)	Relevant $\text{Rate}_{(\text{ROI1})}$:	
(a)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent. per annum][Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]

		- CMS Designated Maturity:	[●]
		- CMS Screen Page:	[●]
		- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
		- CMS Determination Date:	[●]
		- CMS Business Centre(s):	[●]
		- CMS Reference Banks Number:	[●]
		- CMS Relevant Interbank Market:	[●]
(d)		Alternative Pre-nominated Benchmark Rate:	[●]
(e)		Rates Variance Determination:	[Applicable]/[Not Applicable]
		- Relevant $Rate_1$:	
	(A)	ISDA Determination:	[Applicable]/[Not Applicable]
		- Floating Rate Option:	[●]
		- Designated Maturity:	[●]
		- Reset Date:	[●]
	(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
		- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
		- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
		- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
		- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
		- Valuation Date(s):	[●]
		- Relevant Screen Page:	[●]
		- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
		- Observation Method:	[Lag/Lock-out]/[Not Applicable]
		- Observation Look-back Period:	[[●]/Not Applicable]
		- D:	[365/360/[●]]
		- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
		- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
		- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
	(C)	CMS Rate	[Applicable]/[Not Applicable]

	Determination:	
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant Rate$_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]

	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

(f)	Index Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Index Performance Rate:	[●]
(g)	FX Rate Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the FX Rate Performance Rate:	[●]
(h)	Commodity Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Commodity Performance Rate:	[●]
(i)	Underlying Rate Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Underlying Rate Performance Rate:	[●]
(j)	Basket Component Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Basket Component Performance Rate:	[●]
(vii)	Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365

(Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]

(viii) $Leverage_1$: [Applicable]/[Not Applicable]

Interest Accrual Period:	$Leverage_1$:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(ix) $Margin_1$: [Applicable]/[Not Applicable]

Interest Accrual Period:	$Margin_1$:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(x) Cap_1: [Applicable]/[Not Applicable]

[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:

[[●] per cent. per annum]

[[●] per cent. of] the following rate:

(a)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF

		LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/ [SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]]
(d)	Alternative Pre-nominated Benchmark	[●]

	Rate:	
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant Rate$_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant	[●]/[As defined in Asset

Interbank Market:	Condition 5.7 (*Definitions*)]/[Not Applicable]
- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C) CMS Rate Determination:	[Applicable]/[Not Applicable]
- CMS Currency:	[●]
- CMS Designated Maturity:	[●]
- CMS Screen Page:	[●]
- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
- CMS Determination Date:	[●]
- CMS Business Centre(s):	[●]
- CMS Reference Banks Number:	[●]
- CMS Relevant Interbank Market:	[●]
(D) Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant Rate$_2$:

(A) ISDA Determination:	[Applicable]/[Not Applicable]
- Floating Rate Option:	[●]
- Designated Maturity:	[●]
- Reset Date:	[●]
(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight

	Rate/Not Applicable]
- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/ [STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/ [SOFR]
- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
- Valuation Date(s):	[●]
- Relevant Screen Page:	[●]
- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
- Observation Method:	[Lag/Lock-out]/[Not Applicable]
- Observation Look-back Period:	[[●]/Not Applicable]
- D:	[365/360/[●]]
- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C) CMS Rate Determination:	[Applicable]/[Not Applicable]
- CMS Currency:	[●]
- CMS Designated Maturity:	[●]

	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
	(D) Alternative Pre-nominated Benchmark Rate:	
(f)	Index Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Index Performance Rate:	[●]
(g)	FX Rate Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the FX Rate Performance Rate:	[●]
(h)	Commodity Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Commodity Performance Rate:	[●]
(i)	Underlying Rate Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Underlying Rate Performance Rate:	[●]
(j)	Basket Component Performance Rate:	[Applicable]/[Not Applicable]

	- Observation Date for the purposes of the Basket Component Performance Rate:	[●]
	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[●]	[●]
(xi) Floor$_1$:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Floor$_{1:}$
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
Rate of Interest$_2$		
Fixed Rate Provisions	[Applicable]/[Not Applicable]	
(i) Fixed Rate of Interest$_2$:	Interest Accrual Period:	Fixed Rate of Interest$_{2:}$
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
(ii) Interest Period Date(s):	[●]	
(iii) Interest Payment Date(s):	[●]	
(iv) [Fixed Coupon Amount[(s)]]:	[●] per Calculation Amount	
(v) [Broken Amount(s)]:	[●] per Calculation Amount, payable on the Interest Payment Date falling [in]/[on] [●]	
(vi) Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]	
(vii) Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention	

	(Unadjusted)]/[Not Applicable]
Floating Rate Provisions	[Applicable]/[Not Applicable]
(i) Interest Commencement Date:	[●]
(ii) Interest Period Date(s):	[●]
(iii) Interest Payment Date(s):	[●]
(iv) Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
(v) Party responsible for calculating the interest due (if not the Calculation Agent):	[●]
(vi) Relevant Rate$_{(ROI2)}$	
(a) ISDA Determination:	[Applicable]/[Not Applicable]
- Floating Rate Option:	[●]
- Designated Maturity:	[●]
- Reset Date:	[●]
(b) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
- Specified Underlying Rate:	[[●] per cent. per annum]/[Not Applicable]
- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
- Valuation Date(s):	[●]
- Relevant Screen Page:	[●]
- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
- Observation Method:	[Lag/Lock-out]/[Not Applicable]
- Observation Look-back Period:	[[●]/Not Applicable]
- D:	[365/360/[●]]
- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Specified Number:	[[●][months][calendar days]]/[Not Applicable]

(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant Rate$_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]

	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant Rate$_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]

	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	
(f)	Index Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Index Performance Rate:	[●]
(g)	FX Rate Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the FX Rate Performance Rate:	[●]
(h)	Commodity Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Commodity Performance Rate:	[●]
(i)	Underlying Rate Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Underlying Rate Performance Rate:	[●]
(j)	Basket Component Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Basket	[●]

Component Performance Rate:

(vii) Day Count Fraction: [Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]

(viii) Leverage$_2$: [Applicable]/[Not Applicable]

Interest Accrual Period:	Leverage$_2$:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(ix) Margin$_2$: [Applicable]/[Not Applicable]

Interest Accrual Period:	Margin$_2$:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(x) Cap$_2$: [Applicable]/[Not Applicable]

[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:

[[●] per cent. per annum]

[[●] per cent. of] the following rate:

(a)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/ [STIBOR]/[SIBOR]/[TIBOR]/[C

		DOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/ [EONIA]/[SONIA]/[NIBOR]/ [SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]]

(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant Rate$_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]

- D:	[365/360/[●]]
- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C) CMS Rate Determination:	[Applicable]/[Not Applicable]
- CMS Currency:	[●]
- CMS Designated Maturity:	[●]
- CMS Screen Page:	[●]
- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
- CMS Determination Date:	[●]
- CMS Business Centre(s):	[●]
- CMS Reference Banks Number:	[●]
- CMS Relevant Interbank Market:	[●]
(D) Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant Rate$_2$:

(A) ISDA Determination:	[Applicable]/[Not Applicable]
- Floating Rate Option:	[●]
- Designated Maturity:	[●]
- Reset Date:	[●]

(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS	[●]

	Designated Maturity:	
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]
(f)	Index Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Index Performance Rate:	[●]
(g)	FX Rate Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the FX Rate Performance Rate:	[●]
(h)	Commodity Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Commodity Performance Rate:	[●]
(i)	Underlying Rate Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Underlying Rate	[●]

	Performance Rate:	
	(j) Basket Component Performance Rate:	[Applicable]/[Not Applicable]
	- Observation Date for the purposes of the Basket Component Performance Rate:	[●]
	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[●]	[●]
(xi) Floor$_2$:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Floor$_{2:}$
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
(xii) [Lock-in Rate of Interest		
(a) Lock-in Rate of Interest:	[●] per cent. per annum	
(b) Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]]	
37 **Inflation-Linked Coupon**	[Applicable]/[Not Applicable]	
(i) Interest Commencement Date:	[●]	
(ii) Interest Period Date(s):	[●]	
(iii) Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]	
(iv) Party responsible for calculating the interest due (if not the Calculation Agent):	[●]	

(v) Reference Month$_{(Initial)}$:	[●]	
(vi) Interest Payment Schedule and Reference Month:		
T:	Reference Month:	Interest Payment Date:
1	[●]	[●]
2	[●]	[●]
[●]	[●]	[●]
(vii) Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]	
(viii) Strike Price	[●]/[[●] per cent. of the Relevant Level$_{(initial)}$]	
(ix) Leverage:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Leverage:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
(x) Margin:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Margin:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
(xi) Cap:	[Applicable]/[Not Applicable]	
	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[[●] per cent. per annum]	
	[[●] per cent. of] the following rate:	
	(a) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]

(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)

	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant $Rate_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant	[●]

	Screen Page:	
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant Rate$_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Ratet Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (Definitions)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not

	Banks:	Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[●]	[●]
(xii) Floor:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Floor:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]

(xiii) Relevant Level$_{(Initial)}$:	[●]	
38 **Inflation Protected Coupon**	[Applicable]/[Not Applicable]	
(i) Coupon Percentage:	Interest Accrual Period:	Coupon Percentage:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
(ii) Interest Commencement Date:	[●]	
(iii) Interest Period Date(s):	[●]	
(iv) Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]	
(v) Party responsible for calculating the interest due (if not the Calculation Agent):	[●]	
(vi) Reference Month$_{(Initial)}$:	[●]	
(vii) Interest Payment Schedule and Reference Month:		
T:	Reference Month:	Interest Payment Date:
1	[●]	[●]
2	[●]	[●]
[●]	[●]	[●]
(viii) Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]	
(ix) Cap:	[Applicable]/[Not Applicable]	
	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[[●] per cent. per annum]	
	[[●] per cent. of] the following rate:	
	(a) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]

	- Designated Maturity:	[●]
	- Reset Date:	[●]
(b)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]

	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant Rate$_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation	[●]

	Date(s):	
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark	[●]

Rate:	
- Relevant Rate$_2$:	
(A) ISDA Determination:	[Applicable]/[Not Applicable]
- Floating Rate Option:	[●]
- Designated Maturity:	[●]
- Reset Date:	[●]
(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
- Valuation Date(s):	[●]
- Relevant Screen Page:	[●]
- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
- Observation Method:	[Lag/Lock-out]/[Not Applicable]
- Observation Look-back Period:	[[●]/Not Applicable]
- D:	[365/360/[●]]
- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]

	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
	(C) CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
	(D) Alternative Pre-nominated Benchmark Rate:	[●]
	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[●]	[●]
(x) Floor:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Floor:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]

	[●]	[●]
	[●]	[●]
(xi) Relevant Level$_{(Initial)}$:	[●]	
39 **Performance Coupon**	[Applicable]/[Not Applicable]	
Fixed Rate Provisions		
(i) Interest Commencement Date:	[●]	
(ii) Interest Period Date(s):	[●]	
(iii) Interest Payment Date(s):	[●]	
(iv) Fixed Rate Period Start Date:	[●]/[Not Applicable]	
(v) Fixed Rate Period End Date:	[●]/[Not Applicable]	
(vi) Fixed Rate of Interest:	Interest Accrual Period:	Fixed Rate of Interest:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
(vii) [Fixed Coupon Amount[(s)]]:	[●] per Calculation Amount	
(viii) [Broken Amount(s)]:	[●] per Calculation Amount, payable on the Interest Payment Date falling [in]/[on] [●]	
(ix) Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]	
(x) Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]	
Variable Rate Provisions		
(i) Coupon Percentage:	Interest Accrual Period:	Coupon Percentage:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]

(ii)	Interest Commencement Date:	[●]
(iii)	Interest Period Date(s):	[●]
(iv)	Interest Payment Date(s):	[●]
(v)	Business Day Convention:	[Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]
(vi)	Party responsible for calculating the interest due (if not the Calculation Agent):	[●]
(vii)	Day Count Fraction:	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]
(viii)	Margin:	[Applicable]/[Not Applicable]

Interest Accrual Period:	Margin:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(ix)	Cap:	[Applicable]/[Not Applicable]
		[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:
		[[●] per cent. per annum]
		[[●] per cent. of] the following rate:
		(a) ISDA Determination: [Applicable]/[Not Applicable]
		- Floating Rate Option: [●]
		- Designated Maturity: [●]
		- Reset Date: [●]
		(b) Screen Rate Determination: [Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
		- Calculation Method: [Weighted Average/Compounded Daily/Not Applicable]
		- Reference Rate: [●] [month] [GBP

		LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]

	- CMS Relevant Interbank Market:	[●]]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant $Rate_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back	[[●]/Not Applicable]

Period:	
- D:	[365/360/[●]]
- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C) CMS Rate Determination:	[Applicable]/[Not Applicable]
- CMS Currency:	[●]
- CMS Designated Maturity:	[●]
- CMS Screen Page:	[●]
- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
- CMS Determination Date:	[●]
- CMS Business Centre(s):	[●]
- CMS Reference Banks Number:	[●]
- CMS Relevant Interbank Market:	[●]
(D) Alternative Pre-nominated Benchmark Rate:	[●]

- Relevant Rate$_2$:

(A) ISDA Determination:	[Applicable]/[Not Applicable]
- Floating Rate Option:	[●]
- Designated Maturity:	[●]

	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]

	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
	(D) Alternative Pre-nominated Benchmark Rate:	[●]
	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[●]	[●]
(x) Floor:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Floor:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]
(xi) Coupon Valuation Price$_{(Initial)}$:	[●]	
40 **Annualised Performance Coupon**	[Applicable]/[Not Applicable]	
(i) Interest Commencement Date:	[●]	
(ii) Interest Period Date(s):	[●]	
(iii) Interest Payment Schedule and Reference Month:		
T:	Reference Month:	Interest Payment Date:

1	[●]	[●]
2	[●]	[●]
[●]	[●]	[●]

(iv) Business Day Convention: [Floating Rate Business Day Convention]/[Following Business Day Convention (Adjusted)]/[Following Business Day Convention (Unadjusted)]/[Modified Following Business Day Convention (Adjusted)]/[Modified Following Business Day Convention (Unadjusted)]/[Preceding Business Day Convention (Adjusted)]/[Preceding Business Day Convention (Unadjusted)]/[Not Applicable]

(v) Party responsible for calculating the interest due (if not the Calculation Agent): [●]

(vi) Day Count Fraction: [Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual ICMA: Determination Date(s): [●] in each year]/[Not Applicable]

(vii) Coupon Valuation Price$_{(Initial)}$: [●]

(viii) Strike Price: [●]/[[●] per cent. of Coupon Valuation Price$_{(Initial)}$]

(ix) Leverage: [Applicable]/[Not Applicable]

Interest Accrual Period:	Leverage:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(x) k:

t:	k:
[1]/[All Interest Payment Dates]	[●]
[●]	[●]

(xi) Margin: [Applicable]/[Not Applicable]

Interest Accrual Period:	Margin:
[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
[●]	[●]
[●]	[●]

(xii) Cap:	[Applicable]/[Not Applicable]	
	[For all Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]:	
	[[●] per cent. per annum]	
	[[●] per cent. of] the following rate:	
	(a) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(b) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Valuation Date(s):	[●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not

		Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(c)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.] ([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]]
(d)	Alternative Pre-nominated Benchmark Rate:	[●]
(e)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	- Relevant Rate$_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/

	[SOFR]
- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
- Valuation Date(s):	[●]
- Relevant Screen Page:	[●]
- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
- Observation Method:	[Lag/Lock-out]/[Not Applicable]
- Observation Look-back Period:	[[●]/Not Applicable]
- D:	[365/360/[●]]
- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C) CMS Rate Determination:	[Applicable]/[Not Applicable]
- CMS Currency:	[●]
- CMS Designated Maturity:	[●]
- CMS Screen Page:	[●]
- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
- CMS Determination Date:	[●]
- CMS Business	[●]

Centre(s):	
- CMS Reference Banks Number:	[●]
- CMS Relevant Interbank Market:	[●]
(D) Alternative Pre-nominated Benchmark Rate:	[●]
- Relevant Rate$_2$:	
(A) ISDA Determination:	[Applicable]/[Not Applicable]
- Floating Rate Option:	[●]
- Designated Maturity:	[●]
- Reset Date:	[●]
(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
- Reference Rate:	[●] [month] [GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/ [USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
- Valuation Date(s):	[●]
- Relevant Screen Page:	[●]

- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
- Observation Method:	[Lag/Lock-out]/[Not Applicable]
- Observation Look-back Period:	[[●]/Not Applicable]
- D:	[365/360/[●]]
- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C) CMS Rate Determination:	[Applicable]/[Not Applicable]
- CMS Currency:	[●]
- CMS Designated Maturity:	[●]
- CMS Screen Page:	[●]
- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
- CMS Determination Date:	[●]
- CMS Business Centre(s):	[●]
- CMS Reference Banks Number:	[●]
- CMS Relevant Interbank Market:	[●]
(D) Alternative Pre-nominated Benchmark Rate:	[●]

[For all Interest Accrual Periods falling in the period [from [and

	including][but excluding] [●] to [and including][but excluding] [●]]:	
	[●]	[●]
(xiii) Floor:	[Applicable]/[Not Applicable]	
	Interest Accrual Period:	Floor:
	[●]/[All Interest Accrual Periods falling in the period [from [and including][but excluding] [●] to [and including][but excluding] [●]]	[●]
	[●]	[●]
	[●]	[●]

PROVISIONS RELATING TO REDEMPTION

41	**Put/Call Options**	[Put Option] [Call Option] [Not Applicable]
42	**Call Option**	[Applicable]/[Not Applicable]
(i)	Optional Redemption Date(s):	[●]
(ii)	Optional Redemption Amount(s):	[●]/[Not Applicable]
(iii)	If redeemable in part:	
(a)	Minimum Redemption Amount:	[●]
(b)	Maximum Redemption Amount:	[●]
(iv)	Call Option Business Centre(s):	[●]
(v)	[Notice period:	[●]]
43	**Put Option**	[Applicable]/[Not Applicable]
(i)	Optional Redemption Date(s):	[●]
(ii)	Optional Redemption Amount(s):	[●]/[Not Applicable]
(iii)	Notice period:	[●]
44	**Target Auto Redemption**	[Applicable]/[Not Applicable]
(i)	Target Auto Redemption Date(s):	[Each Interest Payment Date from and including [●][the Interest Payment Date falling in [●]] to [and including] [but excluding] [●][the Interest Payment Date falling in [●]]
(ii)	Target Aggregate Interest Amount:	[●]/[[●] per cent. of the Aggregate Nominal Amount]
(iii)	Capped Final Interest Amount:	[Applicable]/[Not Applicable]
45	**Autocall**	[Applicable]/[Not Applicable]
(i)	Autocall Redemption Event:	An Autocall Barrier Event occurs in respect of [[●]/[all] of the [Reference Items][Baskets] below]/[the [Reference Item]/[Basket] below].

[Reference Item]/[Basket]:	Applicable provisions: [Index Linked Autocall Provisions] [Currency Linked Autocall Provisions] [Commodity Linked Autocall Provisions] [Rate Linked Autocall Provisions] [Multi-Asset Linked Autocall Provisions Basket]	Autocall Barrier Period:	Autocall Barrier:	Alternative Pre-nominated Index for Autocall Barrier:
[●]	[●]	[●]	[●]	[●]/Not Applicable

(ii) Autocall Barrier Event: [Less than]/[Less than or equal to]/[Greater than]/[Greater than or equal to]

(iii) Autocall Barrier Observation Date(s): [●]/[Each day in the Autocall Barrier Observation Period]

(iv) [Autocall Barrier Observation Period:] [From and including [●] to and including [●]/[Not Applicable]

(v) Autocall Payment Date Extension: [Applicable]/[Not Applicable]

(vi) Autocall Barrier Observation Time: [●]/[Closing]/[Intraday]

(vii) [Index Linked Autocall Provisions:

(a) Index/Indices:

Index:	Index Sponsor:	Source of information about the Index:	Weight:	Exchange(s):	Related Exchange(s):	Multi-Exchange Index:	Threshold Percentage:	Alternative Pre-nominated Index
[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[●]/[All Exchanges]	[Applicable]/[Not Applicable]	[Applicable]/[Not Applicable]	[●]/Not Applicable
[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[●]/[All Exchanges]	[Applicabl	[Applicable]/[Not Applicable]	[●]/Not Applicable

						e]/[Not Applicable]		
					[●]/[All Exchanges]	[Applicable]/[Not Applicable]		
[●]	[●]	[●]	[●]/[Equal Weight]	[●]			[Applicable]/[Not Applicable]	[●]/Not Applicable

(b)	Correction of Index Levels:	[Applicable]/[Not Applicable]
(c)	[Correction Cut-Off Date:	In respect of each Autocall Barrier Observation Date, the earlier of: (i) [●] [Common] Scheduled Trading Days following such Autocall Barrier Observation Date, and (ii) [●][Common] Scheduled Trading Days prior to the Interest Payment Date immediately following such Autocall Barrier Observation Date]/[●]]
(d)	[Initial Setting Date:	[●]/[Not Applicable]
(e)	Initial Averaging Dates:	[[●], [●], [●], [●]]/[Not Applicable]
(f)	[Initial Setting Cut-Off Date]/[Initial Averaging Cut-Off Dates]:	[As stated in Currency Linked Asset Condition 3.10 (*Definitions*)]/[The earlier of [8]/[●][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]]
(g)	Observation Cut-Off Date:	[As stated in Index Linked Asset Condition 1.9 (*Definitions*)]/[The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]
(h)	Averaging Disruption Provisions:	[Applicable]/[Not Applicable]
(i)	Index Basket Provisions:	
	Index Basket Level:	[Weighted Average]/[Best-Of]/[Worst-Of]
	Common Scheduled Trading Days:	[Applicable]/[Not Applicable]
	Common Disrupted Days:	[Applicable]/[Not Applicable]
	Individual Disrupted Days:	[Applicable]/[Not Applicable]
(j)	Look-Back Provisions:	[Applicable]/[Not Applicable]
	Look-Back Observation Date(s):	[●]/[Each day in the Look-Back Observation Period]
	Look-Back Observation Period:	[From and including [●] to and including [●]/[Not Applicable]
	Look-Back Observation Time:	[●]/[Closing]/[Intraday]
	Look-Back – Highest:	[Applicable]/[Not Applicable]
	Look-Back – Lowest:	[Applicable]/[Not Applicable]
	Look-Back Cap:	[●]/[Not Applicable]
	Look-Back Floor:	[●]/[Not Applicable]

(viii) [Currency Linked Autocall Provisions:

(a) FX Rate(s):

(I)(A) [FX Rate [1]:

Cross Rate:	[Applicable]/[Not Applicable]
[- Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Cross Rate Rounding Places:	[●]
- Alternative FX Benchmark:	[●]
(aa) [ISDA Determination:	[Applicable]/[Not Applicable]
Settlement Rate Option:	[●]
(bb) FX Price Source Determination:	[Applicable]/[Not Applicable]
Base Currency:	[●]
Reference Currency:	[●]
FX Price Source:	[●]
Number of FX Settlement Days:	[●]
FX Settlement Business Centre(s):	[●]
Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Base-Crossing Currency FX Rate:	
- Alternative FX Benchmark:	[●]
(aa) ISDA Determination:	[Applicable]/[Not Applicable]
Settlement Rate Option:	[●]]
(bb) FX Price Source Determination:	[Applicable]/[Not Applicable]
Base Currency:	[●]
Crossing Currency:	[●]
FX Price Source:	[●]
Number of FX Settlement Days:	[●]
FX Settlement Business Centre(s):	[●]

	Base-Crossing Currency Valuation Time:	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]
Crossing-Reference Currency FX Rate:		
- Alternative FX Benchmark:		[●]
(aa)	ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]
(bb)	FX Price Source Determination:	[Applicable]/[Not Applicable]
	Crossing Currency:	[●]
	Reference Currency:	[●]
	FX Price Source:	[●]
	Number of FX Settlement Days:	[●]
	FX Settlement Business Centre(s):	[●]
	Crossing-Reference Currency Valuation Time:	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]

(E)	Weight:	[●]/[Equal Weight]
(F)	Successor Currency:	[Applicable]/[Not Applicable]
(G)	Rebasing:	[Applicable]/[Not Applicable]
(H)	FX Disruption Fallbacks in respect of FX Rate:	[Calculation Agent Determination]

[Fallback Reference Price	
Cross Rate:	[Applicable]/[Not Applicable]
[- Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Cross Rate Rounding Places:	[●]

[Base-Crossing Currency FX Rate]:	[●]
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
Base Currency:	[●]
Crossing Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Base-Crossing Currency Valuation Time:	[●]
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Reference Currency FX Rate:]	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Crossing Currency:	[●]
- Reference Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement	[●]

Days:	
- FX Settlement Business Centre(s):	[●]
- Crossing-Reference Currency Valuation Time:	[●]
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Currency-Reference Dealers]	
[Other Published Sources]	
[Postponement]	
[Yen Calculation Agent Determination]	
[Cross Rate Fallback:	
Fallback Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
[- Number of Cross Rate Rounding Places:	[●]
[Base-Crossing Currency FX Rate]:	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Base Currency:	[●]
- Crossing Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]

	- FX Settlement Business Centre(s):	[●]
	- Base-Crossing Currency Valuation Time:	[●]
	- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
	[Crossing-Reference Currency FX Rate:]	
	Alternative FX Benchmark:	[●]
	[ISDA Determination:	
	- Settlement Rate Option:	
	[FX Price Source Determination:	[Applicable]/[Not Applicable]
	- Crossing Currency:	[●]
	- Reference Currency:	[●]
	- FX Price Source:	[●]
	- Number of FX Settlement Days:	[●]
	- FX Settlement Business Centre(s):	[●]
	- Crossing-Reference Currency Valuation Time:	[●]
	- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
	[EM Valuation Postponement]	
	[EM Valuation Fallback Postponement]	
(I)	FX Disruption fallbacks in respect of FX Administrator/Benchmark	[●]/None

	Event:	
(J)	Maximum Days of Postponement:	[●]/[Not Applicable]
(K)	Unscheduled Holiday:	[Applicable]/[Not Applicable]
	[Maximum Days of Unscheduled Holiday Postponement:	[●]]
(L)	Maximum Days of EM Valuation Postponement:	[●]/[Not Applicable]
(M)	Maximum Days of EM Valuation Fallback Postponement:	[●]/[Not Applicable]
(N)	Cumulative Events:	[Applicable]/[Not Applicable]
(O)	Maximum Days of Cumulative Postponement:	[●]/[Not Applicable]
(II)(A)	[FX Rate [●]:	
	Cross Rate:	[Applicable]/[Not Applicable]
	[- Crossing Currency:	[●]
	Cross Rate Rounding:	[Applicable]/[Not Applicable]
	- Number of Cross Rate Rounding Places:	[●]
	Alternative FX Benchmark:	[●]
	(aa) [ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]
	(bb) FX Price Source Determination:	[Applicable]/[Not Applicable]
	Base Currency:	[●]
	Reference Currency:	[●]
	FX Price Source:	[●]
	Number of FX Settlement Days:	[●]
	FX Settlement Business Centre(s):	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
	[Base-Crossing Currency FX	

Rate:	
Alternative FX Benchmark:	[●]
(aa) ISDA Determination:	[Applicable]/[Not Applicable]
Settlement Rate Option:	[●]
(bb) FX Price Source Determination:	[Applicable]/[Not Applicable]
Base Currency:	[●]
Crossing Currency:	[●]
FX Price Source:	[●]
Number of FX Settlement Days:	[●]
FX Settlement Business Centre(s):	[●]
Base-Crossing Currency Valuation Time:	[●]
Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
Crossing-Reference Currency FX Rate:	
Alternative FX Benchmark:	[●]
(aa) ISDA Determination:	[Applicable]/[Not Applicable]
Settlement Rate Option:	[●]
(bb) FX Price Source Determination:	[Applicable]/[Not Applicable]
Crossing Currency:	[●]
Reference Currency:	[●]
FX Price Source:	[●]
Number of FX Settlement Days:	[●]
FX Settlement Business Centre(s):	[●]
Crossing-Reference Currency Valuation Time:	[●]
Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding	[●]]

	Places:		
(B)	Weight:	[●]/[Equal Weight]	
(C)	Successor Currency:	[Applicable]/[Not Applicable]	
(D)	Rebasing:	[Applicable]/[Not Applicable]	
(E)	FX Disruption Fallbacks in respect of FX Rate::	[Calculation Agent Determination]	
		[Fallback Reference Price:	
		Cross Rate:	[Applicable]/[Not Applicable]
		[- Crossing Currency:	[●]
		Cross Rate Rounding:	[Applicable]/[Not Applicable]
		- Number of Cross Rate Rounding Places:	[●]]
		[Base-Crossing Currency FX Rate]:	
		Alternative FX Benchmark:	[●]
		[ISDA Determination:	[Applicable]/[Not Applicable]
		- Settlement Rate Option:	[●]]
		[FX Price Source Determination:	[Applicable]/[Not Applicable]
		Base Currency:	[●]
		Crossing Currency:	[●]
		- FX Price Source:	[●]
		- Number of FX Settlement Days:	[●]
		- FX Settlement Business Centre(s):	[●]
		- Base-Crossing Currency Valuation Time:	[●]
		- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
		- Number of	[●]]

Reciprocal Rounding Places:	
[Crossing-Reference Currency FX Rate:]	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Crossing Currency:	[●]
- Reference Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Crossing-Reference Currency Valuation Time:	[●]
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Currency-Reference Dealers]	
[Other Published Sources]	
[Postponement]	
[Yen Calculation Agent Determination]	
[Cross Rate Fallback:	
Fallback Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
[- Number of Cross Rate Rounding	[●]]

Places:	
[Base-Crossing Currency FX Rate]:	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Base Currency:	[●]
- Crossing Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Base-Crossing Currency Valuation Time:	[●]
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]
[Crossing-Reference Currency FX Rate:]	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Crossing Currency:	[●]
- Reference Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement	[●]

		Business Centre(s):	
		- Crossing-Reference Currency Valuation Time:	[●]
		- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
		- Number of Reciprocal Rounding Places:	[●]]
	(F) FX Disruption Fallbacks in respect of FX Administrator/Benchmark Event	[●]/None	
	(G) Maximum Days of Postponement	[●]/[Not Applicable]	
	(H) Unscheduled Holiday:	[Applicable]/[Not Applicable]	
	[Maximum Days of Unscheduled Holiday Postponement:	[●]]	
	(I) Maximum Days of EM Valuation Postponement:	[●]/[Not Applicable]	
	(J) Maximum Days of EM Valuation Fallback Postponement:	[●]/[Not Applicable]	
	(K) Cumulative Events:	[Applicable]/[Not Applicable]	
	(L) Maximum Days of Cumulative Postponement:	[●]/[Not Applicable]	
(b)	Principal Financial Centres(s):	[●]/[As stated in Currency Linked 3.11]	
(c)	FX Reference Banks:	[●]	
(d)	FX Basket Level:	[Weighted Average]/Best-of]/[Worst-Of]/[Not Applicable]	
(e)	FX Disruption Events:	[Benchmark Obligation Default] [Price Materiality] [Currency Replacement] [Dual Exchange Rate] [Governmental Authority Event] [Illiquidity] [Inconvertibility] [Non-Transferability] [Price Source Disruption]	
(f)	Benchmark Obligation:	[●]/[Not Applicable]	
(g)	Price Materiality:	[Applicable]/[Not Applicable]	
	- Primary Rate:	[●]	

- Secondary Rate: [●]

- Price Materiality Percentage: [●]

(h) [Initial Setting Date: [●]/[Not Applicable]

(i) Initial Averaging Dates: [[●], [●], [●], [●]]/[Not Applicable]

(j) [Initial Setting Cut-Off Date]/ [Initial Averaging Cut-Off Dates]: As stated in Currency Linked Asset Condition 3.10 (*Definitions*)/[The earlier of [8]/[●][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Note Applicable]]

(k) Look-Back Provisions: [Applicable]/[Not Applicable]

Look-Back Observation Period: [●]

Look-Back Observation Time: [●]/[Intraday]

Look-Back – Highest: [Applicable]/[Not Applicable]

Look-Back – Lowest: [Applicable]/[Not Applicable]

Look-Back Cap: [●]/[Not Applicable]

Look-Back Floor: [●]/[Not Applicable]

Alternative Pre-nominated Index for Look-Back Cap: [●]/[Not Applicable]

Alternative Pre-nominated Index for Look-Back Floor: [●]/[Not Applicable]

(ix) [Commodity Linked Autocall Provisions:

(a) Relevant Commodities/ Commodity Indices:

Relevant Commodity/Commodity Index:	Commodity Reference Price:	Fallback Reference Price(s):	Price Source(s):	Weight:	Exchange(s):	Specified Price:	Delivery Date:	Alternative Pre-nominated Commodity Index
[●]	[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[high price] [low price] [average of the high price and the low price] [closing price] [opening price] [bid price] [asked price] [average of the bid price and the asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [spot price]	[●]/[Not Applicable]	[●]/[Not Applicable]

(b) Commodity Index Sponsor: [●]

(c) Bullion Business Centre: [●]/[Not Applicable]

(d)	Bullion Delivery Location:	[●]/[Not Applicable]
(e)	Commodity Basket Level:	[Weighted Average]/[Best-Of]/[Worst-Of]/[Not Applicable]
(f)	Maximum Days of Disruption:	[●]
(g)	Common Pricing:	[Applicable]/[Not Applicable]
(h)	Commodity Market Disruption Events:	
	Price Source Disruption:	[Applicable]/[Not Applicable]
	Trading Disruption:	[Applicable]/[Not Applicable]
	Disappearance of Commodity Reference Price:	[Applicable]/[Not Applicable]
	Material Change in Formula:	[Applicable]/[Not Applicable]
	Material Change in Content:	[Applicable]/[Not Applicable]
	Tax Disruption:	[Applicable]/[Not Applicable]
	Index Price Source Disruption:	[Applicable]/[Not Applicable]
	Index Trading Disruption:	[Applicable]/[Not Applicable]
	Closing Price Volatility:	[Applicable]/[Not Applicable]
(i)	Correction of Commodity Prices:	[Applicable]/[Not Applicable]
	[Correction Cut-Off Date:	In respect of each Autocall Barrier Observation Date, the earlier of: (i) [●] [Commodity]/[Bullion] Business Days following such Autocall Barrier Observation Date, and (ii) [●] [Commodity]/[Bullion] Business Days prior to the Interest Payment Date immediately following such Autocall Barrier Observation Date]/[●]]
(j)	[Commodity Index Disclaimer:	[●]]
(k)	Initial Setting Date:	[●]/[Not Applicable]
(l)	Initial Averaging Dates:	[[●], [●], [●], [●]]/[Not Applicable]
(m)	Look-Back Provisions:	[Applicable]/[Not Applicable]
	Look-Back Observation Date(s):	[●]/[Each day in the Look-Back Observation Period]
	Look-Back Observation Period:	[From and including [●] to and including [●]/[Not Applicable]
	Look-Back Observation Time:	[●]/[Intraday]
	Look-Back – Highest:	[Applicable]/[Not Applicable]
	Look-Back – Lowest:	[Applicable]/[Not Applicable]
	Look-Back Cap:	[●]/[Not Applicable]
	Look-Back Floor:	[●]/[Not Applicable]
	Alternative Pre-nominated Index for Look-Back Cap:	[●]/[Not Applicable]
	Alternative Pre-nominated Index for Look-Back Floor:	[●]/[Not Applicable]
(x)	[Rate Linked Autocall Provisions:	
(a)	Underlying Rate(s):	

(I)	Underlying Rate [1]:		
	(A)	Underlying Rate:	[●]
	(B)	Weight:	[●]/[Equal Weight]
	(C)	Underlying Rate Jurisdiction:	[●]
	(D)	ISDA Determination:	[Applicable]/[Not Applicable]
		- Floating Rate Option:	[●]
		- Designated Maturity:	[●]
		- Reset Date:	[●]
	(E)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
		- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
		- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
		- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
		- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
		- Relevant Screen Page:	[●]
		- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
		- Observation Method:	[Lag/Lock-out]/[Not Applicable]
		- Observation Look-back Period:	[[●]/Not Applicable]
		- D:	[365/360/[●]]
		- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
		- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
		- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
	(F)	CMS Rate Determination:	[Applicable]/[Not Applicable]
		- CMS Currency:	[●]
		- CMS Designated Maturity:	[●]
		- CMS Screen Page:	[●]
		- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
		- CMS Determination Date:	[●]

		- CMS Business Centre(s):	[●]
		- CMS Reference Banks Number:	[●]
		- CMS Relevant Interbank Market:	[●]
(G)	Alternative Pre-nominated Benchmark Rate:		[●]
(H)	Rates Variance Determination:		[Applicable]/[Not Applicable]
	Underlying Rate$_1$:		
	(aa)	ISDA Determination:	[Applicable]/[Not Applicable]
		- Floating Rate Option:	[●]
		- Designated Maturity:	[●]
		- Reset Date:	[●]
	(bb)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
		- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
		- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
		- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
		- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
		- Relevant Screen Page:	[●]
		- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
		- Observation Method:	[Lag/Lock-out]/[Not Applicable]
		- Observation Look-back Period:	[[●]/Not Applicable]
		- D:	[365/360/[●]]
		- Relevant	[●]/[As defined in Asset Condition 5.7

	Interbank Market:	(*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(cc)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(dd)	Alternative Pre-nominated Benchmark Rate:	[●]
Underlying Rate$_2$:		
(aa)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(bb)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]

	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(cc)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]

		- CMS Reference Banks Number:	[●]
		- CMS Relevant Interbank Market:	[●]
	(dd)	Alternative Pre-nominated Benchmark Rate:	[●]
(II)	[Underlying Rate [●]:		
	(A)	Underlying Rate:	[●]
	(B)	Weight:	[●]/[Equal Weight]
	(C)	Underlying Rate Jurisdiction:	[●]
	(D)	ISDA Determination:	[Applicable]/[Not Applicable]
		- Floating Rate Option:	[●]
		- Designated Maturity:	[●]
		- Reset Date:	[●]
	(E)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
		- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
		- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
		- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
		- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
		- Relevant Screen Page:	[●]
		- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
		- Observation Method:	[Lag/Lock-out]/[Not Applicable]
		- Observation Look-back Period:	[[●]/Not Applicable]
		- D:	[365/360/[●]]
		- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
		- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
		- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
	(F)	CMS Rate	[Applicable]/[Not Applicable]

	Determination:		
	- CMS Currency:		[●]
	- CMS Designated Maturity:		[●]
	- CMS Screen Page:		[●]
	- CMS Reference Time:		[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:		[●]
	- CMS Business Centre(s):		[●]
	- CMS Reference Banks Number:		[●]
	- CMS Relevant Interbank Market:		[●]
(G)	Alternative Pre-nominated Benchmark Rate		[●]
(H)	Rates Variance Determination:		[Applicable]/[Not Applicable]
	Underlying Rate$_1$:		
	(aa)	ISDA Determination:	[Applicable]/[Not Applicable]
		- Floating Rate Option:	[●]
		- Designated Maturity:	[●]
		- Reset Date:	[●]
	(bb)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
		- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
		- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
		- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
		- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
		- Relevant	[●]

	Screen Page:	
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(cc)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(dd)	Alternative Pre-nominated Benchmark Rate	[●]
Underlying Rate$_2$:		
(aa)	ISDA	[Applicable]/[Not Applicable]

	Determination:	
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(bb)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(cc)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]

	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(dd)	Alternative Pre-nominated Benchmark Rate	[●]
(b)	Underlying Rate Basket Level:	[Weighted Average]/[Best-Of]/[Worst-Of]/[Not Applicable]
(c)	Initial Setting Date:	[●]/[Not Applicable]
(d)	Initial Averaging Dates:	[[●], [●], [●], [●]]/[Not Applicable]
(e)	Look-Back Provisions:	[Applicable]/[Not Applicable]
	Look-Back Observation Date(s):	[●]/[Each day in the Look-Back Observation Period]
	Look-Back Observation Period:	[From and including [●] to and including [●]/[Not Applicable]
	Look-Back Observation Time:	[●]/[Intraday]
	Look-Back – Highest:	[Applicable]/[Not Applicable]
	Look-Back – Lowest:	[Applicable]/[Not Applicable]
	Look-Back Cap:	[●]/[Not Applicable]
	Look-Back Floor:	[●]/[Not Applicable]
	Alternative Pre-nominated Index for Look-Back Cap:	[●]/[Not Applicable]
	Alternative Pre-nominated Index for Look-Back Floor:	[●]/[Not Applicable]
(xi)	[Multi-Asset Basket Linked Autocall Provisions:	
(a)	Reference Item [1]/[●]:	
	Type of Reference Item:	[Index]/[FX Rate]/[Relevant Commodity]/[Commodity Index]/[Underlying Rate]
	Weight:	[●]/[Equal Weight]
	[Index Provisions:	

(I)	Index:	[●]
(II)	Index Sponsor:	[●]
(III)	Source of information about the Index:	[●]
(IV)	Exchange(s):	[●]
(V)	Related Exchange(s):	[●]/[All Exchanges]
(VI)	Multi-Exchange Index:	[Applicable]/[Not Applicable]
(VII)	Threshold Percentage:	[Applicable]/[Not Applicable]
(VIII)	Correction of Index Levels:	[Applicable]/[Not Applicable]
	[Correction Cut-Off Date:	In respect of each Autocall Barrier Observation Date, the earlier of: (i) [●] [Common] Scheduled Trading Days following such Autocall Barrier Observation Date and (ii) [●][Common] Scheduled Trading Days prior to the Interest Payment Date immediately following such Autocall Barrier Observation Date]/[●]]
Alternative Pre-nominated Index:		[●][Not Applicable]
[Currency Provisions:		
(I)	FX Rate:	
	Cross Rate:	[Applicable]/[Not Applicable]
	[- Crossing Currency:	[●]
	Cross Rate Rounding:	[Applicable]/[Not Applicable]
	- Number of Cross Rate Rounding Place:	[●]]
	Alternative FX Benchmark:	[●]
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]
	(B) FX Price Source Determination:	[Applicable]/[Not Applicable]
	Base Currency:	[●]
	Crossing Currency:	[●]
	FX Price Source:	[●]
	Number of FX Settlement Days:	[●]
	FX Settlement Business Centre(s):	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
	[Base-Crossing Currency FX Rate:	
	Alternative FX Benchmark:	[●]
	(A) ISDA Determination:	[Applicable]/[Not Applicable]

	Settlement Rate Option:	[●]
(B)	FX Price Source Determination:	[Applicable]/[Not Applicable]
	Base Currency:	[●]
	Crossing Currency:	[●]
	FX Price Source:	[●]
	Number of FX Settlement Days:	[●]
	FX Settlement Business Centre(s):	[●]
	Base-Crossing Currency Valuation Time:	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]
Crossing-Reference Currency FX Rate:		
Alternative FX Benchmark:		[●]
(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]
(B)	FX Price Source Determination:	[Applicable]/[Not Applicable]
	Crossing Currency:	[●]
	Reference Currency:	[●]
	FX Price Source:	[●]
	Number of FX Settlement Days:	[●]
	FX Settlement Business Centre(s):	[●]
	Crossing-Reference Currency Valuation Time:	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
(II)	Successor Currency:	[Applicable]/[Not Applicable]
(III)	Rebasing:	[Applicable]/[Not Applicable]
(IV)	Disruption Fallbacks in respect of FX Rate:	[Calculation Agent Determination] [Currency-Reference Dealers] [Other Published Sources] [Postponement] [Yen Calculation Agent Determination] [EM Valuation Postponement] [EM Valuation Fallback Postponement]

[Fallback Reference Price:

Cross Rate:	[Applicable]/[Not Applicable]
[- Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Cross Rate Rounding Places:	[●]]
[Base-Crossing Currency FX Rate]:	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
Base Currency:	[●]
Crossing Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Base-Crossing Currency Valuation Time:	[●]
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Reference Currency FX Rate:]	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]

[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Crossing Currency:	[●]
- Reference Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Crossing-Reference Currency Valuation Time:	[●]
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Cross Rate Fallback:	
Fallback Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
[- Number of Cross Rate Rounding Places:	[●]]
[Base-Crossing Currency FX Rate]:	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Base Currency:	[●]
- Crossing Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]

	- Base-Crossing Currency Valuation Time:	[●]
	- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
	[Crossing-Reference Currency FX Rate:]	
	Alternative FX Benchmark:	[●]
	[ISDA Determination:	[Applicable]/[Not Applicable]
	- Settlement Rate Option:	[●]]
	[FX Price Source Determination:	[Applicable]/[Not Applicable]
	- Crossing Currency:	[●]
	- Reference Currency:	[●]
	- FX Price Source:	[●]
	- Number of FX Settlement Days:	[●]
	- FX Settlement Business Centre(s):	[●]
	- Crossing-Reference Currency Valuation Time:	[●]
	- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
(V)	FX Disruption Fallbacks in respect of FX Administrator/Benchmark Event	[●]/[None]
(VI)	Maximum Days of Postponement:	[●]/[Not Applicable]
(VII)	Unscheduled Holiday:	[Applicable]/[Not Applicable]
	[Maximum Days of Unscheduled Holiday Postponement:	[●]]
(VIII)	Maximum Days of EM	[●]/[Not Applicable]

	Valuation Postponement:	
(IX)	Maximum Days of EM Valuation Fallback Postponement:	[●]/[Not Applicable]
(X)	Cumulative Events:	[Applicable]/[Not Applicable]
(XI)	Maximum Days of Cumulative Postponement:	[●]/[Not Applicable]
(XII)	Principal Financial Centre(s):	[●]/[As stated in Currency Linked Asset Condition 3.11]
(XIII)	FX Reference Banks:	[●]
(XIV)	FX Disruption Events:	[Benchmark Obligation Default] [Price Materiality] [Currency Replacement] [Dual Exchange Rate] [Governmental Authority Event] [Illiquidity] [Inconvertibility] [Non-Transferability] [Price Source Disruption]
(XV)	Benchmark Obligation:	[●]/[Not Applicable]
(XVI)	Price Materiality:	[Applicable]/[Not Applicable]
	- Primary Rate:	[●]
	- Secondary Rate:	[●]
	- Price Materiality Percentage:	[●]]
[Commodity Provisions:		
(I)	Relevant Commodity/Commodity Index:	[●]
(II)	Commodity Reference Price:	[●]
(III)	Price Source:	[●]
(IV)	Exchange(s):	[●]
(V)	Specified Price:	[high price] [low price] [average of the high price and the low price] [closing price] [opening price] [bid price] [asked price] [average of the bid price and the asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [spot price]
(VI)	Delivery Date:	[●]

(VII)	Commodity Index Sponsor:	[●]
(VIII)	Bullion Business Centre:	[●]/[Not Applicable]
(IX)	Bullion Delivery Location:	[●]/[Not Applicable]
(X)	Maximum Days of Disruption:	[●]
(XI)	Commodity Market Disruption Events:	
	Price Source Disruption:	[Applicable]/[Not Applicable]
	Trading Disruption:	[Applicable]/[Not Applicable]
	Disappearance of Commodity Reference Price:	[Applicable]/[Not Applicable]
	Material Change in Formula:	[Applicable]/[Not Applicable]
	Material Change in Content:	[Applicable]/[Not Applicable]
	Tax Disruption:	[Applicable]/[Not Applicable]
	Index Price Source Disruption:	[Applicable]/[Not Applicable]
	Index Trading Disruption:	[Applicable]/[Not Applicable]
	Closing Price Volatility:	[Applicable]/[Not Applicable]
(XII)	Correction of Commodity Prices:	[Applicable]/[Not Applicable]
	[Correction Cut-Off Date:	In respect of each Autocall Barrier Observation Date, the earlier of: (i) [●] [Commodity]/[Bullion] Business Days following such Autocall Barrier Observation Date, and (ii) [●] [Commodity]/[Bullion] Business Days prior to the Interest Payment Date immediately following such Autocall Barrier Observation Date]/[●]]
(XIII)	[Commodity Index Disclaimer:	[●]]
(XIV)	Alternative Pre-nominated Commodity Index:	[●]/[Not Applicable]
[Rate Provisions:		
(I)	Underlying Rate:	[●]
(II)	Underlying Rate Jurisdiction:	[●]
(III)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(IV)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]

	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(V)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(VI)	Alternative Pre-nominated Benchmark Rate:	[●]
(VII)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	Underlying Rate$_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]

	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]
Underlying Rate$_2$:		
(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/

		[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]
(b)	Multi-Asset Basket Level:	[Weighted Average]/[Best-Of]/[Worst-Of]
(c)	Common Scheduled Trading Days:	[Applicable]/[Not Applicable]
(d)	Common Disrupted Days:	[Applicable]/[Not Applicable]
(e)	Individual Disrupted Days:	[Applicable]/[Not Applicable]
(f)	Initial Setting Date:	[●]/[Not Applicable]
(g)	Initial Averaging Dates:	[[●], [●], [●], [●]]/[Not Applicable]
(h)	[Initial Setting Cut-Off Date]/ [Initial	[As stated in Multi-Asset Basket Linked Asset

	Averaging Cut-Off Dates]:	Condition 6.9] /[As stated in Multi-Asset Basket Linked Asset Condition 6.9 (*Definitions*)] / [The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]]
(i)	Observation Cut-Off Date:	[As stated in Multi-Asset Basket Linked Asset Condition 6.9 (*Definitions*)] / [As stated in Multi-Asset Basket Linked Asset Condition 6.9] / [The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]
(j)	Look-Back Provisions:	[Applicable]/[Not Applicable]
	Look-Back Observation Date(s):	[●]/[Each day in the Look-Back Observation Period]
	Look-Back Observation Period:	[From and including [●] to and including [●]/[Not Applicable]
	Look-Back Observation Time:	[●]/[Intraday]
	Look-Back – Highest:	[Applicable]/[Not Applicable]
	Look-Back – Lowest:	[Applicable]/[Not Applicable]
	Look-Back Cap:	[●]/[Not Applicable]
	Look-Back Floor:	[●]/[Not Applicable]
	Alternative Pre-nominated Index for Look-Back Cap:	[●]/[Not Applicable]
	Alternative Pre-nominated Index for Look-Back Floor:	[●]/[Not Applicable]
46	**Final Redemption Amount**	[[●] per Calculation Amount]/[The amount per Calculation Amount equal to the Final Price as set out in [RPC Chapter 1: Performance Redemption Payout Conditions]/[RPC Chapter 2: Performance Plus Downside Redemption Payout Conditions]/[RPC Chapter 3: Performance Plus Conditional Downside Redemption Payout Conditions]/[RPC Chapter 4: Absolute Performance Redemption Payout Conditions]/[RPC Chapter 5: Reverse Convertible Redemption Payout Conditions]/[RPC Chapter 6: Reverse Convertible Plus Conditional Downside Redemption Payout Conditions]/[RPC Chapter 7: Inflation Protected Redemption Payout Conditions]/ [RPC Chapter 8: Dual Currency Redemption Payout Conditions]
47	**Early Redemption Amount**	
	[Early Redemption Amount(s):]	[Fair Market Value]/[Par]/[Amortised Face Amount in accordance with Condition 7(b)(i) of the Base General Conditions]
48	**Unwind Costs**:	[Applicable]/[Not Applicable]

49 **Expenses** [Applicable]/[Not Applicable]

50 **Index Linked Redemption Provisions** [Applicable]/[Not Applicable]

(i) [Range Accrual Reference Item: [1]/[2]]

(ii) Maturity Date Extension: [Applicable]/[Not Applicable]

[Number of Extension Business Days: [●]]

(iii) Index/Indices:

Index:	Index Sponsor:	Source of information about the Index:	Weight:	Exchange(s)	Related Exchange(s):	Multi-Exchange Index:	Threshold Percentage:	Alternative Pre-nominated Index:
[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[●]/[All Exchanges]	[Applicable]/[Not Applicable]	[Applicable]/ [Not Applicable]	[●]/ [Not Applicable]
[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[●]/[All Exchanges]	[Applicable]/[Not Applicable]	[Applicable]/ [Not Applicable]	[●]/ [Not Applicable]
[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[●]/[All Exchanges]	[Applicable]/[Not Applicable]	[Applicable]/ [Not Applicable]	[●]/ [Not Applicable]

(iv) Correction of Index Levels: [Applicable]/[Not Applicable]

(v) [Correction Cut-Off Date: In respect of each Reference Date or Averaging Reference Date, the earlier of: (i) [●] [Common] Scheduled Trading Days following such Reference Date or Averaging Reference Date, and (ii) [●][Common] Scheduled Trading Days prior to the Interest Payment Date immediately following such Reference Date or Averaging Reference Date]/[●]]

(vi) Initial Setting Date: [●]/[Not Applicable]

(vii) Initial Averaging Dates: [[●], [●], [●], [●]]/[Not Applicable]

(viii) [Initial Setting Cut-Off Date]/[Initial Averaging Cut-Off Dates]: [As stated in Index Linked Asset Condition 1.9 (*Definitions*)]/[The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]

(ix) Valuation Dates/Averaging Dates:

Valuation Dates:	Averaging Dates:
[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]

(x) [Valuation Cut-Off Date]/[Averaging Cut-Off Date]: [As stated in Index Linked Asset Condition 1.9 (*Definitions*)]/[The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]

(xi) Observation Dates: [As stated in Index Linked Asset Condition 1.9 (*Definitions*)]/[In addition to the dates stated in Index Linked Asset Condition 1.9 (*Definitions*), [●]]/[Not

		Applicable]
	(xii) Observation Cut-Off Date:	[As stated in Index Linked Asset Condition 1.9 (*Definitions*)]/[The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]
	(xiii) Valuation Time:	[●]/[As stated in Index Linked Asset Condition 1.9 (*Definitions*)]
	(xiv) Averaging Disruption Provisions:	[Omission]/[Postponement]/[Modified Postponement] /[Not Applicable]
	(xv) Index Basket Provisions:	[Applicable]/[Not Applicable]
	Index Basket Level:	[Weighted Average]/[Best-Of]/[Worst-Of]
	Common Scheduled Trading Days:	[Applicable]/[Not Applicable]
	Common Disrupted Days:	[Applicable]/[Not Applicable]
	Individual Disrupted Days:	[Applicable]/[Not Applicable]
	(xvi) Look-Back Provisions:	[Applicable]/[Not Applicable]
	Look-Back Observation Date(s):	[●]/[Each day in the Look-Back Observation Period]
	Look-Back Observation Period:	[From and including [●] to and including [●]/[Not Applicable]
	Look-Back Observation Time:	[●]/[Closing]/[Intraday]
	Look-Back – Highest:	[Applicable]/[Not Applicable]
	Look-Back – Lowest:	[Applicable]/[Not Applicable]
	Look-Back Cap:	[●]/[Not Applicable]
	Look-Back Floor:	[●]/[Not Applicable]
	Alternative Pre-nominated Index for Look-Back Cap:	[●]/[Not Applicable]
	Alternative Pre-nominated Index for Look-Back Floor:	[●]/[Not Applicable]
51	**Inflation Protected Redemption Provisions**	[Applicable]/[Not Applicable]
	(i) [Range Accrual Reference Item:	[1]/[2]]
	(ii) Inflation Index:	[●]
	(iii) Inflation Index Sponsor:	[●]
	(iv) Source of information about the Inflation Index:	[●]
	(v) Related Bond:	[●]/[Not Applicable]
52	**Currency Linked Redemption Provisions**	[Applicable]/[Not Applicable]
	(i) [Range Accrual Reference Item:	[1]/[2]]

(ii) Maturity Date Extension:	[Applicable]/[Not Applicable]
[Number of Extension Business Days:	[●]]
(iii) FX Rate(s):	
(a)(I)[FX Rate [1]:	
Cross Rate:	[Applicable]/[Not Applicable]
[- Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Cross Rate Rounding Places:	[●]]
Alternative FX Benchmark:	[●]
(A) [ISDA Determination:	[Applicable]/[Not Applicable]
Settlement Rate Option:	[●]
(B) FX Price Source Determination:	[Applicable]/[Not Applicable]
Base Currency:	[●]
Reference Currency:	[●]
FX Price Source:	[●]
Number of FX Settlement Days:	[●]
FX Settlement Business Centre(s):	[●]
Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Base-Crossing Currency FX Rate:	
Alternative FX Benchmark:	[●]
(A) ISDA Determination:	[Applicable]/[Not Applicable]
Settlement Rate Option:	[●]
(B) FX Price Source Determination:	[Applicable]/[Not Applicable]
Base Currency:	[●]
Crossing Currency:	[●]
FX Price Source:	[●]
Number of FX Settlement Days:	[●]
FX Settlement Business Centre(s):	[●]
Base-Crossing Currency Valuation Time:	[●]
Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
Crossing-Reference Currency FX Rate:	

Alternative FX Benchmark:		[●]
(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]
(B)	FX Price Source Determination:	[Applicable]/[Not Applicable]
	Crossing Currency:	[●]
	Reference Currency:	[●]
	FX Price Source:	[●]
	Number of FX Settlement Days:	[●]
	FX Settlement Business Centre(s):	[●]
	Crossing-Reference Currency Valuation Time:	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
(II)	Weight:	[●]/[Equal Weight]
(III)	Successor Currency:	[Applicable]/[Not Applicable]
(IV)	Rebasing:	[Applicable]/[Not Applicable]
(V)	FX Disruption Fallbacks in respect of FX Rate:	[Calculation Agent Determination] [Fallback Reference Price:
		Cross Rate: [Applicable]/[Not Applicable]
		[- Crossing Currency: [●]
		Cross Rate Rounding: [Applicable]/[Not Applicable]
		- Number of Cross Rate Rounding Places: [●]]
		[Base-Crossing Currency FX Rate]:
		Alternative FX Benchmark: [●]
		[ISDA Determination: [Applicable]/[Not Applicable]
		- Settlement Rate Option: [●]]
		[FX Price Source Determination: [Applicable]/[Not Applicable]
		Base Currency: [●]
		Crossing [●]

Currency:	
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Base-Crossing Currency Valuation Time:	[●]
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Reference Currency FX Rate:]	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Crossing Currency:	[●]
- Reference Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Crossing-Reference	[●]

Currency Valuation Time:	
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]

[Currency-Reference Dealers]

[Other Published Sources]

[Postponement]

[Yen Calculation Agent Determination]

[Cross Rate Fallback:

Fallback Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
[- Number of Cross Rate Rounding Places:	[●]]
[Base-Crossing Currency FX Rate]:	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Base Currency:	[●]
- Crossing Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]

- Base-Crossing Currency Valuation Time:	[●]
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Reference Currency FX Rate:]	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Crossing Currency:	[●]
- Reference Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Crossing-Reference Currency Valuation Time:	[●]
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]

	[EM Valuation Postponement] [EM Valuation Fallback Postponement]
(VI) FX Disruption Fallbacks in respect of FX Administrator/Benchmark Event	[●]
(VII) Maximum Days of Postponement:	[●]/[Not Applicable]
(VIII) Unscheduled Holiday:	[Applicable]/[Not Applicable]
[Maximum Days of Unscheduled Holiday Postponement:	[●]]
(IX) Maximum Days of EM Valuation Postponement:	[●]/[Not Applicable]
(X) Maximum Days of EM Valuation Fallback Postponement:	[●]/[Not Applicable]
(XI) Cumulative Events:	[Applicable]/[Not Applicable]
(XII)_ Maximum Days of Cumulative Postponement:	[●]/[Not Applicable]]
(b)(I) [FX Rate [●]:	
Cross Rate:	[Applicable]/[Not Applicable]
[- Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
Number of Cross Rate Rounding Places:	[●]]
Alternative FX Benchmark:	[●]
(A) ISDA Determination:	[Applicable]/[Not Applicable]
Settlement Rate Option:	[●]
(B) FX Price Source Determination:	[Applicable]/[Not Applicable]
Base Currency:	[●]
Reference Currency:	[●]
FX Price Source:	[●]
Number of FX Settlement Days:	[●]
FX Settlement Business Centre(s):	[●]
Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Base-Crossing Currency FX Rate:	
Alternative FX Benchmark:	[●]
(A) ISDA Determination:	[Applicable]/[Not Applicable]
Settlement Rate Option:	[●]

(	(B) FX Price Source Determination:	[Applicable]/[Not Applicable]
	Base Currency:	[●]
	Crossing Currency:	[●]
	FX Price Source:	[●]
	Number of FX Settlement Days:	[●]
	FX Settlement Business Centre(s):	[●]
	Base-Crossing Currency Valuation Time:	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
	Crossing-Reference Currency FX Rate:	
	Alternative FX Benchmark:	[●]
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	Settlement Rate Option:	[●]
(	(B) FX Price Source Determination:	[Applicable]/[Not Applicable]
	Crossing Currency:	[●]
	Reference Currency:	[●]
	FX Price Source:	[●]
	Number of FX Settlement Days:	[●]
	FX Settlement Business Centre(s):	[●]
	Crossing-Reference Currency Valuation Time:	[●]
	Reciprocal Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
(II)	Weight:	[●]/[Equal Weight]
(III)	Successor Currency:	[Applicable]/[Not Applicable]
(IV)	Rebasing:	[Applicable]/[Not Applicable]
(V)	FX Disruption Fallbacks in respect of FX Rate:	[Calculation Agent Determination] [Fallback Reference Price: Cross Rate: [Applicable]/[Not Applicable] [- Crossing Currency: [●] Cross Rate [Applicable]/[Not Applicable]

Rounding:	
- Number of Cross Rate Rounding Places:	[●]]
[Base-Crossing Currency FX Rate]:	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
Base Currency:	[●]
Crossing Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Base-Crossing Currency Valuation Time:	[●]
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Reference Currency FX Rate:]	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]

[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Crossing Currency:	[●]
- Reference Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Crossing-Reference Currency Valuation Time:	[●]
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]

[Currency-Reference Dealers]
[Other Published Sources]
[Postponement]
[Yen Calculation Agent Determination]
[Cross Rate Fallback:

Fallback Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
[- Number of Cross Rate Rounding Places:	[●]]
[Base-Crossing Currency FX Rate]:	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]

[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Base Currency:	[●]
- Crossing Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Base-Crossing Currency Valuation Time:	[●]
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Reference Currency FX Rate:]	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Crossing Currency:	[●]
- Reference Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business	[●]

	Centre(s):
	- Crossing-Reference Currency Valuation Time: [●]
	- Reciprocal Rate Rounding: [Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places: [●]]
	[EM Valuation Postponement] [EM Valuation Fallback Postponement]
(VI) FX Disruption Fallbacks in respect of an Administrator Benchmark Event:	[●]/[None]
(VII) Maximum Days of Postponement	[●]/[Not Applicable]
(VIII) Unscheduled Holiday:	[Applicable]/[Not Applicable]
[Maximum Days of Unscheduled Holiday Postponement:	[●]]
(IX) Maximum Days of EM Valuation Postponement:	[●]/[Not Applicable]
(X) Maximum Days of EM Valuation Fallback Postponement:	[●]/[Not Applicable]
(XI) Cumulative Events:	[Applicable]/[Not Applicable]
(XII) Maximum Days of Cumulative Postponement:	[●]/[Not Applicable]]
(iv) Principal Financial Centre(s)	[●]/[As stated in Currency Linked Asset Condition 3.11]
(v) FX Reference Banks:	[●]
(vi) FX Basket Level:	[Weighted Average]/[Best-Of]/[Worst-Of]/[Not Applicable]
(vii) FX Disruption Events:	[Benchmark Obligation Default] [Price Materiality] [Currency Replacement] [Dual Exchange Rate] [Governmental Authority Event] [Illiquidity] [Inconvertibility] [Non-Transferability] [Price Source Disruption]
(viii) Benchmark Obligation:	[●]/[Not Applicable]
(ix) Price Materiality:	[Applicable]/[Not Applicable]
- Primary Rate:	[●]
- Secondary Rate:	[●]

- Price Materiality Percentage:	[●]	
(x) Initial Setting Date:	[●]/[Not Applicable]	
(xi) Initial Averaging Dates:	[[●], [●], [●], [●]]/[Not Applicable]	
(xii) Valuation Dates/Averaging Dates:	Valuation Dates:	Averaging Dates:
	[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
	[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
	[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
(xiii) Observation Dates:	[As stated in Currency Linked Asset Condition 3.10 (*Definitions*)]/[In addition to the dates stated in Currency Linked Asset Condition 3.10 (*Definitions*) [●]]/[Not Applicable]	
(xiv) Valuation Time:	[●]/[As stated in Currency Linked Asset Condition 3.10 (*Definitions*)]	
(xv) Look-Back Provisions:	[Applicable]/[Not Applicable]	
Look-Back Observation Date(s):	[●]/[Each day in the Look-Back Observation Period]	
Look-Back Observation Period:	[From and including [●] to and including [●]/[Not Applicable]	
Look-Back Observation Time:	[●]/[Intraday]	
Look-Back – Highest:	[Applicable]/[Not Applicable]	
Look-Back – Lowest:	[Applicable]/[Not Applicable]	
Look-Back Cap:	[●]/[Not Applicable]	
Look-Back Floor:	[●]/[Not Applicable]	
Alternative Pre-nominated Index for Look-Back Cap:	[●]/[Not Applicable]	
Alternative Pre-nominated Index for Look-Back Floor:	[●]/[Not Applicable]	
53 **Commodity Linked Redemption Provisions**	[Applicable]/[Not Applicable]	
(i) [Range Accrual Reference Item:	[1]/[2]]	
(ii) Maturity Date Extension:	[Applicable[/]Not Applicable]	
[Number of Extension Business Days:	[●]]	
(iii) Relevant Commodities/ Commodity Indices:		

Relevant Commodity/ Commodity Index:	Commodity Reference Price:	Fallback Reference Price(s):	Price Source(s):	Weight:	Exchange(s):	Specified Price:	Delivery Date:	Alternative Pre-nominated Commodities Index
[●]	[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[high price] [low price] [average of the high price and the low price]	[●]/[Not Applicable]	[●]/[Not Applicable

						[closing price] [opening price] [bid price] [asked price] [average of the bid price and the asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [spot price]		
[●]	[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[high price] [low price] [average of the high price and the low price] [closing price] [opening price] [bid price] [asked price] [average of the bid price and the asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [spot price]	[●]/[Not Applicable]	[●]/[Not Applicable
[●]	[●]	[●]	[●]	[●]/[Equal Weight]	[●]	[high price] [low price] [average of the high price and the low price] [closing price] [opening price] [bid price] [asked price] [average of the bid price and the asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [spot price]	[●]/[Not Applicable]	[●]/[Not Applicable

(iv) Commodity Index Sponsor: [●]

(v) Bullion Business Centre: [●]/[Not Applicable]

(vi) Bullion Delivery Location: [●]/[Not Applicable]

(vii) Commodity Basket Level: [Weighted Average]/[Best-Of]/[Worst-Of]/[Not Applicable]

(viii) Maximum Days of Disruption: [●]

(ix) Common Pricing: [Applicable]/[Not Applicable]

(x) Commodity Market Disruption Events:

Price Source Disruption: [Applicable]/[Not Applicable]

	Trading Disruption:	[Applicable]/[Not Applicable]
	Disappearance of Commodity Reference Price:	[Applicable]/[Not Applicable]
	Material Change in Formula:	[Applicable]/[Not Applicable]
	Material Change in Content:	[Applicable]/[Not Applicable]
	Tax Disruption:	[Applicable]/[Not Applicable]
	Index Price Source Disruption:	[Applicable]/[Not Applicable]
	Index Trading Disruption:	[Applicable]/[Not Applicable]
	Closing Price Volatility:	[Applicable]/[Not Applicable]
(xi)	Correction of Commodity Prices:	[Applicable]/[Not Applicable]
	[Correction Cut-Off Date:	In respect of each Reference Date or Averaging Reference Date, the earlier of: (i) [●] [Commodity]/[Bullion] Business Days following such Reference Date or Averaging Reference Date, and (ii) [●] [Commodity]/[Bullion] Business Days prior to the Interest Payment Date immediately following such Reference Date or Averaging Reference Date]/[●]]
(xii)	[Commodity Index Disclaimer:	[●]]
(xiii)	Initial Setting Date:	[●]/[Not Applicable]
(xiv)	Initial Averaging Dates:	[[●], [●], [●], [●]]/[Not Applicable]
(xv)	Valuation Dates/Averaging Dates:	Valuation Dates: / Averaging Dates:
		[●]/[Not Applicable] / [[●], [●], [●], [●]]/[Not Applicable]
		[●]/[Not Applicable] / [[●], [●], [●], [●]]/[Not Applicable]
		[●]/[Not Applicable] / [[●], [●], [●], [●]]/[Not Applicable]
(xvi)	Observation Dates:	[As stated in Commodity Linked Asset Condition 4.8 (*Definitions*)]/[In addition to the dates in Commodity Linked Asset Condition 4.8 (*Definitions*), [●]]/[Not Applicable]
(xvii)	Valuation Time:	[●]/[As stated in Currency Linked Asset Condition 4.8 (*Definitions*)]
(xviii)	Look-Back Provisions:	[Applicable]/[Not Applicable]
	Look-Back Observation Date(s):	[●]/[Each day in the Look-Back Observation Period]
	Look-Back Observation Period:	[From and including [●] to and including [●]/[Not Applicable]
	Look-Back Observation Time:	[●]/[Intraday]
	Look-Back – Highest:	[Applicable]/[Not Applicable]
	Look-Back – Lowest:	[Applicable]/[Not Applicable]
	Look-Back Cap:	[●]/[Not Applicable]
	Look-Back Floor:	[●]/[Not Applicable]
	Alternative Pre-nominated Index	[●]/[Not Applicable]

		for Look-Back Cap:	
		Alternative Pre-nominated Index for Look-Back Floor:	[●]/[Not Applicable]
54	**Rate Linked Redemption Provisions**		[Applicable]/[Not Applicable]
	(i)	[Range Accrual Reference Item:	[1]/[2]]
	(ii)	Maturity Date Extension:	[Applicable]/[Not Applicable]
		[Number of Extension Business Days:	[●]]
	(iii)	Underlying Rate(s):	
	(a)	Underlying Rate [1]:	
		(I) Underlying Rate:	[●]
		(II) Weight:	[●]/[Equal Weight]
		(III) Underlying Rate Jurisdiction:	[●]
		(IV) ISDA Determination:	[Applicable]/[Not Applicable]
		- Floating Rate Option:	[●]
		- Designated Maturity:	[●]
		- Reset Date:	[●]
		(V) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight RateNot Applicable]
		- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
		- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
		- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
		- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
		- Relevant Screen Page:	[●]
		- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
		- Observation Method:	[Lag/Lock-out]/[Not Applicable]
		- Observation Look-back Period:	[[●]/Not Applicable]
		- D:	[365/360/[●]]
		- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
		- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
		- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
		(VI) CMS Rate Determination:	[Applicable]/[Not Applicable]
		- CMS Currency:	[●]
		- CMS Designated Maturity:	[●]

	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(VII)	Alternative Pre-nominated Benchmark Rate:	[●]
(VIII)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	Underlying Rate$_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
	(C) CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]

	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

Underlying Rate$_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable– Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]

		- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
	(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
		- CMS Currency:	[●]
		- CMS Designated Maturity:	[●]
		- CMS Screen Page:	[●]
		- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
		- CMS Determination Date:	[●]
		- CMS Business Centre(s):	[●]
		- CMS Reference Banks Number:	[●]
		- CMS Relevant Interbank Market:	[●]
	(D)	Alternative Pre-nominated Benchmark Rate:	[●]

(b) [Underlying Rate [●]:

	(I)	Underlying Rate:	[●]
	(II)	Weight:	[●]/[Equal Weight]
	(III)	Underlying Rate Jurisdiction:	[●]
	(IV)	ISDA Determination:	[Applicable]/[Not Applicable]
		- Floating Rate Option:	[●]
		- Designated Maturity:	[●]
		- Reset Date:	[●]
	(V)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
		- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
		- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
		- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
		- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
		- Relevant Screen Page:	[●]
		- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
		- Observation Method:	[Lag/Lock-out]/[Not Applicable]

	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(VI)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(VII)	Alternative Pre-nominated Benchmark Rate:	[●]
(VIII)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	Underlying Rate$_1$:	
	(A) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(B) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]

	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

Underlying Rate$_2$:

(A)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(B)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate	[[●] [TARGET/[●]] Business Days [in [●]] prior to the

	Determination Date(s):	[●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(C)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(D)	Alternative Pre-nominated Benchmark Rate:	[●]

(iv)	Underlying Rate Basket Level:	[Weighted Average]/[Best-Of]/[Worst-Of]/[Not Applicable]	
(v)	Initial Setting Date:	[●]/[Not Applicable]	
(vi)	Initial Averaging Dates:	[[●], [●], [●], [●]]/[Not Applicable]	
(vii)	Valuation Dates/Averaging Dates:	Valuation Dates:	Averaging Dates:
		[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
		[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
		[●]/[Not Applicable]	[[●], [●], [●], [●]]/[Not Applicable]
(viii)	Observation Dates:	[As stated in Rate Linked Asset Condition 5.7	

		(*Definitions*)]/[In addition to the dates in Rate Linked Asset Condition 5.7 (*Definitions*), [●]]/[Not Applicable]
	(ix) Valuation Time:	[●]/[As stated in Rate Linked Asset Condition 5.7 (*Definitions*)]
	(x) Look-Back Provisions:	[Applicable]/[Not Applicable]
	Look-Back Observation Date(s):	[●]/[Each day in the Look-Back Observation Period]
	Look-Back Observation Period:	[From and including [●] to and including [●]/[Not Applicable]
	Look-Back Observation Time:	[●]/[Intraday]
	Look-Back – Highest:	[Applicable]/[Not Applicable]
	Look-Back – Lowest:	[Applicable]/[Not Applicable]
	Look-Back Cap:	[●]/[Not Applicable]
	Look-Back Floor:	[●]/[Not Applicable]
	Alternative Pre-nominated Index for Look-Back Cap:	[●]/[Not Applicable]
	Alternative Pre-nominated Index for Look-Back Floor:	[●]/[Not Applicable]
55	**Multi-Asset Basket Linked Redemption Provisions**	**[Applicable]/[Not Applicable]**
	(xi) [Range Accrual Reference Item:	[1]/[2]]
	(xii) Maturity Date Extension:	[Applicable/Not Applicable]
	[Number of Extension Business Days:	[●]]
	(xiii) Reference Item [1]/[●]:	
	Type of Reference Item:	[Index]/[FX Rate]/[Relevant Commodity]/[Commodity Index]/[Underlying Rate]
	Weight:	[●]/[Equal Weight]
	[Index Provisions:	
	(c) Index:	[●]
	(d) Index Sponsor:	[●]
	(e) Source of information about the Index:	[●]
	(f) Exchange(s):	[●]
	(g) Related Exchange(s):	[●]/[All Exchanges]
	(h) Multi-Exchange Index:	[Applicable]/[Not Applicable]
	(i) Threshold Percentage:	[Applicable]/[Not Applicable]
	(j) Correction of Index Levels:	[Applicable]/[Not Applicable]
	[Correction Cut-Off Date:	In respect of each Reference Date or Averaging Reference Date, the earlier of: (i) [●] [Common] Scheduled Trading Days following such Reference Date or Averaging Reference Date, and (ii) [●][Common] Scheduled Trading Days prior to the Interest Payment Date immediately following such Reference Date or Averaging Reference Date]/[●]]]

(k) Alternative Pre-nominated Index:	[●]/[Not Applicable]
[Currency Provisions:	
(a) FX Rate:	
Cross Rate:	[Applicable]/[Not Applicable]
[-Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
-Number of Cross Rate Rounding Places:	[●]]
Alternative FX Benchmark	[●]
(I) ISDA Determination:	[Applicable]/[Not Applicable]
Settlement Rate Option:	[●]
(II) FX Price Source Determination:	[Applicable]/[Not Applicable]
Base Currency:	[●]
Reference Currency:	[●]
FX Price Source:	[●]
Number of FX Settlement Days:	[●]
FX Settlement Business Centre(s):	[●]
Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]
(b) Successor Currency:	[Applicable]/[Not Applicable]
(c) Rebasing:	[Applicable]/[Not Applicable]
(d) Disruption Fallbacks in respect of FX Rate:	[Calculation Agent Determination] [Currency-Reference Dealers] [Other Published Sources] [Postponement] [Yen Calculation Agent Determination] [EM Valuation Postponement] [EM Valuation Fallback Postponement] [Fallback Reference Price: Cross Rate: [Applicable]/[Not Applicable] [- Crossing Currency: [●] Cross Rate Rounding: [Applicable]/[Not Applicable] - Number of Cross Rate Rounding Places: [●]] [Base-Crossing Currency FX Rate]: Alternative FX [●]

Benchmark	
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
Base Currency:	[●]
Crossing Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Base-Crossing Currency Valuation Time:	[●]
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Reference Currency FX Rate:]	
Alternative FX Benchmark	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Crossing Currency:	[●]
- Reference Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Crossing-Reference	[●]

Currency Valuation Time:	
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Cross Rate Fallback:	
Fallback Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
[- Number of Cross Rate Rounding Places:	[●]]
[Base-Crossing Currency FX Rate]:	
Alternative FX Benchmark	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Base Currency:	[●]
- Crossing Currency:	[●]
- FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Base-Crossing Currency Valuation Time:	[●]
- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Reference Currency FX Rate:]	
Alternative FX Benchmark	[●]

	[ISDA Determination:	[Applicable]/[Not Applicable]
	- Settlement Rate Option:	[●]]
	[FX Price Source Determination:	[Applicable]/[Not Applicable]
	- Crossing Currency:	[●]
	- Reference Currency:	[●]
	- FX Price Source:	[●]
	- Number of FX Settlement Days:	[●]
	- FX Settlement Business Centre(s):	[●]
	- Crossing-Reference Currency Valuation Time:	[●]
	- Reciprocal Rate Rounding:	[Applicable]/[Not Applicable]
	- Number of Reciprocal Rounding Places:	[●]]
(e)	Disruption Fallbacks in respect of FX Administrator/Benchmark Event	[●]/[None]
(f)	Maximum Days of Postponement:	[●]/[Not Applicable]
(g)	Unscheduled Holiday:	[Applicable]/[Not Applicable]
	[Maximum Days of Unscheduled Holiday Postponement:	[●]]
(h)	Maximum Days of EM Valuation Postponement:	[●]/[Not Applicable]
(i)	Maximum Days of EM Valuation Fallback Postponement:	[●]/[Not Applicable]
(j)	Cumulative Events:	[Applicable]/[Not Applicable]
(k)	Maximum Days of Cumulative Postponement:	[●]/[Not Applicable]
(l)	Principal Financial Centre(s):	[●]/[As stated in Currency Linked Asset Condition 3.11]
(m)	FX Reference Banks:	[●]
(n)	FX Disruption Events:	[Benchmark Obligation Default] [Price Materiality] [Currency Replacement] [Dual Exchange Rate] [Governmental Authority Event] [Illiquidity] [Inconvertibility]

		[Non-Transferability] [Price Source Disruption]
(o)	Benchmark Obligation:	[●]/[Not Applicable]
(p)	Price Materiality:	[Applicable]/[Not Applicable]
	- Primary Rate:	[●]
	- Secondary Rate:	[●]
	- Price Materiality Percentage:	[●]]
[Commodity Provisions:		
(a)	Relevant Commodity/Commodity Index:	[●]
(b)	Commodity Reference Price:	[●]
(c)	Price Source:	[●]
(d)	Exchange(s):	[●]
(e)	Specified Price:	[high price] [low price] [average of the high price and the low price] [closing price] [opening price] [bid price] [asked price] [average of the bid price and the asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [spot price]
(f)	Delivery Date:	[●]
(g)	Commodity Index Sponsor:	[●]
(h)	Bullion Business Centre:	[●]/[Not Applicable]
(i)	Bullion Delivery Location:	[●]/[Not Applicable]
(j)	Maximum Days of Disruption:	[●]
(k)	Commodity Market Disruption Events:	
	Price Source Disruption:	[Applicable]/[Not Applicable]
	Trading Disruption:	[Applicable]/[Not Applicable]
	Disappearance of Commodity Reference Price:	[Applicable]/[Not Applicable]
	Material Change in Formula:	[Applicable]/[Not Applicable]
	Material Change in Content:	[Applicable]/[Not Applicable]
	Tax Disruption:	[Applicable]/[Not Applicable]
	Index Price Source Disruption:	[Applicable]/[Not Applicable]
	Index Trading Disruption:	[Applicable]/[Not Applicable]

	Closing Price Volatility:	[Applicable]/[Not Applicable]
(l)	Correction of Commodity Prices:	[Applicable]/[Not Applicable]
	[Correction Cut-Off Date:	In respect of each Reference Date or Averaging Reference Date, the earlier of: (i) [●] [Commodity]/[Bullion] Business Days following such Reference Date or Averaging Reference Date, and (ii) [●] [Commodity]/[Bullion] Business Days prior to the Interest Payment Date immediately following such Reference Date or Averaging Reference Date]/[●]]
(m)	[Commodity Index Disclaimer:	[●]]
(n)	Alternative Pre-nominated Commodity Index:	[●]/[Not Applicable]
[Rate Provisions:		
(a)	Underlying Rate:	[●]
(b)	Underlying Rate Jurisdiction:	[●]
(c)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(d)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(e)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]

	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(f)	Alternative Pre-nominated Benchmark Rate	[●]
(g)	Rates Variance Determination:	[Applicable]/[Not Applicable]
	Underlying Rate$_1$:	
	(I) ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
	(II) Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
	(III) CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]

	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)
	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
(IV)	Alternative Pre-nominated Benchmark Rate	[●]

Underlying Rate$_2$:

(I)	ISDA Determination:	[Applicable]/[Not Applicable]
	- Floating Rate Option:	[●]
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(II)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – Overnight Rate/Not Applicable]
	- Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	- Reference Rate:	[●][month][GBP LIBOR]/[EURIBOR]/[HIBOR]/[STIBOR]/[SIBOR]/[TIBOR]/[CDOR]/[BBSW]/[USD LIBOR]/[CHF LIBOR]/[JPY LIBOR]/[EONIA]/[SONIA]/[NIBOR]/[SOFR]
	- Specified Underlying Rate:	[[●] per cent per annum]/[Not Applicable]
	- Underlying Rate Determination Date(s):	[[●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Reference Period][[●] Business Days prior to the end of each Reference Period] [●]
	- Relevant Screen Page:	[●]]
	- Relevant Time:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]
	- Observation Method:	[Lag/Lock-out]/[Not Applicable]
	- Observation Look-back Period:	[[●]/Not Applicable]
	- D:	[365/360/[●]]
	- Relevant Interbank Market:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Reference Banks:	[●]/[As defined in Asset Condition 5.7 (*Definitions*)]/[Not Applicable]
	- Specified Number:	[[●][months][calendar days]]/[Not Applicable]
(III)	CMS Rate Determination:	[Applicable]/[Not Applicable]
	- CMS Currency:	[●]
	- CMS Designated Maturity:	[●]
	- CMS Screen Page:	[●]
	- CMS Reference Time:	[●] [a.m.]/[p.m.]([●] time)

	- CMS Determination Date:	[●]
	- CMS Business Centre(s):	[●]
	- CMS Reference Banks Number:	[●]
	- CMS Relevant Interbank Market:	[●]
	(IV) Alternative Pre-nominated Benchmark Rate	[●]
(i)	Multi-Asset Basket Level:	[Weighted Average]/[Best-Of]/[Worst-Of]
(ii)	Common Scheduled Trading Days:	[Applicable]/[Not Applicable]
(iii)	Common Disrupted Days:	[Applicable]/[Not Applicable]
(iv)	Individual Disrupted Days:	[Applicable]/[Not Applicable]
(v)	Initial Setting Date:	[●]/[Not Applicable]
(vi)	Initial Averaging Dates:	[[●], [●], [●], [●]]/[Not Applicable]
(vii)	[Initial Setting Cut-Off Date]/ [Initial Averaging Cut-Off Dates]:	[As stated in Multi-Asset Basket Linked Asset Condition 6.9] /[As stated in Multi-Asset Basket Linked Asset Condition 6.9 (*Definitions*)] / [The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]
(viii)	Valuation Dates/Averaging Dates:	Valuation Dates: / Averaging Dates:
		[●]/[Not Applicable] / [[●], [●], [●], [●]]/[Not Applicable]
		[●]/[Not Applicable] / [[●], [●], [●], [●]]/[Not Applicable]
		[●]/[Not Applicable] / [[●], [●], [●], [●]]/[Not Applicable]
(ix)	[Valuation Cut-Off Date]/[Averaging Cut-Off Date]:	[As stated in Multi-Asset Basket Linked Asset Condition 6.9] / [As stated in Multi-Asset Basket Linked Asset Condition 6.9 (*Definitions*)] / [The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant payment date]/[Not Applicable]
(x)	Observation Dates:	[As stated in Multi-Asset Basket Linked Asset Condition 6.9 (*Definitions*)]/[In addition to the dates in Multi-Asset Basket Linked Asset Condition 6.9 (*Definitions*), [●]]/[Not Applicable]
(xi)	Observation Cut-Off Date:	[As stated in Multi-Asset Basket Linked Asset Condition 6.9 (*Definitions*)] / [As stated in Multi-Asset Basket Linked Asset Condition 6.9] / [The earlier of [8]/[●][Common][Scheduled Trading Days] immediately following the original date and [2]/[●] Business Days immediately preceding the relevant

		payment date]/[Not Applicable]
	(xii) Valuation Time:	[●]/[As stated in Multi-Asset Basket Linked Asset Condition 6.9 (*Definitions*)]
	(xiii) Averaging Disruption Provisions:	[Omission]/[Postponement]/[Modified Postponement]/[Not Applicable]
	(xiv) Look-Back Provisions:	[Applicable]/[Not Applicable]
	Look-Back Observation Date(s):	[●]/[Each day in the Look-Back Observation Period]
	Look-Back Observation Period:	[From and including [●] to and including [●]/[Not Applicable]
	Look-Back Observation Time:	[●]/[Intraday]
	Look-Back – Highest:	[Applicable]/[Not Applicable]
	Look-Back – Lowest:	[Applicable]/[Not Applicable]
	Look-Back Cap:	[●]/[Not Applicable]
	Look-Back Floor:	[●]/[Not Applicable]
	Alternative Pre-nominated Index for Look-Back Cap:	[●]/[Not Applicable]
	Alternative Pre-nominated Index for Look-Back Floor:	[●]/[Not Applicable]
56	**Performance Redemption**	[Applicable]/[Not Applicable]
	(i) Strike Price:	[●]/[[●] per cent. of Redemption Valuation Price$_{(Initial)}$]
	(ii) Redemption Calculation Amount:	[●] per Calculation Amount
	(iii) Capital Return Percentage:	[●] per cent.
	(iv) Final Valuation Date:	[●]
	(v) Final Averaging Dates:	[●]/[Not Applicable]
	(vi) Leverage:	[[●] per cent.]/[Not Applicable]
	(vii) Cap:	[[●] per cent.]/[Not Applicable]
	(viii) Floor:	[[●] per cent.]/[Not Applicable]
	(ix) Redemption Valuation Price$_{(Initial)}$:	[●]
57	**Performance Plus Downside Redemption**	[Applicable]/[Not Applicable]
	(i) Strike Price:	[●]/[[●] per cent. of Redemption Valuation Price$_{(Initial)}$]
	(ii) Redemption Calculation Amount:	[●] per Calculation Amount
	(iii) Capital Return Percentage$_1$:	[●] per cent.
	(iv) Capital Return Percentage$_2$:	[●] per cent.
	(v) Final Valuation Date:	[●]
	(vi) Final Averaging Dates:	[●]/[Not Applicable]
	(vii) Leverage$_1$:	[[●] per cent.]/[Not Applicable]
	(viii) Leverage$_2$:	[[●] per cent.]/[Not Applicable]
	(ix) Cap:	[[●] per cent.]/[Not Applicable]
	(x) Floor$_1$:	[[●] per cent.]/[Not Applicable]
	(xi) Floor$_2$:	[[●] per cent.]/[Not Applicable]
	(xii) Redemption Valuation Price$_{(Initial)}$:	[●]

58 **Performance Plus Conditional Downside Redemption** [Applicable]/[Not Applicable]

(i) Strike Price: [●]/[Not Applicable

(ii) Redemption Calculation Amount: [●] per Calculation Amount

(iii) Capital Return Percentage$_1$: [●] per cent.

(iv) Capital Return Percentage$_2$: [●] per cent.

(v) Capital Return Percentage$_3$: [●] per cent.

(vi) Final Valuation Date: [●]

(vii) Final Averaging Dates: [●]/[Not Applicable]

(viii) Leverage$_1$: [[●] per cent.]/[Not Applicable]

(ix) Leverage$_2$: [[●] per cent.]/[Not Applicable]

(x) Cap: [[●] per cent.]/[Not Applicable]

(xi) Floor$_1$: [[●] per cent.]/[Not Applicable]

(xii) Floor$_2$: [[●] per cent.]/[Not Applicable]

(xiii) Redemption Valuation Price$_{(Initial)}$: [●]

(xiv) Redemption Barrier Provisions: [Applicable:]/[Not Applicable]

[Reference Item]/[Basket]:	Redemption Barrier Period:	Redemption Barrier:	Alternative Pre-nominated Index of Redemption Barrier
	[●]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]/[Not Applicable]

(xv) Redemption Barrier Event: [Less than]/[Less than or equal to]/[Greater than]/[Greater than or equal to]

(xvi) Redemption Barrier Observation Date(s): [●]/[Each day in the Redemption Barrier Observation Period]

(xvii) Redemption Barrier Observation Period: [From and including [●]/[the [●]th Business Day prior to the Maturity Date to and including the [[●]th Business Day prior to the] Maturity Date]/[●]

(xviii) Redemption Barrier Observation Time: [●]/[Closing]/[Intraday]

59 **Absolute Performance Redemption** [Applicable]/[Not Applicable]

(i) Strike Price: [●]/[[●] per cent. of Redemption Valuation Price$_{(Initial)}$]

(ii) Redemption Calculation Amount: [●] per Calculation Amount

(iii) Capital Return Percentage$_1$: [●] per cent.

(iv) Capital Return Percentage$_2$: [●] per cent.

(v) Capital Return Percentage$_3$: [●] per cent.

(vi) Final Valuation Date: [●]

(vii) Final Averaging Dates: [●]/[Not Applicable]

(viii) Cap: [[●] per cent.]/[Not Applicable]

(ix) Floor: [[●] per cent.]/[Not Applicable]

(x) Leverage$_1$: [[●] per cent.]/[Not Applicable]

(xi) Leverage$_2$: [[●] per cent.]/[Not Applicable]

(xii) Redemption Valuation Price$_{(Initial)}$: [●]

(xiii) Redemption Barrier Provisions: [Applicable:]/[Not Applicable]

[Reference Item]/[Basket]:	Redemption Barrier Period:	Redemption Barrier:	Alternative Pre-nominated Index of Redemption Barrier
	[●]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]/[Not Applicable]

(xiv) Redemption Barrier Event: [Less than]/[Less than or equal to]/[Greater than]/[Greater than or equal to]

(xv) Redemption Barrier Observation Date(s): [●]/[Each day in the Redemption Barrier Observation Period]

(xvi) Redemption Barrier Observation Period: [From and including [●]/[the [●]th Business Day prior to the Maturity Date to and including the [[●]th Business Day prior to] the Maturity Date]/[●]

(xvii) Redemption Barrier Observation Time: [●]/[Closing]/[Intraday]

60 **Reverse Convertible Redemption** [Applicable]/[Not Applicable]

(i) Strike Price: [●]/[[●] per cent. of Redemption Valuation Price$_{(Initial)}$]

(ii) Redemption Calculation Amount: [●] per Calculation Amount

(iii) Capital Return Percentage$_1$: [●] per cent.

(iv) Capital Return Percentage$_2$: [●] per cent.

(v) Final Valuation Date: [●]

(vi) Final Averaging Dates: [●]/[Not Applicable]

(vii) Floor: [[●] per cent.]/[Not Applicable]

(viii) Leverage: [[●] per cent.]/[Not Applicable]

(ix) Redemption Valuation Price$_{(Initial)}$: [●]

61 **Reverse Convertible Plus Conditional Downside Redemption** [Applicable]/[Not Applicable]

(i) Strike Price: [●]/[[●] per cent. of Redemption Valuation Price$_{(Initial)}$]

(ii) Redemption Calculation Amount: [●] per Calculation Amount

(iii) Capital Return Percentage$_1$: [●] per cent.

(iv) Capital Return Percentage$_2$: [●] per cent.

(v) Capital Return Percentage$_3$: [●] per cent.

(vi) Final Valuation Date: [●]

(vii) Final Averaging Dates: [●]/[Not Applicable]

(viii) Floor: [[●] per cent.]/[Not Applicable]

(ix) Leverage: [[●] per cent.]/[Not Applicable]

(x) Redemption Valuation Price$_{(Initial)}$: [●]

(xi) Redemption Barrier Provisions: [Applicable:]/[Not Applicable]

[Reference	Redemption Barrier	Redemption	Alternative Pre-nominated Index of

Item]/[Basket]:	Period:	Barrier:	Redemption Barrier
	[●]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]/[Not Applicable]
	[●]	[●]	[●]/[Not Applicable]

	(xii) Redemption Barrier Event:	[Less than]/[Less than or equal to]/[Greater than]/[Greater than or equal to]
	(xiii) Redemption Barrier Observation Date(s):	[●]/[Each day in the Redemption Barrier Observation Period]
	(xiv) Redemption Barrier Observation Period:	[From and including the [●]/[●]th Business Day prior to the Maturity Date to and including the [[●]th Business Day prior to] the Maturity Date]/[●]
	(xv) Redemption Barrier Observation Time:	[●]/[Closing]/[Intraday]
62	**Inflation Protected Redemption**	[Applicable]/[Not Applicable]
	(i) Strike Price:	[[●]/[[●] per cent. of the Relevant Level$_{(Initial)}$]]
	(ii) Redemption Calculation Amount:	[●] per Calculation Amount
	(iii) Capital Return Percentage:	[●] per cent.
	(iv) Reference Month$_{(Initial)}$:	[●]
	(v) Reference Month$_{(Final)}$:	[●]
	(vi) Leverage:	[[●] per cent.]/[Not Applicable]
	(vii) Cap:	[●]/[Not Applicable]
	(viii) Floor:	[●]/[Not Applicable]
	(ix) Relevant Level$_{(Initial)}$:	[●]
63	**Dual Currency Redemption**	[Applicable]/[Not Applicable]
	(i) Redemption Calculation Amount:	[●] per Calculation Amount
	(ii) Specified Currency Redemption Percentage:	[●]/[Not Applicable]
	(iii) Secondary Currency:	[●]
	(iv) Secondary Currency Final Price:	[●]/[Not Applicable]
	(v) Secondary Currency Redemption Percentage:	[●]/[Not Applicable]
	(vi) Secondary Currency Conversion Rate:	
	(a) Forward Rate:	[●]/[Not Applicable]
	(b) Spot Rate:	[Applicable]/[Not Applicable]
	(I) Secondary Currency Spot Conversion Rate:	
	Cross Rate:	[Applicable]/[Not Applicable]
	[- Crossing Currency:	[●]
	Cross Rate Rounding:	[Applicable]/[Not Applicable]
	- Number of Cross Rate Rounding Places:	[●]]
	[Secondary Currency Spot Conversion Rate][Specified-	

Crossing Currency FX Rate]:	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- [Secondary Currency FX Price Source]/[Specified-Crossing Currency FX Price Source]:	
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Secondary Currency Conversion Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Secondary Currency FX Rate:]	
Alternative FX Benchmark:	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Crossing-Secondary Currency FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Secondary Currency Conversion Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
Secondary Currency Conversion Date:	
- Number of Secondary Currency FX Business Days:	[●]
Maximum Days of Postponement:	[●]/[Not Applicable]
Principal Financial Centre(s):	[●]/[As stated in Dual Currency Redemption Payout Condition 8.6]
Disruption Fallbacks in respect of FX Rate:	[Calculation Agent Determination] [Currency-Reference Dealers] [Other Published Sources] [Postponement] [Yen Calculation Agent Determination

[FX Reference Banks: [●]]

[EM Valuation Postponement

[Maximum Days of EM Valuation Postponement: [●]]

[EM Valuation Fallback Postponement

[Maximum Days of EM Valuation Fallback Postponement: [●]]

[Fallback Reference Price:

Cross Rate:	[Applicable]/[Not Applicable]
[- Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
- Number of Cross Rate Rounding Places:	[●]]
[Secondary Currency Spot Conversion Rate][Specified-Crossing Currency FX Rate]:	
Alternative FX Benchmark	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- [Secondary Currency FX Price Source]/[Specified-Crossing Currency FX Price Source]:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Secondary Currency Conversion Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Secondary Currency FX Rate:]	
Alternative FX Benchmark	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]
[FX Price Source	[Applicable]/[Not

Determination:	Applicable]
- Secondary Currency FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Secondary Currency Conversion Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Cross Rate Fallback:	
Fallback Crossing Currency:	[●]
Cross Rate Rounding:	[Applicable]/[Not Applicable]
[- Number of Cross Rate Rounding Places:	[●]]
[Secondary Currency Spot Conversion Rate][Specified-Crossing Currency FX Rate]:	
Alternative FX Benchmark	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- [Secondary Currency FX Price Source]/[Specified-Crossing Currency FX Price Source]:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Secondary Currency Conversion Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]
[Crossing-Secondary Currency FX Rate:]	

Alternative FX Benchmark	[●]
[ISDA Determination:	[Applicable]/[Not Applicable]
- Settlement Rate Option:	[●]
[FX Price Source Determination:	[Applicable]/[Not Applicable]
- Secondary Currency FX Price Source:	[●]
- Number of FX Settlement Days:	[●]
- FX Settlement Business Centre(s):	[●]
- Secondary Currency Conversion Time:	[●]
- Reciprocal Rounding:	[Applicable]/[Not Applicable]
- Number of Reciprocal Rounding Places:	[●]]

Unscheduled Holiday:	[Applicable]/[Not Applicable]
[Maximum Days of Unscheduled Holiday Postponement:	[●]]
Cumulative Events:	[Applicable]/[Not Applicable]
[Maximum Days of Cumulative Postponement:	[●]]
Secondary Currency FX Disruption Events:	[Benchmark Obligation Default Benchmark Obligation: [●]] [Price Materiality Price Materiality Primary Rate: [●] Secondary Rate: [●] Price Materiality Percentage: [●]] [Currency Replacement] [Dual Exchange Rate] [Governmental Authority Event] [Illiquidity] [Inconvertibility] [Non-Transferability] [Price Source Disruption]
(vii) FX Disruption Fallbacks in respect of FX Administrator/Benchmark Events:	[●]/[None]
(viii) Redemption Barrier Provisions:	[Applicable]/[Not Applicable]

[Reference Item]/[Basket]:	Redemption Barrier Period:	Redemption Barrier:	Alternative Pre-nominated Index of

		Redemption Barrier
[●]	[●]	[●]/[Not Applicable]
[●]	[●]	[●]/[Not Applicable]
[●]	[●]	[●]/[Not Applicable]

(ix)	Redemption Barrier Event:	[Less than]/[Less than or equal to]/ [Greater than]/[Greater than or equal to]
(x)	Redemption Barrier Observation Date(s):	[●]/[Each day in the Redemption Barrier Observation Period]
(xi)	Redemption Barrier Observation Period:	[From and including the [●]th Business Day prior to the Maturity Date to and including the[[●]th Business Day prior to] the Maturity Date]
(xii)	Redemption Barrier Observation Time:	[●]/[Closing]/[Intraday]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

64	**Form of Notes**	[Bearer Notes - Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on [●] days' notice]/[at any time]/[in the limited circumstances specified in the Permanent Global Note] [Bearer Notes - Temporary Global Note exchangeable for Definitive Notes on [●] days' notice] [Bearer Notes - Permanent Global Note exchangeable for Definitive Notes on [[●] days' notice]/[at any time]/[in the limited circumstances specified in the Permanent Global Note] [Registered Notes – Global Note Certificate[s]] – [Euroclear/Clearstream, Luxembourg]/[CMU Service]
65	**New Global Note**	[Yes]/[No]
66	**Additional Disruption Events**	[Applicable]/[Not Applicable] [Change in Law] [Hedging Disruption] [Increased Cost of Hedging] [Increased Cost of Stock Borrow] [Loss of Stock Borrow] [Force Majeure] [Illegality]
67	**Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature)**	[Not Applicable]/[●]
68	**Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made**	[Not Applicable]/[●]
69	**Alternative Pre-nominated Benchmark Rate**	[Not Applicable]/[●]

DISTRIBUTION

70	**U.S. Selling Restrictions**	[Reg S Category 2; TEFRA C/TEFRA D/TEFRA Not Applicable]

LISTING AND ADMISSION TO TRADING APPLICATION

These Final Terms comprise the final terms required for issue [and] admission to trading of the Notes described herein pursuant to the Global Medium Term Note Programme of Lloyds Bank plc.

[Information on underlying assets] has been extracted from [*source*]. The Bank confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.

Signed on behalf of the Bank:

By:

…….

Duly authorised

PART B — OTHER INFORMATION

1 **LISTING AND ADMISSION TO TRADING**

(i) Listing and admission to trading:	Application [has been]/[is expected to be] made by the Bank (or on its behalf) for the Notes to be listed on the Official List of the FCA and to be admitted to trading on the regulated market of the London Stock Exchange with effect from [●]/[on or around [●]].
(ii) Estimate of total expenses related to admission to trading:	[●]

2 **RATING**

Ratings:	[The Notes to be issued have not been rated.] [The Notes to be issued have been rated: [S&P: [●]] [Moody's: [●]] [Fitch: [●]]

3 **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE]/[OFFER]**

["Save as discussed in "*Selling Restrictions*", so far as the Bank 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**

(i) [Reasons for the offer:	[●]]
(ii) [Estimated net proceeds:	[●]]
(iii) [Estimated total expenses:	[●]]

5 **[Fixed Rate Notes only — YIELD**

Indication of yield	The yield is calculated at the Issue Date on the basis of the Issue Price, using the formula below. [●] Calculated using the method above, the yield is [●] on the Issue Date. As set out above, 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 [GBP LIBOR]/[EURIBOR]/[other] rates can be obtained from [Reuters].]

7 **OPERATIONAL INFORMATION**

ISIN:	[●]/[Not Applicable]
Common Code:	[●]
CFI:	[●]
FISN;	[●]
Swiss Securities Number	[●]/[Not Applicable]

(*Valorennummer*):	
WKN Number (*Wertpapierkennnummer*):	[●]/[Not Applicable]
Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s):	[Not Applicable]/[●]]/ [The Notes will be cleared through the CMU Service. CMU Instrument Number: [●]. Persons holding a beneficial interest in the Notes through Euroclear or Clearstream, Luxembourg will hold their interests through an account opened and held by Euroclear or Clearstream, Luxembourg (as applicable) with the CMU Operator.]
Delivery:	Delivery [against]/[free of] payment
Names and addresses of additional Paying Agent(s) (if any):	[●]/[Not Applicable]
[Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)] [include this text for registered notes] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and 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.]/ [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper) [include this text for registered notes]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]
Relevant Benchmark[s]:	[[*specify benchmark*] is provided by [*administrator legal name*]]. As at the date hereof, [[*administrator legal name*][appears]/[does not appear]] in the register of administrators and benchmarks established

		and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of the Benchmark Regulation]/[As far as the Bank is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of the Benchmark Regulation]/[Not Applicable]
8	**ADDITIONAL US FEDERAL INCOME TAX CONSIDERATIONS**	[The Notes are [not] Specified ELIs for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. [Additional information regarding the application of Section 871(m) to the Notes will be available from [give name(s) and address(es) of Issuer contact].]] (*The Notes will not be Specified ELIs if they (i) are issued prior to January 1, 2021 and provide a return that differs significantly from the return on an investment in any referenced U.S. equity (including any U.S. equity that is a component of a referenced index) or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Notes are issued on or after January 1, 2021 and reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities, further analysis would be required. If the Notes are Specified ELIs, include the "Additional information" sentence and provide the appropriate contact information at the Issuer.*)]
9	**INDEX DISCLAIMER**	[The following provisions apply in relation to the [relevant] [Index]/[Commodity Index] and/or [Index Sponsor]/[Commodity Index Sponsor: [●]]/[Not Applicable]

USE OF PROCEEDS

This section sets out what the proceeds from the sale of Notes will be used for.

The net proceeds of each issue of Notes will be used for the general business purposes of Lloyds Bank Group.

CLEARING AND SETTLEMENT

This section provides information on the ways in which Notes may be cleared and settled through clearing systems.

Book-Entry Ownership

Bearer Notes

The Bank may make applications to Clearstream, Luxembourg and/or Euroclear for acceptance in their respective book-entry systems in respect of any Series of Bearer Notes. In respect of Bearer Notes, a temporary Global Note and/or a permanent Global Note in bearer form without coupons may be deposited with a common depositary or common safekeeper, as the case may be, for Clearstream, Luxembourg and/or Euroclear or an Alternative Clearing System (including, in the case of CMU Notes, the CMU Service) as agreed between the Bank and relevant Dealer(s). Transfers of interests in such temporary Global Notes or permanent Global Notes will be made in accordance with the normal Euromarket debt securities operating procedures of Clearstream, Luxembourg and Euroclear or, if appropriate, the Alternative Clearing System. Each Global Note deposited with a common depositary or common safekeeper, as the case may be, on behalf of Euroclear and Clearstream, Luxembourg will have an ISIN and a Common Code, and, where applicable, the identification number for any other relevant clearing system (including the Swiss securities number (*Valorennummer*) or German WKN number (*Wertpapierkennnummer*), as the case may be). Global Notes deposited with a common depository or nominee or custodian of an Alternative Clearing System may have additional or alternative identifiers, as set out in the relevant Final Terms.

Registered Notes

The Bank may make applications to Clearstream, Luxembourg and/or Euroclear and/or an Alternative Clearing System (including, in the case of CMU Notes, the CMU Service) for acceptance in their respective book-entry systems in respect of the Registered Notes to be represented by a Global Note Certificate. Each Global Note Certificate deposited with a nominee for Clearstream, Luxembourg and/or Euroclear will have an ISIN and a Common Code, and, where applicable, the identification number for any other relevant clearing system (including the Swiss securities number (*Valorennummer*) or German WKN number (*Wertpapierkennnummer*), as the case may be). Global Note Certificates registered in the name of a nominee for an Alternative Clearing System may have additional or alternative identifiers, as set out in the relevant Final Terms.

All Registered Notes will initially be in the form of a Global Note Certificate. Individual Certificates will only be available in amounts specified in the relevant Final Terms.

Transfers of Registered Notes

Transfers of interests in Global Note Certificates within Clearstream, Luxembourg, Euroclear and the CMU Service will be in accordance with the usual rules and operating procedures of the relevant clearing system. The laws of some states in the United States require that certain persons take physical delivery in definitive form of securities. Consequently, the ability to transfer interests in a Global Note Certificate to such persons may be limited.

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Clearstream, Luxembourg and/or Euroclear and/or the CMU Service will generally have a settlement date three Business Days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Clearstream, Luxembourg, Euroclear and the CMU Service will need to have an agreed settlement date between the parties to such transfer.

Individual Certificates

Registration of title to Registered Notes in a name other than a depositary or its nominee for Clearstream, Luxembourg, Euroclear and the CMU Service or for an Alternative Clearing System will be permitted only in the circumstances set forth in "*Summary of Provisions Relating to the Notes while in Global Form – Exchange – Global Note Certificates*". In such circumstances, the Bank will cause sufficient individual Certificates to be executed and delivered to the Registrar for completion, authentication and despatch to the relevant Noteholder(s). A person having an interest in a Global Note Certificate must provide the Registrar with a written order containing instructions and such other information as the Bank and the Registrar may require to complete, execute and deliver such individual Certificates.

CMU

The CMU Service is a central depositary service provided by the Central Moneymarkets Unit of the HKMA for the safe custody and electronic trading between the CMU Members of capital markets instruments ("**CMU Instruments**") which are specified in the CMU Manual (as defined in the Agency Agreement) as capable of being held within the CMU Service.

The CMU Service is only available to CMU Instruments issued by a CMU Member or by a person for whom a CMU Member acts as agent for the purposes of lodging instruments issued by such persons. Membership of the services is open to all members of the Hong Kong Capital Markets Association, "authorised institutions" under the Banking Ordinance (Cap. 155) of Hong Kong and other domestic and overseas financial institutions at the discretion of the HKMA.

Compared to clearing services provided by Euroclear and Clearstream, Luxembourg, the standard custody and clearing service provided by the CMU Service is limited.

For example, the HKMA will not obtain certificates of non-U.S. beneficial ownership from CMU Members or provide any such certificates on behalf of CMU Members. The CMU Lodging Agent will collect such certificates from the relevant CMU Members identified from a CMU Instrument Position Report obtained by request from the HKMA for this purpose.

CERTAIN DEFINITIONS

This section sets out the meanings of certain defined terms that are used in this Prospectus.

In this Prospectus, reference to:

(i) "**Affiliate**" is to, 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, where, for these purposes, "**control**" means ownership of a majority of the voting power of an entity;

(ii) "**Company**" or "**LBG**" is to Lloyds Banking Group plc;

(iii) "**FCA**" is to the United Kingdom Financial Conduct Authority;

(iv) "**FSA**" is to the United Kingdom Financial Services Authority;

(v) "**FSMA**" is to the Financial Services and Markets Act 2000;

(vi) "**HBOS Group**" or "**HBOS**" is to HBOS plc and its subsidiary and associated undertakings;

(vii) "**LBCM**" is to Lloyds Bank Corporate Markets plc;

(viii) "**Issuer**", "**Lloyds Bank**" or "**Bank**" is to Lloyds Bank plc;

(ix) "**Lloyds Bank Group**", "**Lloyds**" or the "**Group**" is to the Bank and its subsidiary and associated undertakings;

(x) "**Lloyds Banking Group**" is to the Company and its subsidiary and associated undertakings (including the members of Lloyds Bank Group);

(xi) "**PRA**" is to the United Kingdom Prudential Regulation Authority; and

(xii) "**UK**" is to the United Kingdom.

LLOYDS BANK GROUP

This section provides a description of Lloyds Bank Group's business activities as well as certain financial information and key risks faced by Lloyds Bank Group.

Overview

As at the date of this Prospectus, the Bank is the principal operating subsidiary of Lloyds Banking Group and is wholly owned by the Company. Accordingly, set out below is information relating to Lloyds Banking Group, the Group and the Bank which is necessary in order for investors to understand the business of the Bank and the relevance of its relationship with the Company.

The Group is a leading provider of financial services to individual and business customers in the UK. The Bank operates under the Companies Act 2006.

History and Development of Lloyds Banking Group

The history of the Group can be traced back to the 18th century when the banking partnership of Taylors and Lloyds was established in Birmingham, England. Lloyds Bank Plc was incorporated in 1865 and during the late 19th and early 20th centuries entered into a number of acquisitions and mergers, significantly increasing the number of banking offices in the UK. In 1995, it continued to expand with the acquisition of the Cheltenham and Gloucester Building Society.

TSB Group plc became operational in 1986 when, following UK Government legislation, the operations of four Trustee Savings Banks and other related companies were transferred to TSB Group plc and its new banking subsidiaries (the "**TSB Group**"). By 1995, the TSB Group had, either through organic growth or acquisition, developed life and general insurance operations, investment management activities, and a motor vehicle hire purchase and leasing operation to supplement its retail banking activities.

In 1995, TSB Group merged with Lloyds Bank Plc. Under the terms of the merger, the TSB and Lloyds Bank groups were combined under TSB Group, which was re-named Lloyds TSB Group plc ("**LTSB**"), with Lloyds Bank Plc, which was subsequently re-named Lloyds TSB Bank plc, the principal subsidiary. In 1999, the businesses, assets and liabilities of TSB Bank plc, the principal banking subsidiary of the TSB Group prior to the merger, and its subsidiary Hill Samuel Bank Limited were vested in Lloyds TSB Bank plc, and in 2000, LTSB acquired Scottish Widows Limited ("**Scottish Widows**"). In addition to already being one of the leading providers of banking services in the UK, the acquisition of Scottish Widows also positioned LTSB as one of the leading suppliers of long-term savings and protection products in the UK.

The HBOS Group had been formed in September 2001 by the merger of Halifax plc ("**Halifax**") and Bank of Scotland plc ("**BoS**"). The Halifax business began with the establishment of the Halifax Permanent Benefit Building Society in 1852; the society grew through a number of mergers and acquisitions including the merger with Leeds Permanent Building Society in 1995 and the acquisition of Clerical Medical Investment Group Limited ("**CMIG**") in 1996. In 1997 the Halifax converted to plc status and floated on the London stock market. BoS was founded in July 1695, making it Scotland's first and oldest bank.

On 18 September 2008, with the support of the UK Government, the boards of LTSB and HBOS announced that they had reached agreement on the terms of a recommended acquisition by LTSB of HBOS. The shareholders of LTSB approved the acquisition at the Company's general meeting on 19 November 2008. On 16 January 2009, the acquisition was completed and LTSB changed its name to Lloyds Banking Group plc.

Pursuant to two placing and open offers which were completed by the Company in January and June 2009 and the rights issue completed in December 2009, the UK Government acquired 43.4 per cent. of the Company's issued ordinary share capital. Following sales of shares in September 2013 and March 2014 and

the completion of trading plans with Morgan Stanley & Co. International plc, the UK Government completed the sale of its shares in May 2017, returning the Group to full private ownership.

Pursuant to its decision approving state aid to Lloyds Banking Group, the European Commission required Lloyds Banking Group to dispose of a retail banking business meeting minimum requirements for the number of branches, share of the UK personal current accounts market and proportion of Lloyds Banking Group's mortgage assets. Following disposals in 2014, Lloyds Banking Group sold its remaining interest in TSB to Banco de Sabadell in 2015, and all European Commission state aid requirements were met by 30 June 2017.

On 1 June 2017, following the receipt of competition and regulatory approval, the Group acquired 100 per cent. of the ordinary share capital of MBNA, which, together with its subsidiaries, operates a UK consumer credit card business, from FIA Jersey Holdings Limited, a wholly-owned subsidiary of Bank of America.

Lloyds Banking Group successfully launched its new non ring-fenced bank, LBCM in 2018, transferring in the non ring-fenced business from the Group, thereby meeting its legal requirements under ring-fencing legislation.

As a result of the requirements of the ring-fencing regulations, the Bank sold its subsidiary, Scottish Widows Group Limited, to its ultimate holding company during 2018. In addition, the Bank and its subsidiary, BoS sold the element of their overseas and commercial banking businesses required to be transferred in order to ensure compliance with the ring-fencing legislation to LBCM, a fellow Lloyds Banking Group undertaking.

Ratings of the Bank

As at the date of this Prospectus: (i) long-term senior obligations of the Bank are rated "A+" by S&P, "Aa3" by Moody's and "A+" by Fitch; and (ii) short-term senior obligations of the Bank are rated "A-1" by S&P, "P-1" by Moody's and "F1" by Fitch.

Expected ratings in relation to Notes issued by the Bank under the Programme

S&P is expected to rate: Notes issued by the Bank under the Programme with a maturity of one year or more "A+"; and Notes issued by the Bank under the Programme with a maturity of less than one year "A-1".

Moody's is expected to rate: Notes issued by the Bank under the Programme with a maturity of one year or more "Aa3"; and Notes issued by the Bank under the Programme with a maturity of less than one year "P-1".

Notes issued by the Bank pursuant to the Programme will be rated by Fitch on a case-by-case basis (if at all).

The credit ratings referred to and included in this Prospectus have been issued by S&P, Fitch and Moody's, each of which is established in the EU and is registered under Regulation (EC) No. 1060/2009 (as amended) of the European Parliament and of the Council of 16 September 2009 on credit rating agencies.

Tranches of Notes to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to Notes already issued. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the EU and registered under Regulation (EC) No. 1060/2009 (as amended) on credit rating agencies will be disclosed in the relevant Final Terms.

A rating is not a recommendation to buy, sell or hold securities and may be subject to change, suspension or withdrawal at any time by the assigning rating agency.

For detail on credit ratings risks see "*Risk Factors – Financial Soundness Related Risks".* In particular, see *"Risk Factors – Financial Soundness Related Risks – The Group's borrowing costs and access to the capital markets are dependent on a number of factors, including any reduction in the Group's longer-term credit rating, and increased costs or reduction in access could materially adversely affect the Group's results of operations, financial condition or prospects.*".

Strategy of Lloyds Bank Group

Lloyds Bank Group is a leading provider of financial services to individual and business customers in the UK. Lloyds Bank Group's main business activities are retail and commercial banking. Services are provided through a number of well recognised brands including Lloyds Bank, Halifax and BoS and through a range of distribution channels, including the largest branch network and digital bank in the UK.

The external environment is evolving rapidly, including in relation to changing customer behaviours, the pace of technological evolution and changes in regulation. Given the capabilities of Lloyds Bank Group and the significant progress made in recent years, Lloyds Bank Group believes that it is in a strong position to compete in this environment by developing additional competitive advantages. Lloyds Bank Group will continue to transform itself to succeed in this digital world and the next phase of its strategy is intended to ensure that Lloyds Bank Group has the capabilities to deliver future success.

Business and Activities of Lloyds Bank

At 31 December 2018, the Group's activities were organised into two financial reporting segments: Retail and Commercial Banking.

Retail

Retail offers a broad range of financial service products to personal and business banking customers, including current accounts, savings, mortgages, credit cards, unsecured loans, motor finance and leasing solutions. Its aim is to be the best bank for customers in the UK, by building deep and enduring relationships that deliver value to customers, and by providing them with choice and flexibility with propositions increasingly personalised to their needs. Retail operates a multi-brand and multi-channel strategy and continues to simplify its business and provide more transparent products, helping to improve service levels and reduce conduct risks, whilst working within a prudent risk appetite.

Commercial Banking

Commercial Banking has a client-led, low risk, capital efficient strategy, committed to supporting UK-based clients and international clients with a link to the UK. Through its segmented client coverage model it provides clients with a range of products and services such as lending, transactional banking, working capital management, risk management and debt capital markets services. Continued investment in capabilities and digital propositions enables the delivery of a leading customer experience, supported by increasingly productive relationship managers, with more time spent on value-adding activities.

Material Contracts

The Company, the Bank and their subsidiaries are party to various contracts in the ordinary course of business.

Competitive Environment

The Group provides financial services to individual and business customers, predominantly in the UK but also overseas. The main business activities of the Group are retail and commercial banking.

In the retail banking market, the Group competes with banks and building societies, major retailers and internet-only providers. In the mortgage market, competitors include the traditional banks and building societies and specialist mortgage providers. The Group competes with both UK and foreign financial institutions along with emerging forms of lending in the commercial banking markets.

The markets for UK financial services, and the other markets within which the Group operates, are competitive, and management expects such competition to continue or intensify in response to competitor

behaviour, including non-traditional competitors, consumer demand, technological changes such as the growth of digital banking, and the impact of regulatory actions and other factors.

For more information see "Risk Factors – Business and Economic Risks – The Group's businesses are conducted in competitive environments, with increased competition scrutiny, and the Group's financial performance depends upon management's ability to respond effectively to competitive pressures."

Regulation

Approach of the Financial Conduct Authority ("FCA")

As per the FSMA (amended by the Financial Services Act 2012), the FCA has a strategic objective to ensure that the relevant markets function well. In support of this, the FCA has three operational objectives: to secure an appropriate degree of protection for consumers; to protect and enhance the integrity of the UK financial system and to promote effective competition in the interests of consumers.

The FCA Handbook sets out rules and guidance across a range of conduct issues with which financial institutions are required to comply including high level principles of business and detailed conduct of business standards and reporting standards.

Regulatory Approach of the PRA

As per the Financial Services Act 2012, the PRA has two statutory objectives: to promote the safety and soundness of the firms which it supervises and, with respect to insurers, to contribute to the securing of an appropriate degree of protection for policyholders. The PRA's regulatory and supervisory approach incorporates three key characteristics: to take a judgement-based approach, a forward-looking approach, and a focused-approach.

The PRA has largely inherited the prudential aspects of the former FSA Handbook, including regulations and guidance relating to capital adequacy and liquidity among several other things.

Other bodies impacting the regulatory regime

The Bank of England and HM Treasury

The agreed framework for co-operation in the field of financial stability in the financial markets is detailed in the Memorandum of Understanding published jointly by HM Treasury, the FCA (formerly the FSA) and the Bank of England (now including the PRA). The Bank of England has specific responsibilities in relation to financial stability, including: (i) ensuring the stability of the monetary system; (ii) oversight of the financial system infrastructure, in particular payments systems in the UK and abroad; and (iii) maintaining a broad overview of the financial system through its monetary stability role. The Bank of England also wholly incorporates the PRA.

UK Financial Ombudsman Service ("FOS")

The FOS provides consumers with a free and independent service designed to resolve disputes where the customer is not satisfied with the response received from the regulated firm. The FOS resolves disputes for eligible persons that cover most financial products and services provided in (or from) the UK. The jurisdiction of the FOS extends to include firms conducting activities under the Consumer Credit Act 1974. Although the FOS takes account of relevant regulation and legislation, its guiding principle is to resolve cases individually on merit on the basis of what is fair and reasonable; in this regard, the FOS is not bound by law or even its own precedent. The final decisions made by the FOS are legally binding on regulated firms who also have a requirement under the FCA rules to ensure that lessons learned as a result of determinations by the FOS are effectively applied in future complaint handling.

The Financial Services Compensation Scheme (the "FSCS")

The FSCS was established under the FSMA and is the UK's statutory fund of last resort for customers of authorised financial services firms. Companies within the Group are responsible for contributing to

compensation schemes in respect of banks and other authorised financial services firms that are unable to meet their obligations to customers. The FSCS can pay compensation to customers if a firm is unable, or likely to be unable, to pay claims against it. The FSCS is funded by levies on firms authorised by the PRA and the FCA, including companies within the Group.

Lending Standards Board

The Lending Standards Board is responsible for overseeing the Standards of Lending Practice (for both personal and business customers). The Standards of Lending Practice for personal customers cover six main areas: financial promotions and communications; product sales; account maintenance and servicing; money management; financial difficulty; and, customer vulnerability across key lending (current account overdrafts, credit cards, loans and chargecards) to consumers and charities with an income of less than £1 million. The Standards of Lending Practice for business customers apply to business customers, which at the point of lending have a non-complex ownership structure, and an annual turnover of less than £6.5 million. The standards cover eight main areas: product information; product sale; declined applications; product execution; credit monitoring; financial difficulty; portfolio management; and, vulnerability for products including loans, overdrafts, commercial mortgages, credit cards, and chargecards.

UK Competition and Markets Authority ("CMA")

The objective of the CMA is to promote competition to ensure that markets work well for consumers, businesses and the economy. Since 1 April 2014 the CMA has, with the FCA, exercised the competition functions previously exercised by the Office of Fair Trading and the Competition Commission. Through its five strategic goals (delivering effective enforcement; extending competition frontiers; refocusing competition protection; achieving professional excellence; and, developing integrated performance) the CMA impacts the banking sector in a number of ways, including powers to investigate and prosecute a number of criminal offences under competition law. In addition, the CMA is now the lead enforcer under the Unfair Terms in Consumer Contracts Regulations 1999.

UK Information Commissioner's Office

The UK Information Commissioner's Office is responsible for overseeing implementation of the Data Protection Act 2018 which enshrines the General Data Protection Regulation. This Act regulates, among other things, the retention and use of data relating to individual customers. The Freedom of Information Act 2000 (the "**FOIA**") sets out a scheme under which any person can obtain information held by, or on behalf of, a "public authority" without needing to justify the request. A public authority will not be required to disclose information if certain exemptions set out in the FOIA apply.

The Payments System Regulator ("PSR")

The PSR is an independent economic regulator for the £75 trillion payment systems industry, which was launched in April 2015. Payment systems form a vital part of the UK's financial system – they underpin the services that enable funds to be transferred between people and institutions. The purpose of PSR is to make payment systems work well for those that use them. The PSR is a subsidiary of the FCA, but has its own statutory objectives, Managing Director and Board. In summary its objectives are: (i) to ensure that payment systems are operated and developed in a way that considers and promotes the interests of all the businesses and consumers that use them; (ii) to promote effective competition in the markets for payment systems and services – between operators, payment services providers and infrastructure providers; and (iii) to promote the development of and innovation in payment systems, in particular the infrastructure used to operate those systems.

Competition Regulation

The FCA obtained concurrent competition powers with the CMA on 1 April 2015 in relation to the provision of financial services in the UK, in addition to supplementing its existing competition objective. The FCA has been undertaking a programme of work to assess markets across financial services to ascertain whether or not competition is working effectively in the best interests of consumers. In addition, the PRA also has a

secondary objective under the Financial Services (Banking Reform) Act to, so far as reasonably possible, act in a way which facilitates effective competition.

The PSR became operational in April 2015 with concurrent competition powers in respect of UK payment systems, in addition to a statutory objective to promote effective competition. The PSR has completed two market reviews into the provision of indirect access and into the ownership and competitiveness of payments infrastructure. The final report for indirect access was published in July 2016 noting some concerns with quality of access, limited choice and barriers to switching. The final report for competitiveness of payments infrastructure, also published in July 2016, noted some concerns with competition in payments infrastructure.

The FCA announced on 3 November 2016 that it would take action to improve competition in the current account market, following the CMA's recommendations in the publication of its competition investigation into personal current account ("**PCA**") and SME Banking (9 August 2016). The FCA have published their final report into the 'Strategic Review of Retail Banking Business Models' (18 December 2018) recognising that PCAs are an important source of competitive advantage for major banks. The focus on high cost credit continues with further forward work on its proposals to simplify the pricing of all overdrafts and end higher prices for unarranged overdrafts. The FCA continues to act as an observer on the "Open Banking" steering group and be involved in developing and testing "prompts" to encourage customers to consider their banking arrangements.

The UK Government has a continuing interest in competition. In November 2015, the UK Government published a document entitled "A better deal: boosting competition to bring down bills for families and firms". This document focuses on the competition aspects of the UK Government's productivity plan and aims to promote competition in various sectors, including financial services.

The new regulatory regime may lead to greater UK Government and regulatory scrutiny or intervention in the future, ranging from enforced product and service developments and payment system changes to significant structural changes. This could have a significant effect on the Group's operations, financial condition or the business of the Group.

EU Regulation

The UK is subject to the legislation introduced under the Financial Services Action Plan. However, the legislation is regularly reviewed at EU level and could be subject to change. The Group will continue to monitor the progress of these initiatives, provide specialist input on their drafting and assess the likely impact on its business.

CRD IV implements the Basel III agreement in the EU, and introduces significant changes in the prudential regulatory regime applicable to banks including: increased minimum capital ratios; changes to the definition of capital and the calculation of risk-weighted assets; and the introduction of new measures relating to leverage, liquidity and funding. CRD IV also makes changes to rules on corporate governance, including remuneration, and introduces standardised EU regulatory reporting requirements which will specify the information that must be reported to supervisors in areas such as own funds, large exposures and financial information. See also the risk factors entitled *"Regulatory and Legal Risks - The Group faces risks associated with an uncertain and rapidly evolving international and national prudential, legal and regulatory environment", "Regulatory and Legal Risks - The Group and its UK subsidiaries may become subject to the provisions of the Banking Act 2009, as amended, which could have an adverse impact on the Group's business"* and "*Business and Economic Risks - Political, legal, regulatory, constitutional and economic uncertainty arising from the outcome of the referendum on the UK's membership of the European Union could adversely impact the Group's business, results of operations, financial condition and prospects"*.

U.S. Regulation

In the United States, until 2018 the Bank and BoS maintained branches in New York, each licenced by the New York State Department of Financial Services ("**NYDFS**") and subject to regulation and examination by the NYDFS and the Federal Reserve Bank of New York. BoS also maintained a representative office in

Houston, Texas (authorised by the Texas Department of Banking ("**TXB**"), and subject to regulation and examination by TXB and the Federal Reserve Bank of Dallas). On 11 July 2018, the New York branch of BoS was closed and its licence surrendered to the NYDFS, and the NYDFS confirmed to BoS in October, 2018 that the voluntary liquidation of the BoS New York branch under the New York State Banking Law was considered concluded. On 31 December 2018, the Bank advised the NYDFS that the Bank's New York branch was closed and the Bank surrendered its New York branch licence to the NYDFS on that date. The completion of the voluntary liquidation of the Bank's New York branch is expected to occur during the first half of 2019. The closure of the New York branches of the Bank and BoS was a consequence of the need by both banks to comply with the geographic limitations of the Ring-fencing Rules. The BoS Houston representative office was also closed by BoS on 31 December 2018. In July, 2018, applications filed on behalf of LBCM with the Board of Governors of the Federal Reserve System ("**Federal Reserve Board**") and the NYDFS to permit LBCM to establish a branch in New York were approved, and on 27 July 2018, LBCM's New York branch licence was issued by the NYDFS. Also in July, 2018, at the request of the Bank, the NYDFS issued a representative office licence to the Bank. Under the New York State Banking Law, the NYDFS has the authority, in certain circumstances, to take possession of the business and property located in New York State of a bank, such as LBCM, which maintains a licenced branch in New York State. Such circumstances generally include violations of law, unsafe business practices and insolvency.

The existence of a branch of LBCM in the U.S. subjects the Company and its subsidiaries, including the Bank, doing business or conducting activities in the U.S. to oversight by the Federal Reserve Board.

As at the end of 2018, each of the Company, Lloyds Bank, HBOS, BoS and LBCM was a foreign banking organisation treated as a bank holding company within the meaning of the U.S. Bank Holding Company Act of 1956 ("**BHC Act**") in accordance with the provisions of the International Banking Act of 1978 and each had elected, with the permission of the Federal Reserve Board, to be treated as a financial holding company under the BHC Act.

As a result of the Ring-fencing Rules, from and after 1 January 2019, neither the Bank nor BoS may maintain branches or own substantial equity stakes in entities organised outside of the European Economic Area. Each of the Bank and BoS have ceased to be treated as a financial holding company under the BHC Act from and after 1 January 2019. HBOS has no direct or indirect investments or activities in the U.S., and has also ceased to be treated as a financial holding company. However, each of the Company and LBCM will continue to be treated as a financial holding company under the BHC Act.

Financial holding companies (such as the Company) may engage in a broader range of financial and related activities than are permitted to bank holding companies that do not maintain financial holding company status, including underwriting and dealing in all types of securities. A financial holding company and its depository institution subsidiaries, including the Bank, must meet certain capital ratios and be deemed to be "well managed" for purposes of the Federal Reserve Board's regulations. A financial holding company's direct and indirect activities and investments in the United States are limited to those that are "financial in nature" or "incidental" or "complementary" to a financial activity, as determined by the Federal Reserve Board.

Financial holding companies are also subject to approval requirements in connection with certain acquisitions or investments. For example, Lloyds Banking Group is required to obtain the prior approval of the Federal Reserve Board before acquiring, directly or indirectly, the ownership or control of more than 5 per cent. of any class of the voting shares of any U.S. bank or bank holding company.

Lloyds Banking Group's U.S. broker dealer, Lloyds Securities Inc. ("**LSI**"), is subject to regulation and supervision by the Securities and Exchange Commission and the Financial Industry Regulatory Authority with respect to its securities activities, including sales methods, trade practices, use of safekeeping of customers' funds and securities, capital structure, recordkeeping, conduct of directors, officers and employees and other matters pertinent to its securities business. In order to comply with the change to Ring-fencing Rules, LSI became an indirect, wholly-owned subsidiary of LBCM on 1 July 2018 as a result of the sale of

100 per cent. of the shares of LSI's direct parent (Lloyds America Securities Corporation) by the Bank to LBCM.

A major focus of U.S. governmental policy relating to financial institutions in recent years has been combating money laundering and terrorist financing and enforcing compliance with U.S. economic sanctions, with serious legal and reputational consequences for any failures arising in these areas. Lloyds Banking Group engages, or has engaged, in a limited amount of business with counterparties in certain countries which the U.S. State Department currently designates as state sponsors of terrorism, including Iran, Syria, Sudan and North Korea. Lloyds Banking Group intends to engage in new business in such jurisdictions only in very limited circumstances where Lloyds Banking Group is satisfied concerning legal, compliance and reputational issues. At 31 December 2018, Lloyds Banking Group does not believe that Lloyds Banking Group's business activities relating to countries designated as state sponsors of terrorism were material to its overall business.

Lloyds Banking Group estimates that the value of Lloyds Banking Group's business in respect of such states represented less than 0.01 per cent. of Lloyds Banking Group's total assets and, for the year ended December 2018, Lloyds Banking Group believes that Lloyds Banking Group's revenues from all activities relating to such states were less than 0.001 per cent. of its total income, net of insurance claims. This information has been compiled from various sources within Lloyds Banking Group, including information manually collected from relevant business units, and this has necessarily involved some degree of estimate and judgement.

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "**Dodd-Frank Act**"), which was enacted in the United States in 2010, has resulted in significant changes in U.S. financial regulation. The Dodd-Frank Act addresses, among other topics, systemic risk oversight, bank capital standards, the resolution of failing systemically significant financial institutions in the United States, OTC derivatives, restrictions on the ability of banking entities to engage in proprietary trading activities and make investments in and sponsor certain private equity funds and hedge funds, asset securitisation activities and securities market conduct and oversight. In addition, the Dodd-Frank Act established a regulatory framework for swap dealers and major swap participants.

Among other requirements imposed by this framework, the Dodd-Frank Act required entities that are swap dealers and major swap participants to register with the U.S. Commodity Futures Trading Commission ("**CFTC**"). Each of the Bank and LBCM is registered as a swap dealer and as such, is subject to regulation and supervision by the CFTC and the National Futures Association with respect to certain of its swap activities, including risk management practices, trade documentation and reporting, business conduct and recordkeeping, among others.

Legal Actions and Regulatory Matters

During the ordinary course of business the Group is subject to threatened or actual legal proceedings and regulatory reviews and investigations both in the UK and overseas. Set out below is a summary of the more significant matters.

Interchange fees

With respect to multi-lateral interchange fees ("**MIFs**"), Lloyds Banking Group is not directly involved in the ongoing investigations and litigation (as described below) which involve card schemes such as Visa and Mastercard. However, Lloyds Banking Group is a member/licensee of Visa and Mastercard and other card schemes:

- The European Commission continues to pursue competition investigations against Mastercard and Visa probing, amongst other things, MIFs paid in respect of cards issued outside the EEA;
- Litigation brought by retailers continues in the English courts against both Visa and Mastercard;
- Any ultimate impact on Lloyds Banking Group of the above investigations and litigation against Visa and Mastercard remains uncertain at this time.

Visa Inc completed its acquisition of Visa Europe on 21 June 2016. As part of this transaction, Lloyds Banking Group and certain other UK banks also entered into a Loss Sharing Agreement ("**LSA**") with Visa Inc, which clarifies the allocation of liabilities between the parties should the litigation referred to above result in Visa Inc being liable for damages payable by Visa Europe. The maximum amount of liability to which Lloyds Banking Group may be subject under the LSA is capped at the cash consideration which was received by Lloyds Banking Group at completion. Visa Inc may also have recourse to a general indemnity, previously in place under Visa Europe's Operating Regulations, for damages claims concerning inter or intra-regional MIF setting activities.

Payment Protection Insurance

Payment Protection Insurance (excluding MBNA)

The Group increased the provision for PPI costs by a further £746 million in the year ended 31 December 2018, bringing the total amount provided as at 31 December 2018 to £19,377 million.

The charge in 2018 related to a number of factors including higher than expected complaint volumes, which increased to approximately 13,000 per week, and associated administration costs, an increase in average redress per complaint, additional operational costs to deal with potential complaint volatility and continued improvements in data interrogation and the Group's ability to identify valid complaints. The remaining provision is consistent with an average of approximately 13,000 complaints per week to the industry deadline of the end of August 2019.

At 31 December 2018, a provision of £1,325 million remained unutilised relating to complaints and associated administration costs. Total cash payments were £1,853 million during the year ended 31 December 2018.

Sensitivities

The Group estimates that it has sold approximately 16 million PPI policies since 2000. These include policies that were not mis-sold and those that have been successfully claimed upon. Since the commencement of the PPI redress programme in 2011 the Group estimates that it has contacted, settled or provided for approximately 53 per cent. of the policies sold since 2000.

The total amount provided for PPI represents the Group's best estimate of the likely future cost. However a number of risks and uncertainties remain including with respect to future complaint volumes. The cost could differ from the Group's estimates and the assumptions underpinning them, and could result in a further provision being required. There is also uncertainty around the impact of the regulatory changes, FCA media campaign and claims management company and customer activity, and potential additional remediation arising from the continuous improvement of the Group's operational practices.

For every additional 1,000 reactive complaints per week above 13,000 on average from January 2019 through to the industry deadline of the end of August 2019, the Group would expect an additional charge of approximately £85 million.

Payment Protection Insurance (MBNA)

As announced in December 2016, the Group's exposure is capped at £240 million, which is already provided for through an indemnity received from Bank of America. MBNA increased its PPI provision by £100 million in the year ended 31 December 2018, but the Group's exposure continues to remain capped at £240 million under the arrangement with Bank of America, notwithstanding this increase by MBNA.

Libor and other trading rates

In July 2014, Lloyds Banking Group announced that it had reached settlements totalling £217 million (at 30 June 2014 exchange rates) to resolve with UK and U.S. federal authorities legacy issues regarding the manipulation several years ago of Group companies' submissions to the British Bankers' Association LIBOR and Sterling Repo Rate. Lloyds Banking Group continues to cooperate with various other government and

regulatory authorities, including the Swiss Competition Commission, and a number of U.S. State Attorneys General, in conjunction with their investigations into submissions made by panel members to the bodies that set LIBOR and various other interbank offered rates.

Certain Lloyds Banking Group companies, together with other panel banks, have also been named as defendants in private lawsuits, including purported class action suits, in the U.S. in connection with their roles as panel banks contributing to the setting of U.S. Dollar, Japanese Yen and Sterling LIBOR and the Australian BBSW Reference Rate. Certain of the plaintiffs' claims, have been dismissed by the U.S. Federal Court for Southern District of New York (subject to appeals).

Certain Lloyds Banking Group companies are also named as defendants in: (i) UK based claims; and (ii) in two Dutch class actions, raising LIBOR manipulation allegations. A number of the claims against the Group in relation to the alleged mis-sale of interest rate hedging products also include allegations of LIBOR manipulation.

It is currently not possible to predict the scope and ultimate outcome on Lloyds Banking Group of the various outstanding regulatory investigations not encompassed by the settlements, any private lawsuits or any related challenges to the interpretation or validity of any of Lloyds Banking Group's contractual arrangements, including their timing and scale.

Packaged bank accounts

The Group has provided a further £45 million in the year ended 31 December 2018 (£245 million was provided in the year ended 31 December 2017) in respect of complaints relating to alleged mis-selling of packaged bank accounts, raising the total amount provided to £795 million. A number of risks and uncertainties remain particularly with respect to future volumes.

Arrears handling related activities

The Group has provided an additional £151 million in the year ended 31 December 2018 for the costs of identifying and rectifying certain arrears management fees and activities, taking the total provided as at 31 December 2018 to £793 million. The Group has put in place a number of actions to improve its handling of customers in these areas and has made good progress in reimbursing arrears fees to impacted customers.

Provisions for other legal actions and regulatory matters

In the course of its business, the Group is engaged in discussions with the PRA, FCA and other UK and overseas regulators and other governmental authorities on a range of matters. The Group also receives complaints in connection with its past conduct and claims brought by or on behalf of current and former employees, customers, investors and other third parties and is subject to legal proceedings and other legal actions. Where significant, provisions are held against the costs expected to be incurred in relation to these matters and matters arising from related internal reviews. During the year ended 31 December 2018, the Group charged a further £561 million in respect of legal actions and other regulatory matters, and the unutilised balance at 31 December 2018 was £707 million (31 December 2017: £1,084 million).

UK shareholder litigation

In August 2014, Lloyds Banking Group and a number of former directors were named as defendants in a claim by a number of claimants who held shares in LTSB prior to the acquisition of HBOS, alleging breaches of duties in relation to information provided to shareholders in connection with the acquisition and the recapitalisation of LTSB. The defendants refute all claims made. A trial commenced in the English High Court on 18 October 2017 and concluded on 5 March 2018 with judgment to follow. It is currently not possible to determine the ultimate impact on Lloyds Banking Group (if any).

Tax authorities

Lloyds Banking Group has an open matter in relation to a claim for group relief of losses incurred in its former Irish banking subsidiary, which ceased trading on 31 December 2010. In 2013, HMRC informed

Lloyds Banking Group that their interpretation of the UK rules which allow the offset of such losses denies the claim. If HMRC's position is found to be correct management estimate that this would result in an increase in current tax liabilities of approximately £770 million (including interest) and a reduction in Lloyds Banking Group's deferred tax asset of approximately £250 million (overall impact on Lloyds Banking Group of £910 million). Lloyds Banking Group does not agree with HMRC's position and, having taken appropriate advice, does not consider that this is a case where additional tax will ultimately fall due. There are a number of other open matters on which the Group is in discussion with HMRC (including the tax treatment of certain costs arising from the divestment of TSB Banking Group plc), none of which is expected to have a material impact on the financial position of the Group.

Residential mortgage repossessions

In August 2014, the Northern Ireland High Court handed down judgment in favour of the borrowers in relation to three residential mortgage test cases concerning certain aspects of Lloyds Banking Group's practice with respect to the recalculation of contractual monthly instalments of customers in arrears. The FCA has been actively engaged with the industry in relation to these considerations and has published guidance on the treatment of customers with mortgage payment shortfalls. The guidance covers remediation for mortgage customers who may have been affected by the way firms calculate these customers' monthly mortgage instalments. Lloyds Banking Group has implemented the FCA guidance and has now contacted all affected customers.

Mortgage arrears handling activities

On 26 May 2016, Lloyds Banking Group was informed that an enforcement team at the FCA had commenced an investigation in connection with Lloyds Banking Group's mortgage arrears handling activities. This investigation is ongoing and Lloyds Banking Group continues to cooperate with the FCA. It is not currently possible to make a reliable assessment of any liability that may result from the investigation including any financial penalty or public censure.

HBOS Reading – Customer Review

The Group has now completed its compensation assessment for all 71 business customers within the customer review, with more than 96 per cent. of these offers accepted. In total, more than £96 million has been offered of which £78 million has so far been accepted, in addition to £9 million for *ex-gratia* payments and £5 million for the reimbursements of legal fees.

The assessment followed the conclusion of a criminal trial in which a number of individuals, including two former HBOS employees, were convicted of conspiracy to corrupt, fraudulent trading and associated money laundering offences which occurred prior to the acquisition of HBOS by Lloyds Banking Group in 2009. The Group has provided a further £15 million in the year ended 31 December 2018 for customer settlements, raising the total amount provided to £115 million and is now nearing the end of the process of paying compensation to the victims of the fraud, including *ex-gratia* payments and re- imbursements of legal fees.

HBOS Reading – FCA Investigation

On 7 April 2017, the FCA announced that it had resumed its investigation into the events surrounding the discovery of misconduct within the Reading-based Impaired Assets team of HBOS. The investigation is ongoing and Lloyds Banking Group continues to cooperate with the FCA. It is not currently possible to make a reliable assessment of any liability that may result from the investigation including any financial penalty or public censure.

Contingent liabilities in respect of other legal actions and regulatory matters

In addition, during the ordinary course of business the Group is subject to other complaints and threatened or actual legal proceedings (including class or group action claims) brought by or on behalf of current or former employees, customers, investors or other third parties, as well as legal and regulatory reviews, challenges, investigations and enforcement actions, both in the UK and overseas. All such material matters are

periodically reassessed, with the assistance of external professional advisers where appropriate, to determine the likelihood of the Group incurring a liability. In those instances where it is concluded that it is more likely than not that a payment will be made, a provision is established to management's best estimate of the amount required at the relevant balance sheet date. In some cases it will not be possible to form a view, for example because the facts are unclear or because further time is needed properly to assess the merits of the case, and no provisions are held in relation to such matters. In these circumstances, specific disclosure in relation to a contingent liability will be made where material. However the Group does not currently expect the final outcome of any such case to have a material adverse effect on its financial position, operations or cash flows.

Major Shareholders and Related Party Transactions

Major Shareholders

Based solely on the Schedule 13-G filed by BlackRock, Inc. with the SEC dated 5 February 2019, as at 31 December 2018, BlackRock, Inc. beneficially owned 6.5 per cent. (representing 4,598,344,792 ordinary shares) of the Company's issued ordinary share capital. Based solely on the Form TR-1 filed with the FCA dated 30 October 2018, as at 29 October 2018, Harris Associates LP beneficially owned 4.99 per cent. (representing 3,551,514,571 ordinary shares) of the Company's issued ordinary share capital. Further information on HM Treasury's previous shareholding in the Company is provided in "*History and Development of Lloyds Banking Group*".

As at 15 February 2019, the Company had 2,398,282 registered ordinary shareholders. The majority of the Company's ordinary shareholders are registered in the United Kingdom. 2,393,491,489 ordinary shares, representing 3.36 per cent. of the Company's issued share capital, were held by BNY Mellon as depositary for the ordinary share American Depositary Share Programme through which there were 186 record holders.

Additionally, the majority of the Company's preference shareholders are registered in the United Kingdom, with a further one record holder with an address in the United States registered through the Company's preference share American Depositary Share Programme.

All shareholders within a class of the Company's shares have the same voting rights.

Related Party Transactions

The Group, as at 31 December 2018, had related party transactions with 20 key management personnel, certain of its pension funds, collective investment schemes and joint ventures and associates.

Directors of the Bank

A11.9.1

The Directors of the Bank, the business address of each of whom is 25 Gresham Street, London EC2V 7HN, England, and their respective principal outside activities, where significant to the Bank, are as follows:

Name	Principal outside activities
Non-Executive Directors	
Lord Blackwell Chairman	Governor of the Yehudi Menuhin School and a member of the Governing Body of the Royal Academy of Music.
Sarah Bentley Independent Director	None
Alan Dickinson Independent Director	Chairman of Urban&Civic plc.

Name	Principal outside activities
Anita Frew Deputy Chairman and Independent Director	Chairman of Croda International Plc and a Non-Executive Director of BHP Billiton.
Brendan Gilligan Independent Director	Non-Executive Director of Cabot Credit Management Group Limited and Cabot UK Holdco Limited.
Simon Henry Independent Director	Non-Executive Director of Rio Tinto plc and Rio Tinto Limited, Chairman of the Audit Committee of Rio Tinto plc, Independent Director of PetroChina Company Limited, Member of the Defence Board and Chair of the Defence Audit Committee, UK Government, Member of the Advisory Panel of CIMA and of the Advisory Board of the Centre for European Reform.
Nigel Hinshelwood Senior Independent Director	Non-Executive Director of Nordea Bank AB, Chairman of the Risk Committee and a member of the Operations and Compliance Committee for Nordea Bank AB. Non-Executive Director of Lloyds of London and a member of the Risk Committee and Innovation Committee for Lloyds of London.
Lord Lupton CBE Independent Director and Chairman of Lloyds Bank Corporate Markets plc	Senior Advisor to Greenhill Europe and Chairman of the Trustees of the Lovington Foundation.
Amanda Mackenzie OBE Independent Director	Chief Executive of Business in the Community – The Prince's Responsible Business Network, a Life Fellow of the Royal Society of Arts and Fellow of the Marketing Society.
Nick Prettejohn Independent Director and Chairman of Scottish Widows Group	Chairman of Reach plc (formerly Trinity Mirror plc) and of their Nomination Committee, Chairman of the Royal Northern College of Music and a member of the Board of Opera Ventures.
Stuart Sinclair Independent Director	Senior Independent Director and Chair of the Risk and Capital Committee at QBE UK Limited (formerly QBE Insurance (Europe) Limited).
Sara Weller CBE Independent Director	Non-Executive Director of United Utilities Group and Chair of their Remuneration Committee and a member of their Nomination Committee, Lead Non-Executive Director at the Department for Work and Pensions, a Governing Council Member of Cambridge University and Trustee of Lloyds Bank Foundation for England and Wales.

Name	Principal outside activities
Executive Directors	
António Horta-Osório Executive Director and Group Chief Executive	Non-Executive Director of EXOR N.V., Fundação Champalimaud and Sociedade Francisco Manuel dos Santos in Portugal, a member of the Board of Stichting INPAR Management/Enable and Chairman of the Wallace Collection.
George Culmer Executive Director and Chief Financial Officer	None.
Juan Colombás Executive Director and Chief Operating Officer	Member of the Practitioner Panel of the Financial Conduct Authority.

None of the directors of the Bank, except for Stuart Sinclair and Lord Lupton, has any actual or potential conflict between their duties to the Bank and their private interests or other duties as listed above. Stuart Sinclair is Senior Independent Director at QBE UK Limited (formerly QBE Insurance (Europe) Limited), a general insurance and reinsurance company. Lord Lupton is a senior advisor to Greenhill Europe, an investment bank focused on providing financial advice on significant mergers, acquisitions, restructurings, financings and capital raising to corporations, partnerships, institutions and governments. The Board has recognised that potential conflicts may arise as a result of these positions. The Board has authorised the potential conflicts and requires Mr Sinclair and Lord Lupton to recuse themselves from discussions, should the need arise.

TAXATION

This section sets out a summary of certain taxation considerations relating to the Notes.

1 General

The following comments are of a general nature, are based on the Bank's understanding of current law and practice and are included in this document solely for information purposes. These comments are not intended to be, nor should they be regarded as, legal or tax advice. The precise tax treatment of a holder of a Note will depend for each issue on the terms of the Note, as specified in the applicable Conditions under the law and practice at the relevant time. These comments assume there will be no substitution of the Bank and do not address the consequences of any such substitution (notwithstanding that such substitution may be permitted by the terms and conditions of the Notes). Prospective holders of Notes should consult their own tax advisers in all relevant jurisdictions to obtain advice about their particular tax treatment in relation to such Notes. In particular, no representation is made as to the manner in which payments under the Notes would be characterised by any relevant taxing authority.

2 United Kingdom Taxation

The comments below are of a general nature based on current United Kingdom tax law as applied in England and Wales and HMRC practice (which may not be binding on HMRC) and are not intended to be exhaustive. They do not necessarily apply where the income is deemed for tax purposes to be the income of any other person. They relate only to the position of persons who are the absolute beneficial owners of their Notes, and may not apply to certain classes of persons such as dealers, certain professional investors, or persons connected with the Bank. The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Any Noteholders who are in doubt as to their own tax position, or who may be subject to tax in a jurisdiction other than the United Kingdom, should consult their professional advisers.

2.1 *Withholding Tax on Payments of Interest*

(A) *Exemption for interest payments in respect of Notes listed on a recognised stock exchange*

Where the Notes carrying a right to intrest, are and continue to be listed on a recognised stock exchange within the meaning of section 1005 of the Income Tax Act 2007 ("**ITA 2007**"), payments of interest by the Bank on the Notes may be made without withholding or deduction for or on account of United Kingdom income tax. The London Stock Exchange is a recognised stock exchange for the purposes of section 1005 of ITA 2007. Notes will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part VI of the Financial Services and Markets Act 2000) by the FCA and admitted to trading on the London Stock Exchange.

Where Notes are issued at an issue price of less than 100 per cent. of their principal amount any payments in respect of the accrued discount will not generally be made subject to any withholding or deduction on account of United Kingdom income tax as long as they do not constitute payments in respect of interest.

Where Notes are to be, or may fall to be, redeemed at a premium, as opposed to being issued at a discount, then any such element of premium may constitute a payment of interest and, if so, any such payment of interest may (subject to the remainder of this paragraph 2.1) be subject to United Kingdom withholding tax at the basic rate of income tax (currently 20 per cent.).

(B) *Exemption for interest payments made in the ordinary course of the Bank's business*

In addition (regardless of whether or not the Notes are listed on a recognised stock exchange described above), payments of interest by the Bank on the Notes may be made without withholding or deduction for an account of United Kingdom income tax provided that it continues to be a bank within the meaning of section 991 of ITA 2007 and provided that the interest on the Notes is paid in the ordinary course of its business within the meaning of section 878 of ITA 2007.

(C) *Exemption for interest payments to certain Noteholders*

Interest on the Notes may also generally be paid without withholding or deduction for or on account of United Kingdom income tax where at the time interest on the Notes is paid, the Bank reasonably believes either:

(a) that the beneficial owner is a United Kingdom resident company or is a non-United Kingdom resident company which is within the charge to United Kingdom corporation tax as regards the payment of interest; or

(b) that the payment is made to one of the bodies or persons, and in accordance with any applicable conditions, set out in sections 935 to 937 of ITA 2007,

provided that 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.

(D) *Exemption for interest payments in respect of Notes with a maturity of less than 365 days*

Interest on Notes with a maturity of less than one year and which are not issued with the intention, or under a scheme or arrangement the effect of which is, that such Notes form part of a borrowing intended to be capable of remaining outstanding for a year or more may be paid without withholding or deduction for or on account of United Kingdom tax.

(E) *Withholding in other situations*

In all other cases, an amount must generally be paid under deduction of United Kingdom income tax at the basic rate (currently 20 per cent.), subject to the availability of other reliefs under domestic law or to any direction to the contrary by HMRC may provide in respect of such relief as may be available pursuant to the provisions of any applicable double taxation treaty.

Where interest has been paid under deduction of United Kingdom income tax, Noteholders who are not resident in the United Kingdom for tax purposes may be able to recover all or part of the tax deducted under an applicable double taxation treaty.

In addition, an amount for or on account of United Kingdom income tax at the basic rate may have to be withheld on payments on Notes where such payments do not constitute interest for United Kingdom tax purposes but instead constitute annual payments for United Kingdom tax purposes, subject to the availability of exemptions or reliefs or subject to any direction to the contrary from HMRC in respect of such relief as may be available under an applicable double taxation treaty.

(F) *Taxation of Interest in other Circumstances*

Interest with a United Kingdom source may be chargeable to United Kingdom tax by direct assessment. Where the interest is paid without withholding or deduction for or on account of United Kingdom tax, the interest will not be assessed to United Kingdom tax in the hands of holders of the Notes (other than certain trustees) who are not resident for tax purposes in the United Kingdom, except where such persons carry on a trade, profession or vocation in the

United Kingdom through a United Kingdom branch or agency in connection with which the interest is received or to which the Notes are attributable or (in the case of companies) such persons carry on a trade in the United Kingdom through a permanent establishment in the United Kingdom in connection with which the interest is received or to which the Notes are attributable, in which case United Kingdom tax may be levied on the United Kingdom branch, agency or permanent establishment. There are exemptions for interest received by certain categories of agent.

Noteholders should recognise that the provisions relating to additional amounts referred to in "*Terms and Conditions of the Notes — Taxation*" would not apply if HMRC sought to assess directly the person entitled to the relevant interest to United Kingdom tax. However, exemption from, or reduction of, such United Kingdom tax liability might be available under an applicable double taxation treaty.

2.2 *United Kingdom Stamp Duty and Stamp Duty Reserve Tax ("SDRT")*

Depending on the terms and conditions of the relevant Notes (including, but not limited to, whether the Notes are in bearer or registered form), UK stamp duty or SDRT may be payable on the issue, or subsequent transfer of such Notes. Prospective Noteholders should take their own advice from an appropriately qualified professional adviser in this regard.

However, European and domestic court decisions have indicated that the charge to stamp duty reserve tax on the issue or transfer of debt securities into a clearing system or depositary receipt system is contrary to European law, and hence should not apply, where it is levied on a transaction which forms an integral part of a raising of capital. HMRC's published practice states that, in light of those decisions, it will not collect such stamp duty reserve tax on the issue, or (where integral to the raising of capital) the transfer, of Notes into a clearing system or depositary receipt system, provided that the Notes comprise loans raised by the issue of debentures or by other negotiable securities for the purposes of Article 5(2)(b) of the Capital Duty Directive (2008/7/EC). If the United Kingdom leaves the European Union, the government stated in its policy paper for Autumn Budget 2017 that its intention is that it "will not reintroduce the stamp duty and stamp duty reserve tax 1.5% charge on the issue of shares (and transfers integral to capital raising) into overseas clearance services and depository receipt systems following the UK's exit from the EU", however the legislative framework for the charge remains in place to date.

SELLING RESTRICTIONS

This section sets out a summary of certain restrictions regarding who can purchase the Notes in certain jurisdictions.

Subject to the terms and on the conditions contained in a Dealer Agreement dated 17 April 2018 (as modified and/or supplemented and/or restated as at the date of the issue of the Notes, the "**Dealer Agreement**") between the Bank, the Dealers (the "**Permanent Dealers**") and such additional persons that are appointed as dealers in respect of the Programme (and whose appointment has not been terminated), as the case may be, and the Arranger, the Notes will be offered on a continuous basis by the Bank to the Permanent Dealers and any such additional dealers. However, the Bank has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Bank through the Dealers, acting as agents of the Bank. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Bank may pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Bank has agreed to reimburse the Arranger for certain of its expenses incurred in connection with the establishment and update of the Programme.

The Bank has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes issued by it. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Bank.

1 United States

1.1 Notes

The Notes have not been and will not be registered under the U.S. Securities Act of 1933(the "**Securities Act**"), or any state securities laws. The Notes do not constitute, and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the United States Commodity Exchange Act of 1936, as amended (the "**Commodity Exchange Act**"), and trading in the Notes has not been approved by the United States Securities and Exchange Commission (the "**SEC**"), any state securities commission, the United States Commodity Futures Trading Commission (the "**CFTC**") under the Commodity Exchange Act, any U.S. federal or state banking authority or any other United States regulatory authority. Accordingly, the Notes may not be offered, sold, pledged, assigned, delivered, redeemed or otherwise transferred at any time within the U.S. or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph and not otherwise defined herein have the meanings given to them by Regulation S under the Securities Act.

The Notes are being offered and sold outside of the U.S. in reliance on the registration exemption contained in Regulation S. Accordingly, each Dealer has agreed (and each additional dealer named in a set of Final Terms will be required to agree) that it, its affiliates, and any person acting on its or their behalf has not offered or sold and will not at any time offer or sell Notes, directly or indirectly within the U.S. or to, or for the account or benefit of, any U.S. person and that it will send to each Dealer, distributor or person receiving a selling concession, fee or other remuneration that purchases Notes (whether upon original issuance or in any secondary transaction) a written confirmation or other notice substantially to the following effect:

*"The securities covered hereby have not been registered under the U.S. Securities Act of 1933 (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 at any time. Terms used above and not otherwise defined in the Base General Conditions have the meanings given to them by Regulation S under the Securities Act. In addition, the securities covered hereby do not constitute, and have not been marketed as, contracts of sale of a*

commodity for future delivery (or options thereon) subject to the United States Commodity Exchange Act of 1936, as amended."

Neither such Dealer nor its affiliates, nor any persons acting on its or their behalf, have engaged or will engage in any directed selling efforts (as defined in Regulation S) with respect to the Notes, and such Dealer, its affiliates and all persons acting on its or their behalf have complied and will comply with the offering restrictions requirement of Regulation S.

Offers, sales, resales or deliveries of the Notes, directly or indirectly, in the U.S. or to, or for the account or benefit of U.S. persons would constitute a violation of U.S. securities laws unless made in compliance with the registration requirements of the Securities Act or pursuant to an exemption therefrom. In addition, in the absence of relief from the CFTC, offers, sales, resales, trades or deliveries of the Notes, directly or indirectly, in the U.S. or to, or for the account or benefit of, U.S. Persons, may constitute a violation of U.S. law governing commodities trading.

As used herein, "**U.S.**" means the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction; and "**U.S. person**" means (i) an individual who is a citizen or resident of the U.S.; (ii) a corporation, partnership or other entity organized in or under the laws of the U.S. or any political subdivision thereof or which has its principal place of business in the U.S.; (iii) any estate or trust which is subject to U.S. federal income taxation regardless of the source of its income; (iv) any trust if a court within the U.S. is able to exercise primary supervision over the administration of the trust and if one or more U.S. trustees have the authority to control all substantial decisions of the trust; (v) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (ii) above; (vi) any entity organized principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (i) to (v) above or such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the CFTC's regulations by virtue of its participants being non-U.S. persons; or (vii) any other "U.S. Person" as such term may be defined in Regulation S under the Securities Act or in regulations adopted under the Commodity Exchange Act.

1.2 No offer to U.S. Persons

This Prospectus has been prepared by the Bank for use in connection with the offer and sale of Notes outside the U.S. and for the listing of Notes on the stock exchange upon which such Notes are listed as specified in the relevant Final Terms, if any. The Bank and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Prospectus does not constitute an offer to any person in the U.S. or to any U.S. person. Distribution of this Prospectus by any non-U.S. person outside the U.S. to any U.S. person or to any other person within the U.S., and those persons, if any, retained to advise such non-U.S. person with respect thereto, is unauthorised, and any disclosure without the prior written consent of the Bank of any of its contents to any such U.S. person or other person within the U.S., and those persons, if any, retained to advise such non-U.S. person, is prohibited.

1.3 Bearer Notes; TEFRA D

In addition, unless the Purchase Information or the Subscription Agreement relating to one or more Tranches specifies that the applicable TEFRA exemption is either "TEFRA C" or "not applicable", each Dealer has represented, warranted and agreed in relation to each Tranche of Bearer Notes that, except to the extent permitted under U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form as such rules for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**")) ("**TEFRA D**"):

(i) it has not offered or sold, and during a 40-day restricted period shall not offer or sell, Bearer Notes to a person who is within the United States or its possessions or to a United States person; and

(ii) it has not delivered and shall not deliver within the United States or its possessions definitive Bearer Notes that are sold during the restricted period;

(iii) it has and throughout the restricted period shall have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Bearer Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by TEFRA D;

(iv) if it is a United States person, it is acquiring the Bearer Notes for purposes of resale in connection with their original issuance and if it retains Bearer Notes for its own account, it shall only do so in accordance with the requirements of U.S. Treas. Reg. §1.163-5(c)(2)(i)(D)(6) (or any successor rules in substantially the same form as such rules for purposes of Section 4701 of the Code);

(v) with respect to each affiliate that acquires from it Bearer Notes for the purpose of offering or selling such Notes during the restricted period, it either (a) repeats and confirms the representations contained in paragraphs (i), (ii) and (iii) on behalf of such affiliate or (b) agrees that it shall obtain from such affiliate for the benefit of the Bank the representations contained in paragraphs (i), (ii) and (iii); and

(vi) it has not and will not enter into a written contract (apart from a confirmation or other notice of the transaction) for the offer or sale during the restricted period of Bearer Notes with any distributor (within the meaning of U.S. Treasury Regulation §1.163-5(c)(2)(i)(D)(4)(ii) (or any successor rules in substantially the same form as such rules for purposes of Section 4701 of the Code) other than its affiliate(s) or another Dealer unless it obtains the representations and agreements contained in this paragraph 1.3 from the person with whom it enters into such written contract.

Terms used in this paragraph have the meanings given to them by the Code and the regulations promulgated thereunder, including TEFRA D.

1.4 Bearer Notes; TEFRA C

In addition, to the extent that the Purchase Information or the Subscription Agreement relating to one or more Tranches of Bearer Notes specifies that the applicable TEFRA exemption is "TEFRA C", under U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form as such rules for purposes of Section 4701 of the Code) ("**TEFRA C**"), Bearer Notes must be issued and delivered outside the United States and its possessions in connection with their original issuance. In relation to each such Tranche, each Dealer has represented, warranted and agreed that it has not offered, sold or delivered, and shall not offer, sell or deliver, directly or indirectly, Bearer Notes within the United States or its possessions in connection with their original issuance. Further, in connection with their original issuance of Bearer Notes, it has not communicated, and shall not communicate, directly or indirectly, with a prospective purchaser if either such purchaser or it is within the United States or its possessions or otherwise involve its U.S. office in the offer or sale of Bearer Notes. Terms used in this paragraph have the meanings given to them by the Code and the regulations promulgated thereunder, including TEFRA C.

2 United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA would not, if the Bank was not an authorised person, apply to the Bank; 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.

3 Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the relevant Final Terms or Pricing Supplement in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

(ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

4 Australia

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (the "**Australian Corporations Act**") in relation to the Programme or any Notes has been, or will be, lodged with the Australian Notes and Investments Commission ("**ASIC**") or any other Government Agency. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that, unless the relevant Final Terms (or a relevant supplement to this Prospectus) otherwise provides, it:

(a) has not made or invited, and will not make or invite, an offer of the 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, this Prospectus or any other offering material or advertisement relating to the Notes in Australia,

unless:

(i) 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 or invitation does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Australian Corporations Act;

(ii) the offer or invitation does not constitute an offer to a "retail client" for the purposes of section 761G and 761GA of the Australian Corporations Act;

(iii) such action complies with any applicable laws, regulations and directives (including without limitation, the licensing requirements set out in Chapter 7 of the Australian Corporations Act) in Australia; and

(iv) such action does not require any document to be lodged with ASIC.

In addition, each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will comply with the directive issued by the Australian Prudential Regulation Authority dated 21 March 2018 as contained in Banking exemption No. 1 where the Dealer offers Notes for sale in relation to an issuance. This order requires all offers and transfers to be in parcels of not less than A$500,000 (or its equivalent in another currency) in aggregate principal amount. Banking exemption No. 1 does not apply to offers for sale and transfers which occur outside Australia.

5 Belgium

The Notes may not be distributed in Belgium by way of an offer of securities to the public, as defined in Article 3 §1 of the Belgian Law of 16 June 2006 on public offerings of investment instruments and the admission of investment instruments to trading on regulated markets, as amended from time to time, (the "**Prospectus Law**"), save in those circumstances set out in Article 3 §2-4 of the Prospectus Law.

The offering is exclusively conducted under applicable private placement exemptions and therefore it has not been and will not be notified to, and this Prospectus or any other offering material relating to the Notes has not been and will not be approved by, the Belgian Financial Services and Markets Authority (*Autorité des Services et marchés financiers / Autoriteit voor financiële diensten en markten*).

Accordingly, the offering may not be advertised and each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes and that it has not distributed, and will not distribute, any memorandum, information circular, brochure or any similar documents, directly or indirectly, to any individual or legal entity in Belgium other than:

(a) qualified investors, as defined in Article 10 of the Prospectus Law;

(b) investors required to invest a minimum of €100,000 (per investor and per transaction); and

(c) in any other circumstances set out in Article 3 §2-4 of the Prospectus Law.

This Prospectus has been issued only for the personal use of the above investors and exclusively for the purpose of the offering of Notes. Accordingly, the information contained herein may not be used for any other purpose nor disclosed to any other person in Belgium.

6 Bermuda

This Prospectus and the Notes offered hereby have not been, and will not be, filed or registered under the laws and regulations of Bermuda, nor has any regulatory authority in Bermuda passed comment upon or approved the accuracy or adequacy of this Prospectus. The Notes offered hereby may not be offered to the public in Bermuda, except in compliance with the provisions of the Investment Business Act 2006 of Bermuda which regulates the sale of securities in Bermuda and neither this Prospectus, which has not been submitted to the Bermuda Minister of Finance, the Bermuda Registrar of Companies or the Bermuda Monetary Authority, nor any offering material or information contained herein relating to the Notes, may be supplied to the public in Bermuda or used in connection with any offer for the subscription or sale of Notes to the public in Bermuda.

7 Canada

Each Dealer has represented, warranted and agreed that:

(1) the sale and delivery of any Notes to any purchaser who is a resident of Canada or otherwise subject to the laws of Canada (each such purchaser, a "**Canadian Purchaser**") by it shall be made so as to be exempt from the prospectus requirements of applicable Canadian securities laws and regulations, rulings and orders made thereunder and rules, instruments and policy statements issued and adopted by the relevant securities regulator or regulatory authority, including those applicable in each of the provinces and territories of Canada (collectively, "**Canadian Securities Laws**");

(2) without limiting the generality of paragraph (1) above, each Canadian Purchaser will be, or will be deemed to be, acquiring the Notes as principal for its own account in accordance with Canadian Securities Laws, and not as agent for the benefit of another person, and each Canadian Purchaser:

(a) must not be an individual;

(b) if such Canadian Purchaser is resident in a province or territory of Canada other than Ontario, such Canadian Purchaser must be an "accredited investor" as defined in section 1.1 of National Instrument 45-106 – *Prospectus Exemptions* ("**NI 45-106**");

(c) if such Canadian Purchaser is resident in the Province of Ontario, such Canadian Purchaser must be an "accredited investor" as defined in Section 73.3(1) of the *Securities Act* (Ontario);

(d) must not be a person created or used solely to purchase or hold the Notes as an "accredited investor" as described in paragraph (m) of the definition of "accredited investor" in section 1.1 of NI 45-106; and

(e) must meet one or more of the criteria set out in section 1.1 of National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations* in order to be classified as a "permitted client" pursuant to that instrument;

(3) it will comply with all relevant Canadian Securities Laws concerning any resale of the Notes by it and will prepare, execute, deliver, and file all documentation required by the applicable Canadian Securities Laws to permit each resale by it of Notes to a Canadian Purchaser; and

(4) it has not provided and will not provide to any Canadian Purchaser any document or other material that would constitute an "offering memorandum" for purposes of Canadian Securities Laws unless it has prepared a Canadian offering memorandum in connection with the issue of the relevant Notes, or it is able to rely on exemptions from additional disclosure requirements under applicable Canadian Securities Laws and has provided the necessary disclosure statement to the Canadian Purchaser in compliance with the requirements of such exemptions.

8 Cayman Islands

No offer or invitation by, or on behalf of, the Bank to subscribe for the Notes may be made from a place of business in the Cayman Islands to the public in the Cayman Islands.

9 Colombia

This Prospectus does not constitute an invitation to invest or a public offer in the Republic of Colombia and is not governed by Colombian law. The Notes to be issued under this Prospectus have not and will not be marketed, offered, sold or distributed in Colombia or to Colombian residents except in circumstances which do not constitute a public offer of securities in Colombia under applicable Colombian securities laws and regulations. The issuance of the Notes, its trading, and payment shall occur outside Colombia; therefore, the Notes have not been and will not be registered in the Colombian National Registry of Securities and Issuers (*Registro Nacional de Valores y Emisores*) managed by the Colombian Superintendence of Finance and will not be listed in the Colombian Stock Exchange (*Bolsa de Valores de Colombia*). The Notes may not be promoted or marketed in Colombia or to Colombian residents unless such promotion and marketing is made in compliance with Part IV of Decree 2555 of 2010 and other applicable rules and regulations related to the promotion of foreign financial and/or securities related products or services in Colombia.

This Prospectus is for the sole and exclusive use of the person or entity into whose possession this Prospectus comes and cannot be understood as addressed or be used by any third party, including but not limited to third parties for which the person or entity into whose possession this Prospectus comes can legally or contractually represent, nor any of its limited partners, administrators, or by any of the employees of the person or entity

into whose possession this Prospectus comes. Any material to be delivered in Colombia or to any person located, domiciled or established in Colombia, may not be reproduced and shall be for the sole and exclusive use of the person or entity into whose possession this Prospectus comes.

The person or entity into whose possession this Prospectus comes is deemed to acknowledge that no distinction between qualified institutional buyers and retail buyers is made under Colombian laws. Investors are deemed to acknowledge the Colombian laws and regulations (including but not limited to foreign exchange and tax regulations) applicable to any transaction or investment consummated in connection with this Prospectus and are deemed to represent that they are the sole liable party for full compliance with any such laws and regulations. The investors are deemed to represent that the investment in the Notes is a permitted investment for them under their corporate bylaws and/or particular investment regime that may be applicable and that the investment is in compliance with all provisions, limits and restrictions imposed by such investor's internal guidelines, investment policies and principles (including those relating to permissible investments and percentages of assets that may be invested in foreign currency or in assets located outside Colombia) and all other relevant acts and regulations concerning the ability of such investor to invest in the Notes.

Additionally, Colombian investors are deemed to acknowledge that the delivery of this Prospectus and any other documents related hereto does not constitute investment advisory services, thus, Colombian investors are solely liable for conducting an investment suitability analysis as per their applicable investment regime.

10 Czech Republic

No approval of a prospectus has been sought or obtained from the CNB under Act No. 256/2004 Coll. on Conducting Business in the Capital Market, as amended (the "**Capital Market Act**") with respect to the Notes. No action has been taken to passport a prospectus approved by the competent authority of the home Member State of the Bank into the Czech Republic by delivery of certificate of the competent authority of the home Member State of the Bank to the CNB attesting that a prospectus approved by the home Member State authority has been drawn up in accordance with law of the European Union.

No application has been filed nor has any permission been obtained for listing nor has any other arrangement for trading the Notes on any regulated market in the Czech Republic (as defined by the Capital Market Act) been made. Accordingly, each of the Dealers has represented and agreed that it has not and will not offer, sell or otherwise introduce the Notes for trading in the Czech Republic in a manner that would require (i) the approval of a prospectus by the CNB or (ii) passporting of a prospectus approved by the competent authority of the home Member State of the Bank into the Czech Republic by delivery of certificate of the competent authority of the home Member State of the Bank to the CNB attesting that a prospectus approved by the home Member State authority has been drawn up in accordance with law of the European Union.

Accordingly any person making or intending to make any offer within the Czech Republic of Notes which are the subject of the placement contemplated in this Prospectus should only do so in circumstances in which no obligation arises for the Bank or any of the Dealers to produce a prospectus for such offer. Neither the Bank nor the Dealers have authorised, nor do they authorise, the making of any offer of Notes through any financial intermediary, other than offers made by Dealers which constitute the final placement of Notes contemplated in this Prospectus.

Any person intending to acquire or acquiring any Notes from any person should be aware that, in the context of an offer to the public as defined in section 34(1) of the Capital Market Act, the Bank may be responsible to the investor for this Prospectus under section 36b of Capital Market Act, only if the Bank has authorised that offeror to make the offer to the investor. Each investor should therefore enquire whether the offeror is so authorised by the Bank. If the offeror is not authorised by the Bank, the investor should check with the offeror whether anyone is responsible for this Prospectus for the purposes of section 36b of the Capital Market Act in the context of the offer to the public, and, if so, who that person is. If the investor is in any doubt about whether it can rely on this Prospectus and/or who is responsible for its contents it should take legal advice.

An investor intending to acquire or acquiring any Notes from an offeror will do so, and offers and sales of the Notes to an investor by an offeror will be made, in accordance with any terms and other arrangements in place between such offeror and such investor including as to price, allocations and settlement arrangements. The Bank will not be a party to any such arrangements with investors (other than Dealers) in connection with the offer or sale of the Notes and, accordingly, this Prospectus and any Final Terms will not contain such information and an investor must obtain such information from the offeror.

Each Dealer has represented and agreed with the Bank and each other Dealer that it has complied with and will comply with all the requirements of the Capital Market Act and the Bonds Act and has not taken, and will not take, any action which would result in the Notes being deemed to have been issued in the Czech Republic, the issue of the Notes being classed as "accepting of deposits from the public" by the Bank in the Czech Republic under Section 2(2) of Act of the Czech Republic No. 21/1992 Coll., on Banks (as amended) (the "**Banking Act**") or requiring a permit, registration, filing or notification to the CNB or other authorities in the Czech Republic in respect of the Notes in accordance with the Capital Market Act, and the Bonds Act and the Banking Act or the practice of the CNB.

Each Dealer has represented and agreed with the Bank and each other Dealer that it has complied with and will comply with all the laws of the Czech Republic applicable to the conduct of business in the Czech Republic (including the laws applicable to the provision of investment services (within the meaning of the Capital Market Act) in the Czech Republic) in respect of the Notes.

11 Denmark

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent that the Notes have not been offered or sold and may not be offered, sold or delivered, directly or indirectly, in Denmark, unless in compliance with Chapter 3 of the Danish Capital Markets Act, Consolidated Act No. 459 of 24 April 2019 and any executive orders issued pursuant thereto, all as amended from time to time.

12 Dubai International Financial Centre

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and will not offer the Notes to be issued under the Programme to any person in the Dubai International Financial Centre unless such offer is:

(i) an "Exempt Offer" in accordance with the Markets Rules (MKT) module of the Dubai Financial Services Authority (the "**DFSA**") Rulebook; and

(ii) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the Conduct of Business Module of the DFSA Rulebook.

13 France

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that:

(a) Offer to the public in France:

it has only made and will only make an offer of Notes to the public in France in the period beginning on the date of notification of the approval of this Prospectus to the *Autorité des marchés financiers* ("**AMF**") by the competent authority of a member state of the European Economic Area, other than the AMF, which has implemented the EU Prospectus Directive 2003/71/EC (as amended), all in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF, and ending at the latest on the date which is 12 months after the date of the approval of such prospectus; or

(b) Private placement in France:

it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) persons providing 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 (b) qualified investors (*investisseurs qualifiés*) acting for their own account, all as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier*.

14 Gibraltar

(a) Gibraltar is part of the European Union ("**EU**") and the European Economic Area ("**EEA**") by virtue of United Kingdom's membership (since it is a European territory for whose external relations a Member State is responsible). It is, therefore obliged to implement EU Directives and Regulations (which have direct effect) except those in respect of Common Agricultural Policy, Customs Union or Common external tariff, such as the requirement to levy value added tax .

Gibraltar has implemented the EU Prospectus Directive 2003/71/EC through its national legislation, the Prospectuses Act 2005 on 2nd August 2005, as amended from time to time ("**GPA**").

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 2 August 2005 (the "**Gibraltar Implementation Date**"), it has not made and will not make an offer of the Notes which are the subject of the offering contemplated by this Prospectus as completed by the relevant Final Terms in relation thereto to the public in Gibraltar except that it may, with effect from and including the Gibraltar Implementation Date, make an offer of such Notes to the public in Gibraltar if:

(i) this Prospectus as completed by the relevant Final Terms in relation to the Notes has been approved by the Gibraltar Financial Services Commission (the "**GFSC**") or, where appropriate, approved in another Relevant Member State and notified to the GFSC, in accordance with the requirements of the GPA and the Bank has consented in writing;

(ii) the offer is addressed only to "qualified investors" as defined in the GPA;

(iii) the offer is addressed to fewer than 150 persons per Member State, other than qualified investors; or

(iv) the offer falls within the meaning of the other circumstances specified in section 6(4)(c) to (e) of the GPA,

and offers of the Notes referred to in paragraphs (ii) to (iv) above shall not require the Bank 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 or require the Bank to comply with the procedures stipulated under the GPA in respect of publication of prospectuses as they are not deemed to be offers to the public.

(b) Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(i) with respect to anything done by it in relation to the Notes, in, from or otherwise involving Gibraltar, it has complied and will continue to comply with all provisions applicable to it under the Gibraltar Financial Services (Investment and Fiduciary Services) Act 1989 (the "**1989 Act**"), the Gibraltar Financial Services (Markets in Financial Instruments) Act 2018 (the

"**MIFID 2 Act**"), the Gibraltar Financial Services (Banking) Act 1992 (the "**Banking Act**") and any regulations made thereunder and the GPA; and

(ii) it will not issue or cause to be issued, make or cause to be made, any investment advertisement or promotion in or from within Gibraltar, unless:

(A) it is authorised and/or approved to do so under the provisions applicable to it under the 1989 Act, the MIFID 2 Act and the Banking Act; and

(B) it has received the prior written approval of the Bank.

15 Guernsey

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that the Notes cannot be marketed, offered or sold in or to persons resident in Guernsey other than in compliance with the licensing requirements of the Protection of Investors (Bailiwick of Guernsey) Law, 1987 (the "**POI Law**") as amended or any exemption therefrom.

The Prospectus Rules 2008 issued by the Guernsey Financial Services Commission ("**GFSC**") do not apply to this Prospectus and, accordingly, this Prospectus has not been, nor is required to be, submitted to or approved or authorised by the GFSC for circulation in Guernsey. This Prospectus may not be distributed or circulated directly or indirectly to any persons in the Bailiwick of Guernsey other than by a person (i) licensed to do so under the terms of the POI Law, or (ii) exempt from the requirement to be so in compliance with section 29(1)(c) of the POI Law.

16 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 (the "**SFO**") other than (a) to "professional investors" as defined in the SFO and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; 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 SFO and any rules made under the SFO.

17 Hungary

This Prospectus has not been and will not be submitted for approval to the Hungarian Central Bank and the Notes will not be offered in Hungary in a public offer as defined in the Act CXX of 2001 on the Capital Markets (the "**Capital Markets Act**"). Neither this Prospectus, the Final Terms nor any offering material or advertisement in connection with the Notes may be distributed or published in Hungary. No action has been taken to passport a prospectus approved by the competent authority of the home Member State of the Bank into Hungary by delivery of a certificate of the competent authority of the home Member State of the Bank to the Hungarian Central Bank attesting that a prospectus approved by the home Member State authority has

been drawn up in accordance with Commission Regulation (EC) No. 809/2004 of 29 April 2004 implementing Directive 2003/71/EC. No application has been filed nor has any permission been obtained for listing nor has any other arrangement for trading the Notes on any regulated market in Hungary (as defined by the Capital Markets Act) been made.

Each Dealer has confirmed its awareness of the above and has represented warranted and agreed that it has not offered or sold and will not offer or sell the Notes in Hungary in a manner that would require either the approval of a prospectus by the Hungarian Central Bank or notification of a prospectus approved by the competent authority of the home Member State of the Bank into Hungary.

The preceding paragraphs shall not apply, in the event that any prospectus regarding the Notes, and including any amendments thereto, has been approved by the relevant prudential authorities of a Member State of the Bank and the Hungarian Central Bank has been notified in accordance with applicable Hungarian laws. Accordingly, any person making or intending to make any offer within Hungary of the Notes which are the subject of the placement contemplated in this Prospectus should only do so in circumstances in which no obligation arises for the Bank or any of the Dealers to have a prospectus for such offer approved by the Hungarian Central Bank or to passport a prospectus approved by the competent authority of the home Member State of the Bank into Hungary.

18 Ireland

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

(a) it will not offer, underwrite the issue of, or place, the Notes otherwise than in conformity with the provisions of the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) (the "**MiFID II Regulations**") including, without limitation, Regulation 5 thereof or any rules or codes of conduct made under the MiFID II Regulations, and the provisions of the Investor Compensation Act 1998 (as amended);

(b) it will not offer, underwrite the issue of, or place, the Notes, otherwise than in conformity with the provisions of the Companies Act 2014 of Ireland (as amended), the Central Banks Acts 1942 to 2015 (as amended) and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989 (as amended);

(c) it will not offer, underwrite the issue of, or place, or do anything in Ireland in respect of the Notes otherwise than in conformity with the provisions of the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended) and any rules issued by the Central Bank of Ireland under Section 1363 of the Companies Act 2014 of Ireland;

(d) it will not offer, underwrite the issue of, place, or otherwise act in Ireland in respect of the Notes, otherwise than in conformity with the provisions of the Market Abuse Regulation (EU 596/2014) (as amended) and any rules and guidance issued by the Central Bank of Ireland under Section 1370 of the Companies Act 2014 of Ireland; and

(e) no Notes will be offered or sold with a maturity of less than 12 months except in full compliance with Notice BSD C 01/02 issued by the Central Bank of Ireland.

19 Isle of Man

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has only engaged in, and will only engage in, investment activity with Isle of Man persons, and that it has only communicated or caused to be communicated and will only communicate or cause to be communicated to, Isle of Man persons invitations or inducements to engage in investment activity, in the circumstances permitted in terms of paragraph 2(d) of Schedule 1 to the Isle of

Man Regulated Activities Order 2011 (as amended in 2013, 2016 and 2018), or if it has otherwise complied and will otherwise comply with all applicable Isle of Man laws and regulations with respect to anything done by it in relation to any Notes in, from or otherwise involving the Isle of Man.

This Prospectus has not been, and is not required to be, filed or lodged with any regulatory or other authority in the Isle of Man. The Bank is not subject to regulatory approval in the Isle of Man and holders of Notes are not protected by any statutory compensation arrangements in the event of the Bank's failure. The Isle of Man Financial Services Authority does not vouch for the financial soundness of the Bank or the correctness of any statements made or opinions expressed with regard to it.

20 Israel

The Notes offered hereby are not being sold pursuant to a prospectus that has been qualified with the Israeli Securities Authority. As such, the Notes may not be offered in Israel or to Israeli residents other than to persons who have confirmed in writing prior to and in connection with their investment that (i) they are among the types of investors listed in Sections (1) – (9) of Appendix 1 of the Securities Law, 5728-1968, of the State of Israel (an "**Exempted Investor**"), (ii) they are aware of the legal consequences of their qualifying as an Exempted Investor and consent thereto, and (iii) they are purchasing the Notes for their own account, for investment purposes, and without a present intention of resale.

21 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 "**Financial Instruments and Exchange Act**"). Accordingly, each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the account or benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the account or benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

22 Jersey

An offer for subscription, sale or exchange of the Notes will not be circulated in Jersey and this Prospectus will not be circulated in Jersey unless all relevant legal and regulatory requirements of Jersey law have been complied with prior to such circulation. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, on terms to this effect.

23 Malta

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that: (i) it has not issued or caused to be issued and it will not issue or cause to be issued any investment advertisement, as defined in the Investment Services Act (Chapter 370 of the Laws of Malta) (the "**ISA**"), in relation to the Notes or the offer of Notes, in or from within Malta, except that it may issue or cause to be issued such investment advertisement in or from within Malta if it is issued or its contents have been approved by a licence holder in terms of the ISA or if and to the extent that an exemption from the requirements set out in article 11(1)(b) of the ISA applies under Maltese law; (ii) if any offer of Notes is made to the public in Malta and/or any advertisement or any other document or information in relation to an offer of Notes or the Notes is issued or caused to be issued in or from Malta, such offer will be made and/or such advertisement, document or information will be so issued or caused to be issued in accordance with Maltese law; (iii) it has complied and will comply with all applicable provisions of the ISA

(and all rules and regulations issued thereunder) with respect to anything done by it in relation to the Notes in, from, or otherwise involving Malta; and (iv) it will conduct itself in accordance with any codes or rules of conduct and any conditions or requirements imposed by the Malta Financial Services Authority with respect to anything done by it in relation to the Notes in, from, or otherwise involving Malta.

Each Dealer has further represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not issue or cause to be issued any investment advertisement, as defined in the ISA, in relation to the Notes or the offer of Notes, in or from within Malta, unless it is authorised to do so by the Bank.

24 Monaco

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that the Notes shall not be marketed, offered or sold, directly or indirectly, to the public in Monaco other than by a Monaco duly authorised intermediary acting as a professional institutional investor which has such knowledge and experience in financial and business matters as to be capable of evaluating the risks and merits of an investment in the Notes. Consequently, the Notes may only be communicated to banks duly licensed by the *Autorité de Contrôle Prudentiel* and by the *Ministère d'Etat* and/or to fully licensed portfolio management companies the licence of which has been granted by the *Commission de Contrôle des Activités Financières* by virtue of Law n° 1.338 of September 7, 2007.

The recipients of this Prospectus perfectly understand English and expressly waive the possibility to a French translation of this Prospectus.

Les destinataires du présent document comprennent parfaitement la langue anglaise et renoncent expressément à une traduction française.

25 New Zealand

No action has been taken to permit the Notes to be directly or indirectly offered sold, or delivered to any retail investor, or otherwise under any regulated offer, in terms of the Financial Markets Conduct Act 2013 of New Zealand (the "**FMCA**"). In particular, no product disclosure statement under the FMCA has been or will be prepared or lodged in New Zealand in relation to the Notes.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that, that it has not directly or indirectly offered, sold or delivered and will not directly or indirectly offer, sell or deliver any Notes in New Zealand and has not distributed, published, delivered or disseminated and will not distribute, publish, deliver or disseminate this Prospectus, any Final Terms or any other offering material or other material that may constitute an advertisement (as defined in the FMCA) in relation to any offer of Notes in New Zealand, other than to "wholesale investors" as that term is defined in clauses 3(2)(a), (c) and (d) of Schedule 1 to the FMCA, being a person who is:

(a) an "investment business";

(b) "large"; or

(c) a "government agency",

in each case as defined in Schedule 1 to the FMCA. For the avoidance of doubt, the Notes may not be directly or indirectly offered, sold, or delivered to, among others, any "eligible investors" (as defined in clause 41 of Schedule 1 to the FMCA) or to any person who, under clause 3(2)(b) of Schedule 1 to the FMCA, meets the investment activity criteria specified in clause 38 of that Schedule.

In addition, no person may distribute any offering material or other material that may constitute an advertisement (as defined in the FMCA) in relation to any offer of Notes in New Zealand other than to such permitted persons as referred to in the paragraph above.

26 Norway

This Prospectus has not been filed with or approved by the Norwegian Financial Supervisory Authority, the Oslo Stock Exchange or the Norwegian Registry of Business Enterprises. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that no offer will be made to the public in Norway unless it is in compliance with the Norwegian Securities Trading Act of 29 June 2007 no. 75 (as amended or replaced from time to time) (Nw. *verdipapirhandelloven*) and any other applicable Norwegian legislation.

Notes denominated in NOK may not be offered or sold within Norway or to or for the account or benefit of persons domiciled in Norway unless the requirements in the Norwegian Registration of Financial Instruments Act of 5 July 2002 no. 64 (as amended or replaced from time to time, the "**CSD Act**") (Nw. *verdipapirregisterloven*) are complied with, including, but not limited to, the requirement to register such Notes in a licensed central securities depository in accordance with the CSD Act.

27 People's Republic of China

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes are not being offered or sold and may not be offered or sold by it or any of its affiliates, directly or indirectly, in the People's Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities laws of the People's Republic of China.

28 Poland

Unless the prospectus for the Notes has been approved by either the Polish competent authority for the approval of prospectuses for the public offering of securities in Poland or the admission of securities to trading on an EU regulated market in Poland (the "**Polish FSA**"), or the relevant competent authority in another EU Member State and the Polish FSA has received a certificate of such approval with a copy of the prospectus and Polish translation of the prospectus as required under the Act on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organised Trading, and Public Companies of 29 July 2005, as amended, (the "**Act on Public Offering**") the Notes may not be publicly offered in Poland or admitted to trading on an EU regulated market in Poland.

Each of the Dealers has represented and agreed that it will not seek admission of any Notes to trading on the regulated market in Poland nor offer any Notes in Poland as part of its initial distribution in the event that any such offer would constitute a "public offering" in Poland as defined above.

29 Republic of Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of this Prospectus or of any other document relating to any Notes be distributed in Italy, except, in accordance with any Italian securities, tax and other applicable laws and regulations.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or delivered, and will not offer, sell or deliver any Notes or distribute any copy of this Prospectus or any other document relating to the Notes in Italy except:

(a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree no. 58 of 24 February 1998 (the "**Financial Services Act**") and Article 34-ter, paragraph 1, letter (b) of CONSOB regulation No. 11971 of 14 May 1999 (the "**Issuers Regulation**"), all as amended from time to time; or

(b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Issuers Regulation.

In any event, any offer, sale or delivery of the Notes or distribution of copies of this Prospectus or any other document relating to the Notes in Italy under paragraphs (a) or (b) above must be:

(i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Financial Services Act, Legislative Decree No. 385 of 1 September 1993 (the "**Banking Act**") and CONSOB Regulation No. 20307 of 15 February 2018, all as amended from time to time;

(ii) in compliance with Article 129 of the Banking Act, as amended from time to time, and the implementing guidelines of the Bank of Italy, as amended from time to time; and

(iii) in compliance with any other applicable laws and regulations, including any limitation or requirement which may be imposed from time to time by CONSOB or the Bank of Italy or other competent authority.

30 Republic of 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 and its subordinate decrees and regulations (collectively 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 as otherwise permitted under the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law and its subordinate decrees and regulations (collectively, the "**FETL**"). Without prejudice to the foregoing, the number of the Notes offered in Korea or to a resident in Korea shall be less than 50 and, for a period of one year from the Issue Date of the Notes, none of the Notes may be divided resulting in an increased number of the Notes. Furthermore, 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) in connection with the purchase of the Notes.

31 Romania

Each Dealer has represented and agreed that:

(a) it has not offered or sold, directly or indirectly, any Notes to persons in Romania, except through a financial services intermediary authorised or recognised, in accordance with Law No. 297 of 2004 regarding the capital markets as amended to date (the "**Romanian Capital Markets Law**") and only in circumstances which have not resulted, and will not result, in the requirement to obtain approval of the Romanian Financial Supervisory Authority (the "**RFSA**") in respect of a prospectus, simplified prospectus or similar document in Romania in accordance with the Romanian Capital Markets Law and all implementing regulations issued by the RFSA or by the European Commission and it has not provided and it will not provide any communication to a broader circle of persons containing information on the securities being offered and the terms under which they may acquire the securities and which are sufficient for the investor to make a decision or to subscribe for, or purchase, such securities;

(b) it has not communicated or caused to be communicated and will not communicate or cause to be communicated any invitation, inducement to engage in investment activity or any other type of advertising materials (within the meaning of the Romanian Capital Markets Law and European Commission Regulation No. 809/2004) received or issued by it in connection with the issue or sale of any Notes to persons other than qualified investors (within the meaning of the Romanian Capital Markets Law) or the par unitary value of which is lower than the equivalent of EUR 100,000;

(c) it will not take any action which would result in the Notes being deemed to have been issued in Romania, or the issue of the Notes being classed as "taking deposits and other repayable funds from the public" by the Bank in Romania under the Romanian Government Emergency Ordinance No. 99/2006, as amended (the "**Romanian Banking Law**"), or requiring a permit, registration, filing or notification to the RFSA, the National Bank of Romania ("**NBR**") or other authorities in Romania in respect of the Notes in accordance with the Romanian Capital Markets Law, the Romanian Banking Law or the practice of the RFSA and/or the NBR; and

(d) it has complied, and will comply, with all the laws of Romania, including applicable provisions of the Romanian Capital Markets Law, the Romanian Banking Law and all relevant regulations issued by the RFSA, NBR and the European Commission with respect to anything done by it in relation to the Notes in, from or otherwise involving Romania.

32 San Marino

This Prospectus has not been specifically authorized by the Central Bank of San Marino (*Banca Centrale della Repubblica di San Marino*, also "**BCSM**"). Accordingly, each Dealer has represented and agreed, and any further Dealer appointed under the Programme shall be required to represent and agree, that the Notes may only be offered or sold to the public in San Marino pursuant to and in compliance with the Law 2005/165 "*Legge sulle imprese e sui servizi bancari, finanziari ed assicurativi*", the BCSM Rule 2007/07 and BCSM Rules 2006-03, as amended, and any regulation issued thereunder. Therefore, no offer will be made to the public in San Marino, whether directly or indirectly, unless it is in compliance with the LISF and BCSM Rules 2006-03 and 2007/07 and any regulation issued thereunder.

It is specified that also in the case of purchase in San Marino by "professional clients", neither the Bank, the Lloyds Banking Group, LBCM nor foreign distributors can place the Notes directly in San Marino because in any case they must contact an authorised party in San Marino which can provide investment services. A direct placement of the Notes, in the absence of specific authorisation by the BCSM, would involve in a violation pursuant to Article 134 of Law 2005/165.

33 Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(iii) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(iv) where no consideration is or will be given for the transfer;

(v) where the transfer is by operation of law;

(vi) as specified in Section 276(7) of the SFA; or

(vii) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Singapore SFA Product Classification: In connection with Section 309B of the SFA and the CMP Regulations 2018, unless otherwise specified before an offer of Notes, the Bank has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that (i) Notes which are Fixed Rate Notes, Floating Rate Notes or Zero Coupon Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products); and (ii) all other Notes are not 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and are Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

34 South Africa

Notes may not be offered for sale or subscription or sold, directly or indirectly, in the Republic of South Africa, except in accordance with (i) the exchange control regulations of the Republic of South Africa, (ii) the South African Banks Act, 1990 and any regulations promulgated thereunder, including the Commercial Paper regulations, (iii) the South African Companies Act, 2008, including the exemption from "an offer to the public" set out in section 96(1) of the South African Companies Act, 2008, (iv) the South African Financial Advisory and Intermediary Services Act, 2002, (v) the JSE Listings Requirements and (vi) any other applicable laws or regulations of the Republic of South Africa in force from time to time.

35 Spain

This Prospectus has not been registered with the Spanish Securities Market Regulator ("*Comisión Nacional del Mercado de Valores*"). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will only offer securities with a nominal value each of at least €100,000, pursuant to and in accordance with the consolidated text of the Securities Market Law approved by Royal Legislative Decree 4/2015, Spanish Royal Decree 1310/2005, both as amended from time to time, and any regulation issued thereunder.

36 Sweden

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that no offer will be made to the public in Sweden unless it is in compliance with the Swedish Financial Instruments Trading Act (*Sw. lag (1991:980) om handel med finansiella instrument*) and any other applicable Swedish law.

37 Switzerland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except where explicitly permitted by the relevant Final Terms:

(a) it will not publicly offer the Notes in or from Switzerland, as such term is defined or interpreted under the Swiss Code of Obligations ("**CO**"); and

(b) to the extent the Notes qualify as structured products (the "**Structured Products**") within the meaning of the Swiss Collective Investment Schemes Act (the "**CISA**"), it will not offer, sell, advertise or distribute the Notes in or from Switzerland, as such terms are defined or interpreted under the CISA, except to qualified investors as defined in article 10 CISA (the "**Qualified Investors**").

The Notes may not be publicly offered in or from Switzerland, except in the case of Notes, the Final Terms of which explicitly permit a public offer in Switzerland. Offering or marketing material relating to Notes, the Final Terms of which do not explicitly permit a public offer in Switzerland, may not be publicly distributed or otherwise made publicly available in Switzerland.

To the extent the Notes qualify as Structured Products, the Notes may not be offered, sold, advertised or distributed, directly or indirectly, in or from Switzerland, except (i) to Qualified Investors or (ii) in the case of Notes, the Final Terms of which explicitly permit a public offer in Switzerland. Offering or marketing material relating to Notes, which qualify as Structured Products and the Final Terms of which do not explicitly permit a public offer in Switzerland, may not be distributed or otherwise made available in Switzerland, except to Qualified Investors.

The Notes do not constitute participations in a collective investment scheme within the meaning of the CISA. Therefore, the Notes are not subject to the approval of, or supervision by, the Swiss Financial Market Supervisory Authority FINMA ("**FINMA**"), and investors in the Notes will not benefit from protection under the CISA or supervision by FINMA.

38 Taiwan

The Notes, if listed on the Taipei Exchange for sale to professional or general investors in Taiwan and to the extent permitted by the relevant Taiwan laws and regulations, may be sold in Taiwan to professional or general investors, as applicable, or, if not listed on the Taipei Exchange, may be made available, (i) to Taiwan resident investors outside Taiwan for purchase by such investors outside Taiwan; (ii) to the Offshore Banking Units of Taiwan banks ("**OBU**"), the Offshore Securities Units of Taiwan securities firms ("**OSU**") or the Offshore Insurance Unit of Taiwan insurance companies ("**OIU**") purchasing the Notes either for their proprietary account or for the accounts of their non-Taiwan clients or for re-sale to qualifying Taiwan and non-Taiwan investors ("**OBU/OSU/OIU Channel Sales**"); and/or (iii) to investors in Taiwan through certain licensed Taiwan financial institutions to the extent permitted under relevant Taiwan laws and regulations, but may not, otherwise be offered, sold or resold in Taiwan.

To the extent the Notes are offered to non Taiwan clients via OBU/OSU Channel Sales, the relevant offering documents provided to such clients shall contain the following notification:

The Notes offered herein have not been reviewed or approved by the Taiwan authorities and is not subject to any filing or reporting requirement. The Notes are only permitted to be recommended or introduced to or purchased by clients of an OBU/OSU/OIU which clients reside outside Taiwan Clients of an OBU/OSU/OIU are not eligible to use the financial consumer dispute resolution mechanism under the Taiwan Financial Consumer Protection Law.

39 United Arab Emirates (ex. DIFC)

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes to be issued have not been and will not be offered, sold or

publicly promoted or advertised by it in the United Arab Emirates other than in compliance with any laws applicable in the United Arab Emirates governing the issue, offering and sale of securities.

40 Uruguay

The Notes have not been registered with the Superintendence of Financial Services in Uruguay and were not and will not be traded on any Uruguayan stock exchange.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and will not offer the Notes to the public in Uruguay, except pursuant only to a private offer of Notes.

41 General

These selling restrictions may be modified by the agreement of the Bank and the Dealers following a change in a relevant law, regulation or directive.

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of this Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Neither the Bank nor the Dealers represent that Notes may at any time lawfully be sold in compliance with any appropriate registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it shall, to the best of its knowledge and belief, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Prospectus, any other offering material or any Final Terms and, that it will, obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws, regulations and directives in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sale or deliveries, and neither the Bank nor any other Dealer shall have responsibility there for the relevant Final Terms.

42 Other Relationships

Some of the Dealers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Bank or their Affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Bank, or any of its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

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 Bank or their Affiliates. Certain of the Dealers or their Affiliates that have a lending relationship with the Bank routinely hedge their credit exposure to the Bank 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 the Bank's securities, including potentially any Notes which may be offered under this Programme. Any such positions could adversely affect future trading prices of any Notes offered 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.

GENERAL INFORMATION

This section provides certain additional information relating to all Notes

1. Application has been made to the UK Listing Authority for Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on its Regulated Market (the "**Market**"). It is expected that each issue of Notes which is to be admitted to the Official List and to trading on the Market will be admitted separately as and when issued upon submission to the UK Listing Authority and to the London Stock Exchange of the relevant Final Terms and any other information required by the UK Listing Authority or any other relevant authority. The listing of the Programme in respect of Notes is expected to be granted on or about 17 May 2019. Prior to such listing and admission to trading, however, dealings in Notes will be permitted by the London Stock Exchange in accordance with its rules.

2. The Bank has obtained all necessary consents, approvals and authorisations in the United Kingdom in connection with the establishment and update of the Programme and the issue and performance of the Notes. The establishment of the Programme and the issue of the Notes under it was authorised by resolutions of the Chairman's Committee of the Board of Directors of the Bank passed on 24 February 2011 and the update of the Programme and the issue of Notes under it was authorised by resolutions of the Board of Directors of the Bank passed on 28 November 2018.

3. There has been no significant change in the financial position of the Lloyds Bank Group since 31 December 2018, the date to which the Lloyds Bank Group's last published audited financial information (as set out in the Bank's 2018 Annual Report) was prepared. There has been no material adverse change in the prospects of the Bank since 31 December 2018, the date to which the Bank's last published audited financial information (as set out in the Bank's 2018 Annual Report) was prepared.

4. Save for as disclosed in (i) the section entitled "*Review of Performance*" on page 1 of the Bank's Q1 Interim Management Statement for the three months ended 31 March 2019 in respect of the additional charge of £99 million taken for Payment Protection Insurance during the three months ended 31 March 2019 and (ii) the sub-sections entitled "*Interchange fees*", "*Payment Protection Insurance*", "*Libor and other trading rates*", "*Packaged bank accounts*", "*Arrears handling related activities*", "*Provisions for other legal actions and regulatory matters*", "*UK shareholder litigation*", "*Tax authorities*", "*Residential mortgage repossessions*", "*Mortgage arrears handling activities*", "*HBOS Reading – Customer Review*", "*HBOS Reading – FCA Investigation*" and "*Contingent liabilities in respect of other legal actions and regulatory matters*" of the section "*Lloyds Bank Group – Legal Actions and Regulatory Matters*" on pages 671 to 675 of this Prospectus, there are no governmental, legal or arbitration proceedings (including any such proceedings pending or threatened of which the Bank is aware) during the 12 months preceding the date of this Prospectus, which may have or have had in the recent past, significant effects on the financial position or profitability of the Bank or the Lloyds Bank Group.

5. Each Bearer Note treated as debt for U.S. federal income tax purposes having a maturity of more than one year, and accompanying Coupons and Talons will bear the following legend:

   "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".

6. Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (which are the entities in charge of keeping the records). The Common Code and the International Securities Identification Number ("**ISIN**"), and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms (including the Swiss securities number (*Valorennummer*) or German WKN number

(*Wertpapierkennnummer*), as the case may be). The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L- 1855 Luxembourg. The address of any Alternative Clearing System will be specified in the relevant Final Terms.

7. CMU Notes have been accepted for clearance through the CMU Service. For persons seeking to hold a beneficial interest in CMU Notes through Euroclear or Clearstream, Luxembourg, such person will hold their interests in an account opened and held by Euroclear or Clearstream, Luxembourg with the CMU Operator. The address of CMU Service is 55th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong.

8. Where information in this Prospectus has been sourced from third parties, this information has been accurately reproduced and as far as the Bank is aware and is able to ascertain from the information published by such parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.

9. For so long as Notes may be issued pursuant to this Prospectus, the following documents will be available, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection at the offices of Lloyds Bank plc, 25 Gresham Street, London EC2V 7HN:

   (e) the Agency Agreement;

   (f) the Deed of Covenant;

   (g) the Articles of Association of the Bank;

   (h) the Bank's 2018 Annual Report and the Bank's 2017 Annual Report;

   (i) each set of Final Terms; and

   (j) a copy of this Prospectus together with any Supplemental Prospectus or drawdown prospectus and, in each case, any document incorporated by reference therein.

10. Unless otherwise stated in the relevant Final Terms, the Bank does not intend to provide post-issuance information in connection with any issue of Notes.

11. This Prospectus and the Final Terms for Notes that are listed on the Official List and admitted to trading on the Market will be published on the website of the Regulatory News Service operated by the London Stock Exchange at www.londonstockexchange.com.

12. Copies of the latest audited consolidated Annual Reports of the Bank will be available for inspection at the specified offices of each of the Fiscal Agents during normal business hours, so long as any of the Notes is outstanding.

13. PricewaterhouseCoopers LLP, Chartered Accountants and Statutory Auditors (members of the Institute of Chartered Accountants in England and Wales), have audited, and rendered unqualified audit reports on, the annual consolidated published accounts of the Bank for the two financial years ended 31 December 2017 and 31 December 2018.

14. S&P is expected to rate: Notes issued by the Bank under the Programme with a maturity of one year or more "A+"; and Notes issued by the Bank under the Programme with a maturity of less than one year "A-1". Notes issued by the Bank pursuant to the Programme will be rated by S&P on a case-by-case basis (if at all).

    Notes issued by the Bank pursuant to the Programme will be rated by Fitch on a case-by-case basis (if at all).

    Moody's is expected to rate: Notes issued by the Bank under the Programme with a maturity of one year or more "Aa3"; and Notes issued by the Bank under the Programme with a maturity of less than

one year "P-1". Notes issued by the Bank pursuant to the Programme will be rated by Moody's on a case-by-case basis (if at all).

The credit ratings referred to and included in this Prospectus have been issued by S&P, Fitch and Moody's, each of which is established in the EU and is registered under Regulation (EC) No. 1060/2009 (as amended) of the European Parliament and of the Council of 16 September 2009 on credit rating agencies.

Notes to be issued under the Programme will be rated or unrated. Where Notes are to be rated, such rating will not necessarily be the same as the rating assigned to Notes already issued. Whether or not a rating in relation to any Notes will be treated as having been issued by a credit rating agency established in the EU and registered under Regulation (EC) No. 1060/2009 (as amended) on credit rating agencies will be disclosed in the relevant Final Terms. A 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.

15. The purpose of the Bank, which is set out in clause 4 of its memorandum of association, includes as its principal objective the carrying on of the business of banking in all its aspects including (but without limitation) the transaction of all financial monetary and other businesses. Pursuant to section 28 of the Companies Act 2006 the clauses of the memorandum of association are treated as provisions of the Bank's articles of association with effect from 1 October 2009.

    The Bank's memorandum of association was last amended by special resolution passed on 24 April 1991. The Bank's memorandum of association is available for inspection on the website of the Bank at www.lloydsbankinggroup.com.

16. The Legal Entity Identifier (LEI) of the Bank is H7FNTJ4851HG0EXQ1Z70.

GLOSSARY

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