



Borsa Italiana

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| AVVISO n.19869 | 18 Novembre 2014 | SeDeX - INV. CERTIFICATES |
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Mittente del comunicato : Borsa Italiana

Societa' oggetto dell'Avviso : Credit Agricole CIB Financial Solutions

Oggetto : Inizio negoziazione 'Investment Certificates - Classe B' 'Credit Agricole CIB Financial Solutions'

Testo del comunicato

Si veda allegato.

Disposizioni della Borsa

| | | | |
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| Strumenti finanziari: | 149,955 Certificates Credit Agricole CIB Financial Solutions Linked to the Performance of the EURUSD Exchange Rate bullish USD | | |
| Emittente: | Credit Agricole CIB Financial Solutions | | |
| Garante: | Crédit Agricole Corporate and Investment Bank | | |
| Rating Garante: | Società di Rating | Long Term | Data Report |
| | Moody's | A2 | 29/05/2014 |
| | Standard & Poor's | A | 10/07/2013 |
| | Fitch Ratings | A | 03/07/2014 |
| Oggetto: | INIZIO NEGOZIAZIONI IN BORSA | | |
| Data di inizio negoziazioni: | 19/11/2014 | | |
| Mercato di quotazione: | Borsa - Comparto SEDEX 'Investment Certificates - Classe B' | | |
| Orari e modalità di negoziazione: | Negoziazione continua e l'orario stabilito dall'art. IA.7.3.1 delle Istruzioni | | |
| Operatore incaricato ad assolvere l'impegno di quotazione: | Method Investments & Advisory Ltd Member ID Specialist: IT3587 | | |
| L'operatore specialista s'impegna ad esporre proposte solo in acquisto, ai sensi dell'articolo IA.7.4.1, comma 6 delle Istruzioni al Regolamento. | | | |

CARATTERISTICHE SALIENTI DEI TITOLI OGGETTO DI QUOTAZIONE

149,955 Certificates Credit Agricole CIB Financial Solutions Linked to the Performance of the EURUSD Exchange Rate bullish USD

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| Tipo di liquidazione: | monetaria |
| Modalità di esercizio: | europeo |

DISPOSIZIONI DELLA BORSA ITALIANA

Dal giorno 19/11/2014, gli strumenti finanziari '149,955 Certificates Credit Agricole CIB Financial Solutions Linked to the Performance of the EURUSD Exchange Rate bullish USD ' (vedasi scheda riepilogativa delle caratteristiche dei securitised derivatives) verranno inseriti nel Listino Ufficiale, sezione Securitised Derivatives.

Allegati:

- Scheda riepilogativa delle caratteristiche dei securitised derivatives;
- Estratto del prospetto di quotazione dei Securitised Derivatives

| Num. Serie | Codice Isin | Trading Code | Instrument Id | Descrizione | Sottostante | Tipologia | Strike | Data Scadenza | Valore Nominale | Quantità | Lotto Negoziazione | EMS | Livello Protezione % | Livello Iniziale |
|------------|--------------|--------------|---------------|--------------------------|-------------|-----------|--------|---------------|-----------------|----------|--------------------|-----|----------------------|------------------|
| 1 | XS1097755414 | L55414 | 766891 | CFSEURUSDCP1,2872E280920 | EURUSD | Inv | 1,2872 | 28/09/20 | 100 | 149955 | 1 | 26 | 100 | 1,2872 |

NOTICE

**Relating to the Final Terms dated 29 September 2014 relating to the certificates
“Crédit Agricole CIB FS Certificates Linked to the Performance of the EURUSD Exchange
Rate bullish USD”**

issued by *Crédit Agricole CIB Financial Solutions* (the Issuer)

unconditionally and irrevocably guaranteed by Crédit Agricole CIB (the Guarantor)

ISIN Code: ISIN: XS1097755414

(the Certificates)

The offer period of the Certificates has occurred from 25 August to 24 September 2014.

NOTICE IS HEREBY GIVEN by the Issuer that (i) the Aggregate Number of the Certificates on the Issue Date, i.e. 29 September 2014, is 149,955 Certificates; (ii) the number of the Certificates which has been sold is 149,955 Certificates; (iii) the Initial Underlying Value is equal to 1.2872 as observed by the Calculation Agent on the Initial Underlying Date (i.e. 18 September 2014).

23 October 2014

FINAL TERMS DATED 29 SEPTEMBER 2014

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK

(a limited liability company incorporated in France as a “Société Anonyme”)

and

CRÉDIT AGRICOLE CIB FINANCIAL PRODUCTS (GUERNSEY) LIMITED

(a limited liability company incorporated in Guernsey)

and

CRÉDIT AGRICOLE CIB FINANCE (GUERNSEY) LIMITED

(a limited liability company incorporated in Guernsey)

and

CRÉDIT AGRICOLE CIB FINANCIAL SOLUTIONS

(a limited liability company incorporated in France)

Programme for the Issuance of Certificates

unconditionally and irrevocably guaranteed by Crédit Agricole Corporate and Investment Bank

(incorporated under the laws of France)

PART A – CONTRACTUAL TERMS

This document constitutes the Final Terms of the Certificates described herein for the purposes of Article 5.4 of the Directive 2003/71/EC (and amendments thereto, including the Directive 2010/73/EU, to the extent implemented in the Relevant Member State), including any relevant implementing measure in the Relevant Member State (the **Prospectus Directive**) and must be read in conjunction with the Base Prospectus dated 4 April 2014 (the **Base Prospectus**), including any Supplements thereto, which constitutes a base prospectus for the purposes of the Prospectus Directive. Full information on Crédit Agricole CIB Financial Solutions (the **Issuer**), Crédit Agricole Corporate and Investment Bank (the **Guarantor**) and the offer of the Certificates is only available on the basis of the combination of these Final Terms and the Base Prospectus. A summary of the issue of the Certificates is annexed to these Final Terms at Annex A. The Base Prospectus and these Final Terms (save where these Final Terms relate to a Series of Certificates which are not admitted to trading on the Regulated market of the Irish Stock Exchange) are available for viewing on the Irish Stock Exchange website (www.ise.ie) and the Base Prospectus is also available for viewing during normal business hours at the registered office of Crédit Agricole CIB (www.ca-cib.com) and the specified office of the Principal Certificate Agent.

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| 1 | Issuer: | Crédit Agricole CIB Financial Solutions |
| 2 | Guarantor: | Crédit Agricole Corporate and Investment Bank |
| 3 | Dealer: | Crédit Agricole Corporate and Investment Bank |
| 4 | (a) Series Number of the Certificates: | 735 |
| | (b) Tranche Number of the Series: | 1 |
| | (c) If Certificates to be consolidated with certificates of existing series: | No |
| 5 | Specified Currency: | Euro ("EUR") |
| 6 | Aggregate Number of Certificates: | |
| | (a) Series: | 149,955 Certificates |
| | (b) Tranche: | 149,955 Certificates |
| 7 | Issue Price: | EUR 100 per Certificate or 100 per cent. |
| 8 | (a) Specified Denominations: | EUR 100 |
| | (b) Calculation Amount: | EUR 100 |
| 9 | (a) Issue Date: | 29 September 2014 |
| | (b) Interest Commencement Date: | Not Applicable |
| 10 | Redemption Date: | 30 September 2020, subject to any early redemption event |
| 11 | Renouncement Notice Cut-off Time: | 4.00 pm (Milan time) on the FX Business Day following the <i>Data di Scadenza</i> , if applicable in accordance with Borsa Italiana S.p.A. regulations applicable from time to time |
| 11b | Expiry Date (Data di Scadenza): | 2 (two) FX Business Days preceding the Redemption Date or any further date not later than the Redemption Date as required by Borsa Italiana S.p.A, in accordance with Borsa Italiana S.p.A. regulations applicable from time to time |
| 11c | Interest Record Date(s): | A date on which Borsa Italiana S.p.A is open for business |
| 12 | Type of Certificate: | |
| | (a) Interest: | Not Applicable |
| | (b) Redemption | Relevant Redemption Method: Performance Redemption Linked Redemption Certificate: FX Linked Redemption Certificate (Further particulars specified below in "PROVISIONS RELATING TO REDEMPTION") |
| | (c) Other | Not Applicable |
| 13 | Date Board approval for issuance of Certificates obtained: | Authorisation given by the Board of Directors of Crédit Agricole CIB Financial Solutions dated 17 |

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| | | June 2014 |
| 14 | Method of distribution: | Non-syndicated |
| 15 | Asset Conditions: | Applicable |
| | – Commodity Linked Asset Conditions: | Not Applicable |
| | – Index Linked Asset Conditions: | Not Applicable |
| | – FX Linked Asset Conditions: | Applicable |
| | – Inflation Linked Asset Conditions: | Not Applicable |
| | – Rate Linked Asset Conditions: | Not Applicable |
| | – Multi-Asset Basket Linked Asset Conditions: | Not Applicable |
| 16 | Alternative Currency Equivalent: | Not Applicable |
| PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE | | |
| 17 | Fixed Rate Certificate | Not Applicable |
| 18 | Floating Rate Certificate | Not Applicable |
| 19 | Linked Interest Certificate | Not Applicable |
| 20 | Zero Coupon Certificate | Not Applicable |
| PAYOFF FEATURES (IF ANY) RELATING TO INTEREST | | |
| 21 | Payoff Features | Not Applicable |
| PROVISIONS RELATING TO REDEMPTION | | |
| 22 | Redemption Determination Date(s): | For the purposes of determining the Final Redemption Amount : 2 (two) TARGET2 Business Days preceding the Redemption Date |
| 23 | Redemption Method: | |
| | (a) Early Redemption Amount determined in accordance with: | Not Applicable as no Early Redemption Trigger Events apply. Investors should note that General Condition 7.4 applies for the purposes of any early redemption amount calculated in connection with the conditions referred to in General Condition 7.4 |
| | (b) Final Redemption Amount determined in accordance with: | Performance Redemption (Annex 9, Paragraph 3) The Final Redemption Amount will be equal to: (Reference Price + Redemption Payoff) x Nominal Amount – Redemption Unwind Costs As determined by the Calculation Agent on the Redemption Determination Date. |
| | – Redemption Payoff: | Determined in accordance with Standard Year on Year Participation Redemption (as completed in paragraph 27G(o) of these Final Terms) |
| | – Redemption Unwind Costs: | Not Applicable |

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| | – Payoff Feature Unwind Costs: | Not Applicable |
| | – Reference Price: | 100% |
| | (c) Fair Market Value Redemption Amount: | Applicable |
| | (d) Instalment Redemption Amount determined in accordance with: | Not Applicable |
| 24 | Instalment Certificates: | Not Applicable |
| 25 | Credit Linked Certificates: | Not Applicable |
| 26 | Bond Linked Certificates: | Not Applicable |
| 27 | Linked Redemption Certificate | Applicable |
| 27A | Commodity Linked Redemption Certificate | Not Applicable |
| 27B | FX Linked Redemption Certificate | Applicable (Annex 1, Chapter 3) |
| | (a) Trade Date: | 25 August 2014 |
| | (b) Single Underlying: | Applicable |
| | – Applicable for the purposes of: | Standard Redemption Payoff : Standard Year on Year Participation Redemption (See paragraph 27G(o) of these Final Terms) |
| | – FX Rate(s): | EUR/USD mid exchange rate |
| | – Reference Currency: | United States Dollar (“USD”) |
| | – Reference Currency Notional Amount: | EUR 14,995,500 |
| | – Base Currency: | EUR |
| | – FX Price Source: | Reuters Screen Page ECB37 |
| | – Benchmark Obligation(s): | Not Applicable |
| | – Event Currency: | USD |
| | – Minimum Amount: | Not Specified |
| | – Price Materiality: | Not Applicable |
| | – Successor Currency: | Applicable |
| | (c) Basket/Multi-Asset Basket: | Not Applicable |
| | (d) Additional Disruption Event: | Not Applicable |
| | (e) Observation Date(s): | The Initial Underlying Observation Date and the Final Underlying Observation Date. (as defined in paragraph 27G(o) of these Final Terms) |
| | (f) Illiquidity Valuation Date: | Not Specified |
| | (g) Maximum Days of Disruption: | 5 (five) FX Business Days |
| | (h) Payment Extension Date: | 2 (two) FX Business Days |
| | (i) JPY Price Source Disruption: | Not Applicable |
| | (j) Valuation Time: | 2.15 p.m., Central European Time |
| 27C | Index Linked Redemption Certificate | Not Applicable |

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| 27D | Inflation Linked Redemption Certificate | Not Applicable |
| 27E | Rate Linked Redemption Certificate | Not Applicable |
| 27F | Multi-Asset Basket Linked Redemption Certificate | Not Applicable |
| 27G | Standard Redemption Payoff Provisions | Applicable |
| (a) | Standard Fixed Redemption: | Not Applicable |
| (b) | Standard Asian Option Redemption: | Not Applicable |
| (c) | Standard Collar Redemption: | Not Applicable |
| (d) | Standard Floater Redemption: | Not Applicable |
| (e) | Standard Floored Floater Redemption: | Not Applicable |
| (f) | Standard Inverse Floater Redemption: | Not Applicable |
| (g) | Standard Strangle Redemption: | Not Applicable |
| (h) | Standard Alternative Basket Redemption: | Not Applicable |
| (i) | Standard Strangle Basket Redemption: | Not Applicable |
| (j) | Standard Option Basket Redemption: | Not Applicable |
| (k) | Standard Lookback Minimum Performance Redemption: | Not Applicable |
| (l) | Standard Lookback Maximum Performance Redemption: | Not Applicable |
| (m) | Standard Maximum-Minimum Redemption: | Not Applicable |
| (n) | Standard Volbond Redemption: | Not Applicable |
| (o) | Standard Year on Year Participation Redemption: | Applicable (Annex 5, Part B, Chapter 15) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Year on Year Participation Redemption is applicable shall be calculated on such Redemption Determination Date as follows: |
| | | $\left(\text{Cap, Max} \left(\text{Floor, Leverage} \times \left(\frac{\text{Final Underlying Value}}{\text{Initial Underlying Value}} + \text{Margin} \right) \right) \right)$ |
| | | and expressed as a percentage. |
| | – Applicable for the purposes of the following Redemption Determination Date(s): | Redemption Determination Date for the purposes of determining the Final Redemption Amount |
| | – Applicable for the purposes of the Combination Redemption Payoff: | Not Applicable |
| | – Applicable for the purposes of a Payoff Feature: | Not Applicable |
| | – Cap: | Infinity |

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| <ul style="list-style-type: none"> - Final Underlying Observation Date(s): - Floor: - Initial Underlying Observation Date(s): - Leverage: - Margin: - Underlying: | <p>2 (two) TARGET2 Business Days immediately preceding the Redemption Date (i.e, 28 September 2020)</p> <p>Zero</p> <p>18 September 2014</p> <p>- (minus) 1.00</p> <p>- (minus) 1.00</p> <p>FX Rate: EUR/USD mid exchange rate (with further information set out in paragraph 27B(b))</p> |
| <p>(p) Standard Lookback Maximum Performance Basket Redemption:</p> | <p>Not Applicable</p> |
| <p>(q) Standard Lookback Minimum Performance Basket Redemption:</p> | <p>Not Applicable</p> |
| <p>(r) Standard Maximum-Minimum Basket Redemption:</p> | <p>Not Applicable</p> |
| <p>(s) Standard Volbond Basket Redemption:</p> | <p>Not Applicable</p> |
| <p>(t) Standard Year on Year Participation Basket Redemption:</p> | <p>Not Applicable</p> |
| <p>(u) Standard Fixed Digital Redemption:</p> | <p>Not Applicable</p> |
| <p>(v) Standard Fixed-to-Floating Redemption:</p> | <p>Not Applicable</p> |
| <p>(w) Standard Range Accrual Redemption:</p> | <p>Not Applicable</p> |
| <p>(x) Standard Resettable Range Accrual Redemption:</p> | <p>Not Applicable</p> |
| <p>(y) Standard 3D Range Accrual Redemption:</p> | <p>Not Applicable</p> |
| <p>(z) Standard Total Range Accrual Redemption:</p> | <p>Not Applicable</p> |
| <p>(aa) Standard Fixed Digital Basket Redemption:</p> | <p>Not Applicable</p> |
| <p>(bb) Standard Power Redemption:</p> | <p>Not Applicable</p> |
| <p>(cc) Standard Dual Range Accrual Redemption</p> | <p>Not Applicable</p> |
| <p>(dd) Standard Trend Participation Redemption:</p> | <p>Not Applicable</p> |
| <p>(ee) Standard Lookback Trend Participation Redemption:</p> | <p>Not Applicable</p> |
| <p>(ff) Standard Average Trend Participation Redemption:</p> | <p>Not Applicable</p> |
| <p>(gg) Standard Trend Participation Basket Redemption:</p> | <p>Not Applicable</p> |
| <p>(hh) Standard Average Trend Participation</p> | <p>Not Applicable</p> |

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| | Basket Redemption: | |
| | (ii) Standard Multi Fixed Digital Redemption: | Not Applicable |
| | (jj) Standard Digital to Participation Redemption: | Not Applicable |
| | (kk) Standard Knock-out Range Accrual Redemption: | Not Applicable |
| | (ll) Standard Product Basket Redemption: | Not Applicable |
| | (mm) Standard Multi Fixed Basket Redemption: | Not Applicable |
| | (nn) Standard Fixed Range Accrual Basket Redemption: | Not Applicable |
| 27H | Combination Redemption Payoff Provisions | Not Applicable |
| 28 | Early Redemption Trigger Event(s): | Not Applicable |
| PAYOFF FEATURES (IF ANY) RELATING TO REDEMPTION | | |
| 29 | Payoff Features | Not Applicable |
| PROVISIONS APPLICABLE TO SECURED CERTIFICATES | | |
| 30 | Secured Certificates Provisions | Not applicable |
| GENERAL PROVISIONS APPLICABLE TO THE CERTIFICATES | | |
| 31 | Form of Certificates: | Permanent Global Certificate Bearer |
| | (i) New Global Certificate (NGN): | No |
| 32 | "Payment Business Day" election in accordance with General Condition 6.2 (<i>Payment Business Day</i>): | Modified Following Payment Business Day |
| 33 | Additional Financial Centre(s): | TARGET2 |
| 34 | Day Count Fraction: | Not Applicable |
| 35 | Calculation Agent: | Crédit Agricole Corporate and Investment Bank |
| 36 | Delivery Agent (Credit Linked Certificates): | Not Applicable |
| 37 | Business Day Convention: | Modified Following Business Day Convention |

Signed on behalf of the Issuer:

By:

A handwritten signature in black ink, appearing to read 'Orange', written over a horizontal line.

Duly authorised

Romuald Orange

Global Chief Operating Officer of Global Equity & Fund Derivatives

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING

- (i) Listing and admission to trading: Application is expected to be made by the relevant Issuer (or on its behalf) for the Certificates to be admitted to trading on the Electronic Securitised Derivatives Market (SeDeX) of Borsa Italian S.p.A. with effect from or as soon as practicable after the Issue Date and to be listed on the Official List of Borsa Italian S.p.A.
- (ii) Estimate of total expenses related to admission to trading: Not Applicable

2 RATINGS

Ratings: The Certificates to be issued have not been rated

3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

The Distributors are appointed by the Issuer and will receive distribution fees from the Issuer depending on the outcome of the offer.

Investors shall be aware of the fact that the Distributors appointed for the placement of the Certificates under these Final Terms will receive distribution fees embedded in the Issue Price of the Certificates equal to a maximum amount of 3.50% of the aggregate nominal amount of the Certificates. All distribution fees will be paid out upfront.

Apart from the above, so far as the Issuer is aware, no further person involved in the issue of the Certificates has a material interest to the Offer.

4 REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (i) Reasons for the offer See “Use of Proceeds” wording in Base Prospectus
- (ii) Estimated net proceeds: Issue Price x Aggregate Number of Certificates, less distribution commissions mentioned in paragraph 9(iv) below
- (iii) Estimated total expenses: EUR 26,500 including listing costs and excluding regulatory fees where applicable

5 YIELD

Not Applicable

6 HISTORIC INTEREST RATES

Not Applicable

7 PERFORMANCE OF UNDERLYING AND OTHER INFORMATION CONCERNING THE UNDERLYING

Not Applicable

Post-issuance information

The Issuers do not intend to publish post-issuance information in relation to any underlying element to which the Certificates are linked.

8 PERFORMANCE OF RATE[S] OF EXCHANGE AND OTHER INFORMATION CONCERNING THE UNDERLYING

- Underlying: Where past and future performance and volatility of the Underlying can be obtained:
- FX Rate: EUR/USD mid exchange Reuters Screen Page ECB37

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| | rate | |
| 9 | DISTRIBUTION | |
| | (i) Method of distribution: | Non-syndicated |
| | (ii) If syndicated: | Not Applicable |
| | (iii) If non-syndicated, name and address of Dealer | Crédit Agricole Corporate and Investment Bank 9, quai du Président Paul Doumer 92920 Paris la Défense Cedex France |
| | (iv) Indication of the overall amount of the underwriting commission and of the placing commission: | The Distributors (as defined below) will receive a distribution commission embedded in the Issue Price of the Certificates equal to a maximum amount of 3.50% of the aggregate nominal amount of the Certificates. The Issuer has appointed the following distributors (the Distributors) for the purpose of distribution of the Certificates in Italy: Cassa Di Risparmio Di Parma E Piacenza S.p.A. , via Università 1 43121 Parma Italia Cassa di Risparmio della Spezia S.p.A. Corso Cavour, 86 19121 La Spezia, Italia Banca Popolare Friuladria S.p.A. Piazza XX Settembre, 2 33170 Pordenone, Italia |
| | (v) US Selling Restrictions (Categories of potential investors to which the Certificates are offered): | TEFRA C |
| 10 | INDEX /OTHER DISCLAIMER | Not Applicable |
| 11 | OPERATIONAL INFORMATION | |
| | (i) ISIN Code: | XS1097755414 |
| | (ii) Common Code: | 109775541 |
| | (iii) VALOREN Code: | Not Applicable |
| | (iv) Relevant clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): | The Certificates are cleared through Euroclear/Clearstream, Luxembourg and through the bridge accounts of Monte Titoli S.p.A. |

- (v) Delivery: Delivery against payment
- (vi) Names and addresses of additional Paying Agent(s) (if any): Not Applicable
- (vii) Registered Certificates intended to be held in a manner which would allow Eurosystem eligibility: No

12 TERMS AND CONDITIONS OF THE OFFER

- (i) Offer Price: Issue Price (of which a maximum amount of 3.50% is represented by distribution commissions payable upfront to the Distributors)
- (ii) Conditions to which the offer is subject:

The offer of the Certificates is conditional on their issue.

The Issuer reserves the right, in its absolute discretion, to cancel the offer and the issue of the Certificates at any time prior to the Issue Date.

The Issuer shall publish a notice on the website of the Guarantor (<http://www.ca-cib.com/our-offers/rates-credit-and-cross-assets-derivatives.htm>) in the event that the offer is cancelled and the Certificates are not issued pursuant to the above.

For the avoidance of doubt, if any application has been made by a potential investor and the Issuer exercises its right to cancel the offer, such potential investor shall not be entitled to receive any Certificates.
- (iii) Description of the application process:

Prospective investors may apply to subscribe for Certificates during the Offer Period.

The Offer Period may be shortened or extended at any time and for any reason. In such case, the Issuer shall give notice to the investors as soon as practicable before the end of the Offer Period by means of a notice published on the website of the Guarantor (<http://www.ca-cib.com/our-offers/rates-credit-and-cross-assets-derivatives.htm>).

Applications for the Certificates can be made during the Offer Period through the Distributors. The applications can be made in accordance with the Distributors' usual procedures. Prospective investors will not be required to enter into any contractual arrangements directly with the Issuer or the Dealer related to the subscription for the Certificates.

A prospective investor should contact the Distributors prior to the end of the Offer Period. A prospective investor will subscribe for Certificates in accordance with the arrangements agreed with the Distributors relating to the subscription of securities

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| | generally. |
| | There are no pre-identified allotment criteria. The Distributors will adopt allotment criteria that ensure equal treatment of prospective investors. All of the Certificates requested through the Distributors during the Offer Period will be assigned except as otherwise specified herein. |
| (iv) Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: | Not Applicable. The Distributors, in agreement with the Issuer, reserves the right to accept any subscription requests for Certificates which would exceed the "up to" Aggregate Number of Certificates of 300,000 Certificates and the Issuer may increase the "up to" aggregate principal amount of the Certificates. The Issuer shall publish a notice on the website of the Guarantor (http://www.ca-cib.com/our-offers/rates-credit-and-cross-assets-derivatives.htm) in the event that the "up to" Aggregate Number of Certificates of 300,000 Certificates is exceeded and the "up to" Aggregate Number of Certificates is increased. |
| (v) Details of the minimum and/or maximum amount of application: | There is no maximum amount of application. Minimum amount of application is EUR 100. |
| (vi) Details of the method and time limits for paying up and delivering the Certificates: | The Certificates will be available on a delivery versus payment basis. The Certificates offered to investors will be issued on the Issue Date against payment by the Distributors, via the Dealer, to the Issuer of the gross subscription moneys. Each such investor will be notified by the Distributors of the settlement arrangements in respect of the Certificates at the time of such investor's application. The Issuer estimates that the Certificates will be delivered to the investor's respective book-entry securities account on or around the Issue Date. |
| (vii) Manner in and date on which results of the offer are to be made public: | Publication on the website of the Guarantor (http://www.ca-cib.com/our-offers/rates-credit-and-cross-assets-derivatives.htm) on or around the Issue Date. |
| (viii) Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: | Not Applicable |
| (ix) Whether tranche(s) have been reserved for certain countries: | Not Applicable |
| (x) Process for notification to applicants of the amount allotted and the indication | Applicants will be notified directly by the Distributors of the success of their application. |

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| whether dealing may begin before notification is made: | Dealing in the Certificates may commence on the Issue Date. |
| (xi) Amount of any expenses and taxes specifically charged to the subscriber or purchaser: | Responsibility for any tax implications of investing in these Certificates rests entirely with the subscriber or purchaser. For the Offer Price which includes the fees payable upfront to the Distributors see above "Offer Price". |
| (xii) Non-Exempt Offer Consent of the Issuer to use the Base Prospectus during the Offer Period: | Applicable. The offer of the Certificates is made by the Dealer other than pursuant to Article 3(2) of the Prospectus Directive in Italy (the Public Offer Jurisdictions) during the period from 25 August 2014 until 17 September 2014 (the Offer Period). |
| (xiii) Authorised Offeror(s) in the various countries where the offer takes place: | The Issuer has appointed the following distributors (the Distributors) for the purposes of distribution of the Certificates in Italy: <p style="margin-left: 40px;">Cassa Di Risparmio Di Parma E Piacenza S.p.A., via Università 1 43121 Parma Italia</p> <p style="margin-left: 40px;">Cassa di Risparmio della Spezia S.p.A. Corso Cavour, 86 19121 La Spezia, Italia</p> <p style="margin-left: 40px;">Banca Popolare Friuladria S.p.A. Piazza XX Settembre, 2 33170 Pordenone, Italia</p> |
| (xiv) Conditions attached to the consent of the relevant Issuer to use the Base Prospectus: | Not Applicable |
| (xv) Other conditions to consent: | Not Applicable |

ANNEX A – SUMMARY

| Section A – Introduction and Warnings | | |
|---------------------------------------|--|--|
| A.1 | Introduction and warnings | <p>This summary should be read as an introduction to the Base Prospectus. Any decision to invest in Certificates should be based on consideration of the Base Prospectus as a whole by the investor.</p> <p>Where a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.</p> <p>Civil liability attaches only to those persons who have tabled the summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus or it does not provide, when read together with the other parts of the Base Prospectus, key information in order to aid investors when considering whether to invest in the Certificates.</p> |
| A.2 | Consent for use of Base Prospectus in subsequent resale or final placement, indication of offer period and conditions to consent for subsequent resale or final placement and warning | <p>In the context of the offer of Certificates from time to time in Italy (the Public Offer Jurisdiction), the Issuer consents to the use of the Base Prospectus as so supplemented where the offer is in circumstances where there is no exemption from the obligation under Directive 2003/71/EC (and amendments thereto, including the Directive 2010/73/EU, to the extent implemented in the relevant Member State) to publish a prospectus (a Non-exempt Offer) during the period from 25 August 2014 until 17 September 2014 (the Offer Period) and in the Public Offer Jurisdiction by the Distributors designated as an Authorised Offeror in respect of the Non-Exempt Offer in the Applicable Final Terms</p> <p>If any Authorised Offeror is permitted to use the Base Prospectus during the Offer Period, any such Authorised Offeror is required, for the duration of the Offer Period, to publish on its website that it is using the Base Prospectus for the relevant Non-exempt Offer with the consent of the Issuer and in accordance with certain conditions.</p> <p>An investor intending to acquire or acquiring any Certificates from an Authorised Offeror will do so, and offers and sales of the Certificates to an investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such investor including as to price allocations and settlement arrangements (the Terms and Conditions of the Non-exempt Offer). The Issuer will not be a party to any such arrangements with investors in connection with the offer or sale of the Certificates and, accordingly, the Base Prospectus and any Final Terms will not contain such information. The Terms and Conditions of the Non-exempt Offer shall be provided to investors by that Authorised Offeror at the time of the Non-exempt Offer. Neither the Issuer, the Guarantor nor the dealer or other Authorised Offerors have any responsibility or liability for such information</p> |

| Section B – Issuer | | |
|---------------------------|--|--|
| B.1 | Legal and commercial name of the Issuer | Crédit Agricole CIB Financial Solutions (Crédit Agricole CIB FS or the Issuer) Crédit Agricole Corporate And Investment Bank (Crédit Agricole CIB or the Guarantor) |
| B.2 | Domicile and legal form of the issuer, legislation under which the Issuer operates and country of incorporation of Issuer | Crédit Agricole CIB FS is a limited liability company incorporated in France as a “ <i>société anonyme</i> ” and having its domicile in France. As a French corporation having limited liability, Crédit Agricole CIB FS is subject to Articles L.225-1 and following of Book 2 of the <i>Code de commerce</i> of France. As a financial institution, Crédit Agricole CIB is subject to Articles L.511-1 and following and L.531-1 and following of the <i>Code monétaire et financier</i> of France. Crédit Agricole CIB is a limited liability company incorporated in France as a “ <i>société anonyme</i> ” and having its domicile in France. As a French corporation having limited liability, Crédit Agricole CIB is subject to Articles L.225-1 and following of Book 2 of the <i>Code de commerce</i> of France. As a financial institution, Crédit Agricole CIB is subject to Articles L.511-1 and following and L.531-1 and following of the <i>Code monétaire et financier</i> of France. |
| B.4b | Known trends affecting Issuer and Issuer’s industries | Known trends affecting the Issuer and the Crédit Agricole CIB group of companies (the Group) and the industries in which the Issuer and Group operate include: <ul style="list-style-type: none"> • the continuing evolution of the global economic environment; • the recommendation by the European Banking Authority to reach a Core Tier 1 of at least 9% under Basel 2.5 starting 30 June 2012; • the on-going international discussion relating to the harmonisation of accounting standards; • changes to compensation practices • the functioning of the OTC derivative markets monitored by the Financial Stability Council; • the US Dodd-Frank Wall Street Reform and Consumer Protection Act, which contains far reaching regulatory reform (including restrictions on proprietary trading and fund-related activities (the so-called “Volcker rule”) and the foundation for systemic risk supervision and oversight of certain activities of corporate and investment banks); and • the introduction of a tax on financial transactions in France in 2012. |
| B.5 | Description of group and Issuer’s position within the group | Please refer to elements B.14 and B.16. The Group includes Crédit Agricole CIB FS which is a consolidated subsidiary of Crédit Agricole CIB. Crédit Agricole CIB FS has no subsidiaries. Crédit Agricole CIB is directly owned by Crédit Agricole S.A, the parent company of the Crédit Agricole group (the Crédit Agricole group). Crédit Agricole CIB is the parent company of the Group. The Group is the corporate and investment banking arm of the Crédit Agricole group. |
| B.9 | Profit forecast or estimate | Not Applicable. Crédit Agricole CIB FS does not make profit forecasts or estimates. Not Applicable. Crédit Agricole CIB does not make profit forecasts or estimates. |
| B.10 | Qualifications in audit report on | Not Applicable. There were no qualifications in the audit report on historical financial information for Crédit Agricole CIB FS. |

Section B – Issuer

| | | |
|--|---|---|
| | historical financial information | Not Applicable. There were no qualifications in the audit report on historical financial information for Crédit Agricole CIB. |
|--|---|---|

| B.12 | Selected key financial information and no material adverse change and no significant change statements | <p>The following table shows Crédit Agricole CIB FS's selected key financial information as at and for the six month period ending 30 June 2013:</p> <table border="1"> <thead> <tr> <th><i>Euros</i></th> <th>30/06/2013</th> <th>30/06/2012</th> </tr> </thead> <tbody> <tr> <td>Total Balance Sheet</td> <td>1,445,314,776</td> <td>1,691,491,125</td> </tr> <tr> <td>Net result</td> <td>0</td> <td>(9,476)</td> </tr> <tr> <td>Share capital</td> <td>225,000</td> <td>225,000</td> </tr> <tr> <td>Result carried forward</td> <td>(25,208)</td> <td>(26,336)</td> </tr> </tbody> </table> | <i>Euros</i> | 30/06/2013 | 30/06/2012 | Total Balance Sheet | 1,445,314,776 | 1,691,491,125 | Net result | 0 | (9,476) | Share capital | 225,000 | 225,000 | Result carried forward | (25,208) | (26,336) |
|------------------------|---|---|--------------|------------|------------|---------------------|---------------|---------------|------------|---|---------|---------------|---------|---------|------------------------|----------|----------|
| <i>Euros</i> | 30/06/2013 | 30/06/2012 | | | | | | | | | | | | | | | |
| Total Balance Sheet | 1,445,314,776 | 1,691,491,125 | | | | | | | | | | | | | | | |
| Net result | 0 | (9,476) | | | | | | | | | | | | | | | |
| Share capital | 225,000 | 225,000 | | | | | | | | | | | | | | | |
| Result carried forward | (25,208) | (26,336) | | | | | | | | | | | | | | | |

There has been no significant change in the financial or trading position of Crédit Agricole CIB FS since 30 June 2013 and no material adverse change in its prospects since 31 December 2012.

The following table shows Crédit Agricole CIB's selected key financial information as at and for the period ending 31 December 2012:

| <i>Euros Millions</i> | 31/12/2012 | 31/12/2011 |
|--|------------|------------|
| Total Balance Sheet | 679,600 | 826,004 |
| (a) Fund for general banking risks | — | — |
| (b) Minority interests | 536 | 559 |
| (c) Shareholders equity (Group Share) and shareholder advances | 15,131 | 15,567 |
| Total (a) + (b) + (c) | 15,667 | 16,126 |
| Net income for year | (378) | 680 |
| Net banking income | 3,666 | 5,309 |
| Gross operating income | 703 | 1,847 |
| Group Share | (389) | 682 |
| Minority interests | 11 | (2) |

The following table shows Crédit Agricole CIB's selected key financial information as at and for the six month period ending 30 June 2013:

| <i>Euros Millions</i> | 30/06/2013 | 30/06/2012 |
|--|------------|------------|
| Total Balance Sheet | 843,972 | 888,851 |
| (a) Fund for general banking risks | - | - |
| (b) Minority interests | 539 | 556 |
| (c) Shareholders equity (Group Share) and shareholder advances | 15,158 | 16,058 |
| Total (a) + (b) + (c) | 15,697 | 16,614 |

| Section B – Issuer | | | | | |
|--------------------|---|--|------------------------|-------|-------|
| | | | Net income for year | 343 | 382 |
| | | | Net banking income | 2,148 | 2,547 |
| | | | Gross operating income | 577 | 855 |
| | | | Group Share | 333 | 389 |
| | | | Minority interests | 10 | (7) |
| | | There has been no significant change in the financial or trading position of Crédit Agricole CIB since 30 June 2013 and no material adverse change in its prospects since 31 December 2012. | | | |
| B.13 | Recent events materially relevant to evaluation of Issuer's solvency | <p>Not Applicable. There have been no recent events that are materially relevant to the evaluation of the solvency of Crédit Agricole CIB FS.</p> <p>Not Applicable. There have been no recent events that are materially relevant to the evaluation of the solvency of Crédit Agricole CIB.</p> | | | |
| B.14 | Dependency of Issuer on other entities within the group | <p>Please refer to elements B.5 and B.16.</p> <p>Crédit Agricole CIB FS is dependent on Crédit Agricole CIB.</p> <p>Crédit Agricole CIB is dependent on the performance of its subsidiaries.</p> | | | |

| Section B – Issuer | | |
|--------------------|---|--|
| B.15 | Description of Issuer’s principal activities | <p>Crédit Agricole CIB FS carries on business as a finance company, issuing certificates and other financial instruments.</p> <p>The principal activities of Crédit Agricole CIB are mainly:</p> <p>Financing: The financing business combines structured financing and commercial banking in France and abroad. Banking syndication is involved in both of these activities.</p> <p>Capital markets and investment banking: This business includes capital markets and brokerage, as well as investment banking.</p> <p>Private banking: The private banking business provides individual investors with a worldwide comprehensive wealth management service range.</p> <p>Discontinuing operations: The “discontinuing operations” perimeter has been set up during Crédit Agricole CIB’s refocusing and development plan it adopted in the autumn of 2008. It encompasses the operations which were the most impacted by the crisis. Since the new organisation of Crédit Agricole CIB was established in the third quarter of 2012, following the adjustment plan, discontinuing activities now include the correlation business, the CDO, CLO and ABS portfolios, the equity derivatives excluding corporates and convertibles, the exotic rate derivatives and the impaired portfolios of residential underlyings.</p> |
| B.16 | Description of whether the Issuer is directly or indirectly owned or controlled and by whom and nature of such control | <p>Crédit Agricole CIB is the immediate parent company of Crédit Agricole CIB FS with a 100 per cent. stake and therefore controls Crédit Agricole CIB FS.</p> <p>Crédit Agricole S.A. is the immediate parent company of Crédit Agricole CIB with a 97.33 per cent. stake.</p> <p>Crédit Agricole CIB Capital Markets International S.A. is the immediate parent company of Crédit Agricole CIB FP with a 99.9 per cent. stake. Crédit Agricole CIB Capital Markets International S.A. has merged with Crédit Agricole CIB. Crédit Agricole CIB, owns 100 per cent. shares in Crédit Agricole CIB Capital Markets International S.A. and therefore ultimately controls Crédit Agricole CIB FP.</p> <p>Crédit Agricole CIB Capital Markets International S.A. is the immediate parent company of Crédit Agricole CIB FG with a 99.9 per cent. stake. Crédit Agricole CIB Capital Markets International S.A. has merged with Crédit Agricole CIB. Crédit Agricole CIB owns 100 per cent. shares in Crédit Agricole CIB Capital Markets International S.A. and therefore ultimately controls Crédit Agricole CIB FG.</p> <p>[Crédit Agricole CIB is the immediate parent company of Crédit Agricole CIB FS with a 100 per cent. stake and therefore controls Crédit Agricole CIB FS.</p> |

| Section B – Issuer | | | | | | | | | | | | | | |
|--|--|---|---------------|-----------------|-----------------------|---------------------------|----|---|---|---------|----|--|-----|---|
| B.17 | Credit ratings assigned to the issuer or its debt securities at the request or with the cooperation of the issuer in the rating process | <p>Crédit Agricole CIB FS does not have ratings.</p> <p>The current ratings for Crédit Agricole CIB are as follows:</p> <table border="1" data-bbox="515 394 1334 887"> <thead> <tr> <th>Rating Agency</th> <th>Short Term Debt</th> <th>Senior Long Term Debt</th> </tr> </thead> <tbody> <tr> <td>Fitch Ratings Ltd (Fitch)</td> <td>F1</td> <td>A</td> </tr> <tr> <td>Moody’s Investor Services Ltd (Moody’s)</td> <td>Prime-1</td> <td>A2</td> </tr> <tr> <td>Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc. (S&P)</td> <td>A-1</td> <td>A</td> </tr> </tbody> </table> | Rating Agency | Short Term Debt | Senior Long Term Debt | Fitch Ratings Ltd (Fitch) | F1 | A | Moody’s Investor Services Ltd (Moody’s) | Prime-1 | A2 | Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc. (S&P) | A-1 | A |
| Rating Agency | Short Term Debt | Senior Long Term Debt | | | | | | | | | | | | |
| Fitch Ratings Ltd (Fitch) | F1 | A | | | | | | | | | | | | |
| Moody’s Investor Services Ltd (Moody’s) | Prime-1 | A2 | | | | | | | | | | | | |
| Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc. (S&P) | A-1 | A | | | | | | | | | | | | |
| B.18 | A description of the nature and scope of the guarantee | The payment of all amounts due in relation to Certificates are irrevocably and unconditionally guaranteed by Crédit Agricole CIB pursuant to a guarantee dated 4 April 2014 (the Guarantee). | | | | | | | | | | | | |
| B.19 | Section B information about the guarantor as if it were the issuer of the same type of security that is the subject of the guarantee. Therefore provide such information as required for a summary for the relevant annex. | Please see the elements above in this Section B regarding Crédit Agricole CIB, as Guarantor. | | | | | | | | | | | | |

| Section C – Securities | | |
|------------------------|--|---|
| C.1 | Type and class of Securities being offered | <p>Type:</p> <p>The certificates (Certificates) are issued by the Issuer with the amount payable on redemption being linked to an FX rate (a Linked Redemption Certificate). The Certificates may also be referred to as an FX Linked Certificate.</p> <p>Identification Code:</p> <p>The Certificates will be uniquely identified by the ISIN Code XS1097755414 and the Common Code 109775541.</p> |

| Section C – Securities | | |
|-------------------------------|--|---|
| C.2 | Currency | <p>Subject to compliance with all applicable laws, regulations and directives, Certificates may be issued in any currency agreed between the relevant Issuer and the relevant dealer at the time of issue.</p> <p>The Certificates will be denominated in Euro, interest amounts (if any) will be payable in Euro and any amount payable on redemption will be in Euro.</p> |
| C.5 | Description of restrictions on free transferability of the Securities | <p>The free transfer of the Certificates is subject to the selling restrictions of the United States, the European Economic Area (including Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Lichtenstein, Luxembourg, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Spain, Sweden and the United Kingdom), the Hong Kong Special Administrative Region of the People’s Republic of China (Hong Kong), India, the People’s Republic of China (PRC), Singapore, the Republic of Korea (South Korea) and the Republic of China (Taiwan) (Taiwan).</p> <p>Certificates offered and sold outside the United States to non-US persons in reliance on Regulation S under the U.S. Securities Act of 1933 must comply with selling restrictions.</p> <p>Certificates held in a clearing system must be transferred in accordance with the rules, procedures and regulations of that clearing system.</p> |
| C.8 | Description of the rights attaching to the Securities including ranking and including any limitations to those rights | <p>The Certificates are issued in a series (a Series) having terms and conditions relating to, amongst other matters, the following:</p> <p><u>Interest/Redemption:</u></p> <p>The Certificates entitle the holder to receive a cash amount on the redemption date as set out in more detail in elements C.9 and C.15.</p> <p>All references in this summary to “nominal amount” shall be construed as references to “notional amount”, respectively.</p> <p><u>Options:</u></p> <p>Not Applicable. There are no Certificateholder options in respect of the Certificates.</p> <p>Not Applicable. There are no Issuer options in respect of the Certificates.</p> <p><u>Early Redemption Triggers:</u></p> <p>The Certificates may not be redeemed prior to their stated maturity.</p> <p><u>Secured Certificates:</u></p> <p>Not applicable. The Certificates are not Secured Certificates.</p> <p><u>Payoff Features:</u></p> <p>Not Applicable. The Certificates are not subject to any features.</p> <p><u>Guarantee:</u></p> <p>the payment of principal and interest in respect of the Certificates is unconditionally and irrevocably guaranteed by the Guarantor pursuant to the Guarantee.</p> <p><u>Redemption for FATCA Withholding:</u></p> <p>The Issuer may redeem any or all FATCA Affected Certificates and, in circumstances where the Issuer elects not to redeem a FATCA Affected Certificate, the holder of such FATCA Affected Certificate can subsequently request the Issuer to redeem such FATCA Affected Certificate. The Certificates will be redeemed at their Fair Market Value Redemption Amount. A FATCA Affected Certificate means a Certificate in respect of which (i) the Issuer or Guarantor (if it were required to make a payment</p> |

Section C – Securities

under the Guarantee) has or will become obliged to make any withholding or deduction pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the Code) or any withholding or deduction otherwise imposed pursuant to Sections 1471 through 1474 of Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code and (ii) such obligation cannot be avoided by the Issuer or the Guarantor taking reasonable measures available to it.

Redemption for Illegality and Force Majeure:

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

Market Disruption Events:

Upon the occurrence of a market disruption event with respect to an Underlying, the relevant observation date relating to the Underlying may be subject to postponement, the relevant payment date for interest or redemption may be subject to postponement, the Certificates may be early redeemed or the Calculation Agent may determine the fair market value of the relevant Underlying.

Other events that have a material effect on the Certificates:

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

The **Fair Market Value Redemption Amount** in respect of a Certificate will be equal to the fair market value of the Certificate as at (or about) the date of early redemption, taking into account, without limitation, the deduction of the Hedge Amount but disregarding the financial condition of the relevant Issuer and/or the Guarantor.

Hedge Amounts represent the losses or costs (expressed as a positive number) to the relevant Issuer or any affiliate thereof that are incurred or gains (expressed as a negative number) of the relevant Issuer or any affiliate thereof that are realised in unwinding any hedging arrangements entered into in respect of the relevant Certificates (whether by the Issuer, the Guarantor or indirectly through an affiliate). The Fair Market Value Redemption Amount shall not be a negative number).

Withholding tax:

Certificateholders must pay all specified expenses relating to the Certificates.

Neither the Issuer nor the Guarantor shall be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise or enforcement of any Certificates and all payments made by the Issuer or the Guarantor shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

Meetings:

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

| Section C – Securities | | |
|------------------------|---|---|
| | | majority. <u>Governing Law:</u> The Certificates are governed by English law. |
| C.9 | Interest, maturity and redemption provisions, yield and representation of the security-holders | <p>Please also refer to element C.8.</p> <p><i>Redemption:</i> The Certificates are scheduled to redeem on 30 September 2020 by payment of the Issuer of the Final Redemption Amount</p> <p><i>Early Redemption Triggers:</i> The Certificates may not be redeemed prior to their stated maturity upon the occurrence of certain events and/or at the option of the Issuer or Certificateholders. See also element C.8 for detail on other events, if applicable, which may lead to the early redemption of the Certificates.</p> <p><i>Redemption Method:</i> The Final Redemption Amount will be calculated in accordance with the Performance Redemption. Redemption Unwind Costs means zero (0). <i>Performance Redemption:</i> The Redemption Method corresponding to the Final Redemption Amount is Performance Redemption. The Final Redemption Amount applicable to the Certificates is calculated as (i) the Redemption Unwind Costs subtracted from (ii) the result of the Reference Price added to the Redemption Payoff calculated using Standard Redemption Payoff multiplied by the Nominal Amount. Nominal Amount means EUR 100 Reference Price means 100% Standard Redemption Payoff means Standard Year on Year Participation Redemption</p> <p><i>Representation of Certificateholders:</i> There is no trustee or any other representative of Certificateholders.</p> |
| C.10 | Derivative component in interest payments | Not Applicable. The Certificates do not have a derivative component in the interest payments |
| C.11 | An indication as to whether the securities offered are or will be the object of an application for admission to | <p>Application has been made by the Issuer (or on its behalf) for the Certificates to be admitted to trading on the Electronic Securitised Derivatives Market of Borsa Italiana S.p.A. (Italian Listed Certificates) with effect from Issue Date or as soon as practicable.</p> <p><i>Distribution:</i> The Certificates will be offered to the public in Italy.</p> |

| Section C – Securities | | | | | | | | | | | | | | | | | | |
|------------------------------------|--|--|---------------------------------------|-----------------------------------|---|---------------------------------------|---------------|--------|-----------|---------|------------------------------------|--|-------------------|-------------------|----------|------|---------------|---------------|
| | trading | | | | | | | | | | | | | | | | | |
| C.15 | Description of how the value of your investment is affected by the value of the underlying assets | <p><i>Linked Redemption Certificates:</i> The Certificates are Linked Redemption Certificates, the amount payable on early redemption following an Early Redemption Trigger (see element C.9 for more detail) will be on the basis of the Redemption Payoff which is calculated in accordance with Standard Year on Year Participation Redemption below and expressed as a percentage. The amount payable on redemption on the Redemption Date will be on the basis of the Redemption Payoff which is calculated in accordance with Standard Year on Year Participation Redemption and expressed as a percentage. Where the Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time and the Redemption Determination Date is 2 (two) TARGET2 Business Days preceding the Redemption Date (i.e 28 September 2020)</p> <p>Underlyings: FX Rate: EUR/USD mid exchange rate</p> <p><i>Standard Year on Year Participation Redemption:</i> The Certificates are Standard Year on Year Participation Redemption Certificates. The Redemption Payoff applicable to the Certificates is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of Underlying Value on the Final Underlying Observation Date divided by Underlying Value on the Initial Underlying Observation Date.</p> <table border="0"> <thead> <tr> <th>Underlying:</th> <th>Redemption Determination Date(s):</th> <th>Initial Underlying Observation Date(s):</th> <th>Final Underlying Observation Date(s):</th> <th>Cap:</th> <th>Floor:</th> <th>Leverage:</th> <th>Margin:</th> </tr> </thead> <tbody> <tr> <td>FX Rate: EUR/USD mid exchange rate</td> <td>the Redemption Determination Date is 2 (two) TARGET2 Business Days preceding the Redemption Date (i.e 28 September 2020)</td> <td>18 September 2014</td> <td>28 September 2020</td> <td>Infinity</td> <td>Zero</td> <td>-(minus) 1.00</td> <td>-(minus) 1.00</td> </tr> </tbody> </table> | Underlying: | Redemption Determination Date(s): | Initial Underlying Observation Date(s): | Final Underlying Observation Date(s): | Cap: | Floor: | Leverage: | Margin: | FX Rate: EUR/USD mid exchange rate | the Redemption Determination Date is 2 (two) TARGET2 Business Days preceding the Redemption Date (i.e 28 September 2020) | 18 September 2014 | 28 September 2020 | Infinity | Zero | -(minus) 1.00 | -(minus) 1.00 |
| Underlying: | Redemption Determination Date(s): | Initial Underlying Observation Date(s): | Final Underlying Observation Date(s): | Cap: | Floor: | Leverage: | Margin: | | | | | | | | | | | |
| FX Rate: EUR/USD mid exchange rate | the Redemption Determination Date is 2 (two) TARGET2 Business Days preceding the Redemption Date (i.e 28 September 2020) | 18 September 2014 | 28 September 2020 | Infinity | Zero | -(minus) 1.00 | -(minus) 1.00 | | | | | | | | | | | |
| C.16 | Expiration or Maturity Date | Subject to compliance with all relevant laws, regulations and directives, the final redemption date of the Certificates is 30 September 2020. | | | | | | | | | | | | | | | | |
| C.17 | Settlement procedure | <p>The Certificates will be cash settled on 29 September 2014. Certificates will be delivered on 29 September 2014 against payment of the issue price of the Certificates.</p> <p>The Certificates are cleared through Euroclear/Clearstream, Luxembourg and through Monte Titoli S.p.A. and settlement will be in accordance with the procedures and local practices relevant to such clearing system.</p> | | | | | | | | | | | | | | | | |
| C.18 | Procedure on return on Securities | The value of the underlying will affect the amount paid on redemption as set out in more detail in element C.8 and C.15. | | | | | | | | | | | | | | | | |
| C.19 | Final reference price of underlying asset | The final value of the underlying is calculated by looking at the price, level or rate of the underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time on the Redemption Determination Date, as calculated by the calculation agent. | | | | | | | | | | | | | | | | |

| Section C – Securities | | |
|------------------------|---|---|
| C.20 | Type of underlying asset | The Underlying is an FX rate Information relating to it can be found on Reuters Screen Page ECB37 |
| C.21 | Indication of the market where the securities will be traded and for which prospectus has been published. | Certificates will be admitted to trading on the Electronic Securitised Derivatives Market of Borsa Italiana S.p.A.) on or as soon as practicable the Issue Date and will be offered to the public in Italy. |

| Section D – Risks | | |
|-------------------|---|---|
| D.2 | Key risk factors relating to the Issuer | <p>The following are key risk factors related to the Issuer, its operations, industry and its structure that may affect the Issuer's ability to fulfil its obligations under the Certificates issued under the Programme.</p> <p>The key risk factors relating to Crédit Agricole CIB FS:</p> <ul style="list-style-type: none"> • risk management; • credit risk; • liquidity risk; • interest rate risk; and • foreign currency risk. |
| D.3 | Key risk factors relating to the Securities | <p>The following key risk factors are material for the purpose of assessing the risks associated with Certificates:</p> <ul style="list-style-type: none"> • the Certificates may not be a suitable investment for all investors; • risks related to the structure of a particular issue of Certificates: <ul style="list-style-type: none"> (i) structured Certificates; • risks related to Certificates generally: <ul style="list-style-type: none"> (i) Unsecured Obligations; (ii) modification; (iii) French insolvency law; (iv) taxation; (v) No gross up (vi) EC Council Directive 2003/48/EC on the taxation of savings income; (vii) Proposed Financial Transaction Tax; (viii) Potential U.S. Foreign Account Tax Compliance withholding; (ix) Legislation affecting dividend equivalent payments; (x) Change of law; (xi) Illegality and Force Majeure; (xii) Certificates where denominations involve integral multiples: definitive Certificates; (xiii) Conflicts of Interest – Calculation Agent; (xiv) Potential conflicts of interest; (xv) Potential conflicts of interest relating to distributors; (xvi) Certain considerations relating to public offers of the Certificates; (xvii) Risks may be compounded; • risks related to the market generally: |

| Section D – Risks | |
|-------------------|--|
| | <ul style="list-style-type: none"> (i) The secondary market generally; (ii) Illiquid Market; (iii) Exchange rate risks and exchange controls; (iv) Interest rate risks; (v) Credit ratings may not reflect all risks; (vi) Effect of a Credit Rating Reduction; (vii) market value of the Certificates; • legal investment considerations may restrict certain investments: <ul style="list-style-type: none"> (i) independent review and advice; (ii) no reliance; (iii) restrictions on transfer; • risks related to FX linked Certificates; • certain considerations regarding hedging; • risks related to disruption events; • risk related to standard interest payoffs and standard redemption payoffs: <ul style="list-style-type: none"> (i) caps and floors; (ii) leverage factors; (iii) focus on the change in the performance of the underlying rather than its level; • risks related to redemption methods: <ul style="list-style-type: none"> (i) performance redemption and; (ii) Fair Market Value Redemption Amount; (iii) redemption unwind costs. |
| D.6 | <p>Risk warning that investors may lose value of entire investment</p> <p>Please also refer to element D.3.</p> <p>The capital invested in the Certificates is at risk. Consequently, the amount a prospective investor may receive on redemption of its Certificates may be less than the amount invested by it and may be zero (0).</p> <p>Investors may lose up to the entire value of their investment if:</p> <ol style="list-style-type: none"> 1. the relevant payoff conditions do not provide for full repayment of the initial purchase price upon redemption or specified early redemption and the underlying asset(s) perform(s) in such a manner that the amount due under the Certificates is less than the initial purchase price; 2. the investor sells their Certificates prior to the scheduled redemption in the secondary market at an amount that is less than the initial purchase price; 3. the Issuer is subject to insolvency or bankruptcy proceedings or some other event which negatively affects the Issuer’s ability to repay amounts due under the Certificates; 4. the Certificates are redeemed early for reasons beyond the control of the Issuer, (such as a change of applicable law or market event in relation to the underlying asset(s)) and the amount paid or delivered is less than the initial purchase price; or 5. the Certificates are subject to certain adjustments or alternative valuations following certain disruptive market events that result in the amount to be paid or delivered being reduced to an amount or value that is less than the initial purchase price. |

| Section E – Other | | |
|--------------------------|---|--|
| E.2b | Reasons for offer and use of proceeds when different from making profit and/or hedging certain risks | Not Applicable. The reasons for the offer and the net proceeds of the issue are for making profit and hedging certain risks |
| E.3 | Terms and conditions of offer | <p>The Certificates are being offered to the public in a Non-exempt Offer in Italy. Any investor intending to acquire or acquiring any Certificates from an Authorised Offeror will do so, and offers and sales of the Certificates to an investor by an Authorised Offeror will be made, in accordance with any terms and other arrangement in place between such Authorised Offeror and such investor including as to price, allocation and settlement arrangements.</p> <p>Offer Price:</p> <p style="padding-left: 40px;">Issue Price (of which a maximum amount of 3.50% is represented by distribution commissions payable upfront to the Distributors).</p> <p style="padding-left: 40px;">The Issuer has appointed the following Distributors (the Distributors) for the purpose of distribution of the Certificates in Italy:</p> <p style="padding-left: 40px;">Cassa Di Risparmio Di Parma E Piacenza S.p.A., via Università 1 43121 Parma Italia</p> <p style="padding-left: 40px;">Cassa di Risparmio della Spezia S.p.A. Corso Cavour, 86 19121 La Spezia, Italia</p> <p style="padding-left: 40px;">Banca Popolare Friuladria S.p.A. Piazza XX Settembre, 2 33170 Pordenone, Italia</p> <p>Conditions to which the offer is subject:</p> <p style="padding-left: 40px;">The offer of the Certificates is conditional on their issue.</p> <p style="padding-left: 40px;">The Issuer reserves the right, in its absolute discretion, to cancel the offer and the issue of the Certificates at any time prior to the Issue Date.</p> <p style="padding-left: 40px;">The Issuer shall publish a notice on</p> |

Section E – Other

Description of the application process:

the website of the Guarantor (<http://www.ca-cib.com/our-offers/rates-credit-and-cross-assets-derivatives.htm>) in the event that the offer is cancelled and the Certificates are not issued pursuant to the above.

For the avoidance of doubt, if any application has been made by a potential investor and the Issuer exercises its right to cancel the offer, such potential investor shall not be entitled to receive any Certificates.

Prospective investors may apply to subscribe for Certificates during the Offer Period.

The Offer Period may be shortened or extended at any time and for any reason. In such case, the Issuer shall give notice to the investors as soon as practicable before the end of the Offer Period by means of a notice published on the website of the Guarantor (<http://www.ca-cib.com/our-offers/rates-credit-and-cross-assets-derivatives.htm>).

Applications for the Certificates can be made during the Offer Period through the Distributors. The applications can be made in accordance with the Distributors' usual procedures. Prospective investors will not be required to enter into any contractual arrangements directly with the Issuer or the Dealer related to the subscription for the Certificates.

A prospective investor should contact the Distributors prior to the end of the Offer Period. A prospective investor will subscribe for Certificates in accordance with the arrangements agreed with the Distributors relating to the subscription of securities generally.

There are no pre-identified allotment criteria. The Distributors will adopt allotment criteria that ensure equal

Section E – Other

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| | | | <p>treatment of prospective investors. All of the Certificates requested through the Distributors during the Offer Period will be assigned except as otherwise specified herein.</p> |
| | <p>Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:</p> | <p>Not Applicable</p> <p>The Distributors, in agreement with the Issuer, reserves the right to accept any subscription requests for Certificates which would exceed the "up to" aggregate principal amount of the Certificates of 300,000 Certificates and the Issuer may increase the "up to" aggregate principal amount of the Certificates.</p> <p>The Issuer shall publish a notice on the website of the Guarantor (http://www.ca-cib.com/our-offers/rates-credit-and-cross-assets-derivatives.htm) in the event that the "up to" Aggregate Number of Certificates of 300,000 Certificates is exceeded and the "up to" Aggregate Number of Certificates is increased</p> | |
| | <p>Details of the minimum and/or maximum amount of application:</p> | <p>There is no maximum amount of application.</p> <p>Minimum amount of application is EUR 100</p> | |
| | <p>Details of the method and time limits for paying up and delivering the Certificates:</p> | <p>The Certificates will be available on a delivery versus payment basis.</p> <p>The Certificates offered to investors will be issued on the Issue Date against payment by the Distributors, via the Dealer, to the Issuer of the gross subscription moneys. Each such investor will be notified by the relevant Distributors of the settlement arrangements in respect of the Certificates at the time of such investor's application.</p> <p>The Issuer estimates that the Certificates will be delivered to the investor's respective book-entry securities account on or around the Issue Date.</p> | |
| | <p>Manner in and date on which results of the offer</p> | <p>Publication on the website of the</p> | |

Section E – Other

| | | | |
|-------------------|--|---|---|
| | | <p>are to be made public:</p> <p>Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:</p> <p>Whether tranche(s) have been reserved for certain countries:</p> <p>Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:</p> <p>Amount of any expenses and taxes specifically charged to the subscriber or purchaser:</p> | <p>Guarantor (http://www.ca-cib.com/our-offers/rates-credit-and-cross-assets-derivatives.htm) on or around the Issue Date</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Applicants will be notified directly by the Distributors of the success of their application.</p> <p>Dealing in the Certificates may commence on the Issue Date.</p> <p>Responsibility for any tax implications of investing in these Certificates rests entirely with the subscriber or purchaser.</p> <p>For the Offer Price which includes the fees payable upfront to the Distributors see above "Offer Price".</p> |
| <p>E.4</p> | <p>Interest material to issue including conflicting interests</p> | <p>Not Applicable. So far as the Issuer is aware, no person involved in the offer of the Certificates has an interest material to the offer, including conflicting interests.</p> | |
| <p>E.7</p> | <p>Estimated expenses charged to investor</p> | <p>Not Applicable. There are no expenses charged to the investor by the Issuer.</p> | |

ANNEX B – FORM OF RENOUNCEMENT NOTICE

RENOUNCEMENT NOTICE

(to be completed by the beneficial owner of the Certificates)

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK

(a limited liability company incorporated in France as a “société anonyme”)

and

CRÉDIT AGRICOLE CIB FINANCIAL PRODUCTS (GUERNSEY) LIMITED

(a limited liability company incorporated in Guernsey)

and

CRÉDIT AGRICOLE CIB FINANCE (GUERNSEY) LIMITED

(a limited liability company incorporated in Guernsey)

and

CRÉDIT AGRICOLE CIB FINANCIAL SOLUTIONS

(a limited liability company incorporated in France)

Issue of EUR 149,955 Certificates FX Linked Redemption due September 2020

ISIN: XS1097755414

(the “Certificates”)

To: [Euroclear or Clearstream, Luxembourg]
[address]
Fax No: [●]
(the “Financial Intermediary”)

c/c Issuer
[address]
Fax No: [●]

c/c Principal Certificate Agent
[address]
Fax No: [●]

We/I the undersigned beneficial owner(s) of the Certificates

hereby communicate that we are renouncing the Automatic Exercise on the Exercise Date scheduled to fall on 2 (two) TARGET2 Business Days preceding the Redemption Date (i.e [...] September 2020) of the rights granted by the Certificates in accordance with the Conditions.

Series No. of the Certificates:

Number of Certificates the subject of this notice:

The undersigned understands that if this Renouncement Notice is not completed and delivered as provided in the Conditions or is determined to be incomplete or not in proper form (in the determination of the Financial Intermediary), it will be treated as null and void.

If this Renouncement Notice is subsequently corrected to the satisfaction of the Financial Intermediary, it will be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the Financial Intermediary.

Expressions defined in the Conditions shall bear the same meanings in this Renouncement Notice.

Place and date:

Name of beneficial owner of the Certificates

Signature

TERMS AND CONDITIONS OF THE CERTIFICATES

This section provides an introduction to the terms and conditions of the Certificates.

This introductory section does not form part of the Terms and Conditions.

*The following sections below (including, for the avoidance of doubt, the annexes below) together form the terms and conditions of the Certificates (the **Terms and Conditions**) which will (in the case of Certificates other than Dematerialised Certificates) be incorporated by reference into each Global Certificate and attached to each Definitive Certificate or (in the case of Dematerialised Certificates) will apply to such Dematerialised Certificates. The Final Terms in relation to an issue of Certificates supplements and completes the following Terms and Conditions.*

CONTENTS OF THE TERMS AND CONDITIONS OF THE CERTIFICATES

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GENERAL CONDITIONS

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

*The following are the general conditions (the **General Conditions**) that apply to the Certificates.*

The following are the General Conditions that will apply to all Certificates, as supplemented or completed in accordance with the provisions of the applicable Final Terms and any applicable Additional Conditions specified to be applicable in such Final Terms. Where any Additional Conditions are specified in the applicable Final Terms for any Certificates, the General Conditions shall be subject to the provisions contained in such Additional Conditions and will not apply to the extent they are inconsistent with the provisions of such Additional Conditions. In all cases, these General Conditions and the provisions of such Additional Conditions shall be subject to the applicable Final Terms, and will not apply to the extent they are inconsistent with the provisions of such Final Terms.

Unless otherwise specified in the relevant Final Terms (as defined below), the Certificates of this series (such Certificates being hereinafter referred to as the **Certificates**) are, other than in the case of Dematerialised Certificates (as defined below) and Definitive Certificates (as defined below), represented by one or more global Certificate (each a **Global Certificate**) and, in the case of all Certificates, are issued pursuant to an amended and restated master certificate agreement dated 4 April 2014 (as the same may be modified, amended, restated, varied or supplemented from time to time) (the **Master Certificate Agreement**) between Crédit Agricole Corporate and Investment Bank, Crédit Agricole CIB Financial Products (Guernsey) Limited (**Crédit Agricole CIB FP**), Crédit Agricole CIB Finance (Guernsey) Limited (**Crédit Agricole CIB FG**) and Crédit Agricole CIB Financial Solutions (**Crédit Agricole CIB FS**) (each an **Issuer** and together, the **Issuers**), CACEIS Bank Luxembourg as principal certificate agent (the **Principal Certificate Agent**) and as registrar (the **Registrar**), CACEIS Bank Luxembourg as Luxembourg certificate agent (in such capacity, the **Luxembourg Certificate Agent** together with the Principal Certificate Agent, any additional certificate agent appointed by the Issuer, the **Certificate Agents** which expression shall include any additional or successor certificate agents) and CACEIS Bank Luxembourg as Transfer Agent (in such capacity, the **Transfer Agent** (which expression shall include any additional or successor transfer agents) and together with the Certificate Agents and the Registrar, the **Agents**). Crédit Agricole Corporate and Investment Bank shall undertake the duties of calculation agent (the **Calculation Agent**) in respect of the Certificates, unless another entity is so specified as calculation agent in the applicable Final Terms. The expression “Calculation Agent” shall, in relation to the relevant Certificates, include such other specified calculation agent. In the case of Crédit Agricole CIB FP, Crédit Agricole CIB FG and Crédit Agricole CIB FS, the Certificates are subject to a deed of guarantee dated 4 April 2014 (the **Deed of Guarantee**) issued by Crédit Agricole Corporate and Investment Bank as guarantor (the **Guarantor**).

In the event that the applicable Final Terms specifies that the Certificates are eligible for sale in the United States under Rule 144A (**Rule 144A**) under the U.S. Securities Act of 1933, as amended (the **Securities Act**), the Certificates (a) may be sold only to U.S. persons (as defined in Regulation S under the Securities Act) that are qualified institutional buyers (each a **QIB**) as defined in Rule 144A under the Securities Act who are also qualified purchasers (each a **QP**) within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51)(A) of the United States Investment Company Act of 1940, as amended (the **1940 Act**), such Certificates being represented by a Rule 144A Global Certificate (the **Rule 144A Global Certificate**) or (b) may be sold only outside the United States to a non-U.S. person in an offshore transaction in compliance with Regulation S under the Securities Act, such Certificates being represented by a Regulation S Global Certificate (the **Regulation S Global Certificate**).

In the event that the applicable Final Terms does not specify that the Certificates are eligible for sale in the United States under Rule 144A, the Certificates will, other than in the case of Dematerialised Certificates (as defined below), be represented by a Permanent Global Certificate (a **Permanent Global Certificate**).

References herein to **Global Certificate** include, as the context so requires, a Rule 144A Global Certificate, a Regulation S Global Certificate and a Permanent Global Certificate.

Each Global Certificate has been deposited with a depository (the **Common Depository**) common to Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**).

Certificates designated as "Definitive Registered Certificates" in the applicable Final Terms will be issued and delivered to Certificateholders in definitive registered form, serially numbered (**Definitive Registered Certificates**). No Global Certificates will be issued in respect of Definitive Registered Certificates.

If so specified in the applicable Final Terms, and for the purpose of allowing clearing of Certificates in alternative clearing systems, any series of Certificates may be issued in registered, uncertificated and dematerialised book-entry form (**Dematerialised Certificates**) in accordance with all applicable laws of the relevant jurisdiction of such alternative clearing system and the rules and regulations of such alternative clearing system or any nominee thereof (**Local Clearing System Rules**).

Certificates designated as "Swedish Certificates" in the applicable Final Terms will constitute Dematerialised Certificates issued in uncertificated and dematerialised book-entry form in accordance with the Swedish Financial Instruments Accounts Act of 1998 (*Sw. lag (1998:1479) om kontoföring av finansiella instrument*) and all other applicable Swedish laws, regulations and operating procedures applicable to and/or issued by the Swedish central securities depository (*central värdepappersförvarare*) from time to time (the **Swedish CSD Rules**) designated as Relevant Clearing System for the Swedish Certificates in the applicable Final Terms (which is expected to be Euroclear Sweden AB) (the **Swedish CSD**). No physical global or definitive Certificates or certificates will be issued in respect of Swedish Certificates other than as provided below and the provisions relating to presentation, surrender or replacement of such bearer instruments shall not apply.

Certificates designated as "Norwegian Certificates" in the applicable Final Terms will constitute Dematerialised Certificates issued in uncertificated and dematerialised book-entry form in accordance with the Norwegian Securities Register Act of 2002 (*lov om registrering av finansielle instrumenter av 5 juli 2002 nr. 64 para. 2-1*) and all other applicable Norwegian laws, regulations and operating procedures applicable to and/or issued by the relevant Norwegian central securities depository (*verdipapirregister*) from time to time (the **Norwegian CSD Rules**) designated as Relevant Clearing System for the Norwegian Certificates in the applicable Final Terms (which is expected to be VPS ASA (**VPS**)) (the **Norwegian CSD**). No physical global or definitive certificates will be issued in respect of Norwegian Certificates other than as provided below.

Certificates designated as "**Finnish Certificates**" in the applicable Final Terms will constitute Dematerialised Certificates issued in uncertificated and dematerialised book-entry form in accordance with the Finnish Act on the Book-Entry System and Clearing Operations (749/2012) and the Finnish Act on Book-Entry Accounts (827/1991) (*Fi: laki arvo-osuusjärjestelmästä ja selvitystoiminnasta 749/2012 and laki arvo-osuustileistä 827/1991*) and all other applicable Finnish laws, regulations and operating procedures applicable to and/or issued by the Finnish central securities depository from time to time (the "**Finnish CSD Rules**") designated as Relevant Clearing System for the Finnish Certificates in the applicable Final Terms (which is expected to be Euroclear Finland Oy) (the "**Finnish CSD**"). No physical global or definitive Certificates or certificates will be issued in respect of Finnish Certificates other than as provided below and the provisions relating to presentation, surrender or replacement of such bearer instruments shall not apply.

Certificates designated as "Italian Certificates" in the applicable Final Terms will constitute Dematerialised Certificates issued in registered, uncertificated and dematerialised book-entry form in accordance with the applicable provisions of the Italian law, including the Italian Financial Services Act, regulations and operating procedures applicable to and/or issued by the relevant Italian central securities depository from time to time (the **Italian CSD Rules**) and are freely transferable by way of book entries on the accounts registered on Monte Titoli S.p.A. (the **Italian CSD**). No physical global or definitive certificates will be issued in respect of Italian Certificates other than as provided below and the provisions relating to presentation, surrender or replacement of such bearer instruments shall not apply.

In the event that the Conditions of the Certificates are inconsistent with the Swedish CSD Rules, the Norwegian CSD Rules, the Finnish CSD Rules, the Italian CSD Rules or any other applicable Local Clearing System Rules, as the case may be, such Swedish CSD Rules, Norwegian CSD Rules, Finnish CSD Rules, Italian CSD Rules or, as the case may be, Local Clearing System Rules shall prevail.

Except as specified in the following paragraph or in the applicable Final Terms, no Certificates in definitive form will be issued.

In the event that (in the case of Certificates other than Dematerialised Certificates) both Euroclear and Clearstream, Luxembourg are closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise), or (in the case of Dematerialised Certificates), the Swedish CSD, the Norwegian CSD, the Finnish CSD, the Italian CSD or any other alternative clearing system, as the case may be, is or announce an intention permanently to cease business and do so cease business and no alternative clearing system satisfactory to the Issuer and the Principal Certificate Agent is available (i) Certificates represented by a Rule 144A Global Certificate or a Regulation S Global Certificate will be exchangeable in whole but not in part (free of charge to the Certificateholders) for Definitive Registered Certificates in which case the Issuer will deliver, or arrange delivery of, Definitive Registered Certificates in registered form, serially numbered to the Certificateholders; (ii) Certificates represented by the Permanent Global Certificate and Dematerialised Certificates (following deregistration from the book-entry registers of the Swedish CSD, Norwegian CSD, Finnish CSD, Italian CSD or, as the case may be, other alternative clearing system (or any nominee) will be exchangeable in whole but not in part (free of charge to the Certificateholders) for definitive certificates (**Definitive Bearer Certificates** and together with the Definitive Registered Certificates, the **Definitive Certificates**) in bearer form and in which case the Issuer will deliver, or arrange delivery of, Definitive Bearer Certificates in bearer form, serially numbered to the Certificateholders. In such event, the Issuer shall give notice to the Certificateholders of such additional terms as it and the Principal Certificate Agent consider appropriate in respect of the transfers of such Definitive Registered Certificates or Definitive Bearer Certificates, the procedures and time for exercise and payment and/or delivery thereof or thereon and such other matters as it determines are necessary.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Principal Certificate Agent as provided in the applicable Final Terms.

The Final Terms for the Certificates complete these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent that it is inconsistent with these Terms and Conditions, supplement, replace or modify these Terms and Conditions for the purposes of the Certificates. References herein to the “Final Terms” or the “applicable Final Terms” are to the Final Terms or (in the case of any further certificates issued pursuant to General Condition 13 (*Further Issues*) and forming a single series with the Certificates) the additional Final Terms attached, in the case of Certificates other than Dematerialised Certificates, to the Global Certificate or, as the case may be, the Definitive Certificate and, in the case of Dematerialised Certificates, prepared in connection with such Dematerialised Certificates and signed by or on behalf of the Issuer.

Words and expressions defined in the Master Certificate Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated.

The Certificateholders (as defined in General Condition 1.2 (*Title to Certificates*)) are entitled to the benefit of, are bound by and are deemed to have notice of, all the provisions of the Master Certificate Agreement and the applicable Final Terms.

Certificates will be issued in series (each a **Series**) and each Series may comprise one or more tranches (**Tranches** and each a **Tranche**).

1 TYPE, TITLE AND TRANSFER

1.1 Type

The Certificates may be Fixed Rate Certificates, Floating Rate Certificates, Credit Linked Certificates, Bond Linked Certificates, Commodity Linked Certificates, Index Linked Certificates, Inflation Linked Certificates, FX Linked Certificates, Rate Linked Certificates, Multi-Asset Basket Linked Certificates, Alternative Currency Certificates, CNY Certificates, Dual Currency Certificates, Zero Coupon Certificates, Instalment Certificates, Secured Certificates, Private Placement Certificates or any combination thereof.

1.2 Title to Certificates

Each person who is for the time being shown in the records of the Relevant Clearing System as the holder of a particular amount of Certificates represented by a Global Certificate (in which regard any certificate or other document issued by the Relevant Clearing System as to the amount of Certificates standing to the account of any person shall be conclusive and binding for all purposes, save in the case of manifest error) shall be treated for all purposes by the Issuer, the Guarantor, any Agent, the Relevant Clearing System, and all other persons dealing with such person as the holder of such amount of Certificates (and the expressions **Certificateholder** and **holder of Certificates** and related expressions shall be construed accordingly).

In the case of Swedish Certificates, **Certificateholder** and **holder of Certificates** means the person in whose name a Swedish Certificate is registered in the Swedish Register and the reference to a person in whose name a Swedish Certificate is so registered shall include also any person duly authorised to act as a nominee (*förvaltare*) and in whose name such certificates are so registered. In respect of Swedish Certificates, the **Swedish Register** means the register maintained by the Swedish CSD on behalf of the Issuer in accordance with the Swedish CSD Rules. Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Swedish Certificates shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating such holder. The Issuer and the Swedish Issuing Agent (as defined in General Condition 10.1 (*Agents*) below) shall be entitled to obtain information from the Swedish Register in accordance with the Swedish CSD Rules.

In the case of Norwegian Certificates, **Certificateholder** and **holder of Certificates** means the person in whose name a Norwegian Certificate is registered in the Norwegian Register and the reference to a person in whose name a Norwegian Certificate is registered shall also include any entities registered as nominee holder (*forvalter*) of such Certificates. In respect of Norwegian Certificates, the **Norwegian Register** means the register maintained with the Norwegian CSD on behalf of the Issuer in accordance with the Norwegian CSD Rules. Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Norwegian Certificates shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating such holder. In respect of Norwegian Certificates, each holder agrees and accepts to that the Norwegian CSD may provide the Issuer and the Norwegian Issuing Agent (as defined in General Condition 10.1 (*Agents*) below), upon request, information registered with the Norwegian CSD relating to the Norwegian Certificates and the holders thereof. Such information shall include, but not be limited to, the identity of the registered holder of the Norwegian Certificates, the residency of the registered holder of the Norwegian Certificates, the number of Norwegian Certificates registered with the relevant holder, the address of the relevant holder, identity of the registrar account administrator in respect of the relevant securities account (*Kontofører Investor*) and whether or not the Norwegian Certificates are registered in the name of a nominee and the identity of any such nominee.

In the case of Finnish Certificates, “**Certificateholder**” and “**holder of Certificates**” means the person in whose name a Finnish Certificate is registered in the Finnish Register and the reference to a person in whose name a Finnish Certificate is so registered shall include also any person duly authorised to act as a nominee (*hallintarekisteröinnin hoitaja*) and in whose name such certificates are so registered. In respect of Finnish Certificates, the “**Finnish Register**” means the register maintained by the Finnish CSD on behalf of the Issuer in accordance with the Finnish CSD Rules. Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Finnish Certificates shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating such holder. The Issuer and the Finnish Issuing Agent (as defined in General Condition 10.1 (*Agents*) below) shall be entitled to obtain information from the Finnish Register in accordance with the Finnish CSD Rules.

In the case of Italian Certificates, **Certificateholder** and **holder of Certificates** means the person, other than another CSD, who is for the time being shown in the records of the Italian CSD in accordance with the Italian CSD Rules (the **Italian Register**) as holder of a particular number of Italian Certificates. Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Italian Certificates shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating such holder and any certificate or other document issued pursuant to the Italian CSD Rules as to the number of Italian Certificates standing to the account of any person shall be conclusive and binding for all purposes except in the case of manifest error. The Issuer and the Italian Issuing Agent (as defined in General Condition 10.1 (*Agents*) below) shall be entitled to obtain information from the Italian Register in accordance with the Italian CSD Rules.

Title to any other Dematerialised Certificates shall be governed by the relevant Local Clearing System Rules as specified in the applicable Final Terms.

In the case of Definitive Registered Certificates, the Issuer shall cause to be kept at the specified office of the Principal Certificate Agent a register (the **Register**) on which shall be entered, the names and addresses of all holders of Definitive Registered Certificates, the number and type of the Definitive Registered Certificates held by them and details of all transfers of Definitive Registered Certificates. The persons shown in the Register (each a **Certificateholder**) shall (except as otherwise required by law) be treated as the absolute owners of the relevant Definitive Registered Certificates for all purposes (regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating such person (and the expressions **Certificateholders** and **holder of Certificates** and related expressions shall be construed accordingly).

In the case of a Definitive Bearer Certificate title passes by delivery and the bearer of such Definitive Bearer Certificate (each a **Certificateholder**) shall (except as otherwise required by law) be treated as the absolute owner of the relevant Definitive Bearer Certificate for all purposes (regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating such person (and the expressions **Certificateholders** and **holder of Certificates** and related expressions shall be construed accordingly).

1.3 Transfer of Certificates

All transactions (including transfers of Certificates) in the open market or otherwise must be effected through, in the case of Certificates represented by a Global Certificate, an account at Euroclear or Clearstream, Luxembourg subject to and in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be and title will pass upon registration of the transfer in the books of Euroclear or Clearstream, Luxembourg, as the case may be. In the case of Dematerialised Certificates, all transactions (including transfers of such Certificates), in the open market or otherwise must be effected on account with the Relevant Clearing System subject to and in accordance with the rules and procedures for the time being of such

Relevant Clearing System and title will pass upon registration of the transfer in the books of such Relevant Clearing System or any nominee thereof which, in the case of Swedish Certificates, will be by registration in the Swedish Register in accordance with the Swedish CSD Rules, in the case of Norwegian Certificates, will be by registration in the Norwegian Register in accordance with the Norwegian CSD Rules, in the case of Finnish Certificates, will be by registration in the Finnish Register in accordance with the Finnish CSD Rules and in the case of Italian Certificates, will be by registration in the Italian Register in accordance with the Italian CSD Rules.

The number of Certificates which may be transferred by a Certificateholder must be equal to the Minimum Trading Lot and any integral multiple thereof or of such other number, each as specified in the applicable Final Terms.

In the case of Certificates represented by a Rule 144A Global Certificate, transfers of such Certificates to a person who takes delivery in the form of Certificates represented by a Rule 144A Global Certificate or a Regulation S Global Certificate, or, in the case of Certificates represented by a Regulation S Global Certificate, transfers of such Certificates to a person who takes delivery in the form of Certificates represented by a Rule 144A Global Certificate or a Regulation S Global Certificate, may be effected only to or through the Issuer or an affiliate of the Issuer, or upon certification (in the form from time to time available from the Principal Certificate Agent) to the Principal Certificate Agent by the transferor (or with respect to an exchange, the holder), and made:

- (i) (A) to a non-U.S. person in an offshore transaction pursuant to Regulation S under the Securities Act or (B) to a QIB who is also a QP who acquired such Certificates in a transaction meeting the requirements of Rule 144A; and
- (ii) to a transferee or an exchange representing or deemed to represent that it is not acquiring the Certificates, directly or indirectly, with assets of any Employee Benefit Plan within the meaning of Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended (**ERISA**), whether or not subject to Title I of ERISA, including any U.S. governmental or non-U.S. pension plan, or any “plan” subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”); and
- (iii) in accordance with any applicable rules and regulations from time to time of the Principal Certificate Agent, Euroclear and Clearstream, Luxembourg.

The Certificateholder must send to Euroclear or Clearstream, Luxembourg, as the case may be, a free of payment instruction not later than 10.00 a.m. (Brussels or Luxembourg time, as the case may be) one Brussels business day or Luxembourg business day, as the case may be, prior to the date on which the transfer or exchange is to take effect.

In the case of a transfer, separate payment arrangements are required to be made between the transferor and the transferee.

On the transfer or exchange date, Euroclear or Clearstream, Luxembourg, as the case may be, will debit the account of its participant and will instruct the Principal Certificate Agent to instruct Euroclear or Clearstream, Luxembourg, as the case may be, to credit the relevant account of the Euroclear or Clearstream, Luxembourg participant, as the case may be.

Upon any transfer or exchange date, the Principal Certificate Agent, in the case of transfer to and/or from a person who takes delivery in the form of Certificates represented by a Regulation S Global Certificate or Rule 144A Global Certificate held by a Common Depository on behalf of Euroclear or Clearstream, Luxembourg, will increase or decrease, if appropriate, the number of Certificates represented by such Regulation S Global Certificate or Rule 144A Global Certificate, whereupon the number of Certificates represented by such Regulation S Global Certificate or Rule 144A Global Certificate shall be increased or decreased, if appropriate, for all purposes by the number so transferred and endorsed.

If at any time the Principal Certificate Agent determines or is notified by the Issuer or any of its affiliates that (i) a transfer or attempted or purported transfer of any interest in a Certificate was not consummated in compliance with the provisions of this General Condition 1.3, or (ii) there was a breach of any representation (at the time given) or agreement set forth in any certificate or letter or any deemed representation or agreement delivered or deemed to be made (at the time deemed made) by such purchaser, the purported transfer shall be absolutely null and void ab initio and shall vest no rights in such purchaser (being in such case, a **Disqualified Transferee**) and the last preceding holder of such interest that was not a Disqualified Transferee shall be restored to all rights as a Certificateholder thereof retroactively to the date of purported transfer of such interest by such Certificateholder; alternatively, the Issuer may require any Disqualified Transferee to sell such interest to the Issuer or an entity designated by the Issuer that would not be a Disqualified Transferee.

Definitive Registered Certificates may be transferred at the office of the Principal Certificate Agent in accordance with the terms set out in the Definitive Registered Certificate and the Master Certificate Agreement.

2 STATUS OF THE CERTIFICATES

The Certificates constitute direct, unsubordinated, unconditional and unsecured obligations of the relevant Issuer and rank *pari passu* among themselves and with all other existing or future direct, unsubordinated, unconditional and unsecured obligations of the relevant Issuer (other than those preferred by law) *provided that* where the applicable Final Terms specify that the Certificates are Secured Certificates, the Certificates constitute direct, unsubordinated and unconditional obligations of the relevant Issuer, secured in respect of the relevant Collateral Assets, and rank *pari passu* among themselves and at least *pari passu* with all other existing or future direct, unsubordinated, unconditional and unsecured obligations of the relevant Issuer (other than those preferred by law).

3 THE GUARANTEE AND STATUS OF THE GUARANTEE

In the case of Certificates issued by Crédit Agricole CIB FP, Crédit Agricole CIB FG and Crédit Agricole CIB FS, the Guarantor, in accordance with the terms of the Deed of Guarantee, has agreed to irrevocably and unconditionally guarantee the payment and delivery obligations of Crédit Agricole CIB FP and/or Crédit Agricole CIB FG and/or Crédit Agricole CIB FS, as the case may be, under or in respect of the Certificates. The obligations of the Guarantor under the Deed of Guarantee will constitute direct, unsubordinated, unconditional and unsecured obligations of the Guarantor and will rank *pari passu* with all other existing or future direct, unsubordinated, unconditional and unsecured obligations of the Guarantor (other than those preferred by law).

4 ADJUSTMENTS FOR EUROPEAN MONETARY UNION

The relevant Issuer may, without the consent of the Certificateholders, on giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*):

- (a) elect that, with effect from the Adjustment Date specified in the notice, certain terms of the Certificates shall be redenominated in euro;

The election will have effect as follows:

- (i) where the Specified Currency of the Certificates is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union, such Specified Currency shall be deemed to be an amount of euro converted from the original Specified Currency into euro at the Established Rate, subject to such provisions (if any) as to rounding as the relevant Issuer may decide, after consultation with the Calculation Agent, and as may be specified in the notice, and after the Adjustment Date, all payments in respect of the Certificates will be made solely in euro as though references in the Certificates to the Specified Currency were to euro;
- (ii) where any of these Terms and Conditions are expressed in or contemplate the exchange from or into, the currency (the **Original Currency**) of a country which is participating in the third stage of European

Economic and Monetary Union, such Terms and Conditions shall be deemed to be expressed in or converted from or, as the case may be into, euro at the Established Rate; and

- (iii) such other changes shall be made to these Terms and Conditions as the Issuer may decide in its sole and absolute discretion, after consultation with the Calculation Agent to conform them to conventions then applicable to instruments expressed in euro; and/or

require that the Calculation Agent make such adjustments to any of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent, in its sole discretion, may determine to be appropriate to account for the effect of the third stage of European Economic and Monetary Union on these Terms and Conditions.

Notwithstanding the foregoing, none of the Issuers, any of their respective Affiliates or agents, the Guarantor, if any, the Calculation Agent nor any Certificate Agent shall be liable to any Holder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of euro or any currency conversion or rounding effected in connection therewith.

5 INTEREST

The applicable Final Terms will indicate whether the Certificates (including Credit Linked Certificates and Bond Linked Certificates) are (i) Fixed Rate Certificates, (ii) Floating Rate Certificates, (iii) Zero Coupon Certificates, or (v) Linked Interest Certificates.

5.1 Interest on Fixed Rate Certificates

If:

- (i) “All Interest Periods” is specified in the applicable Final Terms, each Fixed Rate Certificate bears interest from (and including) the Interest Commencement Date to (but excluding) the Redemption Date at the rate(s) equal to the Rate(s) of Interest;
- (ii) certain Interest Periods (other than All Interest Periods) are specified in the applicable Final Terms, each Fixed Rate Certificate bears interest from (and including) the first day of the first Interest Period so specified in the applicable Final Terms to (and including) the last day of the last Interest Period so specified in the applicable Final Terms at the rate(s) equal to the Rate(s) of Interest. For the avoidance of doubt, any references in this General Condition 5.1 to Interest Period will be deemed to be references only to such specified Interest Periods.

In each case, interest will accrue on a daily basis on each day during each relevant Interest Accrual Period and will be payable in respect of the relevant Interest Period in arrear on the relevant Interest Payment Date.

If the Certificates are in definitive form the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount (the Fixed Coupon Amount and Broken Amount being together **Interest Amounts**).

Except in the case of Certificates in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (i) in the case of Fixed Rate Certificates which are represented by a Global Certificate, the aggregate outstanding nominal amount of the Fixed Rate Certificates represented by such Global Certificate; or
- (ii) in the case of Fixed Rate Certificates in definitive form, the Calculation Amount,

and in each case multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure in accordance with General Condition 5.6 (*Rounding*) (an **Interest Amount**). Where the Specified Denomination of a Fixed Rate Certificate in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Certificate shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

5.2 Interest on Floating Rate Certificates

(a) Interest Payment Dates

If:

- (i) “All Interest Periods” is specified in the applicable Final Terms, each Floating Rate Certificate bears interest from (and including) the Interest Commencement Date to (but excluding) the Redemption Date at the applicable Rate of Interest; or
- (ii) certain Interest Periods (other than All Interest Periods) are specified in the applicable Final Terms, each Floating Rate Certificate bears interest from (and including) the first day of the first Interest Period so specified in the applicable Final Terms to (and including) the last day of the last Interest Period so specified in the applicable Final Terms at the applicable Rate of Interest. For the avoidance of doubt, any references in this General Condition 5.2 to Interest Period will be deemed to be references only to such specified Interest Periods.

In each case, interest will accrue on a daily basis on each day during each relevant Interest Accrual Period and such interest will be payable in respect of the relevant Interest Period in arrear on the relevant Interest Payment Date.

(b) Rate of Interest

Subject to General Condition 5.5 (*Margin, Minimum Rate of Interest and Maximum Rate of Interest*), the Rate of Interest payable from time to time in respect of Floating Rate Certificates will be determined in accordance with the provisions below relating to either ISDA Determination for Floating Rate Certificates or Screen Rate Determination for Floating Rate Certificates, as specified in the applicable Final Terms.

(i) ISDA Determination for Floating Rate Certificates

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

- (A) the Floating Rate Option is as specified in the applicable Final Terms;
- (B) the Designated Maturity is a period specified in the applicable Final Terms; and
- (C) the relevant Reset Date is as specified in the applicable Final Terms, which may if the applicable Floating Rate Option is based on the London inter-bank offered rate (**LIBOR**) or on the Euro-zone inter-bank offered rate (**EURIBOR**), be the first day of that Interest Period.

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

(ii) Screen Rate Determination for Floating Rate Certificates

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

- (A) the offered quotation; or
- (B) the arithmetic mean (rounded if necessary in accordance with General Condition 5.6 (*Rounding*)) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Relevant Screen Page Time on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Certificate Agent. If five (5) or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Certificate Agent for the purpose of determining the arithmetic mean (rounded as provided in General Condition 5.6 (*Rounding*)) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of General Condition 5.2(b)(ii)(A), no offered quotation appears or, in the case of General Condition 5.2(b)(ii)(B), fewer than three (3) offered quotations appear, in each case at the Relevant Screen Page Time, the Principal Certificate Agent shall request each of the Reference Banks to provide the Principal Certificate Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at the Relevant Screen Page Time on the Interest Determination Date in question. If two (2) or more of the Reference Banks provide the Principal Certificate Agent with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary in accordance with General Condition 5.6 (*Rounding*)) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Principal Certificate Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Principal Certificate Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Principal Certificate Agent determines as being the arithmetic mean (rounded if necessary in accordance with General Condition 5.6 (*Rounding*)) of the rates, as communicated to (and at the request of) the Principal Certificate Agent by the Reference Banks or any two (2) or more of them, at which such banks were offered at the Relevant Screen Page Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Relevant Inter-Bank Market plus or minus (as appropriate) the Margin (if any) or, if fewer than two (2) of the Reference Banks provide the Principal Certificate Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded in accordance with General Condition 5.6 (*Rounding*)) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at the Relevant Screen Page Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the relevant Issuer suitable for the purpose) informs the Principal Certificate Agent it is quoting to leading banks in the Relevant Inter-Bank Market plus or

minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

(c) Determination of Rate of Interest and calculation of Interest Amounts

The Principal Certificate Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Principal Certificate Agent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Certificates for the relevant Interest Period by applying the Rate of Interest to:

(i) in the case of Floating Rate Certificates which are represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates represented by such Global Certificate; or

(ii) in the case of Floating Rate Certificates in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure in accordance with General Condition 5.6 (*Rounding*). Where the Specified Denomination of a Floating Rate Certificate in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Certificate shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

(d) Notification of Rate of Interest and Interest Amounts

The Principal Certificate Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the relevant Issuer and any stock exchange on which the relevant Floating Rate Certificates are for the time being listed and notice thereof to be published in accordance with General Condition 11 (*Notices*) as soon as possible after their determination but in no event later than the first Luxembourg Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Certificates are for the time being listed and to the Certificateholders in accordance with General Condition 11 (*Notices*). For the purposes of this General Condition 5.2(d), the expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in Luxembourg.

5.3 Interest on Linked Interest Certificates

(a) Interest Payment Dates

If:

(i) “All Interest Periods” is specified in the applicable Final Terms, each Linked Interest Certificate bears interest at the applicable Linked Interest Rate (as defined in General Condition 5.3(b) (*Linked Interest Rate*)) on its outstanding nominal amount from (and including) the Interest Commencement Date to (but excluding) the Redemption Date; or

- (ii) certain Interest Periods (other than All Interest Periods) are specified in the applicable Final Terms, each Linked Interest Certificate bears interest from (and including) the first day of the first Interest Period so specified in the applicable Final Terms to (and including) the last day of the last Interest Period so specified in the applicable Final Terms at the applicable Linked Interest Rate. For the avoidance of doubt, any references in this General Condition 5.3 to Interest Period will be deemed to be references only to such specified Interest Periods.

In each case, interest will accrue on a daily basis on each day during each relevant Interest Accrual Period and such interest will be payable in respect of the relevant Interest Period in arrear on the relevant Interest Payment Date.

(b) Linked Interest Rate

The rate payable from time to time in respect of the applicable Linked Interest Certificates (each a **Linked Interest Rate**) will be determined in accordance with the relevant Terms and Conditions, as specified in the applicable Final Terms.

(c) Determination of Linked Interest Rate and calculation of Interest Amounts

The Calculation Agent will determine the Linked Interest Rate on the Interest Determination Date for the relevant Interest Period. The Calculation Agent will notify the Principal Certificate Agent of the Linked Interest Rate for the relevant Interest Period as soon as practicable after calculating the same.

The Calculation Agent will calculate the amount of interest (the **Interest Amount**) payable on the Linked Interest Certificates for the relevant Interest Period by applying the Linked Interest Rate to:

- (i) in the case of Linked Interest Certificates which are represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates represented by such Global Certificate; or
- (ii) in the case of Linked Interest Certificates in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure in accordance with General Condition 5.6 (*Rounding*). Where the Specified Denomination of a Linked Interest Certificate in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Certificate shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

(d) Notification of Linked Interest Rate and Interest Amounts

The Calculation Agent shall notify the Principal Certificate Agent of the Linked Interest Rate and Interest Amounts for the relevant Interest Period as soon as practicable after calculating the same.

The Principal Certificate Agent will cause the Linked Interest Rate and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the relevant Issuer and any stock exchange on which the relevant Linked Interest Certificates are for the time being listed and notice thereof to be published in accordance with General Condition 11 (*Notices*) as soon as possible after the day on which the notice was given to the Principal Certificate Agent but in no event later than the fourth Luxembourg Business Day thereafter. For the purposes of this General Condition 5.3(d), the expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in Luxembourg.

5.4 Interest on Zero Coupon Certificates

No amount of interest will accrue or become payable on Zero Coupon Certificates except in accordance with General Condition 5.7 (*Accrual of Interest*).

5.5 Margin, Minimum Rate of Interest and Maximum Rate of Interest

- (a) With respect to Floating Rate Certificates only, if any Margin is specified in the applicable Final Terms (either (x) generally, or (y) in relation to one or more Interest Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Periods, in the case of (y), by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin;
- (b) With respect to Floating Rate Certificates only, if the applicable Final Terms specify a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with General Condition 5.2 (*Interest on Floating Rate Certificates*) is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.
- (c) With respect to Floating Rate Certificates only, if the applicable Final Terms specify a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with General Condition 5.2 (*Interest on Floating Rate Certificates*) is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.
- (d) With respect to all Certificates, unless otherwise stated in the applicable Final Terms with respect to Floating Rate Certificates, the Minimum Rate of Interest or minimum Linked Interest Rate, as applicable, shall be deemed to be zero.

5.6 Rounding

For the purposes of any calculations required pursuant to these General Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up), (y) all figures shall be rounded to seven significant figures (provided that if the eighth significant figure is a 5 or greater, the seventh significant shall be rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with half a unit being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country of such currency.

5.7 Accrual of interest

- (a) Except as otherwise provided in this General Condition 5 (*Interest*), each Certificate (or in the case of the redemption of part only of a Certificate, that part only of such Certificate) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue, or in the case of a Zero Coupon Certificate shall accrue as from the date for its redemption, until whichever is the earlier of:
 - (i) the date on which all amounts due in respect of such Certificate have been paid; and
 - (ii) five (5) days after the date on which the full amount of the moneys payable in respect of such Certificate has been received by the Principal Certificate Agent or the Registrar, as the case may be, and notice to that effect has been given to the Certificateholders in accordance with General Condition 11 (*Notices*).

- (b) With respect to Zero Coupon Certificates only, for the purposes of this General Condition 5.7, interest will accrue in accordance with General Condition 5.1 (*Interest on Fixed Rate Certificates*), provided that: (i) the Rate of Interest will be deemed to be the Accrual Yield; and (ii) a single Interest Accrual Period and Interest Period will be deemed to be specified as the relevant period in accordance with Condition 5.7(a) above.

5.8 Interest calculations regarding Swedish Certificates

Pursuant to the Swedish CSD Rules, interest on any Swedish Certificate for any period of time is calculated from (but excluding) the first day of the relevant period to (but including) the last day of the relevant period and the provisions in this General Condition 5 (*Interest*) shall be construed accordingly in respect of Swedish Certificates.

5.9 Interest calculations regarding Italian Certificates

The relevant Issuer shall pay or cause to be paid interest in respect of the relevant period to the person who will be the holder of the Certificates according to the records of the Italian CSD as at the Interest Record Date.

5.10 Payoff Features

The interest payable in respect of each Certificate will be subject to each Payoff Feature (if any) specified as applicable in the applicable Final Terms. A Payoff Feature will apply to: (a) all Interest Periods if “All Interest Periods” is specified to apply in the applicable Final Terms; or (b) to certain Interest Periods as specified in the applicable Final Terms in respect of a Payoff Feature.

6 PAYMENTS

6.1 Method of payment

Subject as provided below and (if applicable) to the Secured Certificate Conditions, the relevant Issuer shall pay or cause to be paid the Early Redemption Amount, Instalment Redemption Amount or Final Redemption Amount, as the case may be, for each Certificate by credit or transfer to the holder’s account with the Relevant Clearing System for value on the date fixed for early redemption, the Redemption Date, or the Instalment Redemption Date, as the case may be, such payment to be made in accordance with the rules of such Clearing System. All payments in respect of Certificates represented by a Rule 144A Global Certificate or a Regulation S Global Certificate will be made to, or to the order of, the holder recorded as such at the close of business on the Clearing System Business Day immediately prior to the date for payment, where Clearing System Business Day means Monday to Friday inclusive except 25 December and 1 January. In the case of Swedish Certificates, such payment will occur in accordance with the Swedish CSD Rules and payments will be effected to the holder recorded as such on (i) the fifth business day (where the Swedish Certificates have been registered by the Swedish CSD on the basis of notional amount) or, as the case may be, (ii) on the fourth business day (where the Swedish Certificates have been registered by the Swedish CSD on the basis of the number of securities) (in each case as such business day is defined by the then applicable Swedish CSD Rules) before the due date for such payment, or (iii) such other business day falling closer to the due date as may then be stipulated in the Swedish CSD Rules (such date being the **Record Date** for the purposes of the Swedish Certificates). In the case of Norwegian Certificates, such payment will occur in accordance with the Norwegian CSD Rules and payments will be effected to the Holder recorded as such on the fifth business day (as defined by the then applicable Norwegian CSD Rules) before the due date for such payment, or such other business day falling closer to the due date as may then be stipulated in the Norwegian CSD Rules (such date being the **Record Date** for the purposes of the Norwegian Certificates). In the case of Finnish Certificates, such payment will occur in accordance with the Finnish CSD Rules and payments will be effected to the holder recorded as such on the fifth business day (as defined by the then applicable Finnish CSD Rules) before the due date for such payment, or such other business day falling closer to the due date as may then be stipulated in the Finnish CSD Rules (such date being the **Record Date** for the purposes of the Finnish Certificates). In the case of Italian Certificates, such payment will occur in

accordance with the Italian CSD Rules and payments will be effected to the Holder's account with the Italian CSD for value on such date on which the payment is due, or such other business day falling closer to the due date as may then be stipulated in the Italian CSD Rules (such date being the **Record Date** for the purposes of the Italian Certificates).

The relevant Issuer or the Guarantor will be discharged by payment to, or to the order of, the Relevant Clearing System in respect of the amount so paid or in accordance with the Swedish CSD Rules, the Norwegian CSD Rules, the Finnish CSD Rules or the Italian CSD Rules as the case may be. Each of the persons shown in the records of the Relevant Clearing System as the holder of a particular amount of the Certificates must look solely to the Relevant Clearing System for his share of each such payment so made to, or to the order of, such Clearing System.

In the case of Definitive Registered Certificates, all payments to Certificateholders will be made to the account of the Certificateholder identified in the Register at the close of business on the fifteenth day (whether or not such fifteenth day is a Business Day) before the relevant due date or, in relation to any final instalment of principal, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date.

No commission or expenses shall be charged to the Certificateholders in respect of such payments and regulations applicable thereto in the place of payment.

6.2 Payment Business Day

If the date for payment of any amount in respect of any Certificate is not a Payment Business Day, the holder thereof shall instead be entitled to payment: (i) on the next following Payment Business Day in the relevant place, if "Following Payment Business Day" is specified in the applicable Final Terms; or (ii) on the next following Payment Business Day in the relevant place, unless the date for payment would thereby fall into the next calendar month, in which event such date for payment shall be brought forward to the immediately preceding Payment Business Day in the relevant place, if "Modified Following Payment Business Day" is specified in the applicable Final Terms or (iii) on the immediately preceding Payment Business Day in the relevant place, if "Preceding Payment Business Day" is specified in the applicable Final Terms; provided that if neither "Following Payment Business Day" nor "Modified Following Payment Business Day" nor "Preceding Payment Business Day" is specified in the applicable Final Terms, "Following Payment Business Day" shall be deemed to apply. In the event that any adjustment is made to the date for payment in accordance with this General Condition 6.2 the relevant amount due in respect of any Certificate shall not be affected by any such adjustment. For these purposes, **Payment Business Day** means any day which is:

- (a) subject to the provisions of the Master Certificate Agreement, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - in respect of Definitive Certificates, the relevant place of presentation; and
 - each Additional Financial Centre specified in the applicable Final Terms; and
- (b) either (A) in relation to any sum payable in a Specified Currency other than euro and CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation and any Additional Financial Centre and which if the Specified Currency is Australian dollars, shall be Sydney and, if the Specified Currency is Canadian dollars, shall be Montreal) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open or (C) in relation to any sum payable in CNY, a day on which

commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the CNY Settlement Centre(s).

6.3 General

None of the Calculation Agent, the Issuers, the Guarantor, any Dealer or any Certificate Agent shall have any responsibility for any errors or omissions in the calculation of any Early Redemption Amount, the Final Redemption Amount, or Instalment Redemption Amount, as the case may be, or other amount whatsoever.

6.4 Interpretation

Any reference in these Terms and Conditions to principal or nominal in respect of the Certificates shall be deemed to include, as applicable:

- (a) the Final Redemption Amount of the Certificates;
- (b) the Early Redemption Amount of the Certificates;
- (c) the Fair Market Value Redemption Amount of the Certificates;
- (d) in relation to Certificates redeemable in instalments, the Instalment Redemption Amounts; and
- (e) any premium and any other amounts (other than interest) which may be payable by the relevant Issuer under or in respect of the Certificates.

Any reference in these Terms and Conditions to “payment”, “repayment” and “redemption” and other related expressions (including, without limitation, for the purposes of the definition of “Payment Business Day” in General Condition 6.2 (*Payment Business Day*)) shall, where the context admits, include the delivery of any securities or other assets pursuant to Physical Settlement as provided in Annex 2 (*Credit Linked Conditions*), Annex 3 (*Bond Linked Conditions*) and Annex 10 (*Secured Certificate Conditions*).

7 REDEMPTION AND PURCHASE

7.1 Redemption by Instalments and Final Redemption

- (a) Unless previously redeemed or purchased and cancelled as provided in this General Condition 7 (other than General Condition 7.1(a)), on each Instalment Date, each Instalment Certificate shall be partially redeemed by the relevant Issuer at the relevant Instalment Redemption Amount and the outstanding nominal amount of each Instalment Certificate will be reduced by the relevant Instalment Amount.
- (b) Unless previously redeemed or purchased and cancelled as provided below in this General Condition 7, each Certificate will be finally redeemed by the relevant Issuer at its Final Redemption Amount specified in the applicable Final Terms and determined in accordance with the provisions set out in Annex 9 (*Redemption Method Conditions*) in the relevant Specified Currency on the Redemption Date or, in the case of an Instalment Certificate falling within paragraph (a) above, its final Instalment Redemption Amount on the final Instalment Date.

7.2 Early Redemption Trigger Events

The applicable Final Terms will specify whether any Early Redemption Trigger Event applies to the Certificates. The provisions detailing such Early Redemption Trigger Events are set out in Annex 8 (*Early Redemption Trigger Conditions*).

The Early Redemption Amount payable in respect of Certificates (other than Zero Coupon Certificates) to which an Early Redemption Trigger Event applies shall be determined by the Calculation Agent in accordance with the provisions of Annex 9 (*Redemption Method Conditions*).

The Early Redemption Amount payable in respect of Zero Coupon Certificates to which an Early Redemption Trigger Event applies shall be the Fair Market Value Redemption Amount determined in accordance with General Condition 7.4 (*Fair Market Value Redemption Amounts*).

7.3 Redemption for FATCA Withholding

The relevant Issuer (in relation to Certificates other than Swedish Certificates and Norwegian Certificates) may or (in relation to Swedish Certificates and Norwegian Certificates) will redeem any FATCA Affected Certificates, at any time, in accordance with the provisions of this General Condition 7.3.

Upon becoming aware that a Certificate is a FATCA Affected Certificate, the relevant Issuer shall use reasonable endeavours to deliver a FATCA Issuer Notice, which shall specify:

- (a) the relevant series number and ISIN in relation to Certificates that have become FATCA Affected Certificates;
- (b) whether or not the Issuer will redeem any of the FATCA Affected Certificates, provided that, for all FATCA Affected Certificates that are Swedish Certificates or Norwegian Certificates, the Issuer will elect to redeem such Certificates, and:
 - (i) where the relevant Issuer elects to redeem any of the FATCA Affected Certificates, the FATCA Affected Certificates the relevant Issuer will redeem; and
 - (ii) the date on which such FATCA Affected Certificates will be redeemed by the Issuer.

Where the FATCA Issuer Notice specifies that the relevant Issuer will not redeem a FATCA Affected Certificate, the holder of any such FATCA Affected Certificate, provided that such Certificate continues to be a FATCA Affected Certificate, may deliver a FATCA Investor Notice requesting the early redemption of the FATCA Affected Certificate and specifying a date for redemption that must be at least ten (10) Business Days after the effective date of such notice. Following receipt of the FATCA Investor Notice, the relevant Issuer will redeem such FATCA Affected Certificate on the date specified for redemption in the relevant FATCA Investor Notice.

Certificates redeemed pursuant to this General Condition 7.3 will be redeemed at their Fair Market Value Redemption Amount.

A FATCA Issuer Notice in respect of Finnish Certificates will not take effect against the relevant Issuer until the date on which the relevant Finnish Certificates have been transferred to the account designated by the Finnish Issuing Agent and blocked for further transfer by said Agent.

For the purposes of this General Condition 7.3:

Code means the U.S. Internal Revenue Code of 1986, as amended.

FATCA Affected Certificate means any Certificate in respect of which (i) the relevant Issuer or (where Crédit Agricole CIB FP, Crédit Agricole CIB FG or Crédit Agricole CIB FS is the relevant Issuer) the Guarantor, in relation to any future payments due under the Certificates, will be obliged to make a FATCA Withholding and (ii) such FATCA Withholding cannot be avoided by the relevant Issuer or Guarantor taking reasonable measures available to it.

FATCA Investor Notice means a notice given by the holder of any FATCA Affected Certificate to the relevant Issuer in accordance with General Condition 11 (*Notices*). A copy of such FATCA Investor Notice shall be given to the Principal Certificate Agent or, in the case of Registered Certificates, the Registrar in accordance with General Condition 11 (*Notices*) (which Notice shall be irrevocable and shall specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this General Condition 7.3).

FATCA Issuer Notice means a notice given by the relevant Issuer to the Principal Certificate Agent or the Registrar, as the case may be, and in accordance with General Condition 11 (*Notices*), to the Certificateholders.

FATCA Withholding means (a) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or (b) any withholding or deduction otherwise imposed (i) pursuant to Sections 1471 through 1474 of the Code, or (ii) any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code.

7.4 Fair Market Value Redemption Amounts

Where (i) Zero Coupon Certificates are to be redeemed prior to the Redemption Date pursuant to the occurrence of an Early Redemption Trigger Event or (ii) the Certificates are to be redeemed prior to the Redemption Date pursuant to General Condition 7.3 (*Redemption for FATCA withholding*) or (iii) the Certificates are to be redeemed prior to the Redemption Date pursuant to General Condition 15 (*Illegality and Force Majeure*), each Certificate will be redeemed at the Fair Market Value Redemption Amount. Certificates may also be redeemed at the Fair Market Value Redemption Amount in any other circumstances set out in the applicable Asset Conditions (including pursuant to Credit Linked Condition 2.7 (*Early redemption of Leveraged CLCs*), Credit Linked Condition 2.8 (*Redemption following a Merger Event*), Credit Linked Condition 2.10 (*Redemption following an Additional Disruption Event*), Bond Linked Condition 2.4 (*Redemption following a Merger Event*) and Bond Linked Condition 2.5 (*Redemption following an Additional Disruption Event*)).

The Fair Market Value Redemption Amount shall be determined by the Calculation Agent in its sole and absolute discretion (or, in the case of an Italian Listed Certificate, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner) as equal to the fair market value of the Certificate as at (or about) the date of early redemption, taking into account, without limitation and without double counting, (i) the deduction of the Hedge Amount and (ii) in the case of Bond Linked Certificates, the value of the Bond provided that:

- (A) this determination shall disregard (1) the financial condition of the relevant Issuer and/or the Guarantor and (2) in the case of Secured Certificates, any collateral which has been, or is required to be, delivered in connection with such Secured Certificates;
- (B) in the case of Bond Linked Certificates:
 - a. which are Secured Certificates;
 - b. where the Collateral Assets consist in whole or in part of the Bond; and
 - c. where the Fair Market Value Redemption Amount is being determined following enforcement of the security created in relation to the Secured Certificates,

then for the purposes of sub-paragraph (ii) above, the value of the Bond shall be determined by reference to the value at which the Disposal Agent (or failing which, the Security Trustee or an agent on its behalf), is able to liquidate or realise the Bond in accordance with the terms of the Secured Certificates (after deducting any costs associated with the relevant enforcement and liquidation and any related fees or taxes);
- (C) the Fair Market Value Redemption Amount shall not be a negative amount; and
- (D) in respect of Secured Certificates and following a Custodian Default, the value of the Bond (where Collateral Monitoring is not applicable) or the Fair Market Value Redemption Amount (where Collateral Monitoring is applicable) shall be subject to a maximum of the value of the amounts actually recovered from the Custodian (or any agent, sub-custodian or delegate thereof).

In determining the fair market value of the Certificate (other than an Italian Listed Certificate), the Calculation Agent shall take into consideration all information which it deems relevant (including, without limitation, market conditions, and, in the case of early redemption pursuant General Condition 15 (*Illegality and Force Majeure*), the impracticality, illegality or impossibility giving rise to the early redemption).

The Fair Market Value Redemption Amount determined as specified above shall be deemed to include any amounts in respect of accrued interest.

In connection with any early redemption of the Certificates, the "**Hedge Amount**" is the losses or costs (expressed as a positive number) to the relevant Issuer or any affiliate thereof that are incurred under then prevailing circumstances or gains (expressed as a negative number) of the relevant Issuer or any affiliate thereof that are realised under then prevailing circumstances in each case in unwinding any related underlying hedging arrangements entered into in respect of such Certificate (including, without limitation, any rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, interest rate option, currency transaction, asset swap transaction, credit derivative transaction or funding transaction such as but not limited to internal funding arrangement or a repurchase transaction, including any market bid/offer spread and any ancillary cost in relation to such unwinding), whether such hedging arrangement is held directly by the relevant Issuer or the Guarantor or indirectly through an affiliate.

Payment of such Fair Market Value Redemption Amount will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

7.5 Purchases

The relevant Issuer, the Guarantor and any of their affiliates shall have the right to purchase or otherwise acquire Certificates at such times, in such manner and for such consideration as it may deem appropriate. Any Certificates so purchased may be held or resold or surrendered for cancellation and, if cancelled, may be reissued by the relevant Issuer at such time and in such manner as it may deem appropriate.

7.6 Cancellation

All Certificates which are redeemed by the relevant Issuer will forthwith be cancelled All Certificates so cancelled and any Certificates purchased and cancelled pursuant to General Condition 7.5 (*Purchases*) shall be forwarded to the Principal Certificate Agent and cannot be reissued or resold.

7.7 Late payment on Zero Coupon Certificates

If the amount payable in respect of any Zero Coupon Certificate upon redemption of such Zero Coupon Certificate pursuant to General Condition 7.1 (*Redemption by Instalment and Final Redemption*), 7.2 (*Early Redemption Trigger Events*) or General Condition 7.3 (*Redemption for FATCA Withholding*) or upon its becoming due and repayable as provided in General Condition 15 (*Illegality and Force Majeure*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Certificate shall be the Fair Market Value Redemption Amount as though the references in General Condition 7.4 (*Fair Market Value Redemption Amounts*) to the date fixed for the redemption was replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Zero Coupon Certificate have been paid; and
- (b) five (5) days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Certificates has been received by the Principal Certificate Agent or the Registrar and notice to that effect has been given to the Certificateholders in accordance with General Condition 11 (*Notices*).

7.8 Italian Listed Certificates

Notwithstanding anything to the contrary in the Conditions: (i) Italian Listed Certificates shall be deemed to be automatically exercised at the Renouncement Notice Cut-off Time, (ii) for so long as the Certificates are listed on Borsa Italiana S.p.A., the Certificates shall be deemed to expire on the Expiry Date (Data di Scadenza) and trading in the Certificates on the Italian Stock Exchange shall cease on the third trading day prior to the Expiry Date and (iii) references in the General Conditions to “redemption” and “redeem” shall be construed as references to “termination” and “terminate”.

For so long as the Certificates are admitted to listing on Borsa Italiana S.p.A. and to trading on the SeDeX Market, then at any time prior to the Renouncement Notice Cut-Off Time, any Certificateholder may renounce automatic exercise of such Certificate (i) in case of Italian Certificates, by the delivery or sending by fax of a duly completed renouncement notice (a **Renouncement Notice**) in the form set out in the applicable Final Terms to the Italian Issuing Agent, with a copy thereof to the Principal Certificate Agent or (ii) if not Italian Certificates, in accordance with the rules of Borsa Italiana S.p.A. applicable from time to time, by giving a duly completed Renouncement Notice to Euroclear or Clearstream, Luxembourg, with a copy to the relevant Issuer and the Principal Certificate Agent. Once delivered, a Renouncement Notice shall be irrevocable and the relevant Certificateholder may not transfer the Certificates the subject of the Renouncement Notice. If a duly completed Renouncement Notice is validly delivered prior to the Renouncement Notice Cut-off Time, the relevant Certificateholder will not be entitled to receive any amounts payable by the Issuer in respect of relevant Certificates and the relevant Issuer shall have no further liability in respect of such amounts.

Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by (i) in case of Italian Certificates, the Italian Issuing Agent (in consultation with the Italian CDS) or (ii) if not Italian Certificates, Euroclear or Clearstream, Luxembourg (in consultation with the Issuer and the Principal Certificate Agent) and shall be conclusive and binding on the relevant Issuer, the Guarantor, the Principal Certificate Agent or the Italian Issuing Agent, as the case may be, and the relevant Certificateholder.

Subject as follows, any Renouncement Notice so determined to be incomplete or not in proper form shall be null and void. If such Renouncement Notice is subsequently corrected to the satisfaction of (i) in case of Italian Certificates, the Italian Issuing Agent or (ii) if not Italian Certificates, Euroclear or Clearstream, Luxembourg, it shall be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to (i) in case of Italian Certificates, the Italian Issuing Agent, with a copy to the Principal Certificate Agent or (ii) if not Italian Certificates, Euroclear or Clearstream, Luxembourg, with a copy to the relevant Issuer and the Principal Certificate Agent.

7.9 Payoff Features

With respect to each Certificate (other than a Credit Linked Certificate or a Bond Linked Certificate), the Early Redemption Amount, Instalment Redemption Amount or the Final Redemption Amount will be subject to the Payoff Features (if any) specified as applicable in the applicable Final Terms.

8 ADDITIONAL CONDITIONS

Where any Additional Conditions are specified in the applicable Final Terms for any Certificates, the General Conditions shall be subject to the provisions contained in such Additional Conditions and will not apply to the extent they are inconsistent with the provisions of such Additional Conditions. In all cases, these General Conditions and the provisions of such Additional Conditions shall be subject to the applicable Final Terms, and will not apply to the extent they are inconsistent with the provisions of such Final Terms.

8.1 Commodity Linked Certificates

Additional conditions relating to Commodity Linked Certificates will be set out in Chapter 1 (*Commodity Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

8.2 Index Linked Certificates

Additional conditions relating to Index Linked Certificates will be set out in Chapter 2 (*Index Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

8.3 FX Linked Certificates

Additional conditions relating to FX Linked Certificates will be set out in Chapter 3 (*FX Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

8.4 Inflation Linked Certificates

Additional conditions relating to Inflation Linked Certificates will be set out in Chapter 4 (*Inflation Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

8.5 Rate Linked Certificates

Additional conditions relating to Rate Linked Certificates will be set out in Chapter 5 (*Rate Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

8.6 Multi-Asset Basket Linked Certificates

Additional conditions relating to Multi-Asset Basket Linked Certificates will be set out in Chapter 6 (*Multi-Asset Basket Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

8.7 Credit Linked Certificates

Additional conditions relating to Credit Linked Certificates will be set out in Annex 2 (*Credit Linked Conditions*).

8.8 Bond Linked Certificates

Additional conditions relating to Bond Linked Certificates will be set out in Annex 3 (*Bond Linked Conditions*).

8.9 Alternative Currency Certificates

Additional conditions relating to Alternative Currency Certificates will be set out in Annex 4 (*Alternative Currency Conditions*).

8.10 Linked Interest Certificates and Linked Redemption Certificates

Additional conditions relating to Linked Interest Certificates and Linked Redemption Certificates will be set out in Annex 5 (*Standard Payoff Conditions*) and Annex 6 (*Combination Payoff Conditions*), as specified as applicable in the applicable Final Terms.

8.11 Payoff Features

Additional conditions relating to Payoff Features will be set out in Annex 7 (*Payoff Feature Conditions*).

8.12 Early Redemption Trigger Events

Additional conditions relating to Early Redemption Trigger Events will be set out in Annex 8 (*Early Redemption Trigger Conditions*).

8.13 Early Redemption Amount, Instalment Redemption Amount and Final Redemption Amount

Additional conditions relating to the determination of the Early Redemption Amount, the Instalment Redemption Amount and the Final Redemption Amount will be set out in Annex 9 (*Redemption Method Conditions*).

8.14 Secured Certificates

Additional conditions relating to Secured Certificates will be set out in Annex 10 (*Secured Certificate Conditions*).

9 TAXATION AND EXPENSES

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in any jurisdiction or agreement of the relevant Issuer, the Guarantor or an Agent. Neither the relevant Issuer nor the Guarantor shall be liable for, or otherwise obliged to pay, any tax, duty, withholding or other payment of whatever nature imposed or levied by such laws, regulations, directives or agreements which may arise as a result of the issue, ownership, transfer, redemption or enforcement of any Certificates. All payments made by the relevant Issuer, the Guarantor or an Agent shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted in any jurisdiction. If any such withholding or deduction is so required, the Certificateholders shall not be entitled to receive, and the relevant Issuer shall not be required to pay, an additional amount in respect thereof.

10 AGENTS AND DETERMINATION

10.1 Agents

The specified offices of the Agents are as set out on page 967 of the Base Prospectus.

The Issuers reserve the right at any time to vary or terminate the appointment of any Agent and to appoint further or additional Agents provided that no termination of appointment of the Principal Certificate Agent or the Registrar shall become effective until a replacement Principal Certificate Agent or, as the case may be, the Registrar shall have been appointed and provided that (i) so long as any of the Certificates are listed on a stock exchange, there shall be a Certificate Agent having a specified office in each location required by the rules and regulations of the relevant stock exchange, (ii) so long as there are any Swedish Certificates outstanding, there will at all times be a Swedish CSD duly authorised as a central securities depository under the Swedish Financial Instruments Accounts Act and an issuing agent duly authorised as such under the Swedish CSD Rules (the **Swedish Issuing Agent**) appointed in respect of such Swedish Certificates, (iii) so long as there are any Norwegian Certificates outstanding, there will at all times be a Norwegian CSD duly authorised as a central securities depository under the Norwegian Securities Register Act and an issuing agent duly authorised as such under the Norwegian CSD Rules (the **Norwegian Issuing Agent**) (Kontofører Utsteder) appointed in respect of such Norwegian Certificates, (iv) so long as there are any Finnish Certificates outstanding, there will at all times be a Finnish CSD duly authorized as a central securities depository under the Finnish Act on the Book-Entry System and Clearing Operations and the Finnish Act on Book-Entry Accounts and an issuing agent duly authorized as such under the Finnish CSD Rules (the **Finnish Issuing Agent**) appointed in respect of the Finnish Certificates and (v) so long as there are any Italian Certificates outstanding, there will at all times be an Italian CSD duly authorised as a central securities depository under Article 80 of the Italian Financial Services Act and its implementing regulations and an issuing agent duly authorised as such under the Italian CSD Rules (the **Italian Issuing Agent**) appointed in respect of such Italian Certificates. Notice of any termination of appointment and of any changes in the specified office of any Agent will be given to Certificateholders in accordance with General Condition 11 (*Notices*). In acting under the Master Certificate Agreement, each Agent acts solely as agent of the Issuers and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Certificateholders and any Certificate Agent's determinations and calculations in respect of the Certificates shall (save in the case of manifest error) be final and binding on the relevant Issuer and the Certificateholders.

10.2 Calculation Agent

In relation to each issue of Certificates where there is a Calculation Agent (whether it be the Issuer or a third party), it acts solely as agent of the relevant Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with the Certificateholders.

All calculations and determinations made by the Calculation Agent shall (save in the case of manifest error) be final, conclusive and binding on the relevant Issuer, the Guarantor and each Certificateholder. The Calculation Agent may, with the consent of the relevant Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

10.3 Determinations by the Issuer

Any determination made by the Issuers pursuant to these Terms and Conditions shall (save in the case of manifest error) be final, conclusive and binding on the relevant Issuer, the Guarantor and each Certificateholder.

11 NOTICES

All notices to Certificateholders where the relevant Certificates are Global Certificates will be valid if (i) delivered to the Relevant Clearing System and in the case of Definitive Certificates to the Principal Certificate Agent, for communication by them to the Certificateholders and (ii) in relation to Certificates listed on any stock exchange made in accordance with any applicable rules and regulations of such stock exchange. Any notice given to the Certificateholders in accordance with this General Condition 11 (*Notices*) shall also be sent to the Guarantor. Any such notice shall be deemed to have been given on the date of such delivery to the Relevant Clearing System or, if applicable, such publication on such website or, if published more than once or on different dates, on the date of the first such publication.

12 MEETINGS OF CERTIFICATEHOLDERS AND MODIFICATION

12.1 Meetings

The Master Certificate Agreement contains provisions for convening meetings of the Certificateholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Master Certificate Agreement) of a modification of these Terms and Conditions or the Master Certificate Agreement. At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the meeting is held) specifying the date, time and place of the meeting shall be given to Certificateholders. Such a meeting may be convened by the Issuer, the Guarantor or Certificateholders holding not less than 10 per cent. (by number) of the Certificates for the time being remaining outstanding. The quorum at a meeting of the Certificateholders (except for the purpose of passing an Extraordinary Resolution) will be two or more persons holding or representing not less than 10 per cent. (by number) of the Certificates for the time being remaining outstanding, or at any adjourned meeting two or more persons being, holding or representing Certificateholders whatever the number of Certificates so held or represented. The quorum at a meeting of Certificateholders for the purpose of passing an Extraordinary Resolution will be two or more persons holding or representing not less than 25 per cent. (by number) of the Certificates for the time being remaining outstanding or at any adjourned meeting two or more persons holding or representing not less than 10 per cent. (by number) of the Certificates for the time being remaining outstanding. In respect of Italian Listed Certificates, for the purposes of (i) ascertaining the right to attend and vote at any meeting of Certificateholders and (ii) the determination of how many Certificates are outstanding for the purposes of this General Condition 12 (*Meetings of Certificateholders and Modifications*) and Schedule 11 (*Provisions for meetings of Certificateholders*) to the Master Certificate Agreement, those Certificates which are beneficially held by, or on behalf of, the relevant Issuer, the Guarantor or any of their respective subsidiaries and not cancelled shall (unless and until ceasing to be so held) be deemed not to be outstanding provided, for the avoidance of doubt, that this shall not prejudice any rights of the relevant Issuer or the Guarantor (through their respective representatives) and their respective legal and financial advisers in such Schedule 11 to attend and speak at any such meeting. A

resolution will be an Extraordinary Resolution when it has been passed at a duly convened meeting by not less than 75 per cent. of the votes cast by Certificateholders at such meeting as, being entitled to do so, vote in person or by proxy. An Extraordinary Resolution passed at any meeting of the Certificateholders shall be binding on all the Certificateholders, whether or not they are present at the meeting. Resolutions can be passed in writing if passed unanimously.

The Master Certificate Agreement is available for viewing on the website of the Guarantor (<http://www.cacib.com/business-lines/global-equity-derivatives.htm>).

12.2 Modifications

The Issuer may modify these Terms and Conditions and/or the Master Certificate Agreement and/or any Final Terms without the consent of the Certificateholders in any manner which the relevant Issuer and/or the Calculation Agent may deem necessary or desirable provided that such modification does not materially adversely affect the interests of the Certificateholders or such modification is of a formal, minor or technical nature or to correct a manifest error or to cure, correct or supplement any defective provision contained herein and/or therein or to comply with any requirement of the Irish Stock Exchange and/or any stock exchange on which the Certificates may be listed. Notice of any such modification will be given to the Certificateholders in accordance with General Condition 11 (Notices) but failure to give or non-receipt of, such notice will not affect the validity of any such modification. In connection with such right of modification neither the relevant Issuer nor the Calculation Agent shall be obliged to have regard to the consequences of the exercise of such right for individual Certificateholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory, and no Certificateholder shall be entitled to claim from the relevant Issuer, the Guarantor or the Calculation Agent any indemnification or payment in respect of any tax consequence of any such modification.

13 FURTHER ISSUES

The Issuers shall be at liberty from time to time, without the consent of Certificateholders, to create and issue further Certificates so as to form a single series with the Certificates.

14 SUBSTITUTION OF THE RELEVANT ISSUER

14.1 Substitution

- (c) Except in the case of Certificates established for sale into the United States, the relevant Issuer, or any previous substitute company, shall be entitled at any time and from time to time, without the consent of the Certificateholders, to substitute Crédit Agricole Corporate and Investment Bank (other than in the case where Crédit Agricole Corporate and Investment Bank is itself the Issuer) or any subsidiary or holding company of Crédit Agricole Corporate and Investment Bank (the **New Issuer**) in place of the relevant Issuer, as obligor under the Certificates, provided that (i) the New Issuer shall assume all obligations of the relevant Issuer in relation to the Certificateholders under or in relation to the Certificates including those contained in the Master Certificate Agreement, to which the New Issuer shall become a party for the purpose of such Certificates with such consequential amendments as the Principal Certificate Agent shall deem appropriate, (ii) all actions, conditions and things required to be taken, fulfilled and done to ensure that the Certificates represent legal, valid and binding obligations of the New Issuer have been taken, fulfilled and done (including the appointment of a process agent in England) and are in full force and effect, (iii) if applicable, each stock exchange on which such Certificates are listed shall have been confirmed that, following such substitution, the Certificates will continue to be listed on such stock exchange, and (iv) except in the case where the New Issuer is Crédit Agricole Corporate and Investment Bank, the payment obligations under or in respect of Certificates continue to be irrevocably and

unconditionally guaranteed by the Guarantor. Where Crédit Agricole Corporate and Investment Bank is the New Issuer, the guarantee shall no longer apply to such Certificates. Following such a substitution, any reference in these Terms and Conditions to the relevant Issuer shall be construed as a reference to the New Issuer.

14.2 Notice of change or substitution

A change or substitution shall be promptly notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

14.3 Tax consequences

In connection with such right of change or substitution an Issuer shall not be obliged to have regard to the consequences of the exercise of such right for individual Certificateholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory, and no Certificateholder shall be entitled to claim from the relevant Issuer any indemnification or payment in respect of any tax consequence of any such change or substitution upon such Certificateholder.

15 ILLEGALITY AND FORCE MAJEURE

The relevant Issuer shall have the right to terminate its obligations under the Certificates, subject to the following sentence, if the relevant Issuer shall have determined that the performance of such obligations or the obligations of the Guarantor under the Guarantee in respect of such Certificates shall have become illegal or impracticable, in either such case whether in whole or in part, in particular as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power. In such circumstances, the Issuer will give notice to Certificateholders of such termination in accordance with General Condition 11 (*Notices*) and, if and to the extent permitted by applicable law, pay to each Certificateholder in respect of each Certificate held by it in an amount equal to the Fair Market Value Redemption Amount.

Payment will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

16 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Certificates, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

17 SEVERABILITY

Should any of the provisions contained in these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected in any way.

18 GOVERNING LAW AND SUBMISSION TO JURISDICTION

The Certificates, each Global Certificate, the Master Certificate Agreement and the Deed of Guarantee, and any non-contractual obligations arising out of or in connection with them, shall be governed by English law. Each of the Issuers and the Guarantor irrevocably agrees for the exclusive benefit of each Certificateholder that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Certificates or the Guarantor and that accordingly any suit, action or proceeding (together in this Condition referred to as **Proceedings**) arising out of or in connection with the Certificates or the Guarantee may be brought in such courts. Nothing contained in this General Condition 18 shall limit the right of any Certificateholder to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not. Each of the

Issuers and the Guarantor appoints Crédit Agricole Corporate and Investment Bank, London branch at its principal office in England for the time being at Broadwalk House, 5 Appold Street, London EC2A 2DA as its process agent to receive on its behalf service of process of any Proceedings in England.

19 DEFINITIONS

For the purposes of these General Conditions (unless otherwise specified), the following general definitions will apply:

1940 Act has the meaning set out in the introductory section of these Terms and Conditions.

Accrual Period means, for the purposes of the definition of Day Count Fraction, the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date.

Additional Business Centre means the additional business centre specified as such in the applicable Final Terms.

Additional Conditions means the Asset Conditions, the Credit Linked Conditions, the Bond Linked Conditions, the Alternative Currency Conditions, the Standard Payoff Conditions, the Combination Payoff Conditions, the Payoff Feature Conditions, the Early Redemption Trigger Conditions, the Redemption Method Conditions and the Secured Certificate Conditions.

Additional Financial Centre means each financial centre specified as such in the applicable Final Terms.

Adjustment Date means a date specified by the Issuer in the notice given to the Holders pursuant to this Condition which falls on or after the date on which the country of the Original Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty.

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

Agent(s) has the meaning set out in the introductory section of these Terms and Conditions.

Alternative Currency Certificates means Certificates in respect of which Alternative Currency Equivalent is specified in the applicable Final Terms to be applicable.

Asset Conditions means with respect to:

- (i) Commodity Linked Certificates, the additional conditions set out in in Chapter 1 (*Commodity Linked Asset Conditions*) of Annex 1 (*Asset Conditions*);
- (ii) FX Linked Certificates, the additional conditions set out in Chapter 3 (*FX Linked Asset Conditions*) of Annex 1 (*Asset Conditions*);
- (iii) Index Linked Certificates, the additional conditions set out in Chapter 2 (*Index Linked Asset Conditions*) of Annex 1 (*Asset Conditions*);
- (iv) Inflation Linked Certificates, the additional conditions set out in Chapter 4 (*Inflation Linked Asset Conditions*) of Annex 1 (*Asset Conditions*);
- (v) Rate Linked Certificates, the additional conditions set out in Chapter 5 (*Rate Linked Asset Conditions*) of Annex 1 (*Asset Conditions*); and
- (vi) Multi-Asset Basket Linked Certificates, the additional conditions set out in Chapter 6 (*Multi-Asset Basket Linked Asset Conditions*) of Annex 1 (*Asset Conditions*) and each other chapter of Annex 1 (*Asset Conditions*) relating to

each underlying by reference to which interest, the Early Redemption Amount, the Instalment Redemption Amount or the Final Redemption Amount (as the case may be) are calculated.

Asset Transfer Notice means a completed Asset Transfer Notice substantially in the form set out in the Master Certificate Agreement.

Base Prospectus means the Base Prospectus dated 4 April 2014 which comprises four base prospectuses for the purposes of the Prospectus Directive, (i) a base prospectus for Crédit Agricole CIB, (ii) a base prospectus for Crédit Agricole CIB FP, (iii) a base prospectus for Crédit Agricole CIB FG and (iv) a base prospectus for Crédit Agricole CIB FS.

Benchmark Rate has the meaning set out in Chapter 5 (*Rate Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

Bond Linked Certificate means a Certificate specified as such in the applicable Final Terms.

Broken Amount means the amount specified as such in the applicable Final Terms.

Business Day means a day which is both:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in any Additional Business Centre; and
- (ii) either (1) in relation to any sum payable in a Specified Currency other than euro or CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than any Additional Business Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the **TARGET2 System**) is open (**TARGET2 Settlement Day**) or (3) in relation to any sum payable in CNY a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the CNY Settlement Centre(s).

Business Day Convention means that if any date referred to in the Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) the Floating Rate Convention, such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (a) such date shall be brought forward to the immediately preceding Business Day and (b) after the foregoing paragraph (a) shall have applied, each subsequent date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment; or
- (ii) the Following Business Day Convention, such date shall be postponed to the next day which is a Business Day; or
- (iii) the Modified Following Business Day Convention, such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day; or
- (iv) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

If “Interest Periods will be adjusted” is specified in the applicable Final Terms, (a) any Interest Payment Date otherwise falling on a day which is not a Business Day will be postponed or brought forward (as applicable) in accordance with the specified Business Day Convention (as described above) and (b) the amount of interest payable on such Interest Payment Date will be adjusted accordingly.

If “Interest Periods will be unadjusted” is specified in the applicable Final Terms, any Interest Payment Date otherwise falling on a day which is not a Business Day will be postponed or brought forward (as applicable) in accordance with the applicable Business Day Convention and there will be no corresponding adjustment of the amount of interest payable on such Interest Payment Date.

Calculation Agent means Crédit Agricole Corporate and Investment Bank unless otherwise specified in the applicable Final Terms.

Calculation Amount means the calculation amount specified as such in the applicable Final Terms.

Calculation Amount Factor means a number equal to the Specified Denomination divided by the Calculation Amount.

Certificate Agent(s) has the meaning set out in the introductory section of these Terms and Conditions.

Certificateholder has the meaning set out in General Condition 1.2 (*Title*).

Certificates means any Certificates issued by any of the Issuers under the Programme.

Clearstream, Luxembourg has the meaning set out in General Condition 1.2 (*Title*).

Clearing System Business Day means, in respect of a relevant clearance system, any day on which such clearance system is open for the acceptance and execution of settlement instructions.

CNY means the lawful currency of the People’s Republic of China, which for the purpose of the Terms and Conditions, excludes the Hong Kong Special Administrative Region of the People’s Republic of China, the Macau Special Administrative Region of the People’s Republic of China and Taiwan.

CNY Certificates means Alternative Currency Certificates (a) denominated in CNY or (b) in relation to which the Dual Currency (Interest) Payoff Feature or the Dual Currency (Redemption) Payoff Feature is specified to apply and CNY is specified as the Interest Currency or the Redemption Currency, as the case may be.

CNY Settlement Centre(s) means the centres specified as such in the applicable Final Terms.

Combination Interest Payoff means any Linked Interest Rate determined in accordance with the relevant chapter of Part A of the Combination Payoff Conditions.

Combination Payoff Conditions means the terms and conditions in Annex 6 (*Combination Payoff Conditions*).

Combination Redemption Payoff has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Commodity has the meaning set out in Chapter 1 (*Commodity Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

Commodity Linked Interest Certificate means a Certificate specified as such in the applicable Final Terms, in respect of which interest is calculated by reference to the price of one or more Commodities.

Commodity Linked Certificate means a Commodity Linked Interest Certificate or Commodity Linked Redemption Certificate, as applicable.

Commodity Linked Redemption Certificate means a Certificate specified as such in the applicable Final Terms, in respect of which the Early Redemption Amount, the Instalment Redemption Amount or the Final Redemption Amount, as the case may be, is calculated by reference to the price of one or more Commodities.

Commodity Reference Price has the meaning set out in Chapter 1 (*Commodity Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

Conditions means the Terms and Conditions as completed in the applicable Final Terms.

Crédit Agricole-CIB means Crédit Agricole Corporate and Investment Bank.

Crédit Agricole CIB FG means Crédit Agricole Corporate and Investment Bank Finance (Guernsey) Limited.

Crédit Agricole CIB FP means Crédit Agricole Corporate and Investment Bank Financial Products (Guernsey) Limited.

Crédit Agricole CIB FS means Crédit Agricole Corporate and Investment Bank Financial Solutions.

Credit Event has the meaning set out in Annex 2 (*Credit Linked Conditions*).

Credit Linked Certificate means a Certificate specified as such in the applicable Final Terms.

Data di Scadenza means, in respect of Italian Listed Certificates, the Renouncement Notice Cut-off Time, being the time at which such Certificates shall be deemed to expire for the purposes of Borsa Italiana S.p.A.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with General Condition 5 (*Interest*):

- (i) if “Actual/Actual (ICMA)” is specified in the applicable Final Terms:
 - (A) in the case of Certificates where the number of days in the Accrual Period is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one (1) calendar year; or
 - (B) in the case of Certificates where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (a) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one (1) calendar year; and
 - (b) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one (1) calendar year;
- (ii) if “Actual/Actual (ISDA)” or “Actual/Actual” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (iii) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

- (iv) if “Actual/365 (Sterling)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (v) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (vi) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

“Y1” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

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

“D1” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

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

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

where:

“Y1” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

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

“D1” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D1 will be 30, and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D2 will be 30; or

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

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

where:

“Y1” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

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

“D1” is the first calendar day, expressed as a number of the Interest Period, unless such number is 31, in which case D1 will be 30;

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Redemption Date or (ii) such number would be 31 and D2 will be 30.

Dealer means Crédit Agricole Corporate and Investment Bank and any additional dealer appointed under the Programme from time to time by any Issuer.

Definitive Bearer Certificate(s) has the meaning set out in the introductory section of these Terms and Conditions.

Definitive Certificate(s) has the meaning set out in the introductory section of these Terms and Conditions.

Definitive Registered Certificate(s) has the meaning set out in the introductory section of these Terms and Conditions.

Delivery Agent means the entity specified as such in the applicable Final Terms.

Dematerialised Certificate(s) has the meaning set out in the introductory section of these Terms and Conditions.

Designated Maturity has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

Determination Date means each date specified as such in the applicable Final Terms.

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

DTC means the Depository Trust Company.

Dual Currency (Interest) Payoff Feature has the meaning set out in Chapter 11 (*Dual Currency (Interest) Payoff Feature Conditions*) of Annex 7 (*Payoff Feature Conditions*).

Dual Currency Certificates means Certificates which specify Dual Currency (Interest) Payoff Feature or Dual Currency (Redemption) Payoff Feature as applicable in the applicable Final Terms.

Dual Currency (Redemption) Payoff Feature has the meaning set out in Chapter 3 (*Dual Currency (Redemption) Payoff Feature Conditions*) of Annex 7 (*Payoff Feature Conditions*).

Early Redemption Amount has the meaning set out in Annex 8 (*Early Redemption Trigger Conditions*).

Early Redemption Date has the meaning set out in the applicable Early Redemption Trigger Condition.

Early Redemption Payoff Conditions means the terms and conditions in Annex 8 (*Early Redemption Trigger Conditions*).

Early Redemption Trigger Event means any early redemption trigger event set out in any chapter of Annex 8 (*Early Redemption Trigger Conditions*) and specified as applicable in the applicable Final Terms.

EC Treaty means the Treaty establishing the European Community, as amended.

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

EURIBOR has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

Euro means the lawful currency of the member states of the European Union that adopt the single currency in accordance with of the EC Treaty.

Euroclear has the meaning set out in General Condition 1.2 (*Title*).

Expiry Date has the meaning set out in General Condition 7.8 (*Italian Listed Certificates*).

Extraordinary Resolution has the meaning set out in paragraph 19 of Schedule 11 to the Master Certificate Agreement.

Fair Market Value Redemption Amount has the meaning set out in General Condition 7.4 (*Fair Market Value Redemption Amounts*).

Final Redemption Amount has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Final Terms means the final terms applicable to the relevant Certificates substantially in the form set out in the Base Prospectus.

Finnish CSD has the meaning set out in the introductory section of these Terms and Conditions.

Finnish CSD Rules has the meaning set out in the introductory section of these Terms and Conditions.

Finnish Issuing Agent means the entity specified as such in the applicable Final Terms.

Finnish Certificates has the meaning set out in the introductory section of these Terms and Conditions.

Fitch Ratings means Fitch Ratings Ltd.

Fixed Coupon Amount means each amount specified as such in the applicable Final Terms.

Fixed Rate Certificate means a Certificate specified as such in the applicable Final Terms.

Floating Rate has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

Floating Rate Certificate means a Certificate specified as such in the applicable Final Terms.

Floating Rate Option has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

FX Linked Interest Certificate means a Certificate specified as such in the applicable Final Terms, in respect of which interest is calculated by reference to one or more FX Rates.

FX Linked Certificate means a FX Linked Interest Certificate or FX Linked Redemption Certificate, as applicable.

FX Linked Redemption Certificate means a Certificate specified as such in the applicable Final Terms, in respect of which the Early Redemption Amount, the Instalment Redemption Amount or the Final Redemption Amount, as the case may be, is calculated by reference to one or more FX Rates.

FX Rate has the meaning set out in Chapter 3 (*FX Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

General Conditions has the meaning set out in the introductory section to these Terms and Conditions.

Global Certificate(s) has the meaning set out in the introductory section to these Terms and Conditions.

Growth Redemption has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Guarantee has the meaning set out in the introductory section to these Terms and Conditions.

Guarantor means Crédit Agricole-CIB.

Index has the meaning set out in Chapter 2 (*Index Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

Index Level has the meaning set out in Chapter 2 (*Index Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

Index Linked Interest Certificate means a Certificate specified as such in the applicable Final Terms, in respect of which interest is calculated by reference to the level of one or more Indices.

Index Linked Certificate means an Index Linked Interest Certificate or Index Linked Redemption Certificate, as applicable.

Index Linked Redemption Certificate means a Certificate specified as such in the applicable Final Terms, in respect of which the Early Redemption Amount, the Instalment Redemption Amount or the Final Redemption Amount, as the case may be, is calculated by reference to the level of one or more Indices.

Inflation Index has the meaning set out in Chapter 4 (*Inflation Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

Inflation Index Level has the meaning set out in Chapter 4 (*Inflation Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

Inflation Linked Interest Certificate means a Certificate means a Certificate specified as such in the applicable Final Terms, in respect of which interest is calculated by reference to the level of one or more Inflation Indices.

Inflation Linked Certificate means an Inflation Linked Interest Certificate or Inflation Linked Redemption Certificate, as applicable.

Inflation Linked Redemption Certificate means a Certificate specified as such in the applicable Final Terms, in respect of which the Early Redemption Amount, the Instalment Redemption Amount or the Final Redemption Amount, as the case may be, is calculated by reference to the level of one or more Inflation Indices.

Instalment Amount means, with respect to the redemption of an Instalment Certificate and each Instalment Date, each amount specified as such in the applicable Final Terms.

Instalment Date means, with respect to an Instalment Certificate, each date specified as such in the applicable Final Terms.

Instalment Certificate means a Certificate specified as such in the applicable Final Terms.

Instalment Redemption Amount, with respect to an Instalment Certificate, has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Interest Accrual Period means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

Interest Amount has the meaning set out in General Condition 5.1 (*Interest on Fixed Rate Certificates*) (with respect to Fixed Rate Certificates), 5.2(c) (*Determination of Rate of Interest and calculation of Interest Amounts*) (with respect to Floating Rate Certificates) and 5.3(c) (*Determination of Linked Interest Rate and calculation of Interest Amounts*) (with respect to Linked Interest Certificates).

Interest Commencement Date means the date specified as such in the applicable Final Terms.

Interest Currency has the meaning set out in the Dual Currency (Interest) Feature.

Interest Determination Date means each date specified as such in the applicable Final Terms, which may be each date falling such number of Business Days immediately preceding the last day of an Interest Accrual Period or such other date(s), each as specified in the applicable Final Terms.

Interest Payment Date means each date specified as such or (in the case of Italian Listed Certificates only) a “Premium Payment Date” in the applicable Final Terms.

Interest Period means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Interest Period Date means each date specified as such in the applicable Final Terms or, if “Not Applicable” is specified in the applicable Final Terms, each Interest Payment Date.

Interest Record Date means, in respect of Italian Certificates, the date(s) specified as such in the applicable Final Terms, or if such date is not a Business Day, the next following Business Day.

ISDA Definitions has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

ISDA Determination means the manner of determining the Rate of Interest per Floating Rate Certificates set out in General Condition 5.2(b)(i).

ISDA Rate has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

Issue Date means the issue date specified in the applicable Final Terms.

Issue Price means the issue price specified in the applicable Final Terms.

Issuer means Crédit Agricole-CIB, Crédit Agricole CIB FP, Crédit Agricole CIB FG or Crédit Agricole CIB FS, as specified in the applicable Final Terms.

Italian Listed Certificates means a Certificate (which may be an Italian Certificate, or not, specified as such in the applicable Final Terms), listed or intended to be listed on the SeDeX Market.

Japanese Yen means the currency of Japan.

LIBOR has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

Linked Interest Certificate means a Commodity Linked Interest Certificate, an Index Linked Interest Certificate, an Inflation Linked Interest Certificate, an FX Linked Interest Certificate, a Multi-Asset Basket Linked Interest Certificate or a Rate Linked Interest Certificate.

Linked Interest Rate has the meaning set out in General Condition 5.3(b) (*Linked Interest Rate*).

Linked Redemption Certificate means a Commodity Linked Redemption Certificate, an Index Linked Redemption Certificate, an Inflation Linked Redemption Certificate, an FX Linked Redemption Certificate, a Multi-Asset Basket Linked Redemption Certificate or a Rate Linked Redemption Certificate.

Luxembourg Business Day has the meaning set out in General Condition 5.3(d) (*Notification of Linked Interest Rate and Interests Amounts*).

Manager(s) means the entity specified as such in the applicable Final Terms.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Master Certificate Agreement has the meaning set out in the introductory section of these Terms and Conditions.

Maximum Rate of Interest means the rate specified as such in the applicable Final Terms. If the applicable Final Terms specify that Maximum Rate of Interest is Not Applicable, the Maximum Rate of Interest shall be equal to infinity.

Minimum Rate of Interest means the rate specified as such in the applicable Final Terms. If the applicable Final Terms specify that Minimum Rate of Interest is Not Applicable, the Minimum Rate of Interest shall be equal to 0.

Minimum Trading Lot shall be as specified in the Final Terms.

National Currency Unit means the unit of the currency of a country, as those units are defined on the day before the date on which the country of the Original Currency first participates in the third stage of European Economic and Monetary Union.

New Issuer shall have the meaning given in General Condition 14 (*Substitution of the Relevant Issuer*).

Moody's means Moody's Investor Services Ltd.

Multi-Asset Basket Linked Interest Certificate means a specified as such in the applicable Final Terms, in respect of which interest is calculated by reference to the price, value or level of two (2) or more types of Underlyings.

Multi-Asset Basket Linked Certificate means a Multi-Asset Basket Linked Interest Certificate or Multi-Asset Basket Linked Redemption Certificate, as applicable.

Multi-Asset Basket Linked Redemption Certificate means a Certificate specified as such in the applicable Final Terms, in respect of the Early Redemption Amount, the Instalment Redemption Amount or the Final Redemption Amount, as the case may be, is calculated by reference to the price, value or level of two (2) or more types of Underlyings.

Norwegian CSD has the meaning set out in the introductory section of these Terms and Conditions.

Norwegian CSD Rules has the meaning set out in the introductory section of these Terms and Conditions.

Norwegian Issuing Agent means the entity specified as such in the applicable Final Terms.

Norwegian Certificates has the meaning set out in the introductory section of these Terms and Conditions.

Norwegian Securities Register has the meaning set out in General Condition 1.2 (*Title*).

Offer Price means the price specified as such in the applicable Final Terms.

Payoff Feature has the meaning set out in Annex 7 (*Payoff Feature Conditions*).

Payoff Feature Conditions means the terms and conditions in Annex 7 (*Payoff Feature Conditions*).

Payment Business Day has the meaning set out in General Condition 6.2 (*Payment Business Day*).

Performance Redemption has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Permanent Global Certificate has the meaning set out in the introductory section of these Terms and Conditions.

Physical Settlement Amount has the meaning set out in Credit Linked Condition 4.1 (*Delivery and payment*) with respect to a Credit Linked Certificate and the meaning set out in Bond Linked Condition 6 (*Definitions*) with respect to a Bond Linked Certificate.

Principal Certificate Agent has the meaning set out in the introductory section of these Terms and Conditions.

Proceedings has the meaning set out in General Condition 18 (*Governing Law and Submission to jurisdiction*).

Programme means the Programme under which the Issuers may from time to time issue Certificates.

Proprietary Index has the meaning set out in Chapter 2 (*Index Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

Prospectus Directive means Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 as amended to the extent that such amendments have been implemented in a relevant member state of the European Economic Area)

QIB has the meaning set out in the introductory section of these Terms and Conditions.

QP has the meaning set out in the introductory section of these Terms and Conditions.

Rate Linked Interest Certificate means a Certificate specified as such in the applicable Final Terms, in respect of which interest is calculated by reference to one or more Benchmark Rates.

Rate Linked Certificate means a Rate Linked Interest Certificate or Rate Linked Redemption Certificate, as applicable.

Rate Linked Redemption Certificate means a Certificate specified as such in the applicable Final Terms, in respect of which the Early Redemption Amount, the Instalment Redemption Amount or the Final Redemption Amount, as the case may be, is calculated by reference to one or more Benchmark Rates.

Rate of Interest means, as the case may be, the rate of interest on any Fixed Rate Certificate (or, in the case of Italian Listed Certificates only, the “Premium”) or Floating Rate Certificate in each case subject to General Condition 5.5 (*Margin, Minimum Rate of Interest and Maximum Rate of Interest*), as specified in the applicable Final Terms.

Record Date has the meaning set out in General Condition 6.1 (*Method of payment*).

Redemption Currency has the meaning set out in the Dual Currency (Redemption) Payoff Feature.

Redemption Date means the date specified as such in the applicable Final Terms.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Method Conditions means the terms and conditions in Annex 9 (*Redemption Method Conditions*).

Redemption Payoff means the amount determined in accordance with the relevant Standard Payoff Conditions or the relevant Combination Payoff Conditions.

Reference Banks means, in the case of a determination of LIBOR, the principal London office of four (4) major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone

office of four (4) major banks in the Euro-zone inter-bank market, in each case selected by the Principal Certificate Agent or as specified in the applicable Final Terms.

Reference Entity has the meaning set out in Annex 2 (*Credit Linked Conditions*).

Reference Obligation has the meaning set out in Annex 2 (*Credit Linked Conditions*).

Reference Rate means LIBOR, EURIBOR or such other rate (specified in the ISDA Definitions) specified as such in the applicable Final Terms.

Registrar has the meaning set out in the introductory section of these Terms and Conditions.

Regulation S means Regulation S under the Securities Act.

Regulation S Global Certificate(s) has the meaning set out in the introductory section of these Terms and Conditions.

Relevant Clearing System means in respect of Certificates, as appropriate, Euroclear or Clearstream, Luxembourg and/or such other clearing system, as the case may be, through which interests in Certificates are to be held and through an account at which the Certificates are to be cleared, as specified in the applicable Final Terms.

Relevant Inter-Bank Market means the London inter-bank market in the case of LIBOR, or EURO-zone inter-bank market in the case of EURIBOR or such other inter-bank market specified as such in the applicable Final Terms.

Relevant Screen Page means the screen page specified as such in the applicable Final Terms.

Relevant Screen Page Time means 11:00 a.m. (London time, in the case of LIBOR, or Brussels time in the case of EURIBOR) or such other time as specified as such in the applicable Final Terms.

Renouncement Notice shall have the meaning given in General Condition 7.8 (*Italian Listed Certificates*).

Renouncement Notice Cut-off Time shall have the meaning given in General Condition 7.8 (*Italian Listed Certificates*).

Reset Date has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

Rule 144A means Rule 144A under the Securities Act.

Rule 144A Global Certificate has the meaning set out in the introductory section of these Terms and Conditions.

S&P means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc.

Screen Rate Determination means the manner of determining the Rate of Interest for Floating Rate Certificates set out in General Condition 5.2(b)(ii) (*Screen Rate Determination for Floating Rate Certificates*).

Section 3(c)(7) means Section 3(c)(7) of the 1940 Act.

Secured Certificate Conditions means, with respect to Secured Certificates, the additional conditions set out at Annex 10 (*Secured Certificate Conditions*).

Securities Act means the U.S. Securities Act of 1933, as amended.

SeDeX Market means the Electronic Securitised Derivatives Market organised and managed by Borsa Italiana S.p.A.

Selection Date has the meaning set out in Annex 8 (*Early Redemption Trigger Conditions*).

Series has the meaning set out in the introductory section to these Terms and Conditions.

Specified Currency means the currency specified as such in the applicable Final Terms.

Specified Denomination means the specified denomination set out in the applicable Final Terms.

Standard Interest Payoff means the Linked Interest Rate determined in accordance with the relevant chapter of Part A of the Standard Payoff Conditions.

Standard Payoff Conditions means the terms and conditions in Annex 5 (*Standard Payoff Conditions*).

Standard Redemption has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Standard Redemption Payoff has the meaning set out in Annex 9 (*Redemption Method Conditions*).

sub-unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one (1) cent.

Swedish CSD has the meaning set out in the introductory section to these Terms and Conditions.

Swedish CSD Rules has the meaning set out in the introductory section to these Terms and Conditions.

Swedish Issuing Agent means the entity specified as such in the applicable Final Terms

Swedish Certificates has the meaning set out in the introductory section to these Terms and Conditions.

TARGET2 System means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System.

Terms and Conditions means, with respect to any Certificate, the General Conditions, the applicable Asset Conditions, the Credit Linked Conditions, the Bond Linked Conditions, the Alternative Currency Conditions, the Standard Payoff Conditions, the Combination Payoff Conditions, the Payoff Feature Conditions, the Early Redemption Trigger Conditions, the Redemption Method Conditions and the Secured Certificate Conditions, as applicable.

Tranche has the meaning set out in the introductory section to these Terms and Conditions.

Transfer Agent means CACEIS Bank Luxembourg and/or any additional or successor transfer agents appointed under the Master Certificate Agreement from time to time.

Treaty means the Treaty establishing the European Community, as amended.

Underlying means a Commodity, an Index, a Proprietary Index, an FX Rate, an Inflation Index or a Benchmark Rate.

U.S. person has the meaning given to it by Regulation S under the Securities Act.

VPS means Verdipapirsentralen ASA.

Zero Coupon Certificate means a Certificate specified as such in the applicable Final Terms.

ANNEX 1 – ASSET CONDITIONS

These chapters of this annex each set out additional terms and conditions for Certificates linked to one or more particular asset classes as specified in the Final Terms

The terms and conditions applicable to Linked Interest Certificates or Linked Redemption Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.

All capitalised terms that are not defined in these Asset Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

*The following chapters comprise the terms and conditions (the **Asset Conditions**) that shall apply to Certificates if the applicable Final Terms indicate that one or more chapters of the Asset Conditions is applicable. These Asset conditions are subject to completion in accordance with the applicable Final Terms.*

The Asset Conditions are set out as follows:

| | |
|--|-----------|
| Commodity Linked Asset Conditions | Chapter 1 |
| Index Linked Asset Conditions | Chapter 2 |
| FX Linked Asset Conditions | Chapter 3 |
| Inflation Linked Asset Conditions | Chapter 4 |
| Rate Linked Asset Conditions | Chapter 5 |
| Multi-Asset Basket Linked Asset Conditions | Chapter 6 |

Chapter 1: Asset Conditions: Commodity Linked Asset Conditions

This chapter sets out additional terms and conditions for Certificates that are Commodity Linked Certificates.

*The following terms and conditions (the **Commodity Linked Asset Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Commodity Linked Interest Certificates or Commodity Linked Redemption Certificates is applicable. These Commodity Linked Asset Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Commodity Linked Asset Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

References in these Commodity Linked Asset Conditions to a Commodity Linked Asset Condition are to a section or clause of these Commodity Linked Asset Conditions.

1 COMMODITY LINKED CERTIFICATES

Unless the Certificates are redeemed early in accordance with these Commodity Linked Asset Conditions, if the determination of (a) the Interest Amount (in the case of Commodity Linked Interest Certificates); or (b) (i) the Final Redemption Amount; (ii) the Early Redemption Amount or (iii) the Instalment Redemption Amount (in the case of Commodity Linked Redemption Certificates), as the case may be, is postponed as a result of the occurrence of a Market Disruption Event, then payment of any such amount (the **Affected Amount**) shall be postponed to the date which is the number of Payment Extension Days following the earlier to occur of (x) the Commodity Determination Date; or (y) the Disruption Longstop Date, and such Affected Amount shall be paid without any interest or other sum payable in respect of the postponement of the payment of the Affected Amount.

2 GENERAL DEFINITIONS RELATING TO COMMODITY LINKED CERTIFICATES

Affiliate has the meaning given to it in General Condition 19 (*Definitions*).

Basket means a basket containing the Commodities (if any) specified in the applicable Final Terms.

Business Day has the meaning set out in General Condition 19 (*Definitions*).

Commodities or **Commodity** mean, subject to adjustment in accordance with these Commodity Linked Asset Conditions, the commodity (or commodities) or Futures Contract on a commodity (or commodities) specified in the applicable Final Terms and related expressions shall be construed accordingly and for the avoidance of doubt, each of climatic variables, freight rates and emissions allowances may be a Commodity for the purposes of these Commodity Linked Asset Conditions and specified in the applicable Final Terms.

Commodity Business Day means:

- (a) where the Commodity Reference Price is announced or published by an Exchange, any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which that Exchange is open for trading during its regular trading sessions and notwithstanding any such Exchange closing prior to its scheduled closing time;
- (b) in any other case, a day in respect of which the relevant Price Source published (or, but for the occurrence of a Market Disruption Event, would have published), a price.

Commodity Reference Dealers means that the price for a date will be determined on the basis of quotations provided by Reference Dealers on that date of that day's Specified Price for a unit of the relevant Commodity for delivery on the Delivery Date, if applicable. If four quotations are provided as requested, the price for that date will be the arithmetic mean of the Specified Prices for that Commodity provided by each Reference Dealer, without

regard to the Specified Prices having the highest and lowest values. If exactly three quotations are provided as requested, the price for that date will be the Specified Price provided by the relevant Reference Dealer that remains after disregarding the Specified Prices having the highest and lowest values. For this purpose, if more than one quotation has the same highest value and lowest value, then the Specified Price of one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the price for the date cannot be determined.

Commodity Reference Price means, in respect of any Commodity the price specified as such in the applicable Final Terms.

Correction Cut-Off Date means the date specified as such in the applicable Final Terms.

Delivery Date means, in respect of a Commodity Reference Price, the Nearby Month of expiration of the relevant Futures Contract or the relevant date or month for delivery of the relevant Commodity (which must be a date or month reported or capable of being determined from information reported in or by the relevant Price Source) as follows:

- (a) if a date is, or a month and year are, specified in the applicable Final Terms, that date or that month and year; and
- (b) if a Nearby Month is specified in the applicable Final Terms, the month of expiration of the relevant Futures Contract.

Disappearance of Commodity Reference Price means

- (a) the permanent discontinuation of trading in any relevant Futures Contract on the relevant Exchange;
- (b) the disappearance of, or of trading in, the relevant Commodity; or
- (c) the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price, notwithstanding the availability of the related Price Source or the status of trading in the relevant Futures Contract or Commodity.

Disrupted Day means any day on which a Market Disruption Event occurs.

Disruption Longstop Date means, in respect of the occurrence of a Market Disruption Event, the last Commodity Business Day in the sequence of consecutive Commodity Business Days equal to the Maximum Days of Disruption immediately following the Scheduled Observation Date.

Exchange means, in relation to a Commodity, the exchange or principal trading market for such Commodity specified in the applicable Final Terms or in the Commodity Reference Price.

Fair Market Value Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Futures Contract means, with respect to a Commodity Reference Price and an Observation Date, a contract for future delivery of a contract size of the Commodity referenced in that Commodity Reference Price, as specified in the applicable Final Terms, provided that:

- (a) if a particular date or month is specified as the Delivery Date in the applicable Final Terms, the relevant Futures Contract will be the Futures Contract providing for delivery on that date or month;
- (b) if First Nearby Month, Second Nearby Month etc. is specified as the Delivery Date in the applicable Final Terms, the relevant Futures Contract will be accordingly the first Futures Contract, the second Futures Contract etc. to expire on or following the relevant Observation Date;

- (c) if the Observation Date falls within the notice period for delivery of a Commodity under such Futures Contract (in accordance with the terms of such Futures Contract), then the relevant Futures Contract will be the Second Nearby Futures Contract.

Material Change in Content means the occurrence since the Trade Date of a material change in the content, composition or constitution of the relevant Commodity or Futures Contract.

Material Change in Formula means the occurrence since the Trade Date of a material change in the formula for or method of calculating the relevant Commodity Reference Price.

Maximum Days of Disruption means five (5) Commodity Business Days or such other number of Commodity Business Days as specified in the applicable Final Terms.

MMBTU means one million British thermal units.

Nearby Month, when preceded by an ordinal adjective, means, in respect of a date, the month of expiration of the Futures Contract identified by that ordinal adjective, so that: (i) **First Nearby Month** means the month of expiration of the first Futures Contract to expire following that date; (ii) **Second Nearby Month** means the month of expiration of the second Futures Contract to expire following that date; and, for example, (iii) **Sixth Nearby Month** means the month of expiration of the sixth Futures Contract to expire following that date.

Observation Date means each date specified as such in the applicable Final Terms or otherwise deemed to be an Observation Date in accordance with the Terms and Conditions, in either case, subject to adjustment in accordance with these Commodity Linked Asset Conditions.

Payment Extension Days means two (2) Commodity Business Days, or such other number of Commodity Business Days as specified in the applicable Final Terms.

Price Source means the publication (or such other origin of reference, including an Exchange) containing (or reporting) the Relevant Price (or prices from which the Relevant Price is calculated) specified in the applicable Final Terms in respect of the relevant Commodity Reference Price.

Price Source Disruption means:

- (a) the failure of the relevant Price Source to announce or publish the Specified Price (or the information necessary for determining the Specified Price) for the relevant Commodity Reference Price;
- (b) the temporary or permanent discontinuance or unavailability of the Price Source;
- (c) if the Commodity Reference Price is "Commodity Reference Dealers", the failure to obtain at least three quotations as requested from the relevant Reference Dealers; or
- (d) if a Price Materiality Percentage is specified in the applicable Final Terms, the Specified Price for the relevant Commodity Reference Price differs from the Specified Price determined in accordance with the Commodity Reference Price "Commodity Reference Dealers" by such Price Materiality Percentage.

Price Materiality Percentage means the percentage (if any) specified as such in the applicable Final Terms.

Reference Dealers means, in respect of a Commodity for which the Commodity Reference Price is "Commodity Reference Dealers", the four dealers specified in the applicable Final Terms or, if dealers are not so specified, four leading dealers in the relevant market selected by the Calculation Agent in its discretion.

Relevant Price means, in respect of an Observation Date, the price, expressed as a price per unit of measure of the relevant Commodity, determined with respect to that Observation Date for the specified Commodity Reference Price.

Scheduled Observation Date means any original date that, but for the occurrence of a Market Disruption Event, would have been an Observation Date.

Specified Price means, in respect of a Commodity Reference Price, any of the following prices (which must be a price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source) (and, if applicable, as of the time so specified): (A) the high price; (B) the low price; (C) the average of the high price and the low price; (D) the closing price; (E) the opening price; (F) the bid price; (G) the asked price; (H) the average of the bid price and the asked price; (I) the settlement price; (J) the official settlement price; (K) the official price; (L) the morning fixing; (M) the afternoon fixing; (N) the fixing; or (O) the spot price.

Tax Disruption means the imposition of, change in or removal of an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to the relevant Commodity or Futures Contract (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Trade Date, if the direct effect of such imposition, change or removal is to raise or lower the Relevant Price on the day on which the Commodity Reference Price would otherwise be determined from what it would have been without that imposition, change or removal.

Trade Date means the date specified as such in the applicable Final Terms.

Trading Disruption means the material suspension of, or the material limitation imposed on, trading in the Futures Contract or the relevant Commodity on the relevant Exchange or in any additional futures contract, options contract or commodity on any Exchange. For these purposes:

- (a) a suspension of the trading in the Futures Contract or the relevant Commodity on any Commodity Business Day shall be deemed to be material only if:
 - (i) all trading in such Futures Contract or Commodity is suspended for the entire Observation Date; or
 - (ii) all trading in such Futures Contract or Commodity is suspended subsequent to the opening of trading on the Observation Date, trading does not recommence prior to the regularly scheduled close of trading in such Futures Contract or such Commodity on such Observation Date and such suspension is announced less than one hour preceding its commencement; and
- (b) a limitation of trading in the Futures Contract or the relevant Commodity on any Commodity Business Day shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of the Futures Contract or the Commodity may fluctuate and the closing or settlement price of the Futures Contract or the Commodity on such day is at the upper or lower limit of that range.

3 PROVISIONS RELATING TO COMMODITY LINKED CERTIFICATES

3.1 Commodity Business Day Adjustment

- (a) If an Observation Date is not a Commodity Business Day with respect to a Commodity Reference Price, then the Observation Date for such Commodity Reference Price shall be postponed to the next day which is a Commodity Business Day with respect to such Commodity Reference Price, subject to provisions below.
- (b) If there is no Commodity Business Day within the period ending on the Maximum Days of Disruption following the date originally stated as the Observation Date, then the last day of such period shall be deemed to be the Observation Date and the Calculation Agent shall determine for such day, in good faith, the fair market value of the Commodity.

3.2 Market Disruption Events

Market Disruption Event means, with respect to a Commodity, any of the following events as may be specified in the applicable Final Terms:

- (a) Price Source Disruption;
- (b) Trading Disruption;
- (c) Disappearance of Commodity Reference Price;
- (d) Material Change in Formula;
- (e) Material Change in Content; or
- (f) Tax Disruption.

The occurrence of a Market Disruption Event shall be determined by the Calculation Agent in good faith.

3.3 Consequences of Market Disruption Events

- (a) If, in the case of Commodity Linked Certificates relating to a single Commodity, a Market Disruption Event occurs or is continuing with respect to the Commodity Reference Price on an Observation Date, then the price of such Commodity with respect to such Observation Date will be the Commodity Reference Price for the next Commodity Business Day on which there is no Market Disruption Event (the **Commodity Determination Date**), unless each consecutive Commodity Business Day up to and including the Disruption Longstop Date is a Disrupted Day. In that case, either:
 - (i) the Disruption Longstop Date shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day, and the Calculation Agent shall determine for such day, in good faith, the fair market value of the Commodity affected by the Market Disruption Event; or
 - (ii) the relevant Issuer shall, upon giving notice to Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).
- (b) If, in the case of Commodity Linked Certificates relating to a Basket of Commodities, a Market Disruption Event occurs or is continuing with respect to one or more Commodity Reference Prices on an Observation Date, then:
 - (i) if “Common Pricing” is specified in the applicable Final Terms to be applicable, no date will be an Observation Date unless such date is a day on which all referenced Commodity Reference Prices (for which such date would otherwise be an Observation Date) are scheduled to be published or announced; or
 - (ii) if “Common Pricing” is specified in the applicable Final Terms to be not applicable, (x) the Observation Date for each Commodity not affected by the occurrence of a Market Disruption Event shall be the Scheduled Observation Date; and (y) the price for each Commodity affected (each an **Affected Commodity**) by the occurrence of a Market Disruption Event shall be the Commodity Determination Date relating to such Affected Commodity, unless each consecutive Commodity Business Day up to and including the Disruption Longstop Date is a Disrupted Day relating to such Affected Commodity. In that case, either:
 - (A) the Disruption Longstop Date shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day relating to the relevant Affected Commodity, and

the Calculation Agent shall determine for such day, in good faith, the fair market value of the relevant Affected Commodity; or

- (B) the relevant Issuer shall, upon giving notice to Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

The Calculation Agent shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) of the occurrence of a Market Disruption Event on any day that, but for the occurrence of a Disrupted Day, would have been, an Observation Date.

3.4 Correction to Published Prices

- (a) For purposes of determining or calculating the Relevant Price for any day, if Correction of Commodity Prices is specified in the applicable Final Terms to be applicable and the price published or announced on a given day and used or to be used by the Calculation Agent to determine the Relevant Price in respect of that day is subsequently corrected and the correction (the **Corrected Relevant Price**) is published or announced by the person responsible for that publication or announcement prior to the relevant Correction Cut-Off Date specified in the applicable Final Terms, the Calculation Agent, in its sole discretion, shall determine what, if any, adjustments to make to the Relevant Price for that day, using such corrected price. For the avoidance of doubt, any Corrected Relevant Price published on or after the relevant Correction Cut-Off Date shall be disregarded.
- (b) The Calculation Agent shall notify the relevant Issuer of any such correction, the revised Relevant Price and, if any amount (the **Actual Amount**) has been paid to Certificateholders on the basis of the original Relevant Price, the amount that should have been paid or delivered to the Certificateholders on the basis of the corrected Relevant Price (the **Adjusted Amount**). Upon being notified of the Adjusted Amount, the relevant Issuer may (but shall not be obligated to) take such action as it considers necessary or appropriate to either pay additional amounts (if the Adjusted Amount is greater than the Actual Amount) or recover amounts (if the Adjusted Amount is less than the Actual Amount) from the person to whom the Actual Amounts were paid (including, for the purposes of recoveries by the relevant Issuer, by deducting from each Interest Amount payable on the next following Interest Payment Date (if any) an amount equal to each Certificate's *pro rata* share of an amount equal to the Actual Amount minus the Adjustment Amount, provided that each Interest Amount shall be subject to a minimum of zero). Notwithstanding the foregoing, under no circumstances shall the relevant Issuer be obligated to recover any moneys from any relevant Clearing System. The Calculation Agent shall not be obliged to make any determination under this paragraph (b) and shall have no liability to any person for any determination made or not made under this paragraph (b).
- (c) Notwithstanding the foregoing, where the Calculation Agent, in its sole discretion, determines that the price published or announced on a given day and used or to be used by it to determine the Relevant Price in respect of that day is expected to be subsequently corrected, then the Calculation Agent may, in its sole discretion, delay the determination or calculation of the Relevant Price in respect of such day and instead notify the relevant Issuer of the expected correction. If the Calculation Agent notifies the relevant Issuer of an expected correction to a Relevant Price, the relevant Issuer shall not make any payments until the Calculation Agent determines or calculates the correct Relevant Price and the day on which such payments are due shall be delayed to the same extent as was the determination or calculation of the correct Relevant Price. No additional amounts shall be payable as a result of any such delay.

3.5 Additional Disruption Events

(a) Definitions

Additional Disruption Event means, in respect of Certificates other than Italian Listed Certificates, and if specified as applicable in the applicable Final Terms, any of Change of Law, Hedging Disruption, Increased Cost of Hedging.

Change of Law means that, on or after the Trade Date, (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the relevant Issuer determines in its sole and absolute discretion that it has become illegal to hold, acquire or dispose of relevant hedge positions relating to a Commodity or Futures Contract.

Hedging Disruption means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the commodity price risk or any other relevant price risk including but not limited to the currency risk of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

Increased Cost of Hedging means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, commodity price risk, foreign exchange risk and interest rate risk) of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the relevant Issuer, the Guarantor, (if applicable) and/or any of their respective Affiliates shall not be deemed an Increased Cost of Hedging.

(b) Consequences of the occurrence of an Additional Disruption Event

If an Additional Disruption Event occurs, the relevant Issuer in its sole and absolute discretion may:

- (i) require the Calculation Agent to make such adjustments to any of the Conditions as it considers appropriate in its sole and absolute discretion to account for such Additional Disruption Event and determine the date(s) on which any such adjustments will be effective; or
- (ii) upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the occurrence of an Additional Disruption Event, the relevant Issuer shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto.

3.6 Other Events

Notwithstanding the foregoing provisions of these Commodity Linked Asset Conditions, if any other event occurs which the Calculation Agent determines, acting in good faith, has a material effect on the Certificates, then:

- (a) the Calculation Agent may make such adjustments to any of the Conditions as it considers appropriate to account for any such event and determine the date(s) on which any such adjustments will be effective; or
- (b) the relevant Issuer may, upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the Calculation Agent making a determination pursuant to this Commodity Linked Asset Condition 3.6, the relevant Issuer shall give notice as soon as practicable to Certificateholders in accordance with General Condition 11 (*Notices*) giving details of such determination.

Chapter 2: Asset Conditions: Index Linked Asset Conditions

This chapter sets out additional terms and conditions for Certificates that are Index Linked Certificates.

*The following terms and conditions (the **Index Linked Asset Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Index Linked Interest Certificates or Index Linked Redemption Certificates is applicable. These Index Linked Asset Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Index Linked Asset Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

References in these Index Linked Asset Conditions to an Index Linked Asset Condition are to a section or clause of these Index Linked Asset Conditions.

1 INDEX LINKED CERTIFICATES

Unless the Certificates are redeemed early in accordance with these Index Linked Asset Conditions, if the determination of (a) the Interest Amount (in the case of Index Linked Interest Certificates); or (b) (i) the Final Redemption Amount; (ii) the Early Redemption Amount or (iii) the Instalment Redemption Amount (in the case of Index Linked Redemption Certificates), as the case may be, is postponed as a result of the occurrence of a Disrupted Day, then payment of any such amount (the **Affected Amount**) shall be postponed to the date which is the number of Payment Extension Days following the earlier to occur of (x) the Index Determination Date; or (y) the Disruption Longstop Date, and such Affected Amount shall be paid without any interest or other sum payable in respect of the postponement of the payment of the Affected Amount.

2 GENERAL DEFINITIONS RELATING TO INDEX LINKED CERTIFICATES

Affiliate has the meaning set out in General Condition 19 (*Definitions*).

Basket means a basket containing the Indices or Proprietary Indices (if any) specified in the applicable Final Terms.

Component Security means each and any component security of any Index.

Disruption Longstop Date means, in respect of the occurrence of a Disrupted Day, the last Scheduled Trading Day in the sequence of consecutive Scheduled Trading Days equal to the Maximum Days of Disruption immediately following the Scheduled Observation Date.

Exchange means, in respect of an Index, each exchange or quotation system specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities/commodities comprising such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities/commodities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange).

Exchange Business Day means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

Fair Market Value Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Index Level means in respect of an Index or a Proprietary Index, as the case may be, and a time of day, the level of such Index or Proprietary Index at such time or such day as determined by the Calculation Agent, subject to adjustment from time to time in accordance with these Index Linked Asset Conditions.

Index Sponsor means:

- (a) in respect of an Index, the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (ii) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day, which as of the Issue Date of the Certificates is the index sponsor specified for such Index in the applicable Final Terms; or
- (b) in respect of a Proprietary Index, Credit Agricole CIB or any successor index sponsor.

Indices and **Index** mean, subject to adjustment in accordance with these Index Linked Asset Conditions, the indices or index specified as such in the applicable Final Terms and related expressions shall be construed accordingly.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Maximum Days of Disruption means eight (8) Scheduled Trading Days or such other number of Scheduled Trading Days specified in the applicable Final Terms.

Observation Date means each date specified as such in the applicable Final Terms or otherwise deemed to be an Observation Date in accordance with the Terms and Conditions, or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the provisions of Index Linked Asset Condition 3.1(b) (*Consequences of the occurrence of Disrupted Days*) below shall apply.

Proprietary Indices and **Proprietary Index** means any of the Proprietary Indices (as defined in the section “Description of the Proprietary Indices” of the Base Prospectus) as may be specified in the applicable Final Terms.

Related Exchange means, in respect of Index Linked Certificates and in relation to an Index, each exchange or quotation system on which option contracts or futures contracts relating to such Index are traded, or each exchange or quotation system specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where “All Exchanges” is specified as the Related Exchange in the applicable Final Terms, **Related Exchange** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index.

Scheduled Closing Time means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours subject as provided in “Valuation Time” below.

Scheduled Observation Date means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

Scheduled Trading Day means:

- (a) in respect of an Index, any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions; and
- (b) in respect of a Proprietary Index, any day on, or, as the case may be, in respect of, which the Index Sponsor is scheduled to publish the level of such Proprietary Index.

Trade Date means the date specified as such in the applicable Final Terms.

Valuation Time means:

- (a) in respect of an Index: (A) for the purposes of determining whether a Market Disruption Event has occurred: (1) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (2) in respect of any options contracts or futures contracts on the Index, the close of trading on the Related Exchange; and (B) in all other circumstances:
 - (i) if “Closing” is specified in the applicable Final Terms to be applicable, the Scheduled Closing Time; or
 - (ii) if “Intraday” is specified in the applicable Final Terms to be applicable, any time from the opening time for the regular trading session for the relevant Exchange or related Exchange to the Scheduled Closing Time for that Exchange or Related Exchange; and
- (b) in the case of a Proprietary Index, the time at which the Index Sponsor calculates and publishes the official closing level of such Proprietary Index.

3 PROVISIONS RELATING TO INDEX LINKED CERTIFICATES

3.1 Market Disruption Events, Disrupted Days and Consequences

- (a) Definitions

Disrupted Day means:

- (i) in respect of an Index, any Scheduled Trading Day on which: (A) the Exchange or Related Exchange fails to open for trading during its regular trading session; or (B) a Market Disruption Event has occurred; and
- (ii) in respect of a Proprietary Index, any Scheduled Trading Day on which a Market Disruption Event has occurred.

Early Closure means, in respect of an Index, the closure on any Exchange Business Day with respect to such Index of any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of such Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

Exchange Disruption means, in the case of an Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (A) to effect transactions in, or obtain market values for on any relevant Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index, or (B) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange.

Market Disruption Event means:

- (i) in respect of an Index, the occurrence or existence of (A) a Trading Disruption, (B) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one

hour period that ends at the relevant Valuation Time, or (C) an Early Closure. For the purposes of determining whether a Market Disruption Event exists at any time, if a Market Disruption Event occurs in respect of a Component Security included in such Index at any time, then the relevant percentage contribution of that Component Security to the level of such Index shall be based on a comparison of (x) the portion of the level of such Index attributable to that Component Security and (y) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event. The Calculation Agent shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day would have been an Observation Date; and

- (ii) in respect of a Proprietary Index, the failure by the Index Sponsor to calculate and publish the level of the Proprietary Index on any Scheduled Trading Day or in respect of such Scheduled Trading Day within the scheduled timeframe for publication; and

Trading Disruption means, in respect of an Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (A) relating to securities that comprise 20 per cent. or more of the level of such Index on any relevant Exchange(s) or (B) in futures or options contracts relating to such Index on any relevant Related Exchange.

- (b) Consequences of the occurrence of Disrupted Days

If an Observation Date is a Disrupted Day, then:

- (i) in the case of Index Linked Certificates relating to a single Index or Proprietary Index (as the case may be), the Observation Date shall be the first immediately succeeding Scheduled Trading Day that is not a Disrupted Day (the **Index Determination Date**), unless each consecutive Scheduled Trading Day up to and including the Disruption Longstop Date is a Disrupted Day. In that case, either:
 - (A) the Disruption Longstop Date shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day, and the Calculation Agent shall determine its good faith estimate of the level of the Index or Proprietary Index (as the case may be), as of the Valuation Time on the Disruption Longstop Date; or
 - (B) the relevant Issuer shall, upon giving notice to Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).
- (ii) in the case of Index Linked Certificates relating to a Basket of Indices or Proprietary Indices (as the case may be), (x) the Observation Date for each Index and Proprietary Index (if any) not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date; and (y) the Observation Date for each Index and Proprietary Index (if any) affected (each an **Affected Index**) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to such Affected Index, unless each consecutive Scheduled Trading Day up to and including the Disruption Longstop Date is a Disrupted Day relating to such Affected Index. In that case:
 - (A) the Disruption Longstop Date shall be deemed to be the Observation Date for the relevant Affected Index, notwithstanding the fact that such day is a Disrupted Day, and the Calculation Agent shall determine its good faith estimate of the value of the relevant Affected Index as of the Valuation Time on the Disruption Longstop Date; or

- (B) the relevant Issuer shall, upon giving notice to Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

The Calculation Agent shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been, an Observation Date.

3.2 Index Adjustments

(a) Successor Index / Sponsor

If a relevant Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent, or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then in each case that index (the **Successor Index**) will be deemed to be the Index.

(a) Modification and Cessation of Calculation of an Index

If (i) on or prior to an Observation Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation, contracts or commodities and other routine events) (an **Index Modification**), or permanently cancels a relevant Index and no Successor Index exists, or (ii) on an Observation Date, the Index Sponsor or (if applicable) the successor index sponsor fails to calculate and announce a relevant Index (an **Index Disruption** and, together with an Index Modification and an Index Cancellation, each an **Index Adjustment Event**), then:

- (i) the Calculation Agent shall determine to substitute the Index with a Substitution Index. A **Substitution Index** means in relation to the Index affected by an Index Adjustment Event and at the discretion of the Calculation Agent, an index whose principal terms are equivalent to those of the affected Index. Principal terms of an index include its strategy, its currency, the periodicity of its calculation and of the publication of its level, the type of its underlying assets, its geographic and economic zone or its rules; or
- (ii) the Calculation Agent shall calculate in a reasonable term after the occurrence of an Index Adjustment Event, the Fair Market Value Redemption Amount of the Certificate and, on the date set for early redemption, the relevant Issuer shall redeem each Certificate at its Fair Market Value Redemption Amount; or.
- (iii) the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Certificates and, if so, shall calculate the relevant level of the Index, using, in lieu of a published level for that Index, the level for that Index as at the Valuation Time on that Observation Date, as the case may be, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event; or
- (iv) the relevant Issuer shall, upon giving notice to Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the fair market value of a Certificate, taking into account the Index Adjustment Event,

less (in the case of Certificates other than Italian Listed Certificates) the cost to the relevant Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion (or, in the case of Italian Listed Certificates, as determined by the Calculation Agent acting in good faith and a commercially reasonable manner). Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*); or

- (v) the relevant Issuer may require the Calculation Agent to calculate the fair market value of each Certificate taking into account the Index Adjustment Event less (in the case of Certificates other than Italian Listed Certificates) the cost to the relevant Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the **Calculated Amount**) as soon as practicable following the occurrence of the Index Adjustment Event (the **Calculated Amount Determination Date**) and on the Redemption Date redeem each Certificate at an amount calculated by the Calculation Agent equal to (x) the Calculated Amount plus interest accrued from and including the Calculated Amount Determination Date to but excluding the Redemption Date at a rate determined by the Calculation Agent in its sole and absolute discretion (or, in the case of Italian Listed Certificates, as determined by the Calculation Agent acting in good faith and a commercially reasonable manner); at such time or (y) if greater, at its nominal amount.

The Calculation Agent shall, as soon as practicable, notify the relevant Agent of any determination made by it pursuant to paragraph (b) above and the action proposed to be taken in relation thereto and such Agent shall make available for inspection by Certificateholders copies of any such determinations.

3.3 Correction of the level of the Index

With the exception of any corrections published after the day which is three (3) Exchange Business Days prior to the due date for any payment under the Certificates calculated by reference to the level of an Index, if the level of the Index published on a given day and used or to be used by the Calculation Agent to make any determination under the Certificates, is subsequently corrected and the correction published by the relevant Index Sponsor, the level to be used shall be the level of the Index as so corrected. Corrections published after the day which is three (3) Exchange Business Days prior to a due date for payment under the Certificates calculated by reference to the level of the Index will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

3.4 Additional Disruption Event

- (a) Definitions

Additional Disruption Event means, in respect of Certificates other than Italian Listed Certificates, and if specified as applicable in the applicable Final Terms, any of Change of Law, Hedging Disruption, Increased Cost of Hedging.

Change of Law means that, on or after the Trade Date, (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the relevant Issuer determines in its sole and absolute discretion that it has become illegal to hold, acquire or dispose of relevant hedge positions relating to an Index.

Hedging Disruption means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk or any other relevant price risk including but not limited to the currency risk of the relevant Issuer or the Guarantor,

(if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

Increased Cost of Hedging means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the relevant Issuer, the Guarantor, (if applicable) and/or any of their respective Affiliates shall not be deemed an Increased Cost of Hedging.

(b) Consequences of the occurrence of an Additional Disruption Event:

If an Additional Disruption Event occurs, the relevant Issuer in its sole and absolute discretion may take the action, if applicable, described in (i), (ii), (iii), or (iv) below:

- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to the Conditions to account for the Additional Disruption Event and determine the effective date of such adjustment; or
- (ii) upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*); or
- (iii) require the Calculation Agent to calculate the fair market value of each Certificate taking into account the Additional Disruption Event less the cost to the relevant Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the **Calculated Additional Disruption Amount**) as soon as practicable following the occurrence of the Additional Disruption Event (the **Calculated Additional Disruption Amount Determination Date**) and on the Redemption Date redeem each Certificate at an amount calculated by the Calculation Agent equal to (x) the Calculated Additional Disruption Amount plus interest accrued from and including the Calculated Additional Disruption Amount Determination Date to but excluding the Redemption Date at a rate determined by the Calculation Agent in its sole and absolute discretion or (y) if greater, at its nominal amount.
- (iv) require the Calculation Agent to calculate the Fair Market Value Redemption Amount of the Certificate in its sole and absolute discretion and, on the date set for early redemption, the relevant Issuer shall redeem each Certificate at its Fair Market Value Redemption Amount.

For the purposes of this Index Linked Asset Condition 3.4, the **Capitalised Options Values** mean the Options Values capitalized to the EONIA Rate between the Index Determination Date and the third Business Day before the Redemption Date, as calculated by the Calculation Agent.

Upon the occurrence of an Additional Disruption Event, the relevant Issuer shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto.

3.5 Other Events

Notwithstanding the foregoing provisions of these Index Linked Asset Conditions, if any other event occurs which the Calculation Agent determines, acting in good faith, has a material effect on the Certificates, then:

- (a) the Calculation Agent may make such adjustments to any of the Conditions as it considers appropriate to account for any such event and determine the date(s) on which any such adjustments will be effective; or
- (b) the relevant Issuer may, upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the Calculation Agent making a determination pursuant to this Index Linked Asset Condition 3.5 (*Other Events*), the relevant Issuer shall give notice as soon as practicable to Certificateholders in accordance with General Condition 11 (*Notices*) giving details of such determination.

Chapter 3: Asset Conditions: FX Linked Asset Conditions

This chapter sets out additional terms and conditions for Certificates that are FX Linked Certificates.

*The following terms and conditions (the **FX Linked Asset Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that FX Linked Interest Certificates or FX Linked Redemption Certificates is applicable. These FX Linked Asset Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these FX Linked Asset Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

References in these FX Linked Asset Conditions to an FX Linked Asset Condition are to a section or clause of these FX Linked Asset Conditions.

1 FX LINKED CERTIFICATES

Unless the Certificates are redeemed early in accordance with these FX Linked Asset Conditions, if the determination of (a) the Interest Amount (in the case of FX Linked Interest Certificates); or (b) (i) the Final Redemption Amount; (ii) the Early Redemption Amount, or (iii) the Instalment Redemption Amount (in the case of FX Linked Redemption Certificates), as the case may be, is postponed as a result of the occurrence of a Market Disruption Event, then payment of any such amount (the **Affected Amount**) shall be postponed to the date which is the number of Payment Extension Days following the earlier to occur of (x) the FX Determination Date; or (y) the Disruption Longstop Date, and such Affected Amount shall be paid without any interest or other sum payable in respect of the postponement of the payment of the Affected Amount.

2 GENERAL DEFINITIONS RELATING TO FX LINKED CERTIFICATES

Affected FX Rate has the meaning set out in FX Linked Asset Condition 3.2(b) (*Consequences of Market Disruption Events*).

Affiliate has the meaning set out in General Condition 19 (*Definitions*).

Base Currency means the currency specified as such in the applicable Final Terms in respect of a Reference Currency.

Basket means a basket containing the FX Rates (if any) specified in the applicable Final Terms.

Benchmark Obligation(s) means the obligation(s) specified as such in the applicable Final Terms in relation to a Reference Currency.

Benchmark Obligation Default means, with respect to any Benchmark Obligation, the occurrence of a default, event of default or other similar condition or event (however described) including, but not limited to, (a) the failure of timely payment in full of any principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of such Benchmark Obligation, (b) a declared moratorium, standstill, waiver, deferral, Repudiation or rescheduling of any principal, interest or other amounts due in respect of such Benchmark Obligation, or (c) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of such Benchmark Obligation without the consent of all holders of such Benchmark Obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of the relevant entity to issue or enter into such Benchmark Obligation.

Disrupted Day means any day on which a Market Disruption Event occurs.

Disruption Longstop Date means, in respect of the occurrence of a Market Disruption Event, the last FX Business Day in the sequence of consecutive FX Business Days equal to the Maximum Days of Disruption immediately following the Scheduled Observation Date.

Dual Exchange Rate means, in respect of an FX Rate, the currency exchange rate for such FX Rate is split into dual or multiple currency exchange rates.

Event Currency means, with respect to an FX Rate, the currency specified as such in the applicable Final Terms or, if such a currency is not specified, the Reference Currency.

Event Currency Jurisdiction means, in respect of an Event Currency, the country for which the Event Currency is the lawful currency.

Fair Market Value Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

FX Business Day means, in respect of an FX Rate, any day on which the relevant FX Price Source would, in the ordinary course, publish or announce the relevant FX Rate.

FX Determination Date has the meaning set out in FX Linked Asset Condition 3.2 (*Consequences of Market Disruption Events*).

FX Rate or **FX Rates** means, subject to adjustment in accordance with these FX Linked Asset Conditions, in respect of any relevant day or time and a Reference Currency, the exchange rate of one currency for another currency expressed as a number of units of the Reference Currency (or fractional amounts thereof) per unit of the Base Currency which appears on (a) the FX Price Source (if FX Price Source is specified as “Applicable” in the applicable Final Terms) or (b) on any price determined by the Calculation Agent in its sole and absolute discretion (if FX Price Source is specified as “Not Applicable” in the applicable Final Terms), at approximately the applicable Valuation Time on such day.

FX Price Source means, in respect of an FX Rate, the price source(s) specified in these FX Linked Asset Conditions or in the applicable Final Terms (as the case may be) in respect of the Base Currency and the Reference Currency for such FX Rate or, if the relevant rate is not published or announced by such FX Price Source at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

General Inconvertibility means, in respect of an FX Rate, the occurrence of any event that generally makes it impossible to convert the Event Currency into the Non-Event Currency in the Event Currency Jurisdiction through customary legal channels.

General Non-Transferability means, in respect of an FX Rate, the occurrence of any event that generally makes it impossible to deliver (a) the Non-Event Currency from accounts inside the Event Currency Jurisdiction to accounts outside the Event Currency Jurisdiction, or (b) the Event Currency between accounts inside the Event Currency Jurisdiction or to a party that is a non-resident of the Event Currency Jurisdiction.

Governmental Authority means, in respect of an FX Rate, any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the Event Currency Jurisdiction.

Governmental Authority Default means, with respect to an FX Rate and any security or indebtedness for borrowed money of, or guaranteed by, any Governmental Authority, the occurrence of a default, event of default or other similar condition or event (however described) including, but not limited to, (a) the failure of timely payment

in full of any principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security, indebtedness for borrowed money or guarantee, (b) a declared moratorium, standstill, waiver, deferral, Repudiation or rescheduling of any principal, interest or other amounts due in respect of any such security, indebtedness for borrowed money or guarantee, or (c) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for borrowed money or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for borrowed money or guarantee.

Illiquidity means, in respect of an FX Rate, it becomes impossible to obtain a firm quote of such FX Rate for the Minimum Amount (either in one transaction or a commercially reasonable number of transactions that, when taken together, total the Minimum Amount) on the relevant Observation Date (or, if different, the day on which rates for that Observation Date would, in the ordinary course, be published or announced by the relevant price source) or by such other date (the **Illiquidity Valuation Date**) as is specified for such purpose in the applicable Final Terms. If an Illiquidity Valuation Date is specified in the applicable Final Terms and an Illiquidity occurs on such date, then the Illiquidity Valuation Date will be deemed to be the relevant Observation Date for the Certificates.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Material Change in Circumstances means, in respect of an FX Rate, the occurrence of any event (other than the other events set out in the definition of Market Disruption Event) in the Event Currency Jurisdiction beyond the control of the relevant Issuer which makes it impossible (a) for the relevant Issuer to fulfil its obligations under the Certificates, and (b) generally to fulfil obligations similar to the relevant Issuer's obligations under the Certificates.

Maximum Days of Disruption means five (5) FX Business Days or such other number of FX Business Days as specified in the applicable Final Terms.

Minimum Amount means, in respect of an FX Rate, the amount specified as such in the applicable Final Terms or, if such an amount is not specified, (a) for purposes of the definition of Illiquidity, the Reference Currency Notional Amount, and (b) for purposes of the definition of Specific Inconvertibility, the Event Currency equivalent of U.S.\$ 1.00.

Nationalisation means, in respect of an FX Rate, any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the relevant Issuer of all or substantially all of its assets in the Event Currency Jurisdiction.

Non-Event Currency means, in respect of an FX Rate, the currency that is not the Event Currency.

Observation Date means each date specified as such in the applicable Final Terms or otherwise deemed to be an Observation Date in accordance with the Terms and Conditions, in either case, subject to adjustment in accordance with these FX Linked Asset Conditions.

Payment Extension Day means two (2) FX Business Days, or such other number of FX Business Days as specified in the applicable Final Terms.

Price Materiality means, in respect of an FX Rate, if Price Materiality is specified as "Applicable" in the applicable Final Terms, the Primary Rate differs from the Secondary Rate by at least the Price Materiality Percentage.

Price Materiality Percentage means, in respect of an FX Rate, the percentage specified as such in the applicable Final Terms.

Price Source Disruption means, in respect of an FX Rate and a relevant date, it becomes impossible to obtain such FX Rate on such date (or, if different, the day on which rates for such relevant date would, in the ordinary course, be published or announced by the relevant price source).

Primary Rate means, in respect of each Reference Currency, the FX Rate specified as such in the applicable Final Terms.

Reference Currency means each currency specified as such in the applicable Final Terms.

Reference Currency Notional Amount means, with respect to a Reference Currency, the quantity of Reference Currency specified as such in the applicable Final Terms.

Repudiation means that, in respect of a Certificate, (a) for the purposes of the definition of Benchmark Obligation Default, the relevant Issuer or any party to, as the case may be, the relevant Benchmark Obligation disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of the Benchmark Obligation in any material respect, and (b) for purposes of the definition of Governmental Authority Default, the relevant Governmental Authority disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of any security, indebtedness for borrowed money or guarantee of such Governmental Authority in any material respect.

Scheduled Observation Date means any original date that, but for the occurrence of a Market Disruption Event, would have been an Observation Date.

Secondary Rate means, in respect of each Reference Currency, the FX Rate specified as such in the applicable Final Terms.

Specific Inconvertibility means, in respect of an FX Rate, the occurrence of any event that makes it impossible for the relevant Issuer to convert the Minimum Amount of the Event Currency into the Non-Event Currency in the Event Currency Jurisdiction, other than where such impossibility is due solely to the failure by the relevant Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the Certificates and it is impossible for the relevant Issuer, due to an event beyond the control of the relevant Issuer, to comply with such law, rule or regulation).

Specific Non-Transferability means, in respect of an FX Rate, the occurrence of any event that makes it impossible for the relevant Issuer to deliver (a) the Non-Event Currency from accounts inside the Event Currency Jurisdiction to accounts outside the Event Currency Jurisdiction, or (b) the Event Currency between accounts inside the Event Currency Jurisdiction or to a party that is a non-resident of the Event Currency Jurisdiction, other than where such impossibility is due solely to the failure by the relevant Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the Certificates and it is impossible for the relevant Issuer, due to an event beyond the control of the relevant Issuer, to comply with such law, rule or regulation).

Trade Date means the date specified as such in the applicable Final Terms.

Valuation Time means, with respect to an FX Rate:

- (a) the time specified as such in the applicable Final Terms; or
- (b) if “Closing” is specified in the applicable Final Terms to be applicable, the time specified as such in the applicable Final Terms; or
- (c) if “Intraday” is specified in the applicable Final Terms to be applicable, any time on the relevant Observation Date in Paris or such other financial centre as specified in the applicable Final Terms.

3 MARKET DISRUPTION EVENTS RELATING TO FX LINKED CERTIFICATES

3.1 Market Disruption Events

For the purposes of these FX Linked Asset Conditions:

Market Disruption Event means in respect of an FX Rate, the occurrence (with respect to the relevant Issuer) of any of (a) Benchmark Obligation Default, (b) Dual Exchange Rate, (c) General Inconvertibility, (d) General Non-Transferability, (e) Governmental Authority Default, (f) Illiquidity, (g) Material Change In Circumstances, (h) Nationalisation, (i) Price Materiality, (j) Price Source Disruption, (k) Specific Inconvertibility, or (l) Specific Non-Transferability.

The occurrence of a Market Disruption Event shall be determined by the Calculation Agent in good faith.

3.2 Consequences of Market Disruption Events

- (a) If, in the case of FX Linked Certificates relating to a single FX Rate, a Market Disruption Event occurs or is continuing with respect to the FX Rate on an Observation Date, then the Calculation Agent shall have the discretion (acting in good faith) to determine the relevant FX Rate in accordance with one of the following methods:
 - (i) the rate of such FX Rate with respect to such Observation Date will be the FX Rate for the next FX Business Day on which there is no Market Disruption Event (the **FX Determination Date**), unless each consecutive FX Business Day up to and including the Disruption Longstop Date is a Disrupted Day. In that case the Disruption Longstop Date shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day, and the Calculation Agent shall determine for such day, in good faith, the fair market value of the FX Rate affected by the Market Disruption Event; or
 - (ii) (the Calculation Agent will determine on the relevant Observation Date the rate for such FX Rate, taking into consideration all available information that in good faith it deems relevant to the then prevailing market practice and acting in good faith.
- (b) If, in the case of FX Linked Certificates relating to a Basket of FX Rates, a Market Disruption Event occurs or is continuing with respect to one or more FX Rates on an Observation Date, then:
 - (i) the Observation Date for each FX Rate not affected by the occurrence of a Market Disruption Event shall be the Scheduled Observation Date; and
 - (ii) the Calculation Agent shall have the discretion (acting in good faith) to determine the rate for each FX Rate affected (each an **Affected FX Rate**) by the occurrence of a Market Disruption Event in accordance with one of the following methods:
 - (A) the rate for each Affected FX Rate shall be the FX Determination Date relating to such Affected FX Rate, unless each consecutive FX Business Day up to and including the Disruption Longstop Date is a Disrupted Day relating to such Affected FX Rate. In that case the Disruption Longstop Date shall be deemed to be the Observation Date with respect to the relevant Affected FX Rate, notwithstanding the fact that such day is a Disrupted Day relating to such Affected FX Rate, and the Calculation Agent shall determine for such day, in good faith, the fair market value of such Affected FX Rate; or
 - (B) the Calculation Agent will determine on the relevant Observation Date the rate for such Affected FX Rate, taking into consideration all available information that in good faith it deems relevant to the then prevailing market practice and acting in good faith.

- (c) The Calculation Agent shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) of the occurrence of a Market Disruption Event on any day that, but for the occurrence of a Disrupted Day, would have been, a an Observation Date. Such notice shall give the details of such Market Disruption Event and the action proposed to be taken by the Calculation Agent in relation to thereto.
- (d) If the Calculation Agent is not able to or does not determine the relevant FX Rate in accordance with FX Linked Asset Condition 3.2(a) or FX Linked Asset Condition 3.2(b) above, as the case may be, the Issuer may, in its sole and absolute discretion, upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

4 ADDITIONAL DISRUPTION EVENTS RELATING TO FX LINKED CERTIFICATES

4.1 Additional Disruption Events

Additional Disruption Event means, in respect of Certificates other than Italian Listed Certificates, and if specified as applicable in the applicable Final Terms, any of Change of Law, Hedging Disruption, Increased Cost of Hedging.

Change of Law means that, on or after the Trade Date, (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the relevant Issuer determines in its sole and absolute discretion that it has become illegal to hold, acquire or dispose of relevant hedge positions relating to an FX Rate.

Hedging Disruption means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the foreign exchange risk of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

Increased Cost of Hedging means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the foreign exchange risk of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the relevant Issuer, the Guarantor, (if applicable) and/or any of their respective Affiliates shall not be deemed an Increased Cost of Hedging.

4.2 Consequences of the occurrence of an Additional Disruption Event:

If an Additional Disruption Event occurs, the relevant Issuer in its sole and absolute discretion may:

- (a) require the Calculation Agent to make such adjustments to any of the Conditions as it considers appropriate in its sole and absolute discretion to account for such Additional Disruption Event and determine the date(s) on which any such adjustments will be effective; or
- (b) upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the occurrence of an Additional Disruption Event, the relevant Issuer shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto.

5 OTHER EVENTS RELATING TO FX LINKED CERTIFICATES

Notwithstanding the foregoing provisions of these FX Linked Asset Conditions, if any other event occurs which the Calculation Agent determines, acting in good faith, has a material effect on the Certificates, then:

- (a) the Calculation Agent may make such adjustments to any of the Conditions as it considers appropriate to account for any such event and determine the date(s) on which any such adjustments will be effective; or
- (b) the relevant Issuer may, upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the Calculation Agent making a determination pursuant to this FX Linked Asset Condition 5 (*Other Events Relating to FX Linked Certificates*), the relevant Issuer shall give notice as soon as practicable to Certificateholders in accordance with General Condition 11 (*Notices*) giving details of such determination.

6 CURRENCY-SPECIFIC EVENTS RELATING TO FX LINKED CERTIFICATES

6.1 BRL Rate

If “BRL Rate” is specified as in the applicable Final Terms as an FX Rate, BRL Rate shall have the meaning set out below and, for the avoidance of doubt, Price Source Disruption shall not apply to such FX Rate.

BRL Rate means, in respect of a BRL Valuation Date, the BRL/JPY exchange rate, expressed as a number of units (or fractional amounts) of JPY (the Reference Currency) per one (1) unit of BRL (the Base Currency):

- (a) determined by the Calculation Agent on the relevant BRL Valuation Date as the inverse number (expressed as a number of units (or fractional amounts) of JPY (the Reference Currency) per one (1) unit of BRL (the Base Currency) and being rounded to the nearest two decimal places (with 0.005 being rounded up)) by reference to the ask side of the applicable BRL-PTAX Rate; or
- (b) in the event that the BRL-PTAX Rate is not available on the relevant BRL Valuation Date, determined by the Calculation Agent on the relevant BRL Valuation Date as a cross-currency foreign exchange rate derived by dividing the USD/JPY Reference Rate by the applicable EMTA BRL Industry Survey Rate (if both such rates are available), provided that such number shall be rounded to the nearest two decimal places (with 0.005 being rounded up); or
- (c) in the event that both (i) the BRL-PTAX Rate and (ii) either of the EMTA BRL Industry Survey Rate or the USD/JPY Reference Rate are not available on the relevant BRL Valuation Date, determined by the

Calculation Agent on the relevant BRL Valuation Date in good faith, having taken into account relevant market practice.

where:

BRL means Brazilian Real, the lawful currency of the Federative Republic of Brazil.

BRL-PTAX Rate means, in respect of a BRL Valuation Date, the JPY/BRL commercial rate, expressed as a number of units (or fractional amounts) of BRL (the Reference Currency) per one (1) unit of JPY (the Base Currency), reported by the *Banco Central do Brasil* on the SISBACEN Data System under transaction code PTAX-800 (“*Consulta de Câmbio*” or “Exchange Rate Inquiry”), Option 5 (“*Cotacões para Contabilidade*”, or “Rates for Accounting Purposes”) by approximately 1:15 p.m., São Paulo time, on such BRL Valuation Date, and which appears on Bloomberg Screen <BZFXJPY index> page (or any successor page for the purposes of displaying such rate, as determined by the Calculation Agent in its sole and absolute discretion); provided that the BRL PTAX Rate found on the *Banco Central do Brasil* website shall prevail in case of conflict with the BRL PTAX Rate appearing on Bloomberg Screen <BZFXJPY index> page (or any successor page for the purposes of displaying such rate, as determined by the Calculation Agent in its sole and absolute discretion).

BRL Valuation Date means:

- (a) in respect of any amount of interest on the Certificates, a Fixed Coupon Amount or a Broken Amount, the day that is five (5) Tokyo, London, New York City and São Paulo Business Days prior to the relevant Interest Payment Date or, as the case may be, the relevant date fixed for payment; and
- (b) in respect of the Final Redemption Amount, an Early Redemption Amount or an Instalment Redemption Amount:
 - (i) relating to a day (other than the Redemption Date) fixed for the redemption of the Certificates, five (5) Tokyo, London, New York City and São Paulo Business Days prior to such day; and
 - (ii) relating to the Redemption Date, the day that is five (5) Tokyo, London, New York City and São Paulo Business Days prior to the Redemption Date.

EMTA means Emerging Markets Traders Association.

EMTA BRL Industry Survey Methodology means a methodology, dated as of 1st March 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions in Brazil that are active participants in the BRL/USD spot markets for the purposes of determining the EMTA BRL Industry Survey Rate.

EMTA BRL Industry Survey Rate means the USD/BRL foreign exchange rate for USD expressed as a number of BRL (the Reference Currency) per one (1) USD (the Base Currency), for settlement two (2) São Paulo and New York City Business Days after the BRL Valuation Date. EMTA BRL Industry Survey Rate is calculated by EMTA (or a service provider EMTA may in its sole discretion select) pursuant to the EMTA BRL Industry Survey Methodology and published on EMTA’s website (www.emta.org) at approximately 3:45 p.m., São Paulo time, or as soon thereafter as practicable on such BRL Valuation Date.

São Paulo and New York City Business Days means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in São Paulo and New York City.

USD/JPY Reference Rate means the bid rate of USD/JPY foreign exchange rate, expressed as a number of units (or fractional amounts) of JPY per one unit of USD, published on the Reuters Screen “JPNW” page (or its successor page for the purpose of displaying such rate, as determined by the Calculation Agent in its sole and absolute discretion) as of 4:00 p.m., New York City time, on the applicable BRL Valuation Date. If the USD/JPY

Reference Rate is not available on the applicable BRL Valuation Date, the Calculation Agent will determine such rate on the relevant BRL Valuation Date in good faith, having taken into account relevant market practice.

6.2 JPY Price Source Disruption

(a) Definitions

JPY Fallback Page 1 means, with respect to a JPY Rate, the Reuters Screen (or any successor page determined by the Calculation Agent in its sole and absolute discretion) specified in the applicable Final Terms as the JPY Fallback Page 1.

JPY Fallback Page 2 means, with respect to a JPY Rate, the Reuters Screen (or any successor page determined by the Calculation Agent in its sole and absolute discretion) specified in the applicable Final Terms as the JPY Fallback Page 2.

JPY Price Source Disruption means, with respect to the JPY Rate and any Observation Date:

- (i) the JPY FX Rate is not displayed on the Reuters Screen (or any successor page determined by the Calculation Agent in its sole and absolute discretion) specified in the applicable Final Terms as the JPY Relevant Page (the **JPY Relevant Page**) at the Valuation Time, or
- (ii) the JPY Relevant Page is not available at the Valuation Time.

JPY Rate means an FX Rate in respect of which the Reference Currency is JPY and the Base Currency is USD or such other currency specified as such in the applicable Final Terms.

(b) JPY Price Source Disruption

If “JPY Price Source Disruption” is specified in the applicable Final Terms as being applicable:

- (i) Price Source Disruption shall not apply to the relevant JPY Rate; and
- (ii) if a JPY Price Source Disruption occurs on an Observation Date, then the JPY Rate shall be determined by the Calculation Agent by reference to the Base Currency/JPY mid rate (expressed as a number of units (or fractional amounts) of JPY per one unit of Base Currency) which appears on the JPY Fallback Page 1 (or any successor page determined by the Calculation Agent in its sole and absolute discretion) at 3:00 p.m., Tokyo time, on the such Observation Date. If no such quotation appears or is available on the JPY Fallback Page 1 (or any successor page determined by the Calculation Agent in its sole and absolute discretion) on the such Observation Date, the JPY Rate shall be determined by the Calculation Agent by reference to the Base Currency/JPY mid rate (expressed as a number of units (or fractional amounts) of JPY per one unit of Base Currency) which appears on the JPY Fallback Page 2 (or any successor page determined by the Calculation Agent in its sole and absolute discretion) at 3:00 p.m., Tokyo time, on the such Observation Date. If no such quotation appears or is available on the JPY Fallback Page 2 (or any successor page determined by the Calculation Agent in its sole and absolute discretion) on the such Observation Date, the JPY Rate shall be determined by the Calculation Agent as follows:
 - (A) the Calculation Agent will request five (5) leading reference banks (selected by the Calculation Agent at its discretion) in the Tokyo interbank market for their mid quotations of the Base Currency/JPY spot exchange rate at approximately 3:00 p.m., Tokyo time, on the such Observation Date;
 - (B) the highest and lowest of such quotations will be disregarded and the arithmetic mean of the remaining quotation will be deemed to be the JPY Rate;

- (C) if only four (4) quotations are so provided, then the JPY Rate will be the arithmetic mean of such quotations disregarding to the highest and the lowest values quoted;
- (D) if fewer than four (4) quotations but at least two (2) quotations can be obtained, the JPY Rate will be the arithmetic mean of the quotations actually obtained by the Calculation Agent; and
- (E) if only one (1) quotation is available on such Observation Date, the Calculation Agent may determine that such quotation shall be JPY Rate.

If (i) no such quotation is available on such Observation Date, or (ii) the Calculation Agent elects, in its sole and absolute discretion, to disregard the quotation referred to in FX Linked Condition 6.2(b)(ii)(E) or (iii) if the Calculation Agent determines in its sole and absolute discretion that no suitable reference bank which is prepared to quote is available on such Observation Date, the Calculation Agent will determine the JPY Rate in its sole and absolute discretion on such Observation Date.

Upon the occurrence of a JPY Price Source Disruption, the relevant Issuer shall give notice as soon as practicable to the Certificateholders in accordance with Condition 11 (*Notices*) stating the occurrence of the JPY Price Source Disruption giving details thereof and the relevant JPY Rate as determined by the Calculation Agent.

7 CORRECTIONS TO PUBLISHED AND DISPLAYED RATES

For purposes of determining an FX Rate for any Observation Date:

- (i) In any case where an FX Rate is based on information obtained from the Reuters Monitor Money Rates Service, or any other financial information service, such FX Rate will be subject to the corrections, if any, to that information subsequently displayed by that source within one hour of the time when such rate is first displayed by such source, unless the Calculation Agent determines in its sole and absolute discretion that it is not practicable to take into account such correction.
- (ii) Notwithstanding paragraph (i) above, in any case where an FX Rate is based on information published or announced by any Governmental Authority in a relevant country, such FX Rate will be subject to the corrections, if any, to that information subsequently published or announced by that source within five (5) calendar days of the date on which such information is published or announced, unless the Calculation Agent determines in its sole and absolute discretion that it is not practicable to take into account such correction, including, but not limited to, in relation to any calculations or determinations connected with the settlement of any Certificates.

In the event that the Calculation Agent identifies any correction referred to in paragraph (i) or (ii) above (and in the case of a correction in respect of an FX Rate published or announced as set out in paragraph (ii) above, within five (5) calendar days of such correction), if applicable, the Calculation Agent shall notify the relevant Issuer of any such correction, the revised FX Rate and, if any amount (the **Actual Amount**) has been paid to Certificateholders on the basis of the original FX Rate, the amount that should have been paid or delivered to the Certificateholders on the basis of the corrected FX Rate (the **Adjusted Amount**). Upon being notified of the Adjusted Amount, the relevant Issuer may (but shall not be obliged to) take such action as it considers necessary or appropriate to either pay additional amounts (if the Adjusted Amount is greater than the Actual Amount) or recover amounts (if the Adjusted Amount is less than the Actual Amount) from the person to whom the Actual Amounts were paid (including, for the purposes of recoveries by the relevant Issuer, by deducting from each Interest Amount payable on the next following Interest Payment Date (if any) an amount equal to each Certificate's *pro rata* share of an amount equal to the Actual Amount minus the Adjustment Amount, provided that each Interest Amount shall be subject to a minimum of zero). Notwithstanding the foregoing, under no circumstances shall the Relevant Issuer be obliged to recover any moneys from any relevant Clearing System. The Calculation Agent shall not be obliged to

make any determination under this FX Linked Asset Condition 7 and shall have no liability to any person for any determination made or not made under this FX Linked Asset Condition 7.

8 SUCCESSOR CURRENCY

Where the applicable Final Terms specify that “Successor Currency” is applicable in respect of an FX Rate, then:

- (i) the Reference Currency and Base Currency in respect of such FX Rate will be deemed to include any lawful successor currency to such Reference Currency or Base Currency, as the case may be (the **Successor Currency**);
- (ii) if the Calculation Agent determines that, on or after the Issue Date but on or before any relevant date on which an amount may be payable under the Certificates, a country has lawfully eliminated, converted, redenominated or exchanged its currency in effect on the Issue Date which is the Reference Currency or Base Currency of an FX Rate, as the case may be (the **Original Currency**) for a Successor Currency, then, for the purposes of calculating any amounts of the Original Currency or effecting settlement thereof, any Original Currency amounts will be converted to the Successor Currency by multiplying the amount of Original Currency by a ratio of Successor Currency to Original Currency, which ratio will be calculated on the basis of the exchange rate set forth by the relevant country of the Original Currency for converting the Original Currency into the Successor Currency on the date on which the elimination, conversion, redenomination or exchange took place, as determined by the Calculation Agent. If there is more than one such date, the date closest to such relevant date will be selected (or such other date as may be selected by the Calculation Agent in its sole and absolute discretion);
- (iii) notwithstanding paragraph (ii) above but subject to paragraph (iv) below, the Calculation Agent may (to the extent permitted by the applicable law), in its sole and absolute discretion, select such other exchange rate or other basis for the conversion of an amount of the Original Currency to the Successor Currency and will make such adjustment(s) that it determines to be appropriate, if any, to any variable, calculation methodology, valuation, settlement, payment terms or any other terms in respect of the Certificates to account for such elimination, conversion, redenomination or exchange of the Reference Currency or Base Currency, as the case may be; and
- (iv) notwithstanding the foregoing provisions, with respect to any Reference Currency or Base Currency that is substituted or replaced by the Euro, the consequences of such substitution or replacement will be determined in accordance with applicable law.

Chapter 4: Asset Conditions: Inflation Linked Asset Conditions

This chapter sets out additional terms and conditions for Certificates that are Inflation Linked Certificates.

*The following terms and conditions (the **Inflation Linked Asset Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Inflation Linked Interest Certificates or Inflation Linked Redemption Certificates is applicable. These Inflation Linked Asset Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Inflation Linked Asset Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

References in these Inflation Linked Asset Conditions to an Inflation Linked Asset Condition are to a section or clause of these Inflation Linked Asset Conditions.

1 GENERAL DEFINITIONS RELATING TO INFLATION LINKED CERTIFICATES

Basket means a basket containing the Inflation Indices (if any) specified in the applicable Final Terms.

Fair Market Value Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Fallback Bond means, in respect of an Inflation Index, a bond selected by the Calculation Agent and issued by the government of the country to whose level of inflation such Inflation Index relates and which pays a coupon or redemption amount which is calculated by reference to such Inflation Index, with a maturity date which falls on (a) the same day as the Redemption Date, (b) the next longest maturity after the Redemption Date if there is no such bond maturing on the Redemption Date, or (c) the next shortest maturity before the End Date if no bond defined in (a) or (b) is selected by the Calculation Agent. If such Inflation Index relates to the level of inflation across the European Monetary Union, the Calculation Agent will select an inflation-linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays a coupon or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union. In each case, the Calculation Agent will select the Fallback Bond from those inflation-linked bonds issued on or before the Issue Date and, if there is more than one inflation-linked bond maturing on the same date, the Fallback Bond shall be selected by the Calculation Agent from those bonds. If the Fallback Bond redeems the Calculation Agent will select a new Fallback Bond on the same basis, but selected from all eligible bonds in issue at the time the original Fallback Bond redeems (including any bond for which the redeemed bond is exchanged).

Inflation Indices or Inflation Index means, subject to adjustment in accordance with these Inflation Linked Asset Conditions, the inflation indices or inflation index specified in the applicable Final Terms and related expressions shall be construed accordingly.

Inflation Index Level means, in respect of an Inflation Index, the level determined for the relevant Reference Month.

Inflation Index Sponsor means the entity that publishes or announces (directly or through an agent) the level of the relevant Inflation Index which as of the Issue Date of the Certificates is the inflation index sponsor specified for such Inflation Index in the applicable Final Terms.

Payment Date means any date on which a payment is due and payable pursuant to the terms of the Certificates.

Reference Month means each month specified as such in the applicable Final Terms or, if none, the calendar month for which the level of the Inflation Index was reported, regardless of when this information is published or announced. If the period for which the Inflation Index level was reported is a period other than a month, the Reference Month is the period for which the Inflation Index level was reported. References elsewhere in the

Conditions to an “**Observation Date**” shall, for the purposes of Inflation Linked Certificates, be construed as references to a “Reference Month”.

Related Bond means, in respect of an Inflation Index, the bond specified as such in the applicable Final Terms or, if Related Bond is specified in the applicable Final Terms to be not applicable, the Fallback Bond shall be deemed to be the Related Bond. If a bond is specified to be the Related Bond in the applicable Final Terms and such bond redeems or matures during the term of the Certificates, the Fallback Bond shall be deemed to be the Related Bond.

2 PROVISIONS RELATING TO INFLATION LINKED CERTIFICATES

2.1 Delay of Publication

If the level of the Inflation Index for a Reference Month which is relevant to the calculation of a payment under the Certificates (a **Relevant Level**) is not published or announced by the day that is five Business Days prior to the next following Payment Date under the Certificates, the Calculation Agent will determine a **Substitute Inflation Index Level** (in place of such Relevant Level) by using the following methodology:

- (a) if applicable, the relevant Issuer shall take the same action to determine the Substitute Inflation Index Level for such Payment Date as that taken by the relevant calculation agent pursuant to the terms and conditions of the Related Bond; and
- (b) if (a) above does not result in a Substitute Inflation Index Level for such Payment Date for any reason, then the Calculation Agent shall determine the Substitute Inflation Index Level as follows:

$$\text{Substitute Inflation Index Level} = \text{Base Level} \times (\text{Latest Level} / \text{Reference Level})$$

where:

Base Level means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Inflation Index Sponsor in respect of the month which is 12 calendar months prior to the month for which the Substitute Inflation Index Level is being determined;

Latest Level means the latest level of the Inflation Index (excluding any "flash" estimates) published or announced by the Inflation Index Sponsor prior to the month in respect of which the Substitute Inflation Index Level is being calculated; and

Reference Level means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Inflation Index Sponsor prior to the month that is 12 calendar months prior to the month referred to in "Latest Level" above.

If a Relevant Level is published or announced at any time after the day that is five Business Days prior to the next following Payment Date under the Certificates, such Relevant Level will not be used in any calculations. The Substitute Inflation Index Level so determined pursuant to this Inflation Linked Asset Condition 2.1 will be the definitive level for that Reference Month.

2.2 Cessation of Publication

If a level for the Inflation Index has not been published or announced for two consecutive months or the Inflation Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index, then the Calculation Agent will determine a **Successor Inflation Index** (in lieu of any previously applicable index) for the purposes of the Certificates by using the following methodology:

- (a) if at any time, a successor index has been designated by the relevant calculation agent pursuant to the terms and conditions of the Related Bond, such successor index shall be designated a Successor Inflation Index for the purposes of all subsequent Payment Dates in relation to the Certificates, notwithstanding that

any other Successor Inflation Index may previously have been determined under paragraph (b), (c) or (d) below;

- (b) if a Successor Inflation Index has not been determined under paragraph (a) above, and a notice has been given or an announcement has been made by the Inflation Index Sponsor, specifying that the Inflation Index will be superseded by a replacement index specified by the Inflation Index Sponsor, and the Calculation Agent determines that such replacement index is calculated using the same or substantially similar formula or method of calculation as used in the calculation of the previously applicable index, such replacement index shall be the Inflation Index for purposes of the Certificates from the date that such replacement index comes into effect;
- (c) if a Successor Inflation Index has not been determined under paragraph (a) or (b) above (and there has been no designation of a date for the early redemption of the Certificates by the relevant Issuer pursuant to paragraph (e) below), the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Inflation Index should be. If at least four responses are received, and of those responses, three or more leading independent dealers state the same index, such index will be deemed the "Successor Inflation Index". If three responses are received, and two or more leading independent dealers state the same index, such index will be deemed the "Successor Inflation Index". If fewer than three responses are received, the Calculation Agent will proceed to paragraph (d) hereof;
- (d) if no Successor Inflation Index has been determined under paragraphs (a), (b) and (c) above by the fifth Business Day prior to the next following Payment Date under the Certificates, the relevant Issuer will determine an appropriate alternative index for such date, acting in good faith, and such index will be deemed the "Successor Inflation Index"; or
- (e) if the Calculation Agent determines that there is no appropriate alternative index, the relevant Issuer may, by giving notice to Certificateholders in accordance with General Condition 11 (*Notices*) redeem the Certificates in whole but not in part, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

2.3 Rebasing of the Inflation Index

If the Calculation Agent determines that the Inflation Index has been or will be rebased at any time, the Inflation Index so rebased (the **Rebased Inflation Index**) will be used for purposes of determining the level of the Inflation Index from the date of such rebasing, provided however that the Calculation Agent shall make such adjustments as are made by the relevant calculation agent pursuant to the terms and conditions of the Related Bond, if any, to the levels of the Rebased Inflation Index so that the Rebased Inflation Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. If there is no Related Bond, the Calculation Agent shall make adjustments to the levels of the Rebased Inflation Index so that the Rebased Inflation Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. Any such rebasing shall not affect any prior payments made under the Certificates.

2.4 Material Modification

If, on or prior to the day that is five Business Days prior to the next following Payment Date under the Certificates, the Inflation Index Sponsor announces that it will make a material change to the Inflation Index, then the Calculation Agent shall make any such adjustments to the Certificates necessary for the modified Inflation Index to continue as the Inflation Index.

2.5 Manifest Error in Publication

If, within the earlier of (i) 30 days of publication, and (ii) the day that is five Business Days prior to the next following Payment Date under the Certificates, the Calculation Agent determines that the Inflation Index Sponsor has corrected the level of the Inflation Index to remedy a manifest error in its original publication, the Calculation Agent will notify the relevant Issuer and the Certificateholders in accordance with General Condition 11 (*Notices*) of (i) that correction; (ii) any amount that may be payable as a result of that correction, and (iii) take such other action as it may deem necessary to give effect to such correction.

2.6 Other Events

Notwithstanding the foregoing provisions of these Inflation Linked Asset Conditions, if any other event occurs which the Calculation Agent determines, acting in good faith, has a material effect on the Certificates, then:

- (a) the Calculation Agent may make such adjustments to any of the Conditions as it considers appropriate to account for any such event and determine the date(s) on which any such adjustments will be effective; or
- (b) the relevant Issuer may, upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the Calculation Agent making a determination pursuant to this Inflation Linked Asset Condition 2.6, the relevant Issuer shall give notice as soon as practicable to Certificateholders in accordance with General Condition 11 (*Notices*) giving details of such determination.

Chapter 5: Asset Conditions: Rate Linked Asset Conditions

This chapter sets out additional Terms and Conditions for Certificates that are Rate Linked Certificates.

*The following terms and conditions (the **Rate Linked Asset Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Rate Linked Interest Certificates or Rate Linked Redemption Certificates is applicable. These Rate Linked Asset Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Rate Linked Asset Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

References in these Rate Linked Asset Conditions to a Rate Linked Asset Condition are to a section or clause of these Rate Linked Asset Conditions.

1 PROVISIONS RELATING TO RATE LINKED CERTIFICATES

Each Benchmark Rate Level shall be determined in the manner specified in the applicable Final Terms and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified to apply the applicable Final Terms.

1.1 ISDA Determination

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Benchmark Rate Level is to be determined in respect of a Benchmark Rate on any Observation Date, such Benchmark Rate shall be a rate determined by the Calculation Agent as a rate equal to the ISDA Rate. For the purposes of this Rate Linked Asset Condition 1.1, **ISDA Rate** means a rate equal to the Floating Rate that would be determined by the Principal Certificate Agent under an interest rate swap transaction if the Principal Certificate Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (a) the Floating Rate Option is as specified in the applicable Final Terms;
- (b) the Designated Maturity is a period specified in the applicable Final Terms; and
- (c) the relevant Reset Date is as specified in the applicable Final Terms, which may if the applicable Floating Rate Option is based on the London inter-bank offered rate (**LIBOR**) or on the Euro-zone inter-bank offered rate (**EURIBOR**), be the first day of that Interest Period.

For the purposes of this Rate Linked Asset Condition 1.1, **Floating Rate**, **Calculation Agent**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

1.2 Screen Rate Determination

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Benchmark Rate Level is to be determined in respect of a Benchmark Rate on any date of determination, such Benchmark Rate shall, subject as provided below, be either:

- (a) the offered quotation; or
- (b) the arithmetic mean (rounded if necessary in accordance with General Condition 5.6 (*Rounding*)) of the offered quotations,

(expressed as a percentage rate per annum) for the Benchmark Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Relevant Screen Page Time on the relevant date in question as determined

by the Principal Certificate Agent. If five (5) or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Certificate Agent for the purpose of determining the arithmetic mean (rounded as provided in General Condition 5.6 (*Rounding*)) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of Rate Linked Asset Condition 1.2(a) (*Screen Rate Determination*), no offered quotation appears or, in the case of Rate Linked Asset Conditions 1.2(b) (*Screen Rate Determination*), fewer than three (3) offered quotations appear, in each case at the Relevant Screen Page Time, the Principal Certificate Agent shall request each of the Reference Banks to provide the Principal Certificate Agent with its offered quotation (expressed as a percentage rate per annum) for the Benchmark Rate at the Relevant Screen Page Time on the relevant date in question. If two or more of the Reference Banks provide the Principal Certificate Agent with offered quotations, the Benchmark Rate Level for the relevant date shall be the arithmetic mean (rounded if necessary in accordance with General Condition 5.6 (*Rounding*)) of the offered quotations, as determined by the Principal Certificate Agent.

If on any Observation Date one only or none of the Reference Banks provides the Principal Certificate Agent with an offered quotation as provided in the preceding paragraph, the Benchmark Rate Level for the relevant date shall be the rate per annum which the Principal Certificate Agent determines as being the arithmetic mean (rounded if necessary in accordance with General Condition 5.6 (*Rounding*)) of the rates, as communicated to (and at the request of) the Principal Certificate Agent by the Reference Banks or any two (2) or more of them, at which such banks were offered, at the Relevant Screen Page Time on the relevant date of determination, deposits in the Specified Currency for a period equal to that which would have been used for the Benchmark Rate by leading banks in the Relevant Inter-Bank Market or, if fewer than two (2) of the Reference Banks provide the Principal Certificate Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Benchmark Rate, or the arithmetic mean (rounded in accordance with General Condition 5.6 (*Rounding*)) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Benchmark Rate, at which, at the Relevant Screen Page Time on the relevant date, any one or more banks (which bank or banks is or are in the opinion of the relevant Issuer suitable for the purpose) informs the Principal Certificate Agent it is quoting to leading banks in the Relevant Inter-Bank Market, provided that, if the Benchmark Rate Level cannot be determined on the relevant Observation Date in accordance with the foregoing provisions of this Rate Linked Asset Condition 1, the Benchmark Rate Level shall be determined on the relevant Observation Date as at the last preceding date of determination.

2 OTHER EVENTS

Notwithstanding the foregoing provisions of these Rate Linked Asset Conditions, if any other event occurs which the Calculation Agent determines, acting in good faith, has a material effect on the Certificates, then:

- (a) the Calculation Agent may make such adjustments to any of the Conditions as it considers appropriate to account for any such event and determine the date(s) on which any such adjustments will be effective; or
- (b) the relevant Issuer may, upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the Calculation Agent making a determination pursuant to this Rate Linked Asset Condition 2, the relevant Issuer shall give notice as soon as practicable to Certificateholders in accordance with General Condition 11 (*Notices*) giving details of such determination.

3 GENERAL DEFINITIONS RELATING TO RATE LINKED CERTIFICATES

Basket means a basket containing the Benchmark Rates (if any) specified in the applicable Final Terms.

Benchmark Rates and Benchmark Rate means each of the rates or the rate specified as such in the applicable Final Terms.

Benchmark Rate Level means, in respect of a Benchmark Rate and any date of determination, the rate determined for such Benchmark Rate in accordance with these Rate Linked Asset Conditions in respect of such date of determination.

ISDA Definitions means the 2006 ISDA Definitions, as amended and supplemented and published by the International Swaps and Derivatives Association, Inc.

Observation Date means each date specified as an Observation Date in the applicable Final Terms or otherwise deemed to be an Observation Date in accordance with the Terms and Conditions.

Reference Banks means, in the case of a determination of LIBOR, the principal London office of four (4) major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four (4) major banks in the Euro-zone inter-bank market, in each case selected by the Principal Certificate Agent or as specified in the applicable Final Terms.

Relevant Inter-Bank Market means the London inter-bank market in the case of LIBOR, or EURO-zone inter-bank market in the case of EURIBOR or such other inter-bank market specified as such in the applicable Final Terms.

Relevant Screen Page means the screen page specified as such in the applicable Final Terms.

Relevant Screen Page Time means 11:00 a.m. (London time, in the case of LIBOR, or Brussels time in the case of EURIBOR) or such other time specified as such in the applicable Final Terms.

Specified Currency means the currency specified as such in the applicable Final Terms.

Chapter 6: Asset Conditions: Multi-Asset Basket Linked Asset Conditions

This chapter sets out additional Terms and Conditions for Certificates that are Multi-Asset Basket Linked Certificates.

*The following terms and conditions (the **Multi-Asset Basket Linked Asset Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Multi-Asset Basket Linked Interest Certificates or Multi-Asset Basket Linked Redemption Certificates is applicable. These Multi-Asset Basket Linked Asset Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Multi-Asset Basket Linked Asset Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

Unless otherwise specified, references in these Multi-Asset Basket Linked Asset Conditions to a Multi-Asset Basket Linked Asset Condition are to a section or clause of these Multi-Asset Basket Linked Asset Conditions.

1 MULTI-ASSET BASKET LINKED CERTIFICATES

Unless the Certificates are redeemed early in accordance with these Multi-Asset Basket Linked Asset Conditions, if the determination of (a) the Interest Amount (in the case of Multi-Asset Basket Linked Interest Certificates); or (b) (i) the Final Redemption Amount; (ii) the Early Redemption Amount, or (iii) the Instalment Redemption Amount (in the case of Multi-Asset Basket Linked Redemption Certificates), as the case may be, is postponed as a result of the occurrence of a Disrupted Day, then payment of any such amount (the **Affected Amount**) shall be postponed to the date which is the number of Payment Extension Days following the earlier to occur of (x) the Multi-Asset Basket Determination Date; or (y) the Disruption Longstop Date, and such Affected Amount shall be paid without any interest or other sum payable in respect of the postponement of the payment of the Affected Amount.

2 GENERAL DEFINITIONS RELATING TO MULTI-ASSET BASKET LINKED CERTIFICATES

Commodity Business Day has the meaning set out in Commodity Linked Asset Condition 2 (*General Definitions Relating to Commodity Linked Certificates*).

Disrupted Day means:

- (a) in respect of a Multi-Asset Basket Component which is a Commodity, a day on which a Market Disruption Event (as such term is defined in Commodity Linked Asset Condition 3.2 (*Market Disruption Events*)) occurs;
- (b) in respect of a Multi-Asset Basket Component which is an Index or a Proprietary Index, a Disrupted Day (as such term is defined in Index Linked Asset Condition 3.1(a)); and
- (c) in respect of a Multi-Asset Basket Component which is an FX Rate, a day on which a Market Disruption Event (as such term is defined in FX Linked Asset Condition 2 (*General Definitions Relating to FX Linked Certificates*)) occurs.

Disruption Longstop Date means, in respect of the occurrence of a Disrupted Day, the last:

- (a) Commodity Business Day in the sequence of consecutive Commodity Business Days (in the case of a Multi-Asset Basket Component which is a Commodity);
- (b) Scheduled Trading Day in the sequence of consecutive Scheduled Trading Days (in the case of a Multi-Asset Basket Component which is an Index or a Proprietary Index); or
- (c) FX Business Day in the sequence of consecutive FX Business Days (in the case of a Multi-Asset Basket Component which is an FX Rate),

equal to the Maximum Days of Disruption in respect of such Multi-Asset Basket Component immediately following the Scheduled Observation Date.

Fair Market Value Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

FX Business Day has the meaning set out in FX Linked Asset Condition 2 (*General Definitions Relating to FX Linked Certificates*).

Market Disruption Event has the meaning set out in:

- (a) Commodity Linked Asset Condition 3.2 (*Market Disruption Events*), in respect of a Multi-Asset Basket Component which is a Commodity;
- (b) Index Linked Asset Condition 3.1(a), in respect of a Multi-Asset Basket Component which is an Index or a Proprietary Index; and
- (c) FX Linked Asset Condition 3.1 (*Market Disruption Events*), in respect of a Multi-Asset Basket Component which is an FX Rate.

Maximum Days of Disruption means eight (8):

- (a) Commodity Business Days (in the case of a Multi-Asset Basket Component which is a Commodity);
- (b) Scheduled Trading Days (in the case of a Multi-Asset Basket Component which is an Index or a Proprietary Index); or
- (c) FX Business Days (in the case of a Multi-Asset Basket Component which is an FX Rate),

as the case may be.

Multi-Asset Basket means a basket comprising two or more Multi-Asset Basket Component Types.

Multi-Asset Basket Component means, in respect of a Multi-Asset Basket, each Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate which is specified in the applicable Final Terms comprising such Multi-Asset Basket.

Multi-Asset Basket Component Type means a Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate.

Multi-Asset Basket Determination Date has the meaning set out in Multi-Asset Basket Condition 3.2 (*Consequences of the occurrence of Disrupted Days*).

Non-Disrupted Day means:

- (a) in respect of a Multi-Asset Basket Component which is a Commodity, a Commodity Business Day which is not a Disrupted Day;
- (b) in respect of a Multi-Asset Basket Component which is an Index or a Proprietary Index, a Scheduled Trading Day which is not a Disrupted Day; and
- (c) in respect of a Multi-Asset Basket Component which is an FX Rate, an FX Business Day which is not a Disrupted Day.

Observation Date means each date specified as such in the applicable Final Terms or otherwise deemed to be an Observation Date in accordance with the Terms and Conditions, in either case, subject to adjustment in accordance with:

- (a) Commodity Linked Asset Condition 3 (*Provisions Relating to Commodity Linked Certificates*), in respect of a Multi-Asset Basket Component which is a Commodity;
- (b) Index Linked Asset Condition 3.1(b) (*Consequences of the occurrence of Disrupted Days*), in respect of a Multi-Asset Basket Component which is an Index or a Proprietary Index; or
- (c) FX Linked Asset Condition 3.2 (*Consequences of Market Disruption Events*), in respect of a Multi-Asset Basket Component which is an FX Rate.

Scheduled Observation Date means any original date that, but for the occurrence of a Disrupted Day, would have been an Observation Date.

Scheduled Trading Day has the meaning set out in Index Linked Asset Condition 2 (*General Definitions Relating to Index Linked Certificates*).

Trade Date has the meaning set out in General Condition 19 (*Definitions*).

3 PROVISIONS RELATING TO MULTI-ASSET BASKET LINKED CERTIFICATES

3.1 Multi-Asset Basket Component Specific Provisions

In respect of each Multi-Asset Basket Component which is:

- (a) a Commodity, the provisions of Commodity Linked Asset Condition 3.1 (*Commodity Business Day Adjustment*) and Commodity Linked Asset Condition 3.4 (*Correction to Published Prices*) shall apply to such Multi-Asset Basket Component;
- (b) an Index, the provisions of Index Linked Asset Condition 3.2 (*Index Adjustment*) and Index Linked Asset Condition 3.3 (*Correction of the level of the Index*) shall apply to such Multi-Asset Basket Component;
- (c) an FX Rate, the provisions of FX Linked Asset Condition 6 (*Currency-specific events relating to FX Linked Certificates*), FX Linked Asset Condition 7 (*Corrections to Published and Displayed Rates*) and FX Linked Asset Condition 8 (*Successor Currency*) shall apply to such Multi-Asset Basket Component;
- (d) a Benchmark Rate, the provisions of Rate Linked Asset Condition 1 (*Provisions Relating to Rate Linked Certificates*) shall apply to such Multi-Asset Basket Component;
- (e) an Inflation Index, the provisions of Inflation Linked Asset Conditions 2.1 (*Delay of Publication*) to 2.5 inclusive (*Manifest Error in Publication*) shall apply to such Multi-Asset Basket Component; and
- (f) a Proprietary Index, the provisions of sub-section 6 (*Disruption Events*) of the section “Description of the Proprietary Indices” of the Base Prospectus shall apply to such Multi-Asset Basket Component.

3.2 Consequences of the occurrence of Disrupted Days

If an Observation Date is a Disrupted Day in respect of one or more Multi-Asset Basket Components, then:

- (a) the Observation Date for each Multi-Asset Basket Component not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date; and
- (b) the Observation Date for each Multi-Asset Basket Component affected (each an **Affected Component**) by the occurrence of a Disrupted Day shall be the first succeeding Non-Disrupted Day relating to such Affected Component (the **Multi-Asset Basket Determination Date**), unless each consecutive Non-Disrupted Day up to and including the Disruption Longstop Date is a Disrupted Day relating to such Affected Component. In that case:

- (i) the Disruption Longstop Date shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day relating to the relevant Affected Component, and the Calculation Agent shall determine for such day, in good faith, the fair market value of the relevant Affected Component; or
- (ii) the relevant Issuer shall, upon giving notice to Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

The Calculation Agent shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) of the occurrence of a Market Disruption Event on any day that, but for the occurrence of a Disrupted Day, would have been, a Observation Date.

3.3 Additional Disruption Events

- (a) Definitions

Additional Disruption Event means, in respect of Certificates other than Italian Listed Certificates, and if specified as applicable in the applicable Final Terms, any of Change of Law, Hedging Disruption, Increased Cost of Hedging.

Change of Law means that, on or after the Trade Date, (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the relevant Issuer determines in its sole and absolute discretion that it has become illegal to hold, acquire or dispose of relevant hedge positions relating to a Multi-Asset Basket Component.

Hedging Disruption means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the commodity or equity price risk or any other relevant price risk including but not limited to the currency risk of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

Increased Cost of Hedging means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the relevant Issuer, the Guarantor, (if applicable) and/or any of their respective Affiliates shall not be deemed an Increased Cost of Hedging.

- (b) Consequences of the occurrence of an Additional Disruption Event

If an Additional Disruption Event occurs, the relevant Issuer in its sole and absolute discretion may:

- (i) require the Calculation Agent to make such adjustments to any of the Conditions as it considers appropriate in its sole and absolute discretion to account for such Additional Disruption Event and determine the date(s) on which any such adjustments will be effective; or
- (ii) upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the occurrence of an Additional Disruption Event, the relevant Issuer shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto.

3.4 Other Events

Notwithstanding the foregoing provisions of these Multi-Asset Basket Linked Asset Conditions, if any other event occurs which the Calculation Agent determines, acting in good faith, has a material effect on the Certificates, then:

- (a) the Calculation Agent may make such adjustments to any of the Conditions as it considers appropriate to account for any such event and determine the date(s) on which any such adjustments will be effective; or
- (b) the relevant Issuer may, upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the Calculation Agent making a determination pursuant to this Multi-Asset Basket Linked Asset Condition 3.4, the relevant Issuer shall give notice as soon as practicable to Certificateholders in accordance with General Condition 11 (*Notices*) giving details of such determination.

ANNEX 2 – CREDIT LINKED CONDITIONS

This annex sets out additional terms and conditions for Certificates that are Credit Linked Certificates. It is only applicable to Certificates which are specified to be Credit Linked Certificates in the applicable Final Terms.

The terms and conditions applicable to Credit Linked Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.

All capitalised terms that are not defined in these Credit Linked Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

*The following terms and conditions (the **Credit Linked Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Credit Linked Certificates is applicable. These Credit Linked Conditions are subject to completion in accordance with the applicable Final Terms.*

These Credit Linked Conditions shall not apply to any Italian Listed Certificates

1 GENERAL

1.1 Credit Terms

The Final Terms shall specify:

- (a) the type of Credit Linked Certificates, being Single Reference Entity CLCs, Nth-to-Default CLCs, or Linear Basket CLCs;
- (b) whether the Credit Linked Certificates are Fixed Recovery CLCs, Leveraged CLCs, Principal Protected CLCs or Reference Obligations Only CLCs;
- (c) the Settlement Method and, where Auction Settlement applies, the applicable Fallback Settlement Method;
- (d) the Reference Entity or Reference Entities;
- (e) the Reference Obligation(s) (if any) in respect of each Reference Entity;
- (f) the Trade Date and the Scheduled Redemption Date; and
- (g) the Floating Rate Payer Calculation Amount in respect of each Reference Entity.

1.2 Additional Provisions

If any Additional Provisions are specified as applicable in the applicable Final Terms, these Credit Linked Conditions shall take effect subject to the provisions thereof.

2 REDEMPTION

2.1 Redemption absent satisfaction of Conditions to Settlement

The relevant Issuer will redeem each Credit Linked Certificate on the related Redemption Date (as such date may be extended in accordance with the definition thereof) by payment of an amount equal to the Final Redemption Amount (together with interest, if any, payable thereon) unless:

- (a) the Credit Linked Certificates have been previously redeemed or purchased and cancelled in full (including pursuant to Credit Linked Condition 2.7 (*Early redemption for Leveraged CLCs*), 2.8 (*Redemption following a Merger Event*) or 2.10 (*Redemption following an Additional Disruption Event*); or
- (b) the Conditions to Settlement have been satisfied, in which event the relevant Issuer shall redeem the Credit Linked Certificates in accordance with Credit Linked Condition 2.2 (*Redemption following satisfaction of Conditions to Settlement*).

2.2 Redemption following satisfaction of Conditions to Settlement

Subject to Credit Linked Conditions 2.3 (*Nth-to-Default CLCs*), 2.4 (*Linear Basket CLCs*), 2.5 (*Principal Protected CLCs*) and 2.9 (*Suspension of Obligations*), upon satisfaction of the Conditions to Settlement in relation to any Reference Entity, each Credit Linked Certificate will be subject to redemption:

- (a) if the applicable Settlement Method is “Auction Settlement”, by payment of, subject to a minimum of zero, (i) the aggregate outstanding nominal amount of the Credit Linked Certificate (in the case of Credit Linked Certificates represented by a Global Certificate) or the product of the Calculation Amount and the Calculation Amount Factor (in the case of Credit Linked Certificates in definitive form), as the case may be, minus (ii) such Credit Linked Certificate’s *pro rata* share of the Auction Settlement Amount minus (iii) such Credit Linked Certificate’s *pro rata* share of the Hedge Amount (if applicable) on the Auction Settlement Date, unless a Fallback Settlement Event occurs, in which event the relevant Issuer shall perform its respective payment and/or delivery obligations in accordance with the applicable Fallback Settlement Method. If the Conditions to Settlement with respect to a new Credit Event are satisfied following the occurrence of a Fallback Settlement Event with respect to a first Credit Event and no Fallback Settlement Event occurs with respect to such new Credit Event, the relevant Issuer shall, if it so elects on or prior to a related Valuation Date or Delivery Date, redeem the Credit Linked Certificates in accordance with this Credit Linked Condition 2.2(a) by Auction Settlement;
- (b) if the applicable Settlement Method is “Physical Settlement”, in accordance with Credit Linked Condition 4 (*Physical Settlement*); and
- (c) if the applicable Settlement Method is “Cash Settlement”, subject to Credit Linked Condition 2.6 (*Fixed Recovery CLCs*), by payment of its *pro rata* share of, subject to a minimum of zero, (i) the aggregate outstanding nominal amount of the Credit Linked Certificates (in the case of Credit Linked Certificates represented by a Global Certificate) or the product of the Calculation Amount and the Calculation Amount Factor (in the case of Credit Linked Certificates in definitive form), as the case may be, minus (ii) such Credit Linked Certificate’s *pro rata* share of the Cash Settlement Amount minus (iii) such Credit Linked Certificate’s *pro rata* share of the Hedge Amount (if applicable) on the Cash Settlement Date.

2.3 Nth-to-Default CLCs

Where the Certificates are Nth-to-Default CLCs, the Conditions to Settlement shall not be satisfied with respect to the Certificates until the Conditions to Settlement are satisfied with respect to the Nth Reference Entity. Where the Certificates are Nth-to-Default CLCs and the Conditions to Settlement are satisfied with respect to more than one Reference Entity on the same day, the Calculation Agent shall determine in its sole discretion the order in which such Conditions to Settlement were satisfied.

2.4 Linear Basket CLCs

- (a) If the Credit Linked Certificates are Linear Basket CLCs, then the provisions of these Credit Linked Conditions relating to redemption of Credit Linked Certificates following satisfaction of Conditions to Settlement, extension of maturity of Credit Linked Certificates on delivery of an Extension Notice, cessation or suspension of accrual of interest or accrual and payment of interest following the Scheduled

Redemption Date shall apply to each Credit Linked Certificate with respect to each Reference Entity separately and to such Credit Linked Certificate's *pro rata* share of the relevant Floating Rate Payer Calculation Amount. The remaining provisions of these Credit Linked Conditions shall be construed accordingly.

- (b) Notwithstanding Credit Linked Condition 2.4(a), where the Credit Linked Certificates are Linear Basket CLCs that are also Leveraged CLCs, upon the first occurrence of the satisfaction of the Conditions to Settlement with respect to any Reference Entity, each Credit Linked Certificate will be redeemed in full in accordance with Credit Linked Condition 2.2 (*Redemption following satisfaction of Conditions to Settlement*), provided that the Hedge Amount (if applicable) will also include the Issuer's or its Affiliates' costs of unwinding the credit default swaps on Reference Entities for which Conditions to Settlement have not been satisfied and any replacement liquidity costs.

2.5 Principal Protected CLCs

If "Principal Protected CLC" is specified in the applicable Final Terms, then upon the satisfaction of the Conditions to Settlement in respect of a Reference Entity referenced by the Credit Linked Certificates, the outstanding nominal amount of each Credit Linked Certificate corresponding to its *pro rata* share of the relevant Floating Rate Payer Calculation Amount shall be redeemed on the Redemption Date at its Principal Protected Amount and the remaining outstanding nominal amount of each Credit Linked Certificate (if any) shall be redeemed on the Redemption Date at the Final Redemption Amount (as determined by the Calculation Agent).

2.6 Fixed Recovery CLCs

Where "Cash Settlement" is the applicable Settlement Method, the Credit Linked Certificates may be specified to be "Fixed Recovery CLC". The Cash Settlement Amount of a Fixed Recovery CLC shall be determined using the Final Price, as further set out in the definitions of Cash Settlement Amount and Final Price of these Credit Linked Conditions.

2.7 Early redemption for Leveraged CLCs

If "Leveraged CLC" is specified in the applicable Final Terms, the following early redemption events shall apply:

- (a) if on any day falling after the Issue Date but prior to the Redemption Date (the **FMV Determination Date**), (i) the Fair Market Value of the Credit Linked Certificates is equal to or lower than the MV Trigger or (ii) the Reference Entity Spread (or, in the case of Linear Basket CLCs, the weighted average of the Reference Entity Spread for all Reference Entities, weighted by the proportion of the Floating Rate Payer Calculation Amount of each Reference Entity to the aggregate of the Floating Rate Payer Calculation Amounts) is equal to or greater than the relevant Spread Trigger, in each case as determined by the Calculation Agent, each Credit Linked Certificate shall be redeemed at the Fair Market Value Redemption Amount (determined in accordance with General Condition 7.4 (*Fair Market Value Redemption Amounts*)) on a date falling ten (10) Business Days immediately following the relevant FMV Determination Date.
- (b) for the purposes of this Credit Linked Condition 2.7 and General Condition 7.4 (*Fair Market Value Redemption Amounts*), **Fair Market Value** and Fair Market Value Redemption Amount shall, as at the relevant FMV determination date, take into account, without limitation (i) the cost to the relevant Issuer of unwinding any related underlying hedging arrangements (including credit default swaps with an aggregate notional amount equal to the Leverage Factor multiplied by the aggregate nominal amount of the Credit Linked Certificates) entered into in respect of such Credit Linked Certificate (such as, but not limited to, any market bid/offer spread and any ancillary cost in relation to such unwinding), irrespective of whether such hedge is held directly by the relevant Issuer or the Guarantor or indirectly through an Affiliate, and/or (ii) any replacement liquidity costs and/or (iii) any other appropriate costs, all as determined by the Calculation Agent in its sole and absolute discretion.

In determining the Fair Market Value and the Fair Market Value Redemption Amount, the Calculation Agent shall take into consideration all information which it deems relevant (including, without limitation, market conditions).

The Fair Market Value Redemption Amount determined as specified above shall be deemed to include any amounts in respect of accrued interest, if any (unless the applicable Final Terms specify “No Accrued Interest”, in which case it shall be deemed not to include any amounts in respect of accrued interest).

2.8 Redemption following a Merger Event

If this Credit Linked Condition 2.8 is specified as applicable in the applicable Final Terms, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the relevant Issuer may give notice to the Certificateholders in accordance with General Condition 11 (*Notices*) and redeem all but not some only of the Credit Linked Certificates at the Fair Market Value Redemption Amount (determined in accordance with General Condition 7.4 (*Fair Market Value Redemption Amounts*)) on the Merger Event Redemption Date.

2.9 Suspension of Obligations

If a Credit Event Resolution Request Date occurs or if a notice is delivered to ISDA as contemplated in the definition of “Credit Event Resolution Request Date” in relation to any Reference Entity, then (unless the relevant Issuer otherwise elects by notice to the Calculation Agent and the Certificateholders) from the date delivery of such notice is effective (and notwithstanding that the relevant Credit Derivatives Determinations Committee has yet to determine whether Publicly Available Information is available or that a Credit Event has occurred), any obligation of the relevant Issuer to redeem any Credit Linked Certificate (including pursuant to Credit Linked Condition 2.2 (*Redemption following satisfaction of Conditions to Settlement*)) or pay any amount of interest which would otherwise be due thereon shall, insofar as it relates to the relevant Reference Entity, be and remain suspended until such time as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved with respect to such Reference Entity:

- (a) the matters described in sub-paragraphs (a) and (b) of the definition of “Credit Event Resolution Request Date” in Credit Linked Condition 10 (*Definitions*); or
- (b) not to determine such matters.

During such suspension period, the relevant Issuer shall not be obliged to, nor entitled to, take any action in connection with the settlement of the Credit Linked Certificates, in each case insofar as they relate to the relevant Reference Entity. Once ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved the matters set out in paragraphs (a) and (b) above, such suspension shall terminate and any obligations so suspended shall resume on the basis of such resolution on the CLC Business Day following such public announcement by ISDA, with the relevant Issuer having the benefit of the full day notwithstanding when the suspension began. Any amount of interest so suspended shall, subject always to Credit Linked Condition 3.1 (*Cessation of Interest Accrual*), become due on the date determined by the Calculation Agent, in its sole discretion but not later than fifteen Business Days following such public announcement by ISDA.

Where payment of interest or principal is suspended in accordance with this Credit Linked Condition 2.9, no interest shall accrue on such interest or principal.

2.10 Redemption following an Additional Disruption Event

If the Calculation Agent determines that an Additional Disruption Event has occurred, the relevant Issuer may redeem the Certificates by giving notice to Certificateholders in accordance with General Condition 11 (*Notices*). If the Certificates are so redeemed, the relevant Issuer will pay an amount to each Certificateholder in respect of each Certificate as shall be determined to be the Fair Market Value Redemption Amount (determined in accordance with General Condition 7.4 (*Fair Market Value Redemption Amounts*)), taking into account, without

limitation, (i) the Additional Disruption Event, less the cost to the relevant Issuer and/or its affiliates of unwinding (including, but not limited to, the cost of or loss of funding and any applicable taxes) any related underlying hedging arrangements entered into in respect of such Credit Linked Certificates, whether such hedge is held directly by the relevant Issuer or the Guarantor or indirectly through an affiliate, and/or (ii) any replacement liquidity costs, and/or (iii) any other appropriate costs, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

In determining the fair market value of the Credit Linked Certificates, the Calculation Agent shall take into consideration all information which it deems relevant (including, without limitation, market conditions).

2.11 Miscellaneous provisions relating to Redemption

If the Credit Linked Certificates are partially redeemed, the relevant Credit Linked Certificates or, if the Credit Linked Certificates are represented by a Global Certificate, such Global Certificate, shall be endorsed to reflect such partial redemption. Accordingly, upon such partial redemption, the outstanding nominal amount of each Certificate shall be reduced for all purposes (including accrual of interest thereon) accordingly.

Redemption of any Credit Linked Certificate in accordance with Credit Linked Condition 2 (*Redemption*), together with payment of interest, if any, due thereon shall discharge all or the relevant portion of the obligations of the relevant Issuer in relation thereto.

Any amount payable under Credit Linked Condition 2 (*Redemption*) shall be rounded downwards to the nearest sub-unit of the relevant currency.

3 INTEREST

3.1 Cessation of Interest Accrual

Upon the satisfaction of the Conditions to Settlement in respect of any Credit Linked Certificates, interest on such Credit Linked Certificates (or, in the case of Linear Basket CLCs, the relevant portion thereof determined in accordance with Credit Linked Condition 2.4 (*Linear Basket CLCs*)) shall cease to accrue with effect from and including either:

- (a) the Interest Payment Date immediately preceding the related Event Determination Date (or, in the case of the first Interest Period, the Interest Commencement Date) (**CIA Type 1**); or
- (b) the related Event Determination Date (in which case such Event Determination Date shall be deemed to be an Observation Date for the purposes of determining the interest accrued to (but excluding) such Event Determination Date)) (**CIA Type 2**),

as specified in the applicable Final Terms.

3.2 Interest following Scheduled Maturity

Notwithstanding Credit Linked Condition 3.1 (*Cessation of Interest Accrual*), each Credit Linked Certificate shall only accrue interest up to (but excluding) the Scheduled Redemption Date.

3.3 Interest Payment Dates

If the Credit Linked Certificates are redeemed pursuant to the General Conditions or these Credit Linked Conditions, the Scheduled Redemption Date, the Redemption Date (if not the Scheduled Redemption Date), the Auction Settlement Date, the Cash Settlement Date or the last Delivery Date, as the case may be, shall be an Interest Payment Date in respect of each Credit Linked Certificate (or, in the case of Linear Basket CLCs, the relevant portion thereof determined in accordance with Credit Linked Condition 2.4 (*Linear Basket CLCs*)) and the relevant Issuer shall pay any interest that has accrued in respect of each Credit Linked Certificate (or, as

applicable, the relevant portion thereof determined in accordance with Credit Linked Condition 2.4 (*Linear Basket CLCs*) on such Interest Payment Date.

4 PHYSICAL SETTLEMENT

4.1 Delivery and payment

If Physical Settlement applies to any Credit Linked Certificate, then, upon the satisfaction of the related Conditions to Settlement, the relevant Issuer, or any third party appointed at its discretion, shall, on or prior to the related Physical Settlement Date and subject to Credit Linked Condition 4.2 (*Partial Cash Settlement Due to Impossibility, Impracticality or Illegality*), Credit Linked Condition 4.3 (*Non-Delivery of Deliverable Obligations*) and Credit Linked Condition 4.6 (*Asset Transfer Notice*), redeem such Credit Linked Certificate or, in the case of Linear Basket CLCs, the relevant portion thereof determined in accordance with Credit Linked Condition 2.4 (*Linear Basket CLCs*), respectively, by:

- (a) delivering a *pro rata* share of the Deliverable Obligations specified in the related Notice of Physical Settlement (the **Physical Settlement Amount**);
- (b) paying such Certificate's *pro rata* portion of the related Physical Settlement Adjustment Rounding Amount; and
- (c) if the Hedge Amount is expressed as a negative number, paying such Certificate's *pro rata* portion of an amount equal to the absolute value of such *pro rata* portion.

4.2 Partial Cash Settlement Due to Impossibility, Impracticality or Illegality

If, due to an event beyond the control of the relevant Issuer, it is in the opinion of the Calculation Agent, impossible, impractical (including, without limitation, due to the relevant Issuer receiving insufficient or incorrect account or transfer information) or illegal for the relevant Issuer to Deliver or, due to an event beyond the control of the relevant Issuer or any Certificateholder, it is in the opinion of the Calculation Agent impossible, impractical or illegal for the relevant Issuer or the relevant Certificateholder to accept Delivery of any of the Deliverable Obligations specified in a Notice of Physical Settlement on the related Physical Settlement Date, then on such date the relevant Issuer shall Deliver any of the Deliverable Obligations specified in the Notice of Physical Settlement for which it is possible, practicable and legal to take Delivery. If any Undeliverable Obligations have not been delivered on or prior to the Latest Permissible Physical Settlement Date, then Partial Cash Settlement shall apply with respect to such Undeliverable Obligations and, accordingly, the relevant Issuer shall pay the relevant Certificateholders an amount equal to the Partial Cash Settlement Amount to be apportioned *pro rata* amongst the relevant Certificateholders on the Partial Cash Settlement Date.

4.3 Non-Delivery of Deliverable Obligations

If the relevant Issuer does not Deliver any Deliverable Obligation specified in a Notice of Physical Settlement other than as a result of an event or circumstance contemplated in Credit Linked Condition 4.2 (*Partial Cash Settlement Due to Impossibility, Impracticality or Illegality*) (including following the occurrence of a Hedge Disruption Event), such failure shall not constitute an event of default for the purpose of the Certificates and the relevant Issuer may continue to attempt to Deliver the Deliverable Obligations that are Bonds or Loans until the Extended Physical Settlement Date.

If, as at the relevant Extended Physical Settlement Date, any such Deliverable Obligations have not been Delivered, then Partial Cash Settlement shall apply with respect to such Deliverable Obligations and the relevant Issuer shall pay to the Certificateholders an amount equal to the Partial Cash Settlement Amount to be apportioned *pro rata* amongst the Certificateholders on the Partial Cash Settlement Date.

4.4 Aggregation and Rounding

Where a Certificateholder holds Credit Linked Certificates in an aggregate nominal amount greater than the Specified Denomination, the Outstanding Principal Balance of the Deliverable Obligations to be Delivered in respect of the Credit Linked Certificates shall be aggregated for the purposes of this Credit Linked Condition 4. If the Outstanding Amount of the Deliverable Obligations to be Delivered in respect of each Credit Linked Certificate to be redeemed pursuant to this Credit Linked Condition 4.4 on any occasion is not equal to an authorised denomination (or integral multiple thereof) of such Deliverable Obligations then the Outstanding Amount of Deliverable Obligations to be Delivered will be rounded down to the nearest authorised denomination or multiple thereof, or, if none, to zero. In such circumstances, the Deliverable Obligations that were not capable of being Delivered shall, if and to the extent practicable, be sold by the relevant Issuer or such other agent as may be appointed by the relevant Issuer for such purpose and, if they are so sold, the relevant Issuer shall make payment in respect of each Credit Linked Certificate in an amount equal to its *pro rata* share of the related net sale proceeds as soon as reasonably practicable following receipt thereof.

4.5 Delivery and Fees

The Delivery of any of the Deliverable Obligations pursuant to the provisions of this Credit Linked Condition 4 shall be made in such commercially reasonable manner as the relevant Issuer shall, in its sole discretion, determine to be appropriate for such Delivery. Subject as set out in the definition of “Deliver”:

- (a) any recordation, processing or similar fee reasonably incurred by the relevant Issuer and/or any of its affiliates and payable to the agent under a Loan in connection with an assignment (where Deliverable Obligations include Assignable Loans or Consent Required Loans) shall be payable by the relevant Certificateholders, and if any stamp tax is payable in connection with the Delivery of any Deliverable Obligations, payment thereof shall be made by the relevant Certificateholders; and
- (b) any other expenses arising from the Delivery and/or transfer of the Deliverable Obligations shall be for the account of the Certificateholders, determined in accordance with then current market conventions.

Delivery and/or transfer of the Deliverable Obligations shall be delayed until all expenses relating to such Delivery or transfer payable by the Certificateholders have been paid to the satisfaction of the relevant Issuer.

4.6 Asset Transfer Notice

A Certificateholder will not be entitled to any of the amounts or assets specified as being due to it in this Credit Linked Condition 4 upon the satisfaction of the Conditions to Settlement unless it has complied with Credit Linked Condition 4.7 (*Physical Settlement Procedures*). For so long as the Credit Linked Certificates are held in any clearing system, any communication from such clearing system on behalf of the Certificateholder containing the information required in an Asset Transfer Notice will be treated as an Asset Transfer Notice. For as long as Certificates are represented by a Global Certificate, surrender of Credit Linked Certificates for such purpose will be effected by presentation of the Global Certificate and its endorsement to Certificate the nominal amount of Credit Linked Certificates to which the relevant Asset Transfer Notice relates.

4.7 Physical Settlement Procedures

(a) *Procedure by Certificateholders*

If any Credit Linked Certificate falls to be redeemed and Physical Settlement is specified to be the Settlement Method or the Fallback Settlement Method in the applicable Final Terms, any delivery of the Physical Settlement Amount shall be in accordance with any applicable securities laws.

In order to receive the Physical Settlement Amount, the relevant Certificateholder shall, at least ten (10) Business Days, or such other number of Business Days as may be specified in the applicable Final Terms, prior to the Physical Settlement Date:

- (i) if the Credit Linked Certificates are represented by a Global Certificate, present a notice to DTC and/or Euroclear and/or Clearstream, Luxembourg, as the case may be, with a copy to any Certificate Agent or the Registrar, as the case may be, and the relevant Issuer, via the EUCLID System or any equivalent or successor system (a **EUCLID Notice**); or
- (ii) if the Credit Linked Certificate is in definitive form, surrender to the Certificate Agent or the Registrar, as the case may be, the Definitive Certificate, a completed Asset Transfer Notice substantially in the form set out in the Master Certificate Agreement (the **Asset Transfer Notice**) (a copy of which may be obtained from the specified office of any of the Certificate Agents) with a copy to the relevant Issuer.

A EUCLID Notice and an Asset Transfer Notice, as the case may be, are referred to herein as a **Notice**.

- (iii) The EUCLID Notice referred to above must:
 - (A) specify the name and address of the relevant Certificateholder and the person from whom the Delivery Agent may obtain details for the delivery of the Physical Settlement Amount;
 - (B) specify the number of Credit Linked Certificates which are the subject of such notice and the number of the Certificateholder’s account at DTC, Euroclear or Clearstream, Luxembourg, as the case may be, to be debited with such Credit Linked Certificates;
 - (C) irrevocably instruct and authorise DTC, Euroclear or Clearstream, Luxembourg, as the case may be, to debit the relevant Certificateholder’s account with such Credit Linked Certificates on the date on which such Credit Linked Certificates are redeemed in accordance with Credit Linked Condition 4.1 (*Delivery and payment*);
 - (D) provide the Certificateholder’s Certification that it is not a U.S. person, or a person acting on behalf of a U.S. person, or a person within the United States (as such terms are defined in Regulation S under the Securities Act); and
 - (E) authorise the production of such notice in any applicable administrative or legal proceedings.
- (iv) The Asset Transfer Notice referred to above must:
 - (A) specify the name and address of the person from whom the Delivery Agent may obtain details for delivery of the Physical Settlement Amount;
 - (B) authorise the production of such notice in any applicable administrative or legal proceedings; and
 - (C) provide the Certificateholder’s Certification that it is not a U.S. person, or a person acting on behalf of a U.S. person, or a person within the United States (as such terms are defined in Regulation S under the Securities Act).
- (v) No Notice may be withdrawn by the Certificateholder after receipt thereof by DTC, Euroclear or Clearstream, Luxembourg, the Certificate Agent, the Registrar or the relevant Issuer, as the case may be.
- (vi) After delivery of such Notice, the relevant Certificateholder may not transfer the Credit Linked Certificates which are the subject of such Notice and no transfers of the Credit Linked Certificates specified therein represented by a Global Certificate will be effected by DTC and/or Euroclear and/or Clearstream, Luxembourg.

- (vii) Any determination as to whether a notice is valid and has been properly completed and delivered as provided in this Credit Linked Condition 4.7 shall be made by DTC, Euroclear or Clearstream, Luxembourg or the relevant Issuer, as the case may be, after consultation with the Delivery Agent and shall be conclusive and binding on the relevant Issuer and the relevant Certificateholder.

(b) Procedure by the relevant Issuer and others

Upon receipt of a duly completed Notice and (in the case of Credit Linked Certificates in definitive form) the Definitive Certificate to which such Notice relates, the relevant Certificate Agent or the Registrar, as the case may be, DTC, Euroclear or Clearstream, Luxembourg, as the case may be, shall verify that the person specified therein as the accountholder is the holder of the Credit Linked Certificates referred to therein according to its books.

Subject as provided herein, in relation to each Credit Linked Certificate, the Physical Settlement Amount will be delivered at the risk of the relevant Certificateholder in such commercially reasonable manner as the Delivery Agent shall, in its sole discretion, determine to be appropriate for such delivery on the due date for redemption for the Credit Linked Certificates, provided that the relevant Credit Linked Certificate in definitive form and the Notice are delivered not later than the close of business in Luxembourg on the date (the **Notice Cut-Off Date**) which is five (5) Business Days (or such other number of Business Days as may be specified in the applicable Final Terms) before the due date for redemption of the Credit Linked Certificates.

(c) Delay or Failure to Deliver Notice

If the Credit Linked Certificate in definitive form, if applicable, and the Notice are delivered to the relevant Issuer later than close of business on the Notice Cut-Off Date, then the Physical Settlement Amount will be delivered as soon as practicable after the due date for redemption of the Credit Linked Certificates, at the risk of such Certificateholder.

For the avoidance of doubt, without prejudice to Credit Linked Condition 4.1(b) and 4.1(c), such Certificateholder shall not be entitled to any payment or other assets, whether of interest or otherwise, in the event of the delivery of the Physical Settlement Amount falling after the due date for redemption of the Credit Linked Certificates pursuant to the provisions of this Credit Linked Condition 4.7 or otherwise due to circumstances beyond the control of the relevant Issuer.

If the relevant Certificateholder fails to deliver a Notice in the manner set out in these Conditions or delivers a Notice on any day falling after the day that is 180 calendar days after the Notice Cut-Off Date or, in the case of Credit Linked Certificates in definitive form, fails to deliver the Definitive Certificate related thereto or fails to pay the expenses referred to in Credit Linked Condition 4.7(d) (Costs and Expenses), the relevant Issuer shall be discharged from its obligation in respect of such Credit Linked Certificate and shall have no further obligation or liability whatsoever in respect thereof.

(d) Costs and Expenses

All expenses including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax and/or other taxes or duties (together **Delivery Expenses**) arising from the delivery and/or transfer of the Physical Settlement Amount shall be for the account of the relevant Certificateholder and no delivery and/or transfer of the Physical Settlement Amount shall be made until all Delivery Expenses have been paid to the satisfaction of the Delivery Agent by the relevant Certificateholder.

(e) Fractional Entitlement

If the Physical Settlement Amount comprises less than a whole number of securities at the relevant time, then (i) the relevant Issuer shall not deliver and the relevant Certificateholder shall not be entitled to receive in respect of its Credit Linked Certificates that fraction of a security (the **Fractional Entitlement**) and (ii) the relevant Issuer shall pay to the relevant Certificateholder a cash amount (to be paid at the same time as the securities comprising the Physical Settlement Amount), as determined by the Calculation Agent and such cash amount shall be deemed a part of the Physical Settlement Amount for the purposes of these Credit Linked Conditions.

(f) Delivery at risk of Certificateholder

Delivery of the Physical Settlement Amount by the relevant Issuer to the Certificateholder shall be at the risk of the Certificateholder and no additional payment or delivery will be due to a Certificateholder where the Physical Settlement Amount is delivered after its due date in circumstances beyond the control of either the relevant Issuer or the Delivery Agent.

(g) No further liability of Issuer

After delivery of the Physical Settlement Amount by the relevant Issuer to a Certificateholder pursuant to this Credit Linked Condition 4.7 but prior to the time when the Certificateholder (or his designee) becomes registered as a holder or lender of record (as the case may be) of the relevant Deliverable Obligation (the **Intervening Period**), neither the relevant Issuer nor its agent or nominee shall (i) be under any obligation to deliver to such Certificateholder or any subsequent beneficial owner of such relevant Deliverable Obligation any letter, certificate, notice, circular, dividend or any other document or payment whatsoever received by the relevant Issuer or its agent or nominee in its capacity as the registered holder or lender of record (as the case may be) of such relevant Deliverable Obligation, (ii) exercise any or all rights (including voting rights) attaching to such relevant Deliverable Obligation during the Intervening Period without the prior written consent of the relevant Certificateholder, provided that neither the relevant Issuer nor its agent or nominee shall be under any obligation to exercise any such rights during the Intervening Period, or (iii) be under any liability to such Certificateholder or any subsequent beneficial owner of such relevant Deliverable Obligation in respect of any loss or damage which such Certificateholder or subsequent beneficial owner may sustain or suffer as a result, whether directly or indirectly, of the relevant Issuer or its agent or nominee being registered during such Intervening Period as legal owner of such relevant Deliverable Obligation.

5 PROVISIONS RELATING TO OBLIGATION CATEGORY AND CHARACTERISTICS AND DELIVERABLE OBLIGATION CATEGORY AND CHARACTERISTICS

5.1 Obligation Characteristics

If the Obligation Characteristic “Listed” is specified in the applicable Final Terms, the applicable Final Terms shall be construed as though Listed had been specified as an Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Obligation Category.

5.2 Qualifying Guarantee

If an Obligation or a Deliverable Obligation is a Qualifying Guarantee, the following will apply:

- (a) For purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Qualifying Guarantee shall be deemed to be described by the same category or categories as those that describe the Underlying Obligation.

- (b) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Qualifying Guarantee and the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: Specified Currency, Not Sovereign Lender, Not Domestic Currency and Not Domestic Law. For these purposes, (i) the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro (or any successor thereto) shall not be a Domestic Currency (unless the applicable Final Terms specifies that any such currency is a Domestic Currency, in which case any such currency so specified shall be a Domestic Currency) and (ii) the laws of England and the laws of the State of New York shall not be a Domestic Law (unless the applicable Final Terms specifies that the laws of any such country is a Domestic Law, in which case any such laws so specified shall be a Domestic Law).
- (c) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Qualifying Guarantee must satisfy on the relevant date the Obligation Characteristic or the Deliverable Obligation Characteristic of Not Subordinated, if specified in the applicable Final Terms.
- (d) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.
- (e) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.
- (f) The terms “Outstanding Principal Balance” and “Due and Payable Amount” (as they are used in the Terms and Conditions, including without limitation, the definitions of “Cash Settlement Amount” and “Quotation Amount”), when used in connection with Qualifying Guarantees are to be interpreted to be the then “Outstanding Principal Balance” or “Due and Payable Amount”, as applicable, of the Underlying Obligation which is supported by a Qualifying Guarantee.
- (g) The provisions of this Credit Linked Condition 5 will apply in respect of the definitions of “Obligation” and “Deliverable Obligation” as the context admits.

6 SUCCESSION EVENT

6.1 Single Reference Entity

Where the Certificates are Single Reference Entity CLCs and a Succession Event has occurred and more than one Successor has been identified (each a **Successor Reference Entity**):

- (a) each Successor Reference Entity will be a Reference Entity for the purposes of each Credit Linked Certificate;
- (b) in respect of each Successor Reference Entity, the Floating Rate Payer Calculation Amount will be the Floating Rate Payer Calculation Amount applicable to the original Reference Entity divided by the number of Successor Reference Entities; and
- (c) all other terms and conditions of the original Credit Linked Certificates will be replicated in each deemed new Credit Linked Certificate except to the extent that modification is required, as determined by the

Calculation Agent in its sole discretion, to preserve the economic effects of the original Credit Linked Certificates in the deemed new Credit Linked Certificates (considered in the aggregate).

6.2 Nth-to-Default CLCs

Where the Certificates are Nth-to-Default CLCs:

- (a) where a Succession Event has occurred in respect of a Reference Entity (other than a Reference Entity in respect of which a Credit Event has occurred) and more than one Successor has been identified, each Credit Linked Certificate will be deemed for all purposes to have been divided into a number of new Credit Linked Certificates equal to the number of Successors. Each such new Credit Linked Certificate shall include a Successor and each and every one of the Reference Entities unaffected by such Succession Event and the provisions of Credit Linked Conditions 6.1(a) to (c) (inclusive) shall apply thereto;
- (b) if “Substitution” is specified as not being applicable in the Final Terms, where any Reference Entity (the **Surviving Reference Entity**) (other than a Reference Entity that is subject to the Succession Event) would be a Successor to any other Reference Entity (the **Legacy Reference Entity**) pursuant to a Succession Event, such Surviving Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity; and
- (c) if “Substitution” is specified as being applicable in the Final Terms, where the Surviving Reference Entity (other than a Reference Entity that is subject to the Succession Event) would be a Successor to a Legacy Reference Entity pursuant to a Succession Event:
 - (i) such Surviving Reference Entity shall be deemed not to be a Successor to the Legacy Reference Entity; and
 - (ii) the Replacement Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity. For the avoidance of doubt, the deemed new Credit Linked Certificates will continue to be represented by the original Credit Linked Certificates.

6.3 Linear Basket CLCs

Where the Credit Linked Certificates are Linear Basket CLCs, and one or more Successors have been identified in respect of a Reference Entity that has been the subject of a related Succession Event (the **Affected Entity**):

- (a) the Affected Entity will no longer be a Reference Entity (unless it is a Successor as described in paragraph (b) below);
- (b) each Successor will be deemed a Reference Entity (in addition to each Reference Entity which is not an Affected Entity);
- (c) the Floating Rate Payer Calculation Amount for each such Successor will equal the Floating Rate Payer Calculation Amount of the Affected Entity divided by the number of Successors; and
- (d) the Calculation Agent may, at its discretion, make any modifications to the terms of the Certificates which may be required to preserve the economic effects of the Certificates prior to the Succession Event (considered in the aggregate).

6.4 Substitute Reference Obligations

Where:

- (a) a Reference Obligation is specified in the applicable Final Terms;
- (b) one or more Successors to the Reference Entity have been identified; and
- (c) any one or more such Successors have not assumed the Reference Obligation,

a Substitute Reference Obligation will be determined by the Calculation Agent in accordance with the definition of “Substitute Reference Obligation”.

7 PROVISIONS RELATING TO LPN REFERENCE ENTITIES

The following provisions shall apply if the applicable Final Terms provide that “LPN Reference Entity” is applicable:

- (a) Multiple Holder Obligation will not be applicable with respect to any Reference Obligation and any Underlying Loan;
- (b) each Reference Obligation will be an Obligation notwithstanding anything to the contrary in these Credit Linked Conditions, and in particular, that the obligation is not an obligation of the Reference Entity;
- (c) each Reference Obligation will be a Deliverable Obligation notwithstanding anything to the contrary in these Credit Linked Conditions, and in particular, that the obligation is not an obligation of the Reference Entity;
- (d) with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the outstanding principal balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation; and
- (e) the “Not Subordinated” Obligation Characteristic and Deliverable Obligation Characteristic shall be construed as if no Reference Obligation was specified in respect of the Reference Entity.

8 RESTRUCTURING CREDIT EVENT

8.1 Multiple Credit Event Notices

Upon the occurrence of a Restructuring Credit Event with respect to a Reference Entity for which Restructuring is an applicable Credit Event and either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the Final Terms:

- (a) the Calculation Agent may deliver multiple Credit Event Notices with respect to such Restructuring Credit Event, each such notice setting forth the amount of the relevant Floating Rate Payer Calculation Amount to which such Restructuring Credit Event applies (the **Exercise Amount**) provided that if the Credit Event Notice does not specify an Exercise Amount, the then outstanding Floating Rate Payer Calculation Amount (and not a portion thereof) will be deemed to have been specified as the Exercise Amount;
- (b) the provisions of these Credit Linked Conditions shall be deemed to apply to an aggregate outstanding nominal amount equal to the Exercise Amount only and all the provisions shall be construed accordingly; and
- (c) the Exercise Amount in connection with a Credit Event Notice describing a Restructuring must be an amount that is at least 1,000,000 units of the Specified Currency (or, if Japanese Yen, 100,000,000 units) in which the Floating Rate Payer Calculation Amount is denominated or any integral multiple thereof or the entire relevant Floating Rate Payer Calculation Amount.

In the case of an Nth-to-Default CLC, once the Conditions to Settlement have been satisfied in respect of the Nth Reference Entity where the Credit Event is a Restructuring Credit Event, no further Credit Event Notices may be delivered in respect of any other Reference Entity (save to the extent that the Credit Linked Certificates are deemed to have been divided into new Credit Linked Certificates pursuant to Credit Linked Condition 6 (*Succession Event*)).

If any Credit Linked Certificate is subject to partial redemption in accordance with this Credit Linked Condition 8, the relevant Credit Linked Certificate or, if the Credit Linked Certificates are represented by a Global Certificate, such Global Certificate shall be endorsed to reflect such partial redemption.

This Credit Linked Condition 8 shall not be applicable in respect of a Reference Entity for which Restructuring is an applicable Credit Event and neither “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” nor “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the applicable Final Terms.

8.2 Restructuring Maturity Limitation and Fully Transferable Obligation

In respect of any Reference Entity for which Restructuring is an applicable Credit Event, if “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” is specified in the applicable Final Terms, and Restructuring is the only Credit Event specified in a Credit Event Notice, then a Deliverable Obligation or, as applicable, Valuation Obligation, may be specified in a Notice of Physical Settlement, any NOPS Amendment Notice or, as applicable, selected by the relevant Issuer to form part of the related Valuation Obligations Portfolio only if it:

- (a) is a Fully Transferable Obligation; and
- (b) has a final maturity date not later than the Restructuring Maturity Limitation Date.

8.3 Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable

In respect of any Reference Entity for which Restructuring is an applicable Credit Event, if “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the applicable Final Terms, and Restructuring is the only Credit Event specified in a Credit Event Notice, then a Deliverable Obligation or, as applicable, Valuation Obligation, may be specified in the Notice of Physical Settlement, any NOPS Amendment Notice or, as applicable, selected by the relevant Issuer to form part of the related Valuation Obligations Portfolio, only if it:

- (a) is a Conditionally Transferable Obligation; and
- (b) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date.

In the event that the requisite consent in relation to a Deliverable Obligation which is a Conditionally Transferable Obligation is refused (whether or not a reason is given for such refusal and, where a reason is given for such refusal, regardless of that reason) or is not received by the Physical Settlement Date, the relevant Issuer shall, as soon as reasonably practicable, notify the relevant Certificateholders of such refusal (or deemed refusal) and:

- (x) each such Certificateholder may designate a third party (which may or may not be an Affiliate of such Certificateholder) to take Delivery of the Deliverable Obligation on its behalf; and
- (y) if a Certificateholder does not designate a third party that takes Delivery on or prior to the date which is three (3) CLC Business Days after the Physical Settlement Date, then the relevant Issuer will redeem the Certificates which have not been Delivered by payment of the relevant Partial Cash Settlement Amount to such Certificateholder. Credit Linked Condition 4.4 (*Aggregation and Rounding*) shall not apply to this sub-paragraph.

8.4 Multiple Holder Obligations

Notwithstanding anything to the contrary in the definition of “Restructuring” and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in sub-paragraphs (a)(i) to (v) (inclusive) thereof shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple

Holder Obligation, provided that any obligation that is a Bond shall be deemed to satisfy the requirements of subparagraph (b) of the definition of “Multiple Holder Obligation”.

9 MISCELLANEOUS PROVISIONS RELATING TO CREDIT LINKED CERTIFICATES

9.1 Determinations of the Calculation Agent

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Credit Linked Conditions shall be final and binding on the relevant Issuer, the Guarantor (if applicable) and the Certificateholders in accordance with the General Conditions. In performing its duties pursuant to the Credit Linked Certificates, the Calculation Agent shall act in its sole and absolute discretion and, unless otherwise expressly stated in these Credit Linked Conditions, is not bound to follow or act in accordance with any determination of the relevant Credit Derivatives Determination Committee. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. If the Calculation Agent chooses to rely on the determinations of the relevant Credit Derivatives Determinations Committee it may do so without liability. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Credit Linked Certificates including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent, the relevant Issuer or the Guarantor (if applicable) shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

9.2 Change in Standard Terms and Market Conventions

The Calculation Agent, acting reasonably, may amend these Credit Linked Conditions from time to time to the extent that it determines necessary in order to ensure consistency with prevailing market standards or market trading conventions (as established pursuant to the agreement of the leading dealers in the credit derivatives market or any relevant committee established by ISDA, a market-wide protocol, any applicable law or regulation or the rules of any applicable exchange or clearing system) that would be or are applicable to any Notional Credit Derivative Transaction or Hedge Transaction from time to time. The Calculation Agent may not, without the consent of the relevant Issuer amend pursuant to this Credit Linked Condition 9.2 any of the terms and conditions of the Credit Linked Certificates other than to the extent necessary to give effect to the relevant change(s). The Calculation Agent shall notify the relevant Issuer and the Certificateholders as soon as reasonably practicable upon making any such amendment.

9.3 Delivery of Notices

As soon as reasonably practicable after receiving a Credit Event Notice or Notice of Publicly Available Information from the Calculation Agent, the relevant Issuer shall inform, or shall procure that the Calculation Agent informs the Certificateholders in accordance with General Condition 11 (*Notices*). Resolutions of the Credit Derivatives Determinations Committee are, as of the date hereof, available on ISDA’s website (www.isda.org/credit).

9.4 Effectiveness of Notices

Any notice referred to in Credit Linked Condition 9.3 (*Delivery of Notices*) above which is delivered at or prior to 5:00 p.m. (London time) on a London Business Day is effective on such date and if delivered after such time or on a day that is not a London Business Day, is deemed effective on the next following London Business Day.

10 DEFINITIONS

In these Credit Linked Conditions:

Accelerated or Matured means an obligation under which the total amount owed, whether at maturity, by reason of acceleration, upon termination or otherwise (other than amounts in respect of default interest, indemnities, tax gross-ups and other similar amounts), is, or on, or prior to the Delivery Date will be, due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws.

Accreted Amount means, with respect to an Accreting Obligation, an amount equal to:

- (a) the sum of:
 - (i) the original issue price of such obligation; and
 - (ii) the portion of the amount payable at maturity that has accreted in accordance with the terms of the obligation (or as otherwise described below), less
- (b) any cash payments made by the obligor thereunder that, under the terms of such obligation, reduce the amount payable at maturity (unless such cash payments have been accounted for in paragraph (a)(ii) above),
 - in each case calculated as of the earlier of:
 - (A) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal; and
 - (B) the Delivery Date or applicable Valuation Date, as the case may be.

Such Accreted Amount shall include any accrued and unpaid periodic cash interest payments (as determined by the Calculation Agent) only if “Include Accrued Interest” is specified as being applicable in the applicable Final Terms. If an Accreting Obligation is expressed to accrete pursuant to a straight-line method or if such Obligation’s yield to maturity is not specified in, nor implied from, the terms of such Obligation, then, for the purposes of paragraph (a)(ii) above, the Accreted Amount shall be calculated using a rate equal to the yield to maturity of such Obligation. Such yield shall be determined on a semi-annual bond equivalent basis using the original issue price of such obligation and the amount payable at the scheduled maturity of such obligation, and shall be determined as of the earlier of (x) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal and (y) the Delivery Date or applicable Valuation Date, as the case may be. The Accreted Amount shall exclude, in the case of a Convertible Obligation or an Exchangeable Obligation, any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities into which such obligation is convertible or exchangeable.

Accreting Obligation means any obligation (including, without limitation, a Convertible Obligation or an Exchangeable Obligation) the terms of which expressly provide for an amount payable upon acceleration equal to the original issue price (whether or not equal to the face amount thereof) plus an additional amount or amounts (on account of original issue discount or other accruals of interest or principal not payable on a periodic basis) that will or may accrete, whether or not:

- (a) payment of such additional amounts is subject to a contingency or determined by reference to a formula or index; or
- (b) periodic cash interest is also payable.

Additional Disruption Event means any of Change in Law, Hedging Disruption, and/or Increased Cost of Hedging, in each case if specified as applying in the applicable Final Terms.

Additional LPN means any LPN issued by an LPN Issuer, for the sole purpose of providing funds for the LPN Issuer to provide financing to the Reference Entity via an:

- (a) Underlying Loan; or
 - (b) Underlying Finance Instrument:
- provided that:
- (i) either:
 - (A) in the event that there is an Underlying Loan with respect to such LPN, the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity; or
 - (B) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics;
 - (ii) the LPN satisfies the following Deliverable Obligation Characteristics: Transferable, Not Bearer, Specified Currencies – Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and
 - (iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of holders of the LPNs.

Additional Obligation means each of the obligations listed as an Additional Obligation of the Reference Entity in the relevant “LPN Reference Obligation List” as published by Markit Group Limited, or any successor thereto, which list is currently available online on the Markit Group Limited website.

Additional Provisions means any additional provisions from time to time published by ISDA for use in the over the counter credit derivatives market and specified as applicable in relation to a Reference Entity which may include:

- (a) the Additional Provisions for Physically Settled Default Swaps - Monoline Insurer as Reference Entity, as published by ISDA on 21 January 2005; or
- (b) the Additional Provisions for Fixed Recovery CDS Transactions, as published by ISDA on 24 September 2010; or
- (c) any other provisions specified in relation to such Reference Entity.

Affected Entity has the meaning given to such term in Credit Linked Condition 6.3 (*Linear Basket CLCs*).

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

Assignable Loan means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if a Reference Entity is guaranteeing such Loan) or any agent, and if specified as applicable to a Deliverable Obligation Category, the Assignable Loan Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Loans.

Auction has the meaning set forth in the relevant Transaction Auction Settlement Terms.

Auction Cancellation Date has the meaning set forth in the Transaction Auction Settlement Terms.

Auction Covered Transaction has the meaning set forth in the Transaction Auction Settlement Terms.

Auction Final Price has the meaning set forth in the Transaction Auction Settlement Terms or the Parallel Auction Settlement Terms identified by the relevant Issuer in the Auction Settlement Amount Notice or, for the purposes of determining a Hedge Disruption Event, in the Notice of Physical Settlement, as the case may be.

Auction Final Price Determination Date has the meaning set forth in the Transaction Auction Settlement Terms.

Auction Settlement means the settlement method in accordance with Credit Linked Condition 2.2(a).

Auction Settlement Amount means, in relation to any Reference Entity, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

$$\text{Auction Settlement Amount} = \text{Max} [0; N \times (1-R)]$$

where:

“**N**” means the Floating Rate Payer Calculation Amount or the Exercise Amount, as the case may be; and

“**R**” means the relevant Auction Final Price.

Auction Settlement Amount Notice means a notice given by the relevant Issuer to the Calculation Agent and the Certificateholders in accordance with General Condition 11 (*Notices*) on or prior to the date which is 65 Business Days following the Final List Publication Date specifying:

- (a) the Transaction Auction Settlement Terms or Parallel Auction Settlement Terms which the relevant Issuer has elected to apply to the Credit Linked Certificates (provided that the relevant Issuer may only elect to apply any Parallel Auction Settlement Terms (which it may choose in its sole discretion) in the circumstances set out in subparagraph (b) of the definition of “No Auction Announcement Date”); and
- (b) the Auction Settlement Amount.

Auction Settlement Date means either:

- (a) if “Settlement at Maturity” is specified as “Applicable” in the applicable Final Terms, or if neither “Applicable” or “Not Applicable” is specified, the later of (i) the Scheduled Redemption Date and (ii) five (5) Business Days after determination of the Auction Final Price; or
- (b) if “Settlement at Maturity” is specified as Not Applicable in the Final Terms, the date that is five (5) Business Days following the determination of the Auction Final Price.

Bankruptcy means a Reference Entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition:

- (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or
- (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in sub-paragraphs (a) to (g) (inclusive) above.

Best Available Information means:

- (a) in the case of a Reference Entity which files information with its primary securities regulator or primary stock exchange that includes unconsolidated, pro forma financial information which assumes that the relevant Succession Event has occurred or which provides such information to its shareholders, creditors or other persons whose approval of the Succession Event is required, that unconsolidated, pro forma financial information and, if provided subsequently to the provision of unconsolidated, pro forma financial information but before the Calculation Agent or the Credit Derivatives Determinations Committee makes its determination for the purposes of the definition of “Successor”, other relevant information that is contained in any written communication provided by the Reference Entity to its primary securities regulator, primary stock exchange, shareholders, creditors or other persons whose approval of the Succession Event is required; or
- (b) in the case of a Reference Entity which does not file with its primary securities regulators or primary stock exchange, and which does not provide to shareholders, creditors or other persons whose approval of the Succession Event is required, the information contemplated in paragraph (a) above, the best publicly available information at the disposal of the Calculation Agent or the Credit Derivatives Determinations Committee to allow it to make a determination for the purposes of the definition of **Successor**,

provided that information which is made available more than fourteen calendar days after the legally effective date of the Succession Event shall not constitute “Best Available Information”.

Bond means any obligation of a type included in the “Borrowed Money” Obligation Category that is in the form of, or represented by, a bond, Certificate (other than Certificates delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money obligation.

Bond or Loan means any obligation that is either a Bond or a Loan.

Borrowed Money means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit).

Capped Reference Entity means a Reference Entity specified as such in the applicable Final Terms.

Cash Settlement means the settlement method in accordance with Credit Linked Condition 2.2(c).

Cash Settlement Amount means, in relation to any Reference Entity, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

$$\text{Cash Settlement Amount} = \text{Max } [0; N \times (1-R)]$$

where:

“**N**” means the Floating Rate Payer Calculation Amount or the Exercise Amount, as the case may be; and

“**R**” means (i) the Weighted Average Final Price, or (ii) if so specified in the applicable Final Terms or in the case of Fixed Recovery CLCs, the Final Price.

Cash Settlement Date means either:

- (a) if “Settlement at Maturity” is specified as “Applicable” in the applicable Final Terms, or if neither “Applicable” or “Not Applicable” is specified, the later of (i) the Scheduled Redemption Date and (ii) five (5) Business Days after calculation of the Final Price;
- (b) if “Settlement at Maturity” is specified as “Not Applicable” in the applicable Final Terms, the date that is the number of Business Days specified in the applicable Final Terms (or, if a number of Business Days is not specified, five (5) Business Days) immediately following the determination of the Weighted Average Final Price; or
- (c) if the Credit Linked Certificates are Fixed Recovery CLCs, the date that falls five (5) Business Days immediately following the Event Determination Date.

Change in Law means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority), or the combined effect thereof if occurring more than once, the relevant Issuer determines in its sole and absolute discretion that:

- (a) it is unable to perform its obligations in respect of the Certificates or it has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Certificates; or
- (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in maintaining the Certificates in issue or in holding, acquiring or disposing of any relevant hedge positions of the Certificates.

CIA Type 1 has the meaning set out in Credit Linked Condition 3.1(a).

CIA Type 2 has the meaning set out in Credit Linked Condition 3.1(b).

CLC Business Day means, in respect of any Reference Entity, a day on which commercial banking and foreign exchange markets are generally open to settle payments in the place or places specified for that purpose with respect to such Reference Entity, a TARGET2 Settlement Day (if “TARGET2 Settlement Day” is specified in the applicable Final Terms for that purpose, or, if a place or places are not so specified, a day on which commercial banks and foreign exchange markets are generally open to settlement payments in the jurisdiction of the currency of the related Floating Rate Payer Calculation Amount).

CLC Dealer means (a) a dealer in obligations of the type of Obligation(s) (as the case may be) for which quotations are to be obtained (as selected by the Calculation Agent) and may include the Calculation Agent or its Affiliate and a Certificateholder or its Affiliate or (b) such other dealer specified as such in the applicable Final Terms.

Conditionally Transferable Obligation means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if a Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of “Conditionally Transferable Obligation”.

For purposes of determining whether a Deliverable Obligation satisfies the requirements of the definition of “Conditionally Transferable Obligation”, such determination shall be made as of the Delivery Date for the Deliverable Obligation, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the relevant Issuer or the Guarantor (if applicable).

Conditions to Settlement means, in relation to any Reference Entity:

- (a) the occurrence of an Event Determination Date; and
- (b) where the applicable Settlement Method is Physical Settlement (or Physical Settlement is applicable as the Fallback Settlement Method), the delivery of the Notice of Physical Settlement on or following the occurrence of an Event Determination Date,

to the extent that, unless otherwise elected by the relevant Issuer by written notice to the Calculation Agent and the Certificateholders, such Event Determination Date is not subsequently reversed prior to the Auction Final Price Determination Date, a Valuation Date, a Delivery Date or the Redemption Date, as applicable.

Consent Required Loan means a Loan that is capable of being assigned or novated with the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if a Reference Entity is guaranteeing such Loan) or any agent, and, if specified as applicable to a Deliverable Obligation Category, the Consent Required Loan Deliverable Obligation Characteristic shall be applicable only in respect of obligations within the Deliverable Obligation Category that are Loans.

Convertible Obligation means any obligation that is convertible, in whole or in part, into Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

Credit Derivatives Auction Settlement Terms means, in relation to any Reference Entity, the Credit Derivatives Auction Settlement Terms published by ISDA, in accordance with the Rules, with respect to such Reference Entity, a form of which will be published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as may be amended from time to time in accordance with the Rules.

Credit Derivatives Definitions means the 2003 ISDA Credit Derivatives Definitions, as published by ISDA, as supplemented by the July 2009 Supplement and, in addition, if Additional Provisions are specified to be applicable with respect to the Credit Linked Certificates in the applicable Final Terms, as supplemented by the Additional Provisions.

Credit Derivatives Determinations Committee means each committee established by ISDA for purposes of reaching certain DC Resolutions in connection with credit derivative transactions in the over-the-counter market, as more fully described in the Rules.

Credit Event means the occurrence of one or more of Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium or Restructuring as specified with respect to a Reference Entity in the applicable Final Terms.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

- (a) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;
- (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;
- (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

Credit Event Backstop Date means (a) the Trade Date or (b) the date falling 60 calendar days prior to the Trade Date, in each case as specified in the applicable Final Terms. If the Credit Event Backstop Date is not specified in the applicable Final Terms, such date shall be the date falling 60 calendar days prior to the Trade Date. In each case, the Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

Credit Event Notice means an irrevocable notice from the Calculation Agent (which may be in writing (including by facsimile and/or email and/or by telephone) to the relevant Issuer that describes a Credit Event that occurred on or after the Credit Event Backstop Date (determined by reference to the Relevant Time) and on or prior to the Extension Date (determined by reference to the Relevant Time). A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred, provided that where an Event Determination Date has occurred pursuant to sub-paragraph (b) of the definition thereof, a reference to the relevant DC Credit Event Announcement shall suffice. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective.

Credit Event Resolution Request Date means, with respect to a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve:

- (a) whether an event that constitutes a Credit Event has occurred with respect to the relevant Reference Entity or Obligation thereof; and
- (b) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred, the date of the occurrence of such event,

the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the first date on which such notice was effective and on which the relevant Credit Derivatives Determinations Committee was in possession, in accordance with the Rules, of Publicly Available Information with respect to the DC Resolutions referred to in sub-paragraphs (a) and (b) above.

Currency Amount means with respect to:

- (a) a Deliverable Obligation specified in a Notice of Physical Settlement or a selected Valuation Obligation that is denominated in a currency other than the Settlement Currency, an amount converted to the Settlement Currency using a conversion rate determined by reference to the Currency Rate; and
- (b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, an amount converted to the Settlement Currency (or, if applicable, back into the Settlement Currency) using a conversion rate determined by reference to the Currency Rate, if any, and each Revised Currency Rate used to convert each Replaced Deliverable Obligation Outstanding Amount specified in each NOPS Amendment Notice with respect to that portion of the relevant Reference Entity Credit Position into the currency of denomination of the relevant Replacement Deliverable Obligation.

Currency Rate means with respect to:

- (a) a Deliverable Obligation specified in the Notice of Physical Settlement or a selected Valuation Obligation, the rate of conversion between the Settlement Currency and the currency in which the Outstanding Amount of such Deliverable Obligation is denominated that is either:
 - (i) determined by reference to the Currency Rate Source as at the Next Currency Fixing Time; or
 - (ii) if such rate is not available at such time, determined by the Calculation Agent in a commercially reasonable manner after consultation with the parties; and
- (b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the Revised Currency Rate.

Currency Rate Source means the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee.

DC Credit Event Announcement means, with respect to a Reference Entity, a public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved that:

- (a) an event that constitutes a Credit Event has occurred with respect to such Reference Entity (or an Obligation thereof); and
- (b) such event occurred on or after the Credit Event Backstop Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign, Tokyo time)) and on or prior to the Extension Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign, Tokyo time)).

A DC Credit Event Announcement will be deemed not to have occurred unless:

- (i) the Credit Event Resolution Request Date with respect to such Credit Event occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date, unless “Prior to Issue Date” is specified in the applicable Final Terms, in which case this will be including prior to the Issue Date); and
- (ii) the Trade Date occurs on or prior to the Exercise Cut-off Date.

DC No Credit Event Announcement means, with respect to a Reference Entity, a public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved, following a Credit Event Resolution Request Date, that the event that is the subject of the notice to ISDA resulting in the occurrence of such Credit Event Resolution Request Date does not constitute a Credit Event with respect to such Reference Entity (or an Obligation thereof).

DC Resolution has the meaning given to that term in the Rules.

Default Requirement means the amount as may be specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Default Requirement is not so specified in the applicable Final Terms, U.S.\$ 10,000,000, or its equivalent in the relevant Obligation Currency, in either case as of the occurrence of the relevant Credit Event.

Deliver means to deliver, novate, transfer (including, in the case of a Qualifying Guarantee, transfer of the benefit of the Qualifying Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Deliverable Obligations specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, to the relevant Issuer or the Certificateholders, as the case may be, free and clear of any and all liens, charges, claims or encumbrances (including, without limitation, any counterclaim, defence (other than a counterclaim or defence as set out in the definition of “Credit Event”) or right of set-off by or of the Reference Entity or, as applicable, an Underlying Obligor) provided that to the extent that the Deliverable Obligations consist of Direct Loan Participations, “Deliver” means to create (or procure the creation of) a participation in favour of the relevant Issuer or the Certificateholders, as the case may be, and to the extent that the Deliverable Obligations consist of Qualifying Guarantees, “Deliver” means to Deliver both the Qualifying Guarantee and the Underlying Obligation. “Delivery” and “Delivered” will be construed accordingly.

In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time. Notwithstanding the previous sentence, in the case of a Loan, the relevant Issuer and each Certificateholder agrees to comply, for the purposes of the settlement of the Credit Linked Certificates with the provisions of any documentation (which term shall be deemed to include any market advisory that the relevant Credit Derivatives Determinations Committee Resolves to approve for such purpose) that the relevant Credit Derivatives Determinations Committee Resolves constitutes documentation customarily used in the relevant market for Delivery of such Loan at that time, as such documentation may be amended to the extent the relevant Credit Derivatives Determinations Committee Resolves is appropriate, which is consistent with the delivery and payment obligations of the parties hereunder. The relevant Issuer agrees, and each Certificateholder is deemed to further agree, that compliance by the relevant Issuer with the provisions of any such documentation shall be required for, and, without further action, constitute, Delivery for the purposes of this definition (to the extent that such documentation contains provisions describing how Delivery should be effected) and neither the relevant Issuer nor any Certificateholder shall be permitted to request that any party take nor shall the relevant Issuer or any Certificateholder be required to take, any action or make any payment in connection with such Delivery, as applicable, unless otherwise contemplated by such documentation.

Deliverable Obligation means, subject to Credit Linked Conditions 8.1 (*Multiple Credit Event Notices*), 8.2 (*Restructuring Maturity Limitation and Fully Transferable Obligation*) and 8.3 (*Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable*):

- (a) each obligation of a Reference Entity (either directly, or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in the applicable Final Terms with respect thereto, as provider of any Qualifying Guarantee) described by the Deliverable Obligation Category, and, subject to Credit Linked Condition 5 (*Provisions relating to Obligation Category and Characteristics and Deliverable Obligation Category and Characteristics*), having each of the Deliverable Obligation Characteristics, if any, in each case, as of the Delivery Date (but excluding any Excluded Deliverable Obligation) that:
 - (i) is payable in an amount equal to its Outstanding Principal Balance or Due and Payable Amount, as applicable;
 - (ii) is not subject to any counterclaim, defence (other than as set out in the definition of “Credit Event”) or right of set-off by or of a Reference Entity or any applicable Underlying Obligor; and

- (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the Delivery Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the Outstanding Principal Balance or Due and Payable Amount being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement;
- (b) subject to the last paragraph of the definition of “Not Contingent”, each Reference Obligation, unless specified in the applicable Final Terms as an Excluded Deliverable Obligation;
- (c) solely in relation to a Restructuring Credit Event applicable to a Sovereign Reference Entity, any Sovereign Restructured Deliverable Obligation (but excluding any Excluded Deliverable Obligation) that:
 - (i) is payable in an amount equal to its Outstanding Principal Balance or Due and Payable Amount, as applicable;
 - (ii) is not subject to any counterclaim, defence (other than as set out in the definition of “Credit Event”) or right of set-off by or of a Reference Entity or any applicable Underlying Obligor; and
 - (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, as at the Delivery Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the Outstanding Principal Balance or Due and Payable Amount being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement; and
- (d) any other obligation of a Reference Entity specified as such in the applicable Final Terms.

Deliverable Obligation Category means one of Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan as specified in relation to a Reference Entity in the applicable Final Terms. If any of Payment, Borrowed Money, Loan or Bond or Loan is specified as the Deliverable Obligation Category and more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified as Deliverable Obligation Characteristics, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics. No Deliverable Obligation Characteristics are applicable to Reference Obligations Only.

Deliverable Obligation Characteristics means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer as specified in the applicable Final Terms.

Deliverable Obligation Provisions, in relation to any Reference Entity, has the meaning set forth in the Credit Derivatives Auction Settlement Terms.

Deliverable Obligation Terms, in relation to any Reference Entity, has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

Delivery Date means, with respect to a Deliverable Obligation, the date such Deliverable Obligation is Delivered.

Direct Loan Participation means a Loan in respect of which, pursuant to a participation agreement, the relevant Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Certificateholder that provides each Certificateholder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Certificateholder and either:

- (a) the relevant Issuer or the Guarantor (as applicable) (in either case, to the extent that the relevant Issuer or the Guarantor (as applicable), is then a lender or member of the relevant lending syndicate); or
- (b) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate).

Domestic Currency means the currency specified as such in relation to a Reference Entity and any successor currency. If no currency is so specified, the Domestic Currency shall be the lawful currency and any successor currency of:

- (a) the relevant Reference Entity, if the Reference Entity is a Sovereign; or
- (b) the jurisdiction in which the relevant Reference Entity is organised, if the Reference Entity is not a Sovereign.

In no event shall Domestic Currency include any successor currency if such successor currency is the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro (or any successor currency to any such currency).

Downstream Affiliate means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

Due and Payable Amount means the amount that is due and payable under (and in accordance with the terms of) a Deliverable Obligation on the Delivery Date, whether by reason of acceleration, maturity, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts).

Eligible Transferee means each of the following:

- (a) each of:
 - (i) any bank or other financial institution;
 - (ii) an insurance or reinsurance company;
 - (iii) a mutual fund, unit trust or similar collective investment vehicle (other than an entity specified in sub-paragraph (c)(i) below); and
 - (iv) a registered or licensed broker or dealer (other than a natural person or proprietorship), provided, however, in each case that such entity has total assets of at least U.S.\$ 500 million;
- (b) an Affiliate of an entity specified in sub-paragraph (a) above;
- (c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:
 - (i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that:
 - (A) has total assets of at least U.S.\$ 100 million; or
 - (B) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least U.S.\$ 100 million; or
 - (ii) that has total assets of at least U.S.\$ 500 million; or
 - (iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in sub-paragraph (a), (b), (c)(ii) or (d) hereof; and
- (d) a Sovereign, Sovereign Agency or Supranational Organisation,

and where references in this definition to U.S.\$ include equivalent amounts in other currencies.

Enabling Obligation means, in respect of a Reference Entity, an outstanding Deliverable Obligation that:

- (a) is a Fully Transferable Obligation or a Conditionally Transferable Obligation, as applicable, and
- (b) has a final maturity date occurring on or prior to the Scheduled Redemption Date and following the Limitation Date immediately preceding the Scheduled Redemption Date (or, in circumstances where the Scheduled Redemption Date occurs prior to the 2.5-year Limitation Date, following the final maturity date of the Latest Maturity Restructured Bond or Loan, if any).

Equity Securities means:

- (a) in the case of a Convertible Obligation, equity securities (including options and warrants) of the issuer of such obligation or depositary receipts representing equity securities of the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time; and
- (b) in the case of an Exchangeable Obligation, equity securities (including options and warrants) of a person other than the issuer of such obligation or depositary receipts representing those equity securities of a person other than the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time.

Escrow means, if Escrow is specified in relation to a Reference Entity as applicable, either the relevant Issuer or any Certificateholder may require that physical settlement take place through the use of an Escrow Agent (in the case of any such request by a Certificateholder, solely in relation to the Certificates held by such Certificateholder). Any costs or expenses incurred in connection with establishing such escrow arrangement shall be borne by the relevant Certificateholder.

Escrow Agent means an independent third party financial institution (a) specified by the relevant Issuer prior to the Physical Settlement Date or (b) specified in the applicable Final Terms, in each case subject to the terms of the escrow arrangement.

Event Determination Date means, in respect of any Credit Event:

- (a) subject to sub-paragraph (b) below, if neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred, the first date on which both the Credit Event Notice and, if Notice of Publicly Available Information is specified as a Condition to Settlement, the Notice of Publicly Available Information are delivered by the relevant Issuer to the Calculation Agent and the Certificateholders and are effective during either:
 - (i) the Notice Delivery Period; or
 - (ii) the period from, and including, the day on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in sub-paragraphs (a) and (b) of the definition of “Credit Event Resolution Request Date” to and including, the date that is fifteen Business Days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date, if specified in the applicable Final Terms and if not, including prior to the Issue Date)); or
- (b) notwithstanding sub-paragraph (a) above, if a DC Credit Event Announcement has occurred, the Credit Event Resolution Request Date, provided that:
 - (i) no Physical Settlement Date or Cash Settlement Date (as applicable) has occurred on or prior to the date on which the DC Credit Event Announcement occurs;

- (ii) if any Valuation Date or Delivery Date, as applicable, has occurred as of the date on which the DC Credit Event Announcement occurs, an Event Determination Date shall be deemed to have occurred only with respect to the portion of the Floating Rate Payer Calculation Amount, if any, with respect to which no Valuation Date or Delivery Date, as applicable, has occurred; and
- (iii) no Credit Event Notice specifying a Restructuring as the only Credit Event has previously been delivered by the Calculation Agent to the relevant Issuer:
 - (x) unless the Restructuring stated in such Credit Event Notice is also the subject of the notice to ISDA resulting in the occurrence of the Credit Event Resolution Request Date; or
 - (y) unless, and to the extent that, the Exercise Amount specified in any such Credit Event Notice was less than the then outstanding Floating Rate Payer Calculation Amount; and
- (iv) if the Credit Event that is the subject of the DC Credit Event Announcement is a Restructuring, the Calculation Agent has delivered a Credit Event Notice to the relevant Issuer on or prior to the Exercise Cut-off Date.

No Event Determination Date will occur, and any Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, a DC No Credit Event Announcement occurs with respect to the event that, but for such DC No Credit Event Announcement, would have constituted a Credit Event prior to the Auction Final Price Determination Date, a Valuation Date, the Physical Settlement Date (or, if earlier, a Delivery Date) or the Scheduled Redemption Date, as applicable.

Exchangeable Obligation means any obligation that is exchangeable, in whole or in part, for Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

Excluded Deliverable Obligation means any obligation of a Reference Entity specified as such in the applicable Final Terms or of a type described as such in relation thereto in the applicable Final Terms.

Excluded Obligation means any obligation of a Reference Entity specified as such in the applicable Final Terms or of a type described as such in relation thereto in the applicable Final Terms.

Exercise Amount has the meaning set out in Credit Linked Condition 8.1 (*Multiple Credit Event Notices*).

Exercise Cut-off Date means the date that is the later of:

- (a) 65 Business Days following the Final List Publication Date;
- (b) fifteen CLC Business Days following the Auction Final Price Determination Date, if any;
- (c) fifteen CLC Business Days following the Auction Cancellation Date, if any; or
- (d) the date that is fifteen CLC Business Days following the No Auction Announcement Date, if any.

Extended Physical Settlement Date means:

- (a) in the case of a Capped Reference Entity, the 60th CLC Business Day following the Physical Settlement Date, provided that if, under the terms of a Hedge Transaction, the Original Bonds and Original Loans, may not be received by the relevant Issuer and/or any of its Affiliates on or before the Extended Physical Settlement Date but the relevant Issuer and/or any of its Affiliates may, in accordance with the terms of the Hedge Transaction, receive or otherwise obtain such Original Bonds or such Original Loans or other Bonds or Loans in lieu thereof on or before the date falling three (3) CLC Business Days (in a case where Original Bonds may be received or otherwise obtained after the Extended Physical Settlement Date) or ten (10) CLC Business Days (in a case where

Original Loans or other Loans or Bonds in lieu thereof may be received or otherwise obtained after the Extended Physical Settlement Date) after the Extended Physical Settlement Date, such date may be further extended to a date falling up to three (3) CLC Business Days or ten (10) CLC Business Days, respectively, after the original Extended Physical Settlement Date, or to such earlier date as the Calculation Agent may determine, in its absolute discretion; and

- (b) in the case of a Non-Capped Reference Entity, such date as the Calculation Agent may determine in its absolute discretion, provided that such date falls no later than the 120th CLC Business Day following the Physical Settlement Date or, in the absence of such determination, such 120th CLC Business Day.

Extension Date means the latest of:

- (a) the Scheduled Redemption Date (or, if so specified in the applicable Final Terms, such other date falling such number of calendar or Business Days specified in the applicable Final Terms immediately preceding the Scheduled Redemption Date);
- (b) the Grace Period Extension Date if:
 - (i) Failure to Pay is an applicable Credit Event in relation to any Reference Entity;
 - (ii) Grace Period Extension is specified as applicable in relation to such Reference Entity; and
 - (iii) the relevant Issuer delivers an Extension Notice under sub-paragraph (b) of the definition thereof;
- (c) the Repudiation/Moratorium Evaluation Date if:
 - (i) Repudiation/Moratorium is an applicable Credit Event in relation to any Reference Entity; and
 - (ii) the relevant Issuer delivers an Extension Notice under sub-paragraph (c) of the definition thereof.

Extension Notice means a notice from the relevant Issuer to the Calculation Agent and the Certificateholders giving notice of the following in relation to a Reference Entity:

- (a) without prejudice to sub-paragraph (b), (c) or (d) below, that a Credit Event has occurred or may occur on or prior to the Scheduled Redemption Date; or
- (b) that a Potential Failure to Pay has occurred or may occur on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time); or
- (c) that a Potential Repudiation/Moratorium has occurred or may occur on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time); or
- (d) that a Credit Event Resolution Request Date has occurred or may occur on or prior to the last day of the Notice Delivery Period.

Failure to Pay means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure.

Fallback Settlement Event means:

- (a) an Auction Cancellation Date occurs;
- (b) a No Auction Announcement Date occurs (and in circumstances where the No Auction Announcement Date occurs pursuant to sub-paragraph (b) of the definition thereof, the relevant Issuer has not delivered an Auction Settlement Amount Notice specifying an applicable Parallel Auction Settlement Terms on or prior to the date that

is 65 Business Days following the Final List Publication Date or such earlier date as the relevant Issuer may designate by notice to the Calculation Agent and the Certificateholders in accordance with General Condition 11 (*Notices*));

- (c) ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved, following a Credit Event Resolution Request Date, not to determine whether or not an event constitutes a Credit Event for the purposes of credit derivatives transactions for such Reference Entity in the over the counter market (including any Hedge Transaction);
- (d) ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that the relevant event that has occurred constitutes a Restructuring for the purposes of credit derivatives transactions for such Reference Entity in the over the counter market (including any Hedge Transaction) and that no Auction will be held with respect to such Reference Entity and Restructuring Credit Event; or
- (e) an Event Determination Date has occurred pursuant to sub-paragraph (a) of the definition of “Event Determination Date”, and no Credit Event Resolution Request Date has occurred within three (3) Business Days of such Event Determination Date.

Fallback Settlement Method means Cash Settlement or Physical Settlement, as specified in the applicable Final Terms. If the applicable Final Terms do not specify the Fallback Settlement Method, the Fallback Settlement Method shall be Cash Settlement.

Final List has the meaning given to that term in the Rules.

Final List Publication Date means, in respect of a Credit Event, the date on which the last Final List in respect of such Credit Event is published by ISDA.

Final Price means (i) the price of the Reference Obligation and/or any Valuation Obligation and/or Undeliverable Obligation, expressed as a percentage determined in accordance with the highest Quotation obtained by the Calculation Agent (or otherwise in accordance with the definition of “Quotation”) with respect to the Relevant Valuation Date, or (ii) in the case of Fixed Recovery CLCs, an amount equal to the Fixed Recovery Percentage specified in the applicable Final Terms.

First Ranking Interest means an Interest which is expressed as being “first ranking”, “first priority”, or similar (**First Ranking**) in the document creating such Interest (notwithstanding that such Interest may not be First Ranking under any insolvency laws of any relevant insolvency jurisdiction of the LPN Issuer).

Fixed Recovery CLC means Credit Linked Certificates specified as such in the applicable Final Terms and in respect of which the Final Price is the Fixed Recovery Percentage.

Fixed Recovery Percentage means, in respect of a Fixed Recovery CLC, a percentage, in each case as specified as such in the applicable Final Terms.

Floating Rate Payer Calculation Amount means the amount in which the relevant Issuer has purchased credit protection in respect of one or more Reference Entities, as set out in the applicable Final Terms (or, if no such amount is specified, the aggregate nominal amount of the Certificates divided by the number of Reference Entities), subject to Credit Linked Condition 6 (*Succession Event*).

Full Quotation means, in accordance with the bid quotations provided by the CLC Dealers, each firm quotation (expressed as a percentage of the Outstanding Principal Balance) obtained from a CLC Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Reference Obligation, Deliverable Obligation or, as the case may be, Undeliverable Obligations with an Outstanding Principal Balance equal to the Quotation Amount.

Fully Transferable Obligation means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation other than Bonds. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of “Fully Transferable Obligation”. For purposes of determining whether a Deliverable Obligation satisfies the requirements of this definition of “Fully Transferable Obligation”, such determination shall be made as of the Delivery Date for the relevant Deliverable Obligation, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the relevant Issuer or the Guarantor (as applicable).

Governmental Authority means any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a Reference Entity or of the jurisdiction of organisation of a Reference Entity.

Grace Period means:

- (a) subject to sub-paragraphs (b) and (c) below, the applicable grace period with respect to payments under the relevant Obligation under the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;
- (b) if Grace Period Extension is specified to be applicable in the applicable Final Terms in relation to the relevant Reference Entity, a Potential Failure to Pay has occurred on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time) and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time), the Grace Period shall be deemed to be the lesser of such grace period and the period specified as such in the applicable Final Terms or, if no period is specified, thirty calendar days; and
- (c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three (3) Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three (3) Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless Grace Period Extension is specified in relation to the relevant Reference Entity in the applicable Final Terms, such deemed Grace Period shall expire no later than the Scheduled Redemption Date.

Grace Period Business Day means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified, in the jurisdiction of the Obligation Currency.

Grace Period Extension Date means, if:

- (a) Grace Period Extension is specified as applicable in relation to a Reference Entity in the applicable Final Terms; and
- (b) a Potential Failure to Pay occurs on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time),

the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay.

Hedge Amount means:

- (a) if “One-Way Hedge Amount” is specified in the applicable Final Terms, an amount, subject to a minimum of zero, determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including

loss of funding), tax, and duties incurred by the relevant Issuer (and/or its Affiliates on its behalf) in connection with the redemption of the Credit Linked Certificates and/or the termination, settlement or re-establishment of any Hedge Transaction on or around the Event Determination Date;

- (b) if “Two-Way Hedge Amount” is specified in the applicable Final Terms, an amount (which may be expressed as a positive number or a negative number) determined by the Calculation Agent equal to the sum of (without duplication) all costs and gains incurred by the relevant Issuer and/or its Affiliates on its behalf in connection with the redemption of the Credit Linked Certificates and/or the termination, settlement or re-establishment of any Hedge Transaction on or around the Event Determination Date. A cost will be expressed as a positive number and a gain as a negative number; or
- (c) if Hedge Amount is specified as “Not Applicable” in the applicable Final Terms, zero.

Hedging Disruption means that the relevant Issuer, the Guarantor, if applicable, and/or any of their respective Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge any relevant price risk of the relevant Issuer issuing and performing its obligations with respect to the Certificates, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or any futures or options contract(s) or any relevant hedge positions relating to the Certificates.

Hedge Disruption Event means the relevant Issuer and/or any of its Affiliates has not received the relevant:

- (a) Deliverable Obligations (including in circumstances where the relevant Issuer and/or any of its Affiliates acting on its behalf is not able to acquire Deliverable Obligations) (i) in the relevant auction settlement process for any reason (including in circumstances where the relevant Issuer or any such Affiliate gives settlement orders to a participating dealer and such orders are not accepted or remain unfulfilled, in whole or in part) or (ii) at an amount equal to the Auction Final Price (determined by the Calculation Agent, as if Auction Settlement had been specified as applicable in the applicable Final Terms on the basis of the Transaction Auction Settlement Terms notified by the relevant Issuer to the Calculation Agent and the Certificateholders under the Notice of Physical Settlement); and/or
- (b) cash,

under the terms of a Hedge Transaction.

Hedge Transaction means any transaction or trading position entered into or held by the relevant Issuer and/or any of its Affiliates to hedge, directly or indirectly, the relevant Issuer’s obligations or positions (whether in whole or in part) in respect of the Credit Linked Certificates (including, without limitation, any rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, interest rate option, currency transaction or credit swap). Solely with respect to and for purpose of any Hedge Transactions that are credit derivative transactions, the relevant Issuer will be “Seller”.

Increased Cost of Hedging means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the relevant Issuer, the Guarantor, (if applicable) and/or any of their respective affiliates shall not be deemed an Increased Cost of Hedging.

Interest means, for the purposes of the definition of “First Ranking Interest”, a charge, security interest or other type of interest having similar effect.

ISDA means the International Swaps and Derivatives Association, Inc. (or any successor thereto).

July 2009 Supplement means the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions, as published by ISDA on 14 July 2009.

Latest Maturity Restructured Bond or Loan means, in respect of a Reference Entity and a Credit Event that is a Restructuring, the Restructured Bond or Loan with the latest final maturity date.

Latest Permissible Physical Settlement Date means, in respect of partial cash settlement due to a Potential Cash Settlement Event, 30 calendar days following the Physical Settlement Date and, in respect of Partial Cash Settlement (as specified in the applicable Final Terms) in respect of a Deliverable Obligation comprised of Loans, the date that is 15 CLC Business Days after the Physical Settlement Date (or, in either case, any earlier date designated by the Calculation Agent following any determination by the Calculation Agent that the relevant Issuer, or the Delivery Agent on its behalf, is or will be unable to or it will be impractical for the relevant Issuer or the Delivery Agent on its behalf to Deliver all or any portion of the Deliverable Obligations specified in a Notice of Physical Settlement).

Legacy Reference Entity has the meaning given to such term in Credit Linked Condition 6.2(b).

Leverage Factor means, with respect to a Leveraged CLC, the factor specified as such in the applicable Final Terms.

Leveraged CLC means Credit Linked Certificates specified as such in the applicable Final Terms.

Limitation Date means, in respect of a Credit Event that is a Restructuring, the first of March 20, June 20, September 20 or December 20 in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the **2.5-year Limitation Date**), 5 years (the **5-year Limitation Date**), 7.5 years, 10 years, 12.5 years, 15 years or 20 years (the **20-year Limitation Date**), as applicable. Limitation Dates shall not be subject to adjustment unless the applicable Final Terms specify an adjustment to Limitation Date(s) in accordance with a Business Day Convention specified for such purpose in the applicable Final Terms.

Linear Basket CLC means Credit Linked Certificates (other than Nth-to-Default CLCs) where the relevant Issuer purchases credit protection from the Certificateholders in respect of a basket of Reference Entities, as specified in the applicable Final Terms.

Listed means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange and, if specified as applicable to an Obligation Category, the Listed Obligation Characteristic shall be applicable only in respect of obligations within that Obligation Category that are Bonds or, if specified as applicable to a Deliverable Obligation Category, the Deliverable Obligation Characteristics shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Bonds.

Loan means any obligation of a type included in the Borrowed Money Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money.

London Business Day means a day on which commercial banks and foreign exchange markets are generally open to settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

LPN means any bond issued in the form of a loan participation Certificate.

LPN Issuer means, in respect of any LPN, the entity which issued the relevant LPN.

LPN Reference Obligation means each Reference Obligation other than any Additional Obligation which is issued for the sole purpose of providing funds to the LPN Issuer to finance an Underlying Loan. Any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation from constituting a Reference Obligation.

Maximum Maturity means an obligation that has a remaining maturity from the Physical Settlement Date of not greater than:

- (a) the period specified in relation to a Reference Entity; or
- (b) if no such period is so specified, 30 years.

Merger Event means that at any time during the period from (and including) the Trade Date to (but excluding) the Scheduled Redemption Date the relevant Issuer or the Guarantor (if applicable) consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, a Reference Entity, the relevant Issuer or the Guarantor as applicable, or (if applicable) the Guarantor and a Reference Entity or the relevant Issuer and a Reference Entity become Affiliates.

Merger Event Redemption Date means the date specified by the relevant Issuer in the notice to Certificateholders.

Minimum Quotation Amount means the amount specified as such in the applicable Final Terms (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of:

- (a) U.S.\$ 1,000,000 (or its equivalent in the relevant Obligation Currency); and
- (b) the Quotation Amount.

Modified Eligible Transferee means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

Modified Restructuring Maturity Limitation Date means with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Redemption Date, provided that, in circumstances where the Scheduled Redemption Date is later than the 2.5-year Limitation Date, at least one Enabling Obligation exists. With respect to a Reference Entity for which Restructuring is an applicable Credit Event and for which “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the applicable Final Terms and for which the Scheduled Redemption Date is later than the 2.5-year Limitation Date and prior to the 5-year Limitation Date, a Restructured Bond or Loan will not constitute an Enabling Obligation. Notwithstanding the foregoing, if the Scheduled Redemption Date is either:

- (a) on or prior to the 2.5-year Limitation Date; or
- (b) later than the 2.5-year Limitation Date and on or prior to the 5-year Limitation Date and no Enabling Obligation exists,

the Modified Restructuring Maturity Limitation Date will be the 5-year Limitation Date in the case of a Restructured Bond or Loan only.

Subject to the foregoing, in the event that the Scheduled Redemption Date is later than:

- (i) the 2.5-year Limitation Date and no Enabling Obligation exists; or
- (ii) the 20-year Limitation Date,

the Modified Restructuring Maturity Limitation Date will be the Scheduled Redemption Date.

Multiple Holder Obligation means an Obligation that:

- (a) at the time of the event which constitutes a Restructuring Credit Event is held by more than three (3) holders that are not Affiliates of each other; and
- (b) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event,

provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in paragraph (b) above.

MV Trigger means, with respect to Leveraged CLCs, the amount specified as such in the applicable Final Terms.

Next Currency Fixing Time means 4.00 p.m. (London time) on the London Business Day immediately following the date on which the Notice of Physical Settlement or relevant NOPS Amendment Notice, as applicable, is effective or, as applicable, the date of selection of Valuation Obligations.

No Auction Announcement Date means, with respect to any Reference Entity, the date on which ISDA announces that:

- (a) no Transaction Auction Settlement Terms and, if applicable, Parallel Auction Settlement Terms will be published with respect to credit derivative transactions in the over-the-counter market and the relevant Credit Event and Reference Entity;
- (b) following the occurrence of a Credit Event which is a Restructuring in respect of such Reference Entity for which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the applicable Final Terms, no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or
- (c) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held with respect to such Reference Entity and Credit Event for which any Hedge Transaction is an Auction Covered Transaction following a prior public announcement by ISDA to the contrary.

Non-Capped Reference Entity means a Reference Entity which is not a Capped Reference Entity.

NOPS Amendment Notice means a notice from the relevant Issuer to the Calculation Agent notifying it, that the relevant Issuer is replacing, in whole or in part, one or more Deliverable Obligations specified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, (to the extent the relevant Deliverable Obligation has not been Delivered as of the date such NOPS Amendment Notice is effective) or the detailed description(s) thereof.

Not Bearer means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream, Luxembourg or any other internationally recognised clearing system and, if specified as applicable to a Deliverable Obligation Category, the Not Bearer Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Bonds.

Not Contingent means any obligation having as of the Delivery Date and all times thereafter an Outstanding Principal Balance or, in the case of obligations that are not Borrowed Money, a Due and Payable Amount, that pursuant to the terms of such obligation may not be reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). A Convertible Obligation, an Exchangeable Obligation and an Accreting Obligation shall constitute Deliverable Obligations that are Not Contingent if such Convertible

Obligation, Exchangeable Obligation or Accreting Obligation otherwise meets the requirements of the preceding sentence so long as, in the case of a Convertible Obligation or an Exchangeable Obligation, the right:

- (a) to convert or exchange such obligation; or
- (b) to require the issuer to purchase or redeem such obligation (if the issuer has exercised or may exercise the right to pay the purchase or redemption price, in whole or in part, in Equity Securities),

has not been exercised (or such exercise has been effectively rescinded) on or before the Delivery Date.

If a Reference Obligation is a Convertible Obligation or an Exchangeable Obligation, then such Reference Obligation may be included as a Deliverable Obligation only if the rights referred to in paragraphs (a) and (b) above have not been exercised (or such exercise has been effectively rescinded) on or before the Delivery Date.

Not Domestic Currency means any obligation that is payable in any currency other than the Domestic Currency.

Not Domestic Issuance means any obligation other than an obligation that was, at the time the relevant obligation was issued (or reissued, as the case may be) or incurred, intended to be offered for sale primarily in the domestic market of the relevant Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the relevant Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the relevant Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity.

Not Domestic Law means any obligation that is not governed by the laws of:

- (a) the relevant Reference Entity, if such Reference Entity is a Sovereign; or
- (b) the jurisdiction of organisation of the relevant Reference Entity, if such Reference Entity is not a Sovereign.

Not Sovereign Lender means any obligation that is not primarily owed to a Sovereign or Supranational Organisation, including, without limitation, obligations generally referred to as “Paris Club debt”.

Not Subordinated means an obligation that is not Subordinated to:

- (a) the most senior Reference Obligation in priority of payment; or
- (b) if no Reference Obligation is specified in the applicable Final Terms, any unsubordinated Borrowed Money obligation of the Reference Entity,

provided that, if any of the events set forth under sub-paragraph (a) of the definition of “Substitute Reference Obligation” have occurred with respect to all of the Reference Obligations or if the last paragraph of the definition of “Successor” applies with respect to the Reference Obligation (each, in each case, a **Prior Reference Obligation**) and no Substitute Reference Obligation has been identified for any of the Prior Reference Obligations at the time of the determination of whether an obligation satisfies the “Not Subordinated” Obligation Characteristic or Deliverable Obligation Characteristic, as applicable, “Not Subordinated” shall mean an obligation that would not have been Subordinated to the most senior such Prior Reference Obligation in priority of payment.

For purposes of determining whether an obligation satisfies the “Not Subordinated” Obligation Characteristic or Deliverable Obligation Characteristic, the ranking in priority of payment of each Reference Obligation or each Prior Reference Obligation, as applicable, shall be determined as of the date as of which the relevant Reference Obligation or Prior Reference Obligation, as applicable, was issued or incurred, and shall not reflect any change to such ranking in priority of payment after such date.

Notice Cut-Off Date has the meaning set out in Credit Linked Condition 4.7(b) (*Procedure by the relevant Issuer and others*).

Notice Delivery Period means the period from and including the Trade Date to and including the date fifteen CLC Business Days (or such other number of days as may be specified in the applicable Final Terms) after the Extension Date (or, if the relevant Credit Event is a Restructuring and either Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified (or deemed specified) in the applicable Final Terms, the later of:

- (a) such date; and
- (b) the date that is 65 Business Days following the Final List Publication Date).

Notice of Physical Settlement means a notice delivered from the relevant Issuer to the Calculation Agent and the Certificateholders on or prior to the later of:

- (a) 65 CLC Business Days following the Final List Publication Date;
- (b) subject to sub-paragraph (c) below, 25 CLC Business Days after the last to occur of the Auction Cancellation Date, the No Auction Announcement Date, the last Parallel Auction Cancellation Date and the last Parallel Auction Final Price Determination Date (in each case if any and if applicable); and
- (c) in circumstances where the No Auction Announcement Date occurs pursuant to sub-paragraph (b) of the definition thereof, the relevant Issuer has not delivered an Auction Settlement Amount Notice specifying an applicable Parallel Auction Settlement Terms to the Calculation Agent by the Restructuring Exercise Date, five (5) CLC Business Days following such Restructuring Exercise Date,

that:

- (i) irrevocably confirms that the relevant Issuer will redeem the Credit Linked Certificates by physical delivery in accordance with Credit Linked Condition 4 (*Physical Settlement*);
- (ii) contains a detailed description of the Deliverable Obligations that the relevant Issuer will Deliver (or procure Delivery of) to the Certificateholders, including the Outstanding Amount;
- (iii) where the relevant Credit Event is a Restructuring and either “Restructuring Maturity Limitation Date and Fully Transferable Obligation Applicable” and “Modified Restructuring Maturity Limitation Date and Conditionally Transferable Obligation Applicable” is specified (or deemed specified) in the applicable Final Terms and the Scheduled Redemption Date of the Credit Linked Certificates is later than:
 - (A) the final maturity date of the Latest Maturity Restructured Bond or Loan, if any; or
 - (B) the 2.5 year Limitation Date,
 contains a detailed description of at least one Enabling Obligation (if any such Enabling Obligation exists);
- (iv) sets out the Transaction Auction Settlement Terms applicable for the purposes of determining the Auction Final Price for the purposes of determining the occurrence of a Hedge Disruption Event (if applicable); and
- (v) sets out the Final Price and the Auction Final Price with respect to each Deliverable Obligation for the purposes of determining the Partial Cash Settlement Amount (if any).

In relation to Credit Linked Certificates (other than Leveraged CLCs), the Notice of Physical Settlement shall specify Deliverable Obligations having an Outstanding Amount (or the equivalent specified Currency Amount converted at the Currency Rate) on the Settlement Valuation Date equal to the Floating Rate Payer Calculation Amount (or, as applicable, Exercise Amount), subject to any Physical Settlement Adjustment.

In relation to Leveraged CLCs, the Notice of Physical Settlement shall specify Deliverable Obligations having an Outstanding Amount (or the equivalent specified Currency Amount converted at the Currency Rate) such that their value on the Settlement Valuation Date as determined by the Calculation Agent in its sole discretion is equal to:

NA - $[N * (1 - MV)]$

subject to any Physical Settlement Adjustment;

where:

“**MV**” is an amount equal to the market value of the Deliverable Obligation on or around the Settlement Valuation Date as determined by the Calculation Agent in its sole discretion;

“**N**” means the Floating Rate Payer Calculation Amount or the Exercise Amount, as the case may be; and

“**NA**” is an amount equal to the aggregate outstanding nominal amount of the Leveraged CLCs (if they are represented by a Global Certificate) or the Calculation Amount multiplied by the Calculation Amount Factor (if the Leveraged CLCs are in definitive form).

The relevant Issuer may, from time to time, deliver to the Calculation Agent in the manner specified above a NOPS Amendment Notice. A NOPS Amendment Notice shall contain a revised detailed description of each Replacement Deliverable Obligation and shall also specify the Replaced Deliverable Obligation Outstanding Amount. The Outstanding Amount of each Replacement Deliverable Obligation identified in a NOPS Amendment Notice shall be determined by applying the Revised Currency Rate to the relevant Replaced Deliverable Obligation Outstanding Amount. Each such NOPS Amendment Notice must be effective on or prior to the Physical Settlement Date (determined without reference to any change resulting from such NOPS Amendment Notice). Notwithstanding the foregoing, the relevant Issuer may correct any errors or inconsistencies in the detailed description of each Deliverable Obligation contained in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, by notice to the Calculation Agent (given in the manner specified above) prior to the relevant Delivery Date, it being understood that such notice of correction shall not constitute a NOPS Amendment Notice.

Notice of Publicly Available Information means an irrevocable notice from the Calculation Agent (which may be by telephone) to the relevant Issuer that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice. In relation to a Repudiation/Moratorium Credit Event, the Notice of Publicly Available Information must cite Publicly Available Information confirming the occurrence of both sub-paragraphs (a) and (b) of the definition of “Repudiation/Moratorium”. The notice must contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified as applicable in the Final Terms and a Credit Event Notice contains Publicly Available Information, such Credit Event Notice will also be deemed to be a Notice of Publicly Available Information. Where an Event Determination Date has occurred pursuant to sub-paragraph (b) of the definition thereof, a reference to the relevant DC Credit Event Announcement shall be deemed to be a Notice of Publicly Available Information.

Notional Credit Derivative Transaction means, with respect to any Credit Linked Certificate and a Reference Entity, a hypothetical market standard credit default swap transaction entered into by the relevant Issuer, as Buyer (as defined in the Credit Derivatives Definitions), incorporating the terms of the Credit Derivatives Definitions and under the terms of which:

- (a) the “Trade Date” is the Trade Date, if specified in the applicable Final Terms and if not, the Issue Date;
- (b) the “Scheduled Termination Date” is the Scheduled Redemption Date;
- (c) the “Reference Entit(y)(ies)” thereunder is (are) such Reference Entit(y)(ies); and

- (d) the remaining terms as to credit linkage are consistent with the terms of such Credit Linked Certificate as it relates to such Reference Entity.

Nth means, where the applicable Final Terms specify that “Nth-to-Default CLC” is applicable, such number as may be specified in such Final Terms.

Nth-to-Default CLC means any Credit Linked Certificate in respect to which the relevant Issuer purchases credit protection from Certificateholders in respect of two or more Reference Entities and pursuant to which, upon the occurrence of a Credit Event and the satisfaction of the Conditions to Settlement with respect to the Nth Reference Entity, the Certificates will be redeemed in accordance with Credit Linked Conditions 2.2 (*Redemption following satisfaction of Conditions to Settlement*) and 2.3 (*Nth-to-Default CLCs*).

Obligation means:

- (a) each obligation of a Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified in relation to a Reference Entity, as provider of any Qualifying Guarantee) described by the Obligation Category specified in the applicable Final Terms, and having each of the Obligation Characteristics specified in the applicable Final Terms (but excluding any Excluded Obligation), in each case, as of the date of the event which constitutes the Credit Event which is the subject of the Credit Event Notice or a notice to ISDA which results in the occurrence of the Credit Event Resolution Request Date, as applicable, but excluding any Excluded Obligation;
- (b) each Reference Obligation specified in the applicable Final Terms, unless specified as an Excluded Obligation; and
- (c) any other obligation of a Reference Entity specified as such in the applicable Final Terms.

Obligation Acceleration means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

Obligation Category means Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in relation to a Reference Entity.

Obligation Characteristic means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance as specified in relation to a Reference Entity.

Obligation Currency means the currency or currencies in which an Obligation is denominated.

Obligation Default means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (howsoever described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

Officer’s Certification means a certificate signed by a director (or other substantively equivalent title) of the relevant Issuer which shall certify the occurrence of a Credit Event with respect to a Reference Entity.

Original Bonds means any Bonds comprising part of the relevant Deliverable Obligations.

Original Loans means any Loans comprising part of the relevant Deliverable Obligations.

Outstanding Amount means the Outstanding Principal Balance or Due and Payable Amount, as applicable.

Outstanding Principal Balance means:

- (a) with respect to any Accreting Obligation, the Accreted Amount thereof;
- (b) with respect to any Exchangeable Obligation that is not an Accreting Obligation, the outstanding principal balance of such obligation excluding any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities into which such obligation is exchangeable; and
- (c) with respect to any other Obligation, the outstanding principal balance of such Obligation.

Parallel Auction means **Auction** as defined in any relevant Parallel Auction Settlement Terms.

Parallel Auction Cancellation Date means **Auction Cancellation Date** as defined in any relevant Parallel Auction Settlement Terms.

Parallel Auction Final Price Determination Date means the **Auction Final Price Determination Date** as defined in any relevant Parallel Auction Settlement Terms.

Parallel Auction Settlement Terms means, in respect of a Credit Event with respect to a Reference Entity, following the occurrence of a Restructuring for which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified (or deemed to be specified) in the applicable Final Terms and Credit Linked Certificates, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such Restructuring in accordance with the Rules, and for which the Deliverable Obligation Terms are the same as the Deliverable Obligation Provisions which would be applicable to the Notional Credit Derivative Transaction (but the Permissible Deliverable Obligations are more limited than the Permissible Deliverable Obligations under the Transaction Auction Settlement Terms) and for which the Notional Credit Derivative Transaction would not be an Auction Covered Transaction.

Partial Cash Settlement Amount means, where the applicable Settlement Method is Physical Settlement, an amount determined by the Calculation Agent equal to the aggregate, for each Undeliverable Obligation, of:

- (a) the relevant Auction Final Price or, if no Auction Final Price is available, the Final Price of such Undeliverable Obligations multiplied by;
- (b) the relevant Outstanding Principal Balance, Due and Payable Amount or Currency Amount, as applicable, of such Undeliverable Obligation specified in the relevant Notice of Physical Settlement.

Partial Cash Settlement Date means, in relation to a Reference Entity, the date falling three (3) CLC Business Days after the calculation of the Final Price or such other date falling such number of CLC Business Days after the calculation of the Final Price as is specified in the applicable Final Terms.

Payment means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money.

Payment Requirement means the amount specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Payment Requirement is not so specified in the applicable Final Terms, U.S.\$ 1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

Permissible Deliverable Obligations has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included on the Final List pursuant to the Deliverable Obligation Terms that are applicable to that Auction.

Permitted Currency means:

- (a) the legal tender of any Group of seven country (or any country that becomes a member of the Group of seven if such Group of seven expands its membership); or
- (b) the legal tender of any country which, as of the date of such change, is a member of the Organisation for Economic Co-operation and Development and has a local currency long term debt rating of “AAA” or higher assigned to it by S&P, “Aaa” or higher assigned to it by Moody’s or “AAA” or higher assigned to it by Fitch Ratings.

Physical Settlement means the settlement method in accordance with Credit Linked Condition 2.2(b).

Physical Settlement Adjustment means a reduction to the Outstanding Amount of Deliverable Obligations specified in a Notice of Physical Settlement, by an amount of Deliverable Obligations having a liquidation value equal to the Hedge Amount (if the Hedge Amount is a positive number, representing an amount payable by the relevant Issuer or its Affiliates in connection with the termination, settlement or re-hedge of any Hedge Transaction) rounded upwards to the nearest whole denomination of a Deliverable Obligation, such amount to be determined by the Calculation Agent. Where the applicable Final Terms specify that Hedge Amount is not applicable, the Physical Settlement Adjustment shall be zero.

Physical Settlement Adjustment Rounding Amount means an amount (if any) equal to the difference between the absolute value of the Physical Settlement Adjustment and the liquidation value of such whole number of Deliverable Obligations as are not required to be Delivered by the relevant Issuer by way of compensation for any Hedge Amount.

Physical Settlement Date means the last day of the longest Physical Settlement Period following the satisfaction of all applicable Conditions to Settlement as specified in relation to a Reference Entity or, if there is an Auction and if the Calculation Agent so elects, the Physical Settlement Date shall be the first CLC Business Day after the Auction Final Price is determined.

Physical Settlement Period means, subject to Credit Linked Condition 2.9 (*Suspension of Obligations*), the number of CLC Business Days specified as such in relation to a Reference Entity or, if a number of CLC Business Days is not so specified, then, with respect to a Deliverable Obligation specified in the Notice of Physical Settlement, the longest number of CLC Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent.

Potential Cash Settlement Event means an event beyond the control of the relevant Issuer (including, without limitation, failure of the relevant clearance system; or the failure to obtain any requisite consent with respect to the Delivery of Loans or the non-receipt of any such requisite consents or any relevant participation (in the case of Direct Loan Participation) is not effected; or due to any law, regulation or court order, but excluding markets conditions or any contractual, statutory and/or regulatory restriction relating to the relevant Deliverable Obligation, or due to the failure of the Certificateholder to give the relevant Issuer details of accounts for settlement; or a failure of the Certificateholder to open or procure the opening of such accounts or if the Certificateholders are unable to accept Delivery of the portfolio of Deliverable Obligations for any other reason).

Potential Failure to Pay means the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations, in accordance with the terms of such Obligations at the time of such failure.

Potential Repudiation/Moratorium means the occurrence of an event described in sub-paragraph (a) of the definition of “Repudiation/Moratorium”.

Principal Protected Amount means, with respect to Principal Protected CLCs, the amount specified as such in the applicable Final Terms, provided that if no amount is so specified, the Principal Protected Amount will be the then outstanding nominal amount of the Credit Linked Certificates.

Principal Protected CLCs means Credit Linked Certificates to which “Principal Protected CLC” is specified in the applicable Final Terms.

Public Source means each source of Publicly Available Information specified as such in the applicable Final Terms (or, if a source is not so specified in the Final Terms, each of Bloomberg Service, Dow Jones Telerate Service, Reuter Monitor Money Rates Services, Dow Jones News Wire, Wall Street Journal, New York Times, Nihon Keizai Shinbun, Asahi Shinbun, Yomiuri Shinbun, Financial Times, La Tribune, Les Echos and The Australian Financial Review (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

Publicly Available Information means:

- (a) information that reasonably confirms any of the facts relevant to the determination that the Credit Event or a Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice has occurred and which:
 - (i) has been published in or on not less than two Public Sources, regardless of whether the reader or user thereof pays a fee to obtain such information provided that, if either the Calculation Agent or the relevant Issuer, the Guarantor (if applicable) or any of their respective Affiliates is cited as the sole source of such information, then such information shall not be deemed to be Publicly Available Information unless either the Calculation Agent or the relevant Issuer, the Guarantor (if applicable) or any of their Affiliates is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent or paying agent, facility agent or agent bank for an Obligation;
 - (ii) is information received from or published by (A) a Reference Entity (or a Sovereign Agency in respect of a Reference Entity which is a Sovereign or (B) a trustee, fiscal agent, administrative agent, clearing agent or paying agent, facility agent or agent bank for an Obligation; or
 - (iii) is information contained in any petition or filing instituting a proceeding described in sub-paragraph (d) of the definition of “Bankruptcy” against or by a Reference Entity; or
 - (iv) is information contained in any order, decree, notice or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body.
- (b) In the event that the Calculation Agent is:
 - (i) the sole source of information in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; and
 - (ii) a holder of the Obligation with respect to which a Credit Event has occurred, the Calculation Agent shall be required to deliver to the relevant Issuer an Officer’s Certification.
- (c) In relation to any information of any type described in sub-paragraphs (a)(ii), (a)(iii) and (a)(iv) above, the Calculation Agent may assume that such information has been disclosed to it without violating any law, agreement or understanding regarding the confidentiality of such information and that the party disclosing such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to third parties.

- (d) Publicly Available Information need not state:
- (i) in relation to the definition of “Downstream Affiliate”, the percentage of Voting Shares owned, directly or indirectly, by the Reference Entity; and
 - (ii) that such occurrence:
 - (A) has met the Payment Requirement or Default Requirement;
 - (B) is the result of exceeding any applicable Grace Period; or
 - (C) has met the subjective criteria specified in certain Credit Events.

Qualifying Affiliate Guarantee means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

Qualifying Guarantee means an arrangement evidenced by a written instrument pursuant to which a Reference Entity irrevocably agrees (by guarantee of payment or equivalent legal arrangement) to pay all amounts due under an Underlying Obligation on behalf of the Underlying Obligor. Qualifying Guarantees shall exclude any arrangement:

- (a) structured as a surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement; or
- (b) pursuant to the terms of which the payment obligations of the Reference Entity can be discharged, reduced, assigned or otherwise altered (other than by operation of law) as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). The benefit of a Qualifying Guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation.

Qualifying Participation Seller means any participation seller that meets the requirements specified in relation to a Reference Entity. If no such requirements are specified, there shall be no Qualifying Participation Seller.

Quotation means, in respect of Reference Obligations, Valuation Obligations, Deliverable Obligations and Undeliverable Obligations, as the case may be, each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage with respect to a Valuation Date in the manner that follows:

- (a) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Relevant Valuation Date from five (5) or more CLC Dealers. If the Calculation Agent is unable to obtain two (2) or more such Full Quotations on the same CLC Business Day within three (3) CLC Business Days of a Relevant Valuation Date, then on the next following CLC Business Day (and, if necessary, on each CLC Business Day thereafter until the tenth CLC Business Day following the applicable Relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five (5) or more CLC Dealers and, if two (2) or more Full Quotations are not available, a Weighted Average Quotation. If the Calculation Agent is unable to obtain two (2) or more Full Quotations or a Weighted Average Quotation on the same CLC Business Day on or prior to the tenth CLC Business Day following the applicable Relevant Valuation Date the Quotations shall be deemed to be any Full Quotation obtained from a CLC Dealer at the Valuation Time on such tenth CLC Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from CLC Dealers at the Valuation Time on such tenth CLC Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation shall be deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.
- (b) If:
 - (i) “Include Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, such Quotations shall include accrued but unpaid interest;

- (ii) “Exclude Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, such Quotations shall not include accrued but unpaid interest; and
 - (iii) neither “Include Accrued Interest” nor “Exclude Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, the Calculation Agent shall determine based on then current market practice in the market of the Reference Obligation, whether such Quotations shall include or exclude accrued but unpaid interest, all Quotations shall be obtained in accordance with this determination.
- (c) If any Quotation obtained with respect to an Accreting Obligation is expressed as a percentage of the amount payable in respect of such obligation at maturity, such Quotation will instead be expressed as a percentage of the Outstanding Principal Balance for the purposes of determining the Final Price.

Quotation Amount means:

- (a) with respect to a Reference Obligation or Valuation Obligation, the amount specified in relation to a Reference Entity (which may be specified by reference to an amount in a currency or by reference to the Representative Amount) or, if no amount is so specified, the Floating Rate Payer Calculation Amount (or, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained);
- (b) with respect to each type or issue of Deliverable Obligation to be Delivered on or prior to the Physical Settlement Date, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency as calculated in the same manner as (a) above) of such Deliverable Obligation; and
- (c) with respect to each type or issue of Undeliverable Obligation, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency as calculated in the same manner as sub-paragraph (a) above) of such Undeliverable Obligation.

Redemption Date means either:

- (a) the Scheduled Redemption Date; or
- (b) if the latest date referred to in paragraph (i) or (ii) below would fall after the Scheduled Redemption Date, such later date, being either:
 - (i) the date falling two (2) Business Days after the expiry of the Notice Delivery Period (or, if later, after the latest date on which it would be possible for the Calculation Agent to deliver a Credit Event Notice under paragraph (b)(iv) of the definition of “Event Determination Date”); or
 - (ii) if a Credit Event Resolution Request Date has occurred on or prior to the expiry of the Notice Delivery Period in relation to a Reference Entity, the date falling 15 Business Days following any date on which the Credit Derivatives Determinations Committee Resolves that the relevant event does not constitute a Credit Event, or Resolves not to make such determination.

Reference Entity or **Reference Entities** mean the reference entity or reference entities specified in the applicable Final Terms and any Successor to a Reference Entity either:

- (a) as identified by the Calculation Agent in accordance with the definition of “Successor” on or following the Trade Date; or
- (b) in respect of which ISDA publicly announces on or following the Trade Date that the relevant Credit Derivatives Determinations Committee has resolved that a Succession Event has occurred, in respect of a Succession Event Resolution Request Date. A Successor in accordance with the Rules shall in each case be a Reference Entity for

the Certificates, as the terms of which may be modified pursuant to Credit Linked Condition 6 (*Succession Event*).

Reference Entity Spread means in respect of a Reference Entity:

- (a) the lowest offer quotation received by the Calculation Agent from four dealers for a credit default swap on such Reference Entity with a notional amount equal to the Floating Rate Payer Calculation Amount specified for such Reference Entity with a termination date closest to the Scheduled Redemption Date of the Certificates (or the nearest standard maturity after the date if it is not possible to obtain at least one offer quotation); or
- (b) if it is not possible to obtain any offer quotation, a rate determined by the Calculation Agent in its sole and absolute discretion but acting in good faith and in a commercially reasonable manner.

Reference Obligation means:

- (a) the Reference Obligation specified as such in the applicable Final Terms in relation to a Reference Entity; and
- (b) any Substitute Reference Obligation.

Reference Obligations Only means any obligation that is a Reference Obligation and no Obligation Characteristics or, as the case may be, Deliverable Obligation Characteristics shall be applicable where Reference Obligations Only applies.

Reference Obligations Only CLC means Credit Linked Certificates in relation to which “Reference Obligations Only” is specified as applicable in the applicable Final Terms.

Relevant Obligations means:

- (a) subject to sub-paragraph (b) below, the Obligations constituting Bonds and Loans of the Reference Entity outstanding immediately prior to the effective date of the Succession Event, excluding any debt obligations outstanding between the Reference Entity and any of its Affiliates, as determined by the Calculation Agent. The Calculation Agent will determine the entity which succeeds to such Relevant Obligations on the basis of the Best Available Information. If the date on which the Best Available Information becomes available or is filed precedes the legally effective date of the relevant Succession Event, any assumptions as to the allocation of obligations between or among entities contained in the Best Available Information will be deemed to have been fulfilled as of the legally effective date of the Succession Event, whether or not this is in fact the case; and
- (b) where “LPN Reference Entity” is applicable to a Reference Entity, each of the obligations listed as a Reference Obligation of such Reference Entity in the relevant “LPN Reference Obligation List” as published by Markit Group Limited, or any successor thereto, which list is currently available online on the Markit Group Limited website, any Additional LPN, and each Additional Obligation.

Relevant Time means with respect to any Reference Entity, Greenwich Mean Time or Tokyo time, as specified in the applicable Final Terms.

Relevant Valuation Date means the Settlement Valuation Date, Valuation Date or Undeliverable Valuation Date, as the case may be.

Replaced Deliverable Obligation Outstanding Amount means the Outstanding Amount of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, that is being replaced.

Replacement Deliverable Obligation means each replacement Deliverable Obligation that the relevant Issuer will, subject to Credit Linked Condition 4 (*Physical Settlement*), Deliver to the Certificateholders in lieu of each original Deliverable Obligation which has not been Delivered as at the date of such NOPS Amendment Notice.

Replacement Reference Entity means an entity selected by the Calculation Agent in its discretion which is incorporated in the same geographical area, has the same Transaction Type as the Legacy Reference Entity and which is of a similar or better credit quality than the Legacy Reference Entity, as measured by Standard & Poor’s Ratings Services and/or by Moody’s Investors Service Limited, at the date of the relevant Succession Event provided that in selecting any Replacement Reference Entity, the Calculation Agent is under no obligation to the Certificateholders, the relevant Issuer or any other person and, provided that the Successor selected meets the criteria specified above, is entitled, and indeed will endeavour, to select the least credit-worthy of the Successors. In making any selection, the Calculation Agent will not be liable to account to the Certificateholders, the relevant Issuer or any other person for any profit or other benefit to it or any of its affiliates which may result directly or indirectly from any such selection.

Representative Amount means an amount that is representative for a single transaction in the relevant market and at the relevant time, such amount to be determined by the Calculation Agent.

Repudiation/Moratorium means the occurrence of both of the following events:

- (a) an authorised officer of a Reference Entity or a Governmental Authority:
 - (i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or
 - (ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

Repudiation/Moratorium Evaluation Date means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time):

- (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of:
 - (i) the date that is 60 days after the date of such Potential Repudiation/Moratorium; and
 - (ii) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date); and
- (b) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium.

Resolve has the meaning given to that term in the Rules, and “Resolved” and “Resolves” shall be interpreted accordingly.

Restructured Bond or Loan means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

Restructuring means:

- (a) that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of such Obligation or is announced (or otherwise decreed) by a Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation, and such event is not expressly

provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date and the date as of which such Obligation is issued or incurred:

- (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals;
 - (ii) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;
 - (iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
 - (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
 - (v) any change in the currency or composition of any payment of interest or principal to any currency which is not a Permitted Currency.
- (b) Notwithstanding the provisions of sub-paragraph (a) above, none of the following shall constitute a Restructuring:
- (i) the payment in euros of interest or principal in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
 - (ii) the occurrence of, agreement to or announcement of any of the events described in sub-paragraphs (a)(i) to (v) (inclusive) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
 - (iii) the occurrence of, agreement to or announcement of any of the events described sub-paragraphs (a)(i) to (v) (inclusive) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity.
- (c) For the purposes of sub-paragraphs (a) and (b) above and Credit Linked Condition 8.4 (*Multiple Holder Obligations*), the term “Obligation” shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in relation to a Reference Entity, as provider of any Qualifying Guarantee. In the case of a Qualifying Guarantee and an Underlying Obligation, references to the Reference Entity in sub-paragraph (a) above shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in sub-paragraph (b) above shall continue to refer to the Reference Entity.

Restructuring Date means, with respect to a Restructured Bond or Loan, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

Restructuring Exercise Date means the date that is 65 Business Days following the Final List Publication Date.

Restructuring Maturity Limitation Date means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Redemption Date, provided that, in circumstances where the Scheduled Redemption Date is later than the 2.5-year Limitation Date, at least one Enabling Obligation exists. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a “Latest Maturity Restructured Bond or Loan”) and the Scheduled Redemption Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

In the event that the Scheduled Redemption Date is later than:

- (a) either:
 - (i) the final maturity date of the Latest Maturity Restructured Bond or Loan, if any; or
 - (ii) the 2.5-year Limitation Date,
 and, in either case, no Enabling Obligation exists; or
 - (b) the 20-year Limitation Date,
- the Restructuring Maturity Limitation Date will be the Scheduled Redemption Date.

Revised Currency Rate means, with respect to a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the rate of conversion between the currency in which the Replaced Deliverable Obligation Outstanding Amount is denominated and the currency in which the Outstanding Amount of such Replacement Deliverable Obligation is denominated that is determined either:

- (a) by reference to the Currency Rate Source as at the Next Currency Fixing Time; or
- (b) if such rate is not available at such time, by the Calculation Agent in a commercially reasonable manner after consultation with the parties.

Rules means the Credit Derivatives Determinations Committee Rules, as published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

Scheduled Redemption Date means the date specified as such in the applicable Final Terms. Such date shall be subject to adjustment in accordance with the applicable Business Day Convention.

Senior Obligation means, for the purposes of the definitions of “Subordination” and “Subordinated Obligation”, an obligation of the Reference Entity to which the Subordinated Obligation is being compared.

Settlement Currency means the currency specified as such in the applicable Final Terms, or if no currency is so specified in the Final Terms, the Specified Currency.

Settlement Method means:

- (a) the Auction Settlement, Cash Settlement or Physical Settlement, as specified in the Final Terms; or
- (b) if no Settlement Method is specified in the Final Terms, Auction Settlement.

Settlement Valuation Date means the date being three (3) CLC Business Days prior to the Delivery Date provided that if a Notice of Physical Settlement is given or, as the case may be, changed at any time after the third CLC Business Day prior to the Physical Settlement Date, the Settlement Valuation Date shall be the date which is three (3) CLC Business Days after such Notice of Physical Settlement is given.

Single Reference Entity CLC means Credit Linked Certificates in relation to which the relevant Issuer purchases credit protection from the Certificateholders in respect of only one (1) Reference Entity.

Sovereign means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority (including without limiting the foregoing, the central bank) thereof.

Sovereign Agency means any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) of a Sovereign.

Sovereign Restructured Deliverable Obligation means an Obligation of a Sovereign Reference Entity:

- (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice has occurred; and
- (b) described by the Deliverable Obligation Category specified in relation to a Reference Entity,

and, subject as set out in the definition of “Deliverable Obligation Category”, having each of the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms, in each case, immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring without regard to whether the Obligation would satisfy such Deliverable Obligation Category or Deliverable Obligation Characteristics after such Restructuring.

Specified Currency means, for the purposes of determining compliance with the Obligation Characteristics and Deliverable Obligation Characteristics only an obligation that is payable in the currency or currencies specified as such in relation to a Reference Entity (or, if Specified Currency is specified in the applicable Final Terms and no currency is so specified, any of the Standard Specified Currencies).

Spread Trigger means, with respect to Leveraged CLCs, means the percentage specified as such in the applicable Final Terms with respect to the closest specified remaining maturity (in years) of the Credit Linked Certificates as at the relevant FMV Determination Date.

Standard Specified Currencies means the lawful currencies of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies.

Subordinated Obligation means, for the purposes of the definitions of “Subordination” and “Senior Obligation”, an obligation of the Reference Entity which is being compared to such Senior Obligation.

Subordination means, with respect to a Subordinated Obligation and a Senior Obligation, a contractual, trust or other similar arrangement providing that (a) upon the liquidation, dissolution, reorganisation or winding up of the Reference Entity, claims of the holders of the Senior Obligation will be satisfied prior to the claims of the holders of the Subordinated Obligation or (b) the holders of the Subordinated Obligation will not be entitled to receive or retain payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the Senior Obligation. “Subordinated” will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign.

Substitute Reference Obligation means one or more obligations of the Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in relation to a Reference Entity, as provider of any Qualifying Guarantee) that will replace one or more Reference Obligations, identified by the Calculation Agent in accordance with the following procedures:

- (a) In the event that:
 - (i) a Reference Obligation is redeemed in whole; or
 - (ii) in the opinion of the Calculation Agent:
 - (A) the aggregate amounts due under any Reference Obligation have been materially reduced by redemption or otherwise (other than due to any scheduled redemption, amortisation or prepayments);

- (B) any Reference Obligation is an Underlying Obligation with a Qualifying Guarantee of a Reference Entity and, other than due to the existence or occurrence of a Credit Event, the Qualifying Guarantee is no longer a valid and binding obligation of such Reference Entity enforceable in accordance with its terms, or
 - (C) for any other reason, other than due to the existence or occurrence of a Credit Event, any Reference Obligation is no longer an obligation of a Reference Entity, the Calculation Agent shall identify one or more Obligations to replace such Reference Obligation.
- (b) Any Substitute Reference Obligation or Substitute Reference Obligations shall be an Obligation that:
- (i) ranks pari passu (or, if no such Obligation exists, then, at the relevant Issuer’s option, an Obligation that ranks senior) in priority of payment with the ranking in priority of payment of each of the Substitute Reference Obligations and such Reference Obligation (with the ranking in priority of payment of such Reference Obligation being determined as of the date on which such Reference Obligation was issued or incurred and not reflecting any change to such ranking in priority of payment after such later date);
 - (ii) preserves the economic equivalent, as closely as practicable as determined by the Calculation Agent, of the delivery and payment obligations of the Credit Linked Certificates; and
 - (iii) is an obligation of the relevant Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in relation to a Reference Entity, as provider of a Qualifying Guarantee). The Substitute Reference Obligation or Substitute Reference Obligations identified by the Calculation Agent shall, without further action, replace such Reference Obligation or Reference Obligations.
- (c) If more than one specific Reference Obligation is identified as a Reference Obligation, any of the events set forth under sub-paragraph (a) above has occurred with respect to one or more but not all of the Reference Obligations, and the Calculation Agent determines that no Substitute Reference Obligation is available for one or more of such Reference Obligations, each Reference Obligation for which no Substitute Reference Obligation is available shall cease to be a Reference Obligation.
- (d) If more than one specific Reference Obligation is identified as a Reference Obligation, any of the events set forth under sub-paragraph (a) above has occurred with respect to all of the Reference Obligations, and the Calculation Agent determines that at least one Substitute Reference Obligation is available for any such Reference Obligation, then each such Reference Obligation shall be replaced by a Substitute Reference Obligation and each Reference Obligation for which no Substitute Reference Obligation is available will cease to be a Reference Obligation.
- (e) If:
- (i) more than one specific Reference Obligation is identified as a Reference Obligation, any of the events set forth under sub-paragraph (a) above has occurred with respect to all of the Reference Obligations, and the Calculation Agent determines that no Substitute Reference Obligation is available for any of the Reference Obligations; or
 - (ii) only one specific Reference Obligation is identified as a Reference Obligation in relation to the Credit Linked Certificates, any of the events set forth under sub-paragraph (a) above has occurred with respect to such Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for that Reference Obligation, then the Calculation Agent shall continue to attempt to identify a Substitute Reference Obligation until the Extension Date.

- (f) For the purposes of identification of a Reference Obligation, any change in the Reference Obligation’s CUSIP or ISIN number or other similar identifier will not, in and of itself, convert such Reference Obligation into a different Obligation.

succeed for the purposes of the provisions relating to the determination of Successor and the definitions of “Successor” and “Succession Event”, means, with respect to a Reference Entity and its Relevant Obligations (or, as applicable, obligations), that a party other than such Reference Entity (a) assumes or becomes liable for such Relevant Obligations (or, as applicable, obligations) whether by operation of law or pursuant to any agreement or (b) issues Bonds that are exchanged for Relevant Obligations (or, as applicable, obligations), and in either case such Reference Entity is no longer an obligor (primarily or secondarily) or guarantor with respect to such Relevant Obligations (or, as applicable, obligations). The determinations required pursuant to paragraph (a) of the definition of “Successor” shall be made, in the case of an exchange offer, on the basis of the Outstanding Principal Balance of Relevant Obligations tendered and accepted in the exchange and not on the basis of the Outstanding Principal Balance of Bonds for which Relevant Obligations have been exchanged.

Succession Event means:

- (a) with respect to a Reference Entity that is not a Sovereign, an event such as a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement; or
- (b) with respect to a Reference Entity that is a Sovereign, an event such as an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other event that results in any direct or indirect successor(s) to such Reference Entity.

Notwithstanding the foregoing, “Succession Event” shall not include an event:

- (i) in which the holders of obligations of the Reference Entity exchange such obligations for the obligations of another entity, unless such exchange occurs in connection with a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event; or
- (ii) with respect to which the legally effective date (or, in the case of a Reference Entity that is a Sovereign, the date of occurrence) has occurred prior to the Succession Event Backstop Date (determined by reference to the Relevant Time).

Succession Event Backstop Date means:

- (a) for purposes of any event that constitutes a Succession Event in relation to the Reference Entity, as determined by DC Resolution, the date that is 90 calendar days prior to the Succession Event Resolution Request Date (determined by reference to the Relevant Time); or
- (b) otherwise, the date that is 90 calendar days prior to the earlier of:
- (i) the date on which the relevant Issuer determines that a Succession Event has occurred; and
- (ii) the Succession Event Resolution Request Date if:
- (A) the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in sub-paragraphs (a) and (b) of the definition of “Succession Event Resolution Request Date” are satisfied in accordance with the Rules;
- (B) the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters; and

- (C) the relevant Issuer and/or the Calculation Agent determines, not more than fifteen CLC Business Days after the day on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters, that a Succession Event has occurred.

The Succession Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention unless the parties specify in the applicable Final Terms that the Succession Event Backstop Date will be adjusted in accordance with a specified Business Day Convention.

Succession Event Resolution Request Date means, with respect to a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve:

- (a) whether an event that constitutes a Succession Event has occurred with respect to the relevant Reference Entity; and
- (b) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred:
 - (i) with respect to a Reference Entity that is not a Sovereign, the legally effective date of such event; or
 - (ii) with respect to a Reference Entity that is a Sovereign, the date of the occurrence of such event,

the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

Successor means in relation to any Reference Entity, each Successor that ISDA has publicly announced, including prior to the Trade Date, that the relevant Credit Derivatives Determinations Committee has Resolved is a Successor to the original Reference Entity pursuant to a Succession Event that occurred on or following the Succession Event Backstop Date in accordance with the Rules; or if no Successor has been identified by a Credit Derivatives Determinations Committee:

- (a) in relation to a Reference Entity that is not a Sovereign, the entity or entities, if any, determined as set out below:
 - (i) if one entity directly or indirectly succeeds to 75 per cent. or more of the Relevant Obligations of the Reference Entity by way of a Succession Event, that entity will be the sole Successor in respect of the relevant Reference Entity;
 - (ii) if only one entity directly or indirectly succeeds to more than 25 per cent. (but less than 75 per cent.) of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than 25 per cent. of the Relevant Obligations will be the sole Successor in respect of the relevant Reference Entity;
 - (iii) if more than one entity each directly or indirectly succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remains with the Reference Entity, the entities that succeed to more than 25 per cent. of the Relevant Obligations will each be a Successor;
 - (iv) if one or more entities each directly or indirectly succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor;
 - (v) if one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than 25 per cent. of the

Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor; and

- (vi) if one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations (or, if two or more entities succeed to an equal percentage of Relevant Obligations, the entity from among those entities which succeeds to the greatest percentage of obligations of the Reference Entity) will be the sole Successor.
- (b) in relation to a Sovereign Reference Entity, any direct or indirect successor(s) to that Reference Entity irrespective of whether such successor(s) assumes any of the obligations of such Reference Entity.

In the case of sub-paragraph (a) above, the Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant Succession Event (but no earlier than 14 calendar days after the legally effective date of the relevant Succession Event), and with effect from the legally effective date of the Succession Event, whether the relevant thresholds set out in sub-paragraphs (a)(i) to (vi) (inclusive) above have been met, or which entity qualifies under sub-paragraphs (a)(iv) above, as applicable. In calculating the percentages used to determine whether the relevant thresholds set out in sub-paragraph (a) above have been met, or which entity qualifies under sub-paragraph (a)(vi) above, as applicable, the Calculation Agent shall use, with respect to each applicable Relevant Obligation included in such calculation, the amount of the liability with respect to such Relevant Obligation listed in the Best Available Information and shall notify the relevant Issuer and the Certificateholders of such calculation; provided that the Calculation Agent will not make such determination if, at such time, either:

- (A) ISDA has publicly announced that the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in sub-paragraph (a) above and sub-paragraphs (a) and (b) of the definition of “Succession Event Resolution Request Date” are satisfied in accordance with the Rules (until such time, if any, as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine a Successor); or
- (B) ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that no event that constitutes a Succession Event for purposes of any Hedge Transaction has occurred.

Supranational Organisation means any entity or organisation established by treaty or other arrangement between two or more Sovereigns or the Sovereign Agencies of two or more Sovereigns, and includes, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and the European Bank for Reconstruction and Development.

Surviving Reference Entity has the meaning given to such term in Credit Linked Condition 6.2(b).

Trade Date means the date specified as such in the applicable Final Terms.

Transaction Auction Settlement Terms means, in respect of any Reference Entity and a related Credit Event, the Credit Derivatives Auction Settlement Terms published by ISDA in respect of such Credit Event and in respect of which the Notional Credit Derivative Transaction would be an Auction Covered Transaction.

Transaction Type means any “Transaction Type” specified as such in the Credit Derivatives Physical Settlement Matrix Supplement to the Credit Derivatives Definitions, as most recently amended or supplemented as at the Trade Date and as published by ISDA, as at the date of the Base Prospectus, at <http://www.isda.org>.

Transferable means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:

- (a) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation); or
- (b) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds,

and, if specified as applicable to a Deliverable Obligation Category, the Transferable Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are not Loans.

Undeliverable Obligation means a Deliverable Obligation included in the Notice of Physical Settlement which, on the Physical Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including without limitation, failure by the Certificateholder to deliver an Asset Transfer Notice, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-receipt of any requisite consents with respect to the Delivery of Loans) it is impossible, impracticable or illegal to Deliver on the Physical Settlement Date.

Undeliverable Valuation Date means the date that is five (5) CLC Business Days after the Latest Permissible Physical Settlement Date or, as applicable, the Extended Physical Settlement Date.

Underlying Finance Instrument means where the LPN Issuer provides finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument.

Underlying Loan means where the LPN Issuer provides a loan to the Reference Entity.

Underlying Obligation means an obligation in respect of which the Reference Entity has agreed to pay all the amounts due thereunder.

Underlying Obligor means, the party which is the actual obligor of an Underlying Obligation.

Valuation Date means:

- (a) any CLC Business Day falling within 122 CLC Business Days following the Event Determination Date, or, following any Auction Cancellation Date or No Auction Announcement Date, such later CLC Business Day, (in each case, as selected by the Calculation Agent in its sole and absolute discretion); or
- (b) if “Cash Settlement” is applicable as a Fallback Settlement Method, any CLC Business Day falling within 122 CLC Business Days following the Event Determination Date, as selected by the Calculation Agent in its sole and absolute discretion; or
- (c) if Partial Cash Settlement applies, the date which is up to fifteen CLC Business Days after the Latest Permissible Physical Settlement Date or, as applicable the Extended Physical Settlement Date (as selected by the Calculation Agent in its sole and absolute discretion).

Valuation Obligation means, in respect of a Reference Entity, notwithstanding anything to the contrary in the Credit Linked Conditions, one or more obligations of such Reference Entity (either directly or as provider of a Qualifying Guarantee or, as the case may be, Qualifying Affiliate Guarantee), which would constitute a “Deliverable Obligation” if Physical Settlement were the applicable Settlement Method as selected by the relevant Issuer in its sole and absolute discretion on the applicable Valuation Date, provided that, for such purpose:

- (a) any reference to the words “Delivery Date” in the definitions of “Conditionally Transferable Obligation”, “Deliverable Obligation”, within any of the terms comprising “Deliverable Obligation Category” or “Deliverable Obligation Characteristic” and “Due and Payable Amount” shall be deemed to be a reference to the words “Relevant Valuation Date”;
- (b) the deletion of the words “being Delivered” in the definition of “Deliverable Obligation”; and
- (c) the deletion of the whole of the second paragraph within the definition of “Not Contingent” and replacing it with the following:

“If an Obligation is a Convertible Obligation or an Exchangeable Obligation, then such Obligation may only be included in the Valuation Obligations Portfolio if the rights referred to in sub-paragraphs (a) and (b) above have not been exercised (or such exercise has been effectively rescinded) on or before the Relevant Valuation Date.”

Where used in this definition of “Valuation Obligation”, the term “Deliverable Obligation” is for convenience only and is not intended to amend the selected settlement method.

Valuation Obligations Portfolio means the Reference Obligation and/or one or more Valuation Obligations of a Reference Entity selected by the Calculation Agent in its discretion, each in an Outstanding Principal Balance selected by the Calculation Agent in its sole and absolute discretion provided that the aggregate of such Outstanding Principal Balances (or in each case the equivalent in the Specified Currency thereof (converted at the foreign exchange rate prevailing on any date from (and including) the Event Determination Date to (and including) the Valuation Date, as selected by the Calculation Agent in its sole and absolute discretion)), shall not exceed the relevant Floating Rate Payer Calculation Amount.

Valuation Time means the time specified in relation to a Reference Entity or, if no time is so specified, 11.00 a.m. in the principal trading market for the relevant Valuation Obligation or Undeliverable Obligation, as the case may be.

Voting Shares shall mean those shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

Weighted Average Final Price means the weighted average of the Final Prices determined for each selected Valuation Obligation and/or Reference Obligation of a Reference Entity in the Valuation Obligations Portfolio, weighted by the Currency Amount of each such Valuation Obligation (or its equivalent in the Settlement Currency, converted by the Calculation Agent, in a commercially reasonable manner, by reference to exchange rates in effect at the time of such determination).

Weighted Average Quotation means, in accordance with the bid quotations provided by the CLC Dealers, the weighted average of firm quotations obtained from the CLC Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Valuation Obligation, Reference Obligation or Undeliverable Obligation, as the case may be, with an Outstanding Principal Balance of as large a size as available but less than the Quotation Amount (in the case of Deliverable Obligations only, but of a size equal to the Minimum Quotation Amount or, if quotations of a size equal to the Minimum Quotation Amount are not available, quotations as near in size as practicable to the Minimum Quotation Amount) that in the aggregate are approximately equal to the Quotation Amount.

ANNEX 3 – BOND LINKED CONDITIONS

This annex sets out additional terms and conditions for Certificates that are Bond Linked Certificates. It is only applicable to Certificates which are specified to be Bond Linked Certificates in the applicable Final Terms.

The terms and conditions applicable to Bond Linked Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.

All capitalised terms that are not defined in these Bond Linked Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

The following terms and conditions (the Bond Linked Conditions) shall apply to the Certificates if the applicable Final Terms indicate that Bond Linked Certificates is applicable. These Bond Linked Conditions are subject to completion in accordance with the applicable Final Terms.

1 GENERAL

Bond Terms

The Final Terms shall specify:

- (a) the type of Bond Linked Certificates, being Single Bond BLCs or Basket BLCs;
- (b) the Settlement Method;
- (c) the Bond(s) and Bond Issuer;
- (d) the Trade Date and the Scheduled Redemption Date;
- (e) the Bond Nominal Amount in respect of each Bond; and
- (f) the principal amount outstanding as at the Trade Date in respect of each Bond.

2 REDEMPTION

2.1 Redemption absent the occurrence of a Bond Event Determination Date

The relevant Issuer will redeem each Bond Linked Certificate on the related Redemption Date (as such date may be extended in accordance with the definition thereof) by payment of an amount equal to the Final Redemption Amount (together with interest, if any, payable thereon) unless:

- (a) the Bond Linked Certificates have been previously redeemed or purchased and cancelled in full (including pursuant to Bond Linked Condition 2.4 (*Redemption following a Merger Event*) or 2.5 (*Redemption following an Additional Disruption Event*)); or
- (b) a Bond Event Determination Date has occurred, in which event the relevant Issuer shall redeem the Bond Linked Certificates in accordance with Bond Linked Condition 2.2 (*Redemption following the occurrence of a Bond Event Determination Date*).

2.2 Redemption following the occurrence of a Bond Event Determination Date

Subject to Bond Linked Condition 2.3 (*Basket BLCs*), upon the occurrence of a Bond Event Determination Date in relation to any Bond, each Bond Linked Certificate will be subject to redemption:

- (a) if the applicable Settlement Method is “Physical Settlement”, in accordance with Bond Linked Condition 4 (*Physical Settlement*); and
- (b) if the applicable Settlement Method is “Cash Settlement”, by payment on the Cash Settlement Date of an amount, subject to a minimum of zero, equal to (i) such Bond Linked Certificate's *pro rata* share of the Realisable Amount minus (ii) such Bond Linked Certificate's *pro rata* share of the Hedge Amount (if applicable).

2.3 Basket BLCs

If the Bond Linked Certificates are Basket BLCs, then the provisions of these Bond Linked Conditions relating to redemption of Bond Linked Certificates following the occurrence of a Bond Event Determination Date, extension of maturity of Bond Linked Certificates on delivery of an Extension Notice, cessation or suspension of accrual of interest or accrual and payment of interest following the Scheduled Redemption Date shall apply to each Bond Linked Certificate with respect to each Bond separately and to such Bond Linked Certificate's *pro rata* share of the relevant Bond Nominal Amount. As a result, the Bond Linked Certificates will be redeemed in part in respect of each such Bond Event, such part to be determined by reference to the proportion that the Bond Nominal Amount of the affected Bond has to the aggregate Bond Nominal Amounts of such Bond and all the Bonds in respect of which a Bond Event has yet to occur. The remaining provisions of these Bond Linked Conditions shall be construed accordingly.

2.4 Redemption following a Merger Event

If this Bond Linked Condition 2.4 is specified as applicable in the applicable Final Terms, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the relevant Issuer may give notice to the Certificateholders in accordance with General Condition 11 (*Notices*) and redeem all but not some only of the Bond Linked Certificates at the Fair Market Value Redemption Amount (determined in accordance with General Condition 7.4 (*Fair Market Value Redemption Amounts*)) on the Merger Event Redemption Date or, if the applicable Settlement Method is "Physical Settlement", the Certificates will be redeemed in accordance with Bond Linked Condition 4 (*Physical Settlement*).

2.5 Redemption following an Additional Disruption Event

If the Calculation Agent determines that an Additional Disruption Event has occurred, the relevant Issuer may redeem all, but not some of, the Certificates by giving notice to Certificateholders in accordance with General Condition 11 (*Notices*). If the Certificates are so redeemed, the relevant Issuer will pay an amount to each Certificateholder in respect of each Certificate as shall be determined to be the Fair Market Value Redemption Amount (determined in accordance with General Condition 7.4 (*Fair Market Value Redemption Amounts*)) or, if the applicable Settlement Method is "Physical Settlement", the Certificates will be redeemed in accordance with Bond Linked Condition 4 (*Physical Settlement*).

2.6 Suspension of Obligations

If a Potential Failure to Pay occurs with respect to a Bond, then (unless the relevant Issuer otherwise elects by notice to the Calculation Agent and the Certificateholders), from the date of such Potential Failure to Pay any obligation of the relevant Issuer to redeem any Bond Linked Certificate (including pursuant to Bond Linked Condition 2.2 (*Redemption following the occurrence of a Bond Event Determination Date*)) or pay any amount of interest which would otherwise be due thereon shall, insofar as it relates to the relevant Bond, be and remain suspended until such time as the Calculation Agent determines either that a Failure to Pay has occurred with respect to such Bond or the relevant Potential Failure to Pay has been cured.

The Issuer will give notice to the Certificateholders of any such suspension in accordance with General Condition 11 (*Notices*) within 14 days of becoming aware of the same.

If the Calculation Agent determines that the relevant Potential Failure to Pay has been cured, then all obligations of the relevant Issuer that have been suspended in accordance with this Bond Linked Condition 2.6 shall resume and shall be paid to the holders of the Bond Linked Certificates no later than three Business Days following the Calculation Agent making such determination.

Where payment of interest or principal is suspended in accordance with this Bond Linked Condition 2.6, no interest shall accrue on such interest or principal.

2.7 Miscellaneous provisions relating to Redemption

If the Bond Linked Certificates are partially redeemed, the relevant Bond Linked Certificates or, if the Bond Linked Certificates are represented by a Global Certificate, such Global Certificate, shall be endorsed to reflect such partial redemption. Accordingly, upon such partial redemption, the outstanding nominal amount of each Certificate shall be reduced for all purposes (including accrual of interest thereon) accordingly.

Redemption of any Bond Linked Certificate in accordance with Bond Linked Condition 2 (*Redemption*), together with payment of interest, if any, due thereon shall discharge all or the relevant portion of the obligations of the relevant Issuer in relation thereto.

Any amount payable under Bond Linked Condition 2 (*Redemption*) shall be rounded downwards to the nearest sub-unit of the relevant currency.

3 INTEREST

3.1 Cessation of Interest Accrual

- (a) Upon the occurrence of a Bond Event Determination Date in respect of any Bond Linked Certificates, interest on such Bond Linked Certificates (or, in the case of Basket BLCs, the relevant portion thereof determined in accordance with Bond Linked Condition 2.3 (*Basket BLCs*)) shall cease to accrue with effect from and including, the Interest Payment Date immediately preceding such Bond Event Determination Date (or, in the case of the first Interest Period, the Interest Commencement Date).
- (b) Upon the Calculation Agent determining that a Merger Event or Additional Disruption Event has occurred in respect of any Bond Linked Certificates, interest on such Bond Linked Certificates shall cease to accrue with effect from and including, the Interest Payment Date immediately preceding such determination.

3.2 Interest following Scheduled Maturity

Notwithstanding Bond Linked Condition 3.1 (*Cessation of Interest Accrual*), each Bond Linked Certificate shall only accrue interest up to (but excluding) the Scheduled Redemption Date.

3.3 Interest Payment Dates

If the Bond Linked Certificates are redeemed early pursuant to a Bond Event, Merger Event or Additional Disruption Event, the Redemption Date, the Cash Settlement Date or the Delivery Date(s), as the case may be, shall not be Interest Payment Dates in respect of each Bond Linked Certificate (or, in the case of Basket BLCs, the relevant portion thereof determined in accordance with Bond Linked Condition 2.3 (*Basket BLCs*)).

4 PHYSICAL SETTLEMENT

4.1 Delivery and payment

If Physical Settlement applies to any Bond Linked Certificate, then, upon the occurrence of a Bond Event Determination Date or the Calculation Agent determining that a Merger Event or Additional Disruption Event has occurred, the relevant Issuer, or any third party appointed at its discretion, shall, on or prior to the related Physical Settlement Date and subject to Bond Linked Condition 4.2 (*Partial Cash Settlement Due to Impossibility, Impracticality or Illegality*), Bond Linked Condition 4.3 (*Non-Delivery of Bonds*) and Bond Linked Condition 4.6 (*Asset Transfer Notice*), redeem such Bond Linked Certificate or, in the case of Basket BLCs, the relevant portion thereof determined in accordance with Bond Linked Condition 2.3 (*Basket BLCs*), respectively, by:

- (a) Delivering a *pro rata* share of the Bond equal to the Physical Settlement Amount;
- (b) paying such Certificate's *pro rata* portion of the related Physical Settlement Adjustment Rounding Amount; and
- (c) if the Hedge Amount is expressed as a negative number, paying such Certificate's *pro rata* portion of an amount equal to the absolute value of such *pro rata* portion.

4.2 Partial Cash Settlement Due to Impossibility, Impracticality or Illegality

If, due to an event beyond the control of the relevant Issuer, it is in the opinion of the Calculation Agent, impossible, impractical (including, without limitation, due to the relevant Issuer receiving insufficient or incorrect account or transfer information) or illegal for the relevant Issuer to Deliver or, due to an event beyond the control of the relevant Issuer or any Certificateholder, it is in the opinion of the Calculation Agent impossible, impractical or illegal for the relevant Issuer or the relevant Certificateholder to accept Delivery of all the Bonds on the related Physical Settlement Date, then on such date the relevant Issuer shall Deliver any of the Bonds for which it is possible, practicable and legal to take Delivery. If any Undeliverable Bonds have not been Delivered on or prior to the Latest Permissible Physical Settlement Date, then Partial Cash Settlement shall apply with respect to Bond and, accordingly, the relevant Issuer shall pay the relevant Certificateholders an amount equal to the Partial Cash Settlement Amount to be apportioned *pro rata* amongst the relevant Certificateholders on the Partial Cash Settlement Date.

4.3 Non-Delivery of Bonds

If the relevant Issuer does not Deliver any Bond other than as a result of an event or circumstance contemplated in Bond Linked Condition 4.2 (*Partial Cash Settlement Due to Impossibility, Impracticality or Illegality*), such failure shall not constitute an event of default for the purpose of the Certificates and the relevant Issuer may continue to attempt to Deliver the Bond until the Extended Physical Settlement Date.

If, as at the relevant Extended Physical Settlement Date, the relevant Bond has not been Delivered, then Partial Cash Settlement shall apply with respect to such Bond and the relevant Issuer shall pay to the Certificateholders an amount equal to the Partial Cash Settlement Amount to be apportioned *pro rata* amongst the Certificateholders on the Partial Cash Settlement Date.

4.4 Rounding

If the principal amount outstanding of the Bond to be Delivered in respect of each Bond Linked Certificate to be redeemed pursuant to this Bond Linked Condition 4 on any occasion is not equal to an authorised denomination (or integral multiple thereof) of such Bonds then the Bond Nominal Amount of the Bond to be Delivered will be rounded down so that the principal amount outstanding of the Bond being Delivered is equal to the nearest authorised denomination or multiple thereof, or, if none, to zero. In such circumstances, the Bonds that were not capable of being Delivered shall, if and to the extent practicable, be sold by the relevant Issuer or such other agent as may be appointed by the relevant Issuer for such purpose and, if they are so sold, the relevant Issuer

shall make payment in respect of each Bond Linked Certificate in an amount equal to its *pro rata* share of the related net sale proceeds as soon as reasonably practicable following receipt thereof.

4.5 Delivery and Fees

The Delivery of any of the Bond pursuant to the provisions of this Bond Linked Condition 4 shall be made in such commercially reasonable manner as the relevant Issuer shall, in its sole discretion, determine to be appropriate for such Delivery. Subject as set out in the definition of “Deliver”, all expenses including, without limitation, any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax and/or other taxes or duties (together **Delivery Expenses**) arising from the Delivery and/or transfer of the Physical Settlement Amount shall be for the account of the relevant Certificateholder and no Delivery and/or transfer of the Physical Settlement Amount shall be made until all Delivery Expenses have been paid to the satisfaction of the Delivery Agent by the relevant Certificateholder.

Delivery and/or transfer of the Bonds shall be delayed until all expenses relating to such Delivery or transfer payable by the Certificateholders have been paid to the satisfaction of the relevant Issuer.

4.6 Asset Transfer Notice

A Certificateholder will not be entitled to any of the amounts or assets specified as being due to it in this Bond Linked Condition 4 upon the occurrence of a Bond Event Determination Date unless it has complied with Bond Linked Condition 4 (*Physical Settlement Procedures*). For so long as the Bond Linked Certificates are held in any clearing system, any communication from such clearing system on behalf of the Certificateholder containing the information required in an Asset Transfer Notice will be treated as an Asset Transfer Notice. For as long as Certificates are represented by a Global Certificate, surrender of Bond Linked Certificates for such purpose will be effected by presentation of the Global Certificate and its endorsement to Certificate the nominal amount of Bond Linked Certificates to which the relevant Asset Transfer Notice relates.

4.7 Physical Settlement Procedures

(a) Procedure by Certificateholders

If any Bond Linked Certificate falls to be redeemed and Physical Settlement is specified to be the Settlement Method in the applicable Final Terms, any Delivery of Bonds in respect of the Physical Settlement Amount shall be in accordance with any applicable securities laws.

In order to receive the Physical Settlement Amount, the relevant Certificateholder shall, at least ten (10) Business Days, or such other number of Business Days as may be specified in the applicable Final Terms, prior to the Physical Settlement Date:

- (i) if the Bond Linked Certificates are represented by a Global Certificate, present a notice to DTC and/or Euroclear and/or Clearstream, Luxembourg, as the case may be, with a copy to any Certificate Agent or the Registrar, as the case may be, and the relevant Issuer, via the EUCLID System or any equivalent or successor system (a **EUCLID Notice**); or
- (ii) if the Bond Linked Certificate is in definitive form, surrender to the Certificate Agent or the Registrar, as the case may be, the Definitive Certificate, a completed Asset Transfer Notice substantially in the form set out in the Master Certificate Agreement (the **Asset Transfer Notice**) (a copy of which may be obtained from the specified office of any of the Certificate Agents) with a copy to the relevant Issuer.

A EUCLID Notice and an Asset Transfer Notice, as the case may be, are referred to herein as a **Notice**.

- (iii) The EUCLID Notice referred to above must:

- (A) specify the name and address of the relevant Certificateholder and the person from whom the Delivery Agent may obtain details for the Delivery of the Physical Settlement Amount;
 - (B) specify the number of Bond Linked Certificates which are the subject of such notice and the number of the Certificateholder’s account at DTC, Euroclear or Clearstream, Luxembourg, as the case may be, to be debited with such Bond Linked Certificates;
 - (C) irrevocably instruct and authorise DTC, Euroclear or Clearstream, Luxembourg, as the case may be, to debit the relevant Certificateholder’s account with such Bond Linked Certificates on the date on which such Bond Linked Certificates are redeemed in accordance with Bond Linked Condition 4.1 (*Delivery and payment*);
 - (D) provide the Certificateholder’s Certification that it is not a U.S. person, or a person acting on behalf of a U.S. person, or a person within the United States (as such terms are defined in Regulation S under the Securities Act); and
 - (E) authorise the production of such notice in any applicable administrative or legal proceedings.
- (iv) The Asset Transfer Notice referred to above must:
- (A) specify the name and address of the person from whom the Delivery Agent may obtain details for Delivery of the Physical Settlement Amount;
 - (B) authorise the production of such notice in any applicable administrative or legal proceedings; and
 - (C) provide the Certificateholder’s Certification that it is not a U.S. person, or a person acting on behalf of a U.S. person, or a person within the United States (as such terms are defined in Regulation S under the Securities Act).
- (v) No Notice may be withdrawn by the Certificateholder after receipt thereof by DTC, Euroclear or Clearstream, Luxembourg, the Certificate Agent, the Registrar or the relevant Issuer, as the case may be.
- (vi) After delivery of such Notice, the relevant Certificateholder may not transfer the Bond Linked Certificates which are the subject of such Notice and no transfers of the Bond Linked Certificates specified therein represented by a Global Certificate will be effected by DTC and/or Euroclear and/or Clearstream, Luxembourg.
- (vii) Any determination as to whether a notice is valid and has been properly completed and delivered as provided in this Bond Linked Condition 4.7 shall be made by DTC, Euroclear or Clearstream, Luxembourg or the relevant Issuer, as the case may be, after consultation with the Delivery Agent and shall be conclusive and binding on the relevant Issuer and the relevant Certificateholder.

(b) Procedure by the relevant Issuer and others

Upon receipt of a duly completed Notice and (in the case of Bond Linked Certificates in definitive form) the Definitive Certificate to which such Notice relates, the relevant Certificate Agent or the Registrar, as the case may be, DTC, Euroclear or Clearstream, Luxembourg, as the case may be, shall verify that the person specified therein as the accountholder is the holder of the Bond Linked Certificates referred to therein according to its books.

Subject as provided herein, in relation to each Bond Linked Certificate, the Physical Settlement Amount will be Delivered at the risk of the relevant Certificateholder in such commercially reasonable manner as

the Delivery Agent shall, in its sole discretion, determine to be appropriate for such delivery on the Physical Settlement Date for the Bond Linked Certificates, provided that the relevant Bond Linked Certificate in definitive form and the Notice are delivered not later than the close of business in Luxembourg on the date (the **Notice Cut-Off Date**) which is five (5) Business Days (or such other number of Business Days as may be specified in the applicable Final Terms) before the Physical Settlement Date.

(c) *Delay or Failure to Deliver Notice*

If the Bond Linked Certificate in definitive form, if applicable, and the Notice are delivered to the relevant Issuer later than close of business on the Notice Cut-Off Date, then the Physical Settlement Amount will be delivered as soon as practicable after the due date for redemption of the Bond Linked Certificates, at the risk of such Certificateholder.

For the avoidance of doubt, without prejudice to Bond Linked Condition 4.1(b) and 4.1(c), such Certificateholder shall not be entitled to any payment or other assets, whether of interest or otherwise, in the event of the Delivery of the Physical Settlement Amount falling after the due date for redemption of the Bond Linked Certificates pursuant to the provisions of this Bond Linked Condition 4.7 or otherwise due to circumstances beyond the control of the relevant Issuer.

If the relevant Certificateholder fails to deliver a Notice in the manner set out in these Conditions or delivers a Notice on any day falling after the day that is 180 calendar days after the Notice Cut-Off Date or, in the case of Bond Linked Certificates in definitive form, fails to deliver the Definitive Certificate related thereto or fails to pay the expenses referred to in Bond Linked Condition 4.7(d) (*Costs and Expenses*), the relevant Issuer shall be discharged from its obligation in respect of such Bond Linked Certificate and shall have no further obligation or liability whatsoever in respect thereof.

(d) *Delivery at risk of Certificateholder*

Delivery of the Physical Settlement Amount by the relevant Issuer to the Certificateholder shall be at the risk of the Certificateholder and no additional payment or delivery will be due to a Certificateholder where the Physical Settlement Amount is delivered after its due date in circumstances beyond the control of either the relevant Issuer or the Delivery Agent.

(e) *No further liability of Issuer*

After delivery of the Physical Settlement Amount by the relevant Issuer to a Certificateholder pursuant to this Bond Linked Condition 4.7 but prior to the time when the Certificateholder (or his designee) becomes the holder of the relevant Bond (the **Intervening Period**), neither the relevant Issuer nor its agent or nominee shall (i) be under any obligation to deliver to such Certificateholder or any subsequent beneficial owner of such relevant Bond any letter, certificate, notice, circular, dividend or any other document or payment whatsoever received by the relevant Issuer or its agent or nominee in its capacity as the holder of such relevant Bond, (ii) exercise any or all rights (including voting rights) attaching to such relevant Bond during the Intervening Period nor be under any obligation to exercise any such rights during the Intervening Period (either on its own behalf or on behalf of any Certificateholder or any subsequent beneficial owner of such relevant Bond), or (iii) be under any liability to such Certificateholder or any subsequent beneficial owner of such relevant Bond in respect of any loss or damage which such Certificateholder or subsequent beneficial owner may sustain or suffer as a result, whether directly or indirectly, of the relevant Issuer or its agent or nominee being registered during such Intervening Period as legal owner of such relevant Bond.

(f) Escrow

If Escrow is specified in relation to a Bond as applicable, either the relevant Issuer or any Certificateholder may require that Physical Settlement take place through the use of an Escrow Agent (in the case of any such request by a Certificateholder, solely in relation to the Certificates held by such Certificateholder). Any costs or expenses incurred in connection with establishing such escrow arrangement shall be borne by the relevant Certificateholder.

5 MISCELLANEOUS PROVISIONS RELATING TO BOND LINKED CERTIFICATES**5.1 Determinations of the Calculation Agent**

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Bond Linked Conditions shall be final and binding on the relevant Issuer, the Guarantor (if applicable) and the Certificateholders in accordance with the General Conditions. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Bond Linked Certificates including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent, the relevant Issuer or the Guarantor (if applicable) shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

5.2 Delivery of Notices

As soon as reasonably practicable after receiving a Bond Event Notice or Notice of Publicly Available Information from the Calculation Agent, the relevant Issuer shall inform, or shall procure that the Calculation Agent informs the Certificateholders in accordance with General Condition 11 (*Notices*).

5.3 Bond Nominal Amount

The Realisable Amount or Physical Settlement Amount, as the case may be, is determined by reference to the Bond Nominal Amount, subject as set out below. At the time of such determination, the principal amount outstanding of the Bond may not be equal to the Bond Nominal Amount due to a redemption, writedown, accretion or other event relating to the Bond in accordance with its terms and, as a result, such principal amount outstanding will be the amount which is realised, Delivered or otherwise valued in connection with the calculation of the Realisable Amount or Physical Settlement Amount.

Certificateholders shall not be entitled to any return in respect of the difference between such principal amount outstanding and the Bond Nominal Amount as a result thereof provided that where there has been an Exchange Event or the Bonds have been redeemed in whole or in part, in each case in the period from, and including, the Trade Date to, but excluding the Extension Date, the Realisable Amount or Physical Settlement Amount, as the case may be, will take into account such redemption or Exchange Event, in each case as determined by the Calculation Agent.

5.4 Effectiveness of Notices

Any notice referred to in Bond Linked Condition 5.2 (*Delivery of Notices*) above which is delivered at or prior to 5:00 p.m. (London time) on a London Business Day is effective on such date and if delivered after such time or on a day that is not a London Business Day, is deemed effective on the next following London Business Day.

6 DEFINITIONS

In these Bond Linked Conditions:

Additional Disruption Event means any of Change in Law and/or Increased Cost of Hedging, in each case unless disappplied in the applicable Final Terms.

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

Basket BLC means Bond Linked Certificates which are linked to more than one Bond, as specified in the applicable Final Terms.

BLC Business Day means, in respect of any Bond, a day on which commercial banking and foreign exchange markets are generally open to settle payments in the place or places specified for that purpose with respect to such Bond, a TARGET2 Settlement Day (if “TARGET2 Settlement Day” is specified in the applicable Final Terms for that purpose, or, if a place or places are not so specified, a day on which commercial banks and foreign exchange markets are generally open to settlement payments in the jurisdiction of the currency of the related Bond Linked Certificate and the Bond Nominal Amount).

BLC Dealer means (a) a dealer in obligations of the type of Bond for which quotations are to be obtained (as selected by the Calculation Agent) and may include the Calculation Agent or its Affiliate and a Certificateholder or its Affiliate or (b) such other dealer specified as such in the applicable Final Terms.

Bond means the obligation specified as such in the Final Terms (by identifying, among other things, its ISIN or other securities identification number, principal amount on issue and any applicable rate of interest) with the Bond Nominal Amount specified in the Final Terms provided that, for the purposes of determining the Realisable Amount or Physical Settlement Amount, as the case may be, (i) upon the occurrence of an Exchange Event in the period from, and including, the Trade Date to, but excluding, the Extension Date, the asset(s) which the Calculation Agent determines the Issuer would have received had it held the Bond with the Bond Nominal Amount specified in the Final Terms shall be deemed to form part of the Bond and (ii) to the extent the Bond in an amount equal to the Bond Nominal Amount is redeemed in whole or in part in the period from, and including, the Trade Date to, but excluding, the Extension Date, the term "Bond" shall include a sum of money equivalent to the proceeds of such redemption which the Calculation Agent determines the Issuer would have received had it held the Bond with such Bond Nominal Amount.

Bond Currency means the currency or currencies in which a Bond is denominated.

Bond Event means, in respect of a Bond, the occurrence during the period from, and including, the Trade Date to, and including, the Extension Date of one or more of:

- (a) a Failure to Pay;
- (b) a Repudiation/Moratorium;
- (c) a Restructuring;
- (d) a Writedown;
- (e) the Bond has become capable of being declared due and payable before it would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (howsoever described in the terms and conditions governing such Bond as at

the Trade Date), other than a failure to make any required payment, in respect of the Bond Issuer under the Bond;

- (f) the Bond has become due and payable before it would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described in the terms and conditions governing such Bond as at the Trade Date), other than a failure to make any required payment, in respect of the Bond Issuer under the Bond; and
- (g) the Bond is redeemed in part or in full for any reason prior to its scheduled maturity date (other than for the reason set out in sub-paragraph (f) above),

in each case, as determined by the Calculation Agent in its sole discretion.

If an occurrence would otherwise constitute a Bond Event, such occurrence will constitute a Bond Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

- (i) any lack or alleged lack of authority or capacity of the Bond Issuer to enter into any Bond;
- (ii) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Bond, however described;
- (iii) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (iv) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

Bond Event Determination Date means, in respect of any Bond Event, the first date on or before the Extension Date, on which both the Bond Event Notice and, if Notice of Publicly Available Information is specified as being applicable in the Final Terms, the Notice of Publicly Available Information are delivered by the relevant Issuer to the Calculation Agent and the Certificateholders.

Bond Event Notice means an irrevocable notice from the Calculation Agent (which may be in writing (including by facsimile and/or email and/or by telephone) to the relevant Issuer that describes a Bond Event that occurred on or after the Trade Date (determined by reference to the Relevant Time) and on or prior to the Extension Date (determined by reference to the Relevant Time). A Bond Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Bond Event has occurred. The Bond Event that is the subject of the Bond Event Notice need not be continuing on the date the Bond Event Notice is effective.

Bond Issuer means, the party which is the actual obligor of a Bond, as specified in the Final Terms, and any successor to such entity which becomes the obligor under the Bond.

Bond Nominal Amount means, in respect of each Bond, the nominal amount (expressed in terms of the Face Amount) in the Bond Currency of such Bond specified in the Final Terms, subject to Bond Linked Condition 5.3.

Cash Settlement means the settlement method in accordance with Bond Linked Condition 2.2(b).

Cash Settlement Date means either:

- (a) if “Settlement at Maturity” is specified as “Applicable” in the applicable Final Terms, or if neither “Applicable” or “Not Applicable” is specified, the later of (i) the Scheduled Redemption Date and (ii)

three (3) Business Days after determination by the Calculation Agent of the Realisable Amount and the Hedge Amount; or

- (b) if “Settlement at Maturity” is specified as “Not Applicable” in the applicable Final Terms, the date that is the number of Business Days specified in the applicable Final Terms (or, if a number of Business Days is not specified, three (3) Business Days) immediately following the determination by the Calculation Agent of the Realisable Amount and the Hedge Amount.

Change in Law means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority), or the combined effect thereof if occurring more than once, the relevant Issuer determines in its sole and absolute discretion that:

- (a) it is unable to perform its obligations in respect of the Certificates or it has become illegal to hold, acquire or dispose of (i) any relevant hedge positions in respect of the Certificates or (ii) the Bond; or
- (b) it is unable to receive payments from, or on behalf of, the Bond Issuer or to transfer such amounts to a third party; or
- (c) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in maintaining the Certificates in issue or in holding, acquiring or disposing of any relevant hedge positions of the Certificates.

Currency Rate means with respect to a Bond, the rate of conversion between the Settlement Currency and the currency in which such Bond is denominated. The relevant rate shall be the rate displayed on the Currency Screen Page at the Currency Specified Time or, if no such Currency Screen Page is specified in the applicable Final Terms or such Currency Screen Page is not available, the relevant rate shall be the rate determined by the Calculation Agent in good faith and in a commercially reasonable manner.

Currency Screen Page means the relevant screen page specified in the applicable Final Terms for the purpose of determining the relevant exchange rate.

Currency Specified Time means the specified time specified in the applicable Final Terms for the purpose of determining the relevant exchange rate.

Deliver means to deliver, novate, transfer, assign or sell, as appropriate, in the manner customary for the settlement of the applicable Bond (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Bond, to the relevant Issuer or the Certificateholders, as the case may be, free and clear of any and all liens, charges, claims or encumbrances (including, without limitation, any counterclaim, defence (other than a counterclaim or defence as set out in the definition of “Bond Event”) or right of set-off by or of the Bond Issuer.

Delivery Date means, with respect to a Bond, the date such Bond is Delivered.

Escrow Agent means an independent third party financial institution (a) specified by the relevant Issuer prior to the Physical Settlement Date or (b) specified in the applicable Final Terms, in each case subject to the terms of the escrow arrangement.

Exchange Event means the Calculation Agent has determined that a Bond has been converted in whole or in part into, or exchanged for, any other asset or assets (howsoever described).

Extended Physical Settlement Date means the number of BLC Business Days specified in the Final Terms following the Physical Settlement Date and if such number is not so specified, such date as the Calculation Agent may determine in its absolute discretion provided that such date falls no later than the 120th BLC Business Day following the Physical Settlement Date or, in the absence of such determination, such 120th BLC Business Day and provided further that if, under the terms of a Hedge Transaction, the Bond may not be received by the relevant Issuer and/or any of its Affiliates on or before the Extended Physical Settlement Date but the relevant Issuer and/or any of its Affiliates may, in accordance with the terms of the Hedge Transaction, receive or otherwise obtain the Bond in lieu thereof on or before the date falling three (3) BLC Business Days after the Extended Physical Settlement Date, such date may be further extended to a date falling up to three (3) BLC Business Days after the original Extended Physical Settlement Date, or to such earlier date as the Calculation Agent may determine, in its absolute discretion.

Extension Date means the later of:

- (a) the Scheduled Redemption Date (or, if so specified in the applicable Final Terms, such other date falling such number of calendar or Business Days specified in the applicable Final Terms immediately preceding the Scheduled Redemption Date); and
- (b) the third BLC Business Day following the Grace Period Extension Date if:
 - (i) Failure to Pay is an applicable Bond Event in relation to any Bond;
 - (ii) Grace Period Extension is specified as applicable in relation to such Bond; and
 - (iii) the relevant Issuer delivers an Extension Notice under sub-paragraph (b) of the definition thereof.

Extension Notice means a notice from the relevant Issuer to the Calculation Agent and the Certificateholders giving notice of the following in relation to a Bond:

- (a) without prejudice to sub-paragraph (b) below, that a Bond Event has occurred or may occur on or prior to the Scheduled Redemption Date; or
- (b) that a Potential Failure to Pay has occurred or may occur on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time).

Face Amount means, in respect of a Bond, the face amount of such Bond which, as at its issue date, is due on maturity thereof.

Failure to Pay means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Bond Issuer to make, when and where due, any payments under the Bond in accordance with the terms of such Bond at the time of such failure. The amount due shall be determined without regard to the effect of any provisions (howsoever described) of the Bond which:

- (a) permits the limitation of due payments or distribution of funds in accordance with the terms of the Bond or that provide for the extinguishing or reduction of such payments or distributions;
- (b) allows for a Writedown of principal or interest without payment of such amounts to the holders of the Bond;
- (c) permit the limitation of due payments to distribution of funds available from the proceeds of certain assets or which provide for the capitalisation or deferral of interest on the Bond or that provide for extinguishing or reduction of such payments or distributions;

- (d) impose a weighted average coupon cap (howsoever described) whereby the interest rate or entitlement is limited, decreased or increased and the terms of the Bond do not provide for any interest shortfall arising as a result of such provision to be deferred, capitalised or otherwise compensated for at any future time; or
- (e) allow the Bond Issuer not to gross up any amount due in respect of such Bond where the Bond Issuer has been required to withhold or deduct an amount from such sum on account of tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted in any jurisdiction.

Full Quotation means, in accordance with the bid quotations provided by the BLC Dealers, each firm quotation (expressed as an amount payable for the Face Amount) obtained from a BLC Dealer at the Valuation Time, to the extent reasonably practicable, for a Face Amount of the Bond or, as the case may be, Undeliverable Bond equal to the Quotation Amount.

Governmental Authority means any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a Bond Issuer or of the jurisdiction of organisation of the relevant Bond Issuer.

Grace Period means:

- (a) subject to sub-paragraphs (b) and (c) below, the applicable grace period with respect to payments under the relevant Bond under the terms of such Bond in effect as of the date as of which such Bond is issued or incurred; and
- (b) if Grace Period Extension is specified to be applicable in the applicable Final Terms in relation to the relevant Bond, a Potential Failure to Pay has occurred on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time) and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time), the Grace Period shall be deemed to be the lesser of such grace period and the period specified as such in the applicable Final Terms or, if no period is specified, thirty calendar days.

Grace Period Business Day means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Bond and if a place or places are not so specified, in the jurisdiction of the currency of the Bond.

Grace Period Extension Date means, if:

- (a) Grace Period Extension is specified as applicable in relation to a Bond in the applicable Final Terms; and
- (b) a Potential Failure to Pay occurs on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time),

the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay.

Hedge Amount means:

- (a) if “One-Way Hedge Amount” is specified in the applicable Final Terms, an amount in the Settlement Currency, subject to a minimum of zero, determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including loss of funding), tax, and duties incurred by the relevant Issuer (and/or its Affiliates on its behalf) in connection with the redemption of the Bond Linked Certificates and/or the termination, settlement or re-establishment of any Hedge Transaction on or around the Bond Event Determination Date;

- (b) if “Two-Way Hedge Amount” is specified in the applicable Final Terms, an amount in the Settlement Currency (which may be expressed as a positive number or a negative number) determined by the Calculation Agent equal to the sum of (without duplication) all costs and gains incurred by the relevant Issuer and/or its Affiliates on its behalf in connection with the redemption of the Bond Linked Certificates and/or the termination, settlement or re-establishment of any Hedge Transaction on or around the Bond Event Determination Date. A cost will be expressed as a positive number and a gain as a negative number; or
- (c) if Hedge Amount is specified as “Not Applicable” in the applicable Final Terms, zero.

Hedge Transaction means any transaction or trading position entered into or held by the relevant Issuer and/or any of its Affiliates to hedge, directly or indirectly, the relevant Issuer’s obligations or positions (whether in whole or in part) in respect of the Bond Linked Certificates (including, without limitation, any rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, interest rate option, currency transaction, asset swap transaction, credit derivative transaction or funding transaction such as, but not limited to, an internal funding arrangement or a repurchase transaction).

Increased Cost of Hedging means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the relevant Issuer, the Guarantor, (if applicable) and/or any of their respective Affiliates shall not be deemed an Increased Cost of Hedging.

Latest Permissible Physical Settlement Date means, in respect of partial cash settlement due to a Potential Cash Settlement Event, 30 calendar days following the Physical Settlement Date (or any earlier date designated by the Calculation Agent following any determination by the Calculation Agent that the relevant Issuer, or the Delivery Agent on its behalf, is or will be unable to or it will be impractical for the relevant Issuer or the Delivery Agent on its behalf to Deliver all or any portion of the Bonds).

London Business Day means a day on which commercial banks and foreign exchange markets are generally open to settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

Merger Event means that at any time during the period from (and including) the Trade Date to (but excluding) the Scheduled Redemption Date the relevant Issuer or the Guarantor (if applicable) consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, a Bond Issuer, or (if applicable) the Guarantor and a Bond Issuer or the relevant Issuer and a Bond Issuer become Affiliates.

Merger Event Redemption Date means the date specified by the relevant Issuer in the notice to Certificateholders.

Notice Cut-Off Date has the meaning set out in Bond Linked Condition 4.7(b) (*Procedure by the relevant Issuer and others*).

Notice of Publicly Available Information means an irrevocable notice from the Calculation Agent (which may be by telephone) to the relevant Issuer that cites Publicly Available Information confirming the occurrence of the Bond Event, as applicable, described in the Bond Event Notice. The notice must contain a

copy, or a description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified as applicable in the Final Terms and a Bond Event Notice contains Publicly Available Information, such Bond Event Notice will also be deemed to be a Notice of Publicly Available Information.

Officer’s Certification means a certificate signed by a director (or other substantively equivalent title) of the relevant Issuer which shall certify the occurrence of a Bond Event with respect to a Bond.

Partial Cash Settlement Amount means, where the applicable Settlement Method is Physical Settlement, an amount determined by the Calculation Agent equal to the Realisable Amount determined for the Undeliverable Bond.

Partial Cash Settlement Date means, in relation to an Undeliverable Bond, the date falling three (3) BLC Business Days after the determination of the Realisable Value of such Undeliverable Bond or such other date falling such number of BLC Business Days after the determination of the Realisable Value as is specified in the applicable Final Terms.

Physical Settlement means the settlement method in accordance with Bond Linked Condition 2.2(a).

Physical Settlement Adjustment means a reduction to the Bonds which would otherwise have been Delivered in accordance with Bond Linked Condition 4.1 by an amount of Bonds having a liquidation value in the Settlement Currency equal to the Hedge Amount (if the Hedge Amount is a positive number, representing an amount payable by the relevant Issuer or its Affiliates in connection with the termination, settlement or re-hedge of any Hedge Transaction) rounded upwards to the nearest whole denomination of a Bond, such amount to be determined by the Calculation Agent. Where the applicable Final Terms specify that Hedge Amount is not applicable, the Physical Settlement Adjustment shall be zero.

Physical Settlement Adjustment Rounding Amount means an amount (if any) equal to the difference between the absolute value of the Physical Settlement Adjustment and the liquidation value in the Settlement Currency of such whole number of Bonds as are not required to be Delivered by the relevant Issuer by way of compensation for any Hedge Amount.

Physical Settlement Amount means, in respect of any Bond, the Bond, as adjusted by any Physical Settlement Adjustment.

Physical Settlement Date means the last day of the longest Physical Settlement Period following the occurrence of a Bond Event Determination Date or the determination by the Calculation Agent of the occurrence of Merger Event or Additional Disruption Event, as the case may be, as specified in relation to a Bond.

Physical Settlement Period means the number of BLC Business Days specified as such in the Final Terms or, if a number of BLC Business Days is not so specified, then the longest number of BLC Business Days for settlement in accordance with then current market practice of such Bond, as determined by the Calculation Agent.

Potential Cash Settlement Event means an event beyond the control of the relevant Issuer (including, without limitation, failure of the relevant clearance system or due to any law, regulation or court order, but excluding markets conditions or any contractual, statutory and/or regulatory restriction relating to the relevant Bond, or due to the failure of the Certificateholder to give the relevant Issuer details of accounts for settlement; or a failure of the Certificateholder to open or procure the opening of such accounts or if the Certificateholders are unable to accept Delivery of the portfolio of Bonds for any other reason).

Potential Failure to Pay means an event which would be a Failure to Pay with respect to a Bond save for a grace period or any conditions precedent to the commencement of a grace period applicable to such Bond, in accordance with the terms of such Bond at the time of such event.

Public Source means each source of Publicly Available Information specified as such in the applicable Final Terms (or, if a source is not so specified in the Final Terms, each of Bloomberg Service, Dow Jones Telerate Service, Reuter Monitor Money Rates Services, Dow Jones News Wire, Wall Street Journal, New York Times, Nihon Keizai Shinbun, Asahi Shinbun, Yomiuri Shinbun, Financial Times, La Tribune, Les Echos and The Australian Financial Review (and successor publications), the main source(s) of business news in the country in which the Bond is organised and any other internationally recognised published or electronically displayed news sources).

Publicly Available Information means information that reasonably confirms any of the facts relevant to the determination that the Bond Event, as applicable, described in a Bond Event Notice has occurred and which:

- (i) has been published in the number of Public Sources specified in the Final Terms, regardless of whether the reader or user thereof pays a fee to obtain such information provided that, if either the Calculation Agent or the relevant Issuer, the Guarantor (if applicable) or any of their respective Affiliates is cited as the sole source of such information, then such information shall not be deemed to be Publicly Available Information unless either the Calculation Agent or the relevant Issuer, the Guarantor (if applicable) or any of their Affiliates is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent or paying agent, facility agent or agent bank for a Bond;
- (ii) is information received from or published by (A) a Bond Issuer (or a Sovereign Agency in respect of a Bond which is a Sovereign or (B) a trustee, fiscal agent, administrative agent, clearing agent or paying agent, facility agent or agent bank for a Bond Issuer;
- (iii) is received from the Issuer, the Guarantor or any of their Affiliates as the sole holder of the Bond with respect to which a Bond Event has occurred; or
- (iv) is information contained in any petition or filing instituting a proceeding against or by the Bond Issuer seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (1) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (2) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof; or
- (v) is information contained in any order, decree, notice or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body.

In the event that the Calculation Agent, the Issuer or the Guarantor or any Affiliate thereof is:

- (I) the sole source of information in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for a Bond; or
- (II) the sole holder of the Bond with respect to which a Bond Event has occurred,

the Calculation Agent shall be required to deliver to the relevant Issuer an Officer's Certification.

In relation to any information of any type described in sub-paragraphs (ii) to (v) above, the Calculation Agent may assume that such information has been disclosed to it without violating any law, agreement or understanding regarding the confidentiality of such information and that the party disclosing such information has not taken any action or entered into any agreement or understanding with the Bond or any Affiliate of the Bond that would be breached by, or would prevent, the disclosure of such information to third parties.

Publicly Available Information need not state that such occurrence:

- (A) is the result of exceeding any applicable Grace Period; or
- (B) has met the subjective criteria specified in certain Bond Events.

Quotation means, in respect of a Bond or an Undeliverable Bond, as the case may be, each Full Quotation and the Weighted Average Quotation obtained and expressed as an amount payable for the Quotation Amount, with respect to a Valuation Date in the manner that follows:

- (a) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Relevant Valuation Date from three (3) or more BLC Dealers. If the Calculation Agent is unable to obtain two (2) or more such Full Quotations on the same BLC Business Day within three (3) BLC Business Days of a Relevant Valuation Date, then on the next following BLC Business Day (and, if necessary, on each BLC Business Day thereafter until the tenth BLC Business Day following the applicable Relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from three (3) or more BLC Dealers and, if two (2) or more Full Quotations are not available, a Weighted Average Quotation. If the Calculation Agent is unable to obtain two (2) or more Full Quotations or a Weighted Average Quotation on the same BLC Business Day on or prior to the tenth BLC Business Day following the applicable Relevant Valuation Date the Quotations shall be deemed to be any Full Quotation obtained from a BLC Dealer at the Valuation Time on such tenth BLC Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Bond obtained from BLC Dealers at the Valuation Time on such tenth BLC Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation shall be deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.
- (b) If:
 - (i) “Include Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, such Quotations shall include accrued but unpaid interest;
 - (ii) “Exclude Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, such Quotations shall not include accrued but unpaid interest; and
 - (iii) neither “Include Accrued Interest” nor “Exclude Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, the Calculation Agent shall determine based on then current market practice in the market of the Bond, whether such Quotations shall include or exclude accrued but unpaid interest, all Quotations shall be obtained in accordance with this determination;
 - (iv) any Quotation obtained is expressed by a BLC Dealer as a percentage, the Calculation Agent shall, for the purposes hereof, determine what such Quotation would be if expressed as an amount payable for the Quotation Amount; and

- (v) an Exchange Event has occurred, for the purposes of determining a Quotation in respect of the original Bond (to the extent applicable) the Quotation Amount shall be reduced by the Calculation Agent (acting in its sole discretion) so that it reflects the proportion of the Bond Nominal Amount of the Bond which has not been affected by the Exchange Event.

Quotation Amount means:

- (a) with respect to a Bond, the Bond Nominal Amount at the time of the Relevant Valuation Date; and
- (b) respect to each type or issue of Undeliverable Bond, an amount equal to the portion of the Bond Nominal Amount relating to such Undeliverable Bond (as determined by the Calculation Agent).

Realisable Amount means the realisable value of the Bond or the Undeliverable Bond, as relevant, determined by the Calculation Agent as being the highest Quotation obtained by the Calculation Agent (or otherwise in accordance with the definition of “Quotation”) with respect to the Relevant Valuation Date and expressed in the Settlement Currency using, if applicable a conversion rate determined by the Calculation Agent by reference to the Currency Rate provided that:

- (a) in relation to a Bond that takes the form in whole or in part of cash, the Realisable Amount for such portion of the Bond which related to cash shall be equal to the amount of the cash expressed in the Settlement Currency using, if applicable a conversion rate determined by the Calculation Agent by reference to the Currency Rate; and
- (b) in relation to a Bond that has been the subject of an Exchange Event, the Realisable Amount shall be determined by the Calculation Agent, acting in a commercially reasonable manner, by reference to such pricing sources as it deems appropriate in the circumstances.

Redemption Date means the later of :

- (a) the Scheduled Redemption Date; and
- (b) the date falling three (3) Business Days after the Extension Date.

Relevant Time means with respect to any Bond, Greenwich Mean Time or Tokyo time, as specified in the applicable Final Terms.

Relevant Valuation Date means the Valuation Date or Undeliverable Valuation Date, as the case may be.

Repudiation/Moratorium means an authorised officer of a Bond Issuer or a Governmental Authority:

- (i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, the Bond ; or
- (ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to the Bond.

Restructuring means the Calculation Agent has determined that, with respect to a Bond, any one or more of the following events occurs in a form that binds all holders of such Bond, is agreed between the Bond or a Governmental Authority and a sufficient number of holders of such Bond to bind all holders of such Bond or is announced (or otherwise decreed) by a Bond or a Governmental Authority in a form that binds all holders of such Bond, and such event is not expressly provided for under the terms of such Bond in effect as of the Trade Date:

- (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals;

- (ii) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;
- (iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
- (iv) a change in the ranking in priority of payment of the Bond, causing the Subordination of such Bond to any other obligation;
- (v) the exchange or conversion of the Bond into any other form of security or asset (howsoever described) or
- (vi) any change in the currency or composition of any payment of interest or principal to any other currency.

Scheduled Redemption Date means the date specified as such in the applicable Final Terms. Such date shall be subject to adjustment in accordance with the applicable Business Day Convention.

Settlement Currency means the currency specified as such in the applicable Final Terms, or if no currency is so specified in the Final Terms, the currency of the Bond Linked Certificates.

Settlement Method means:

- (a) Cash Settlement or Physical Settlement, as specified in the Final Terms; or
- (b) if no Settlement Method is specified in the Final Terms, Cash Settlement.

Single Bond BLC means Bond Linked Certificates which are linked to a single Bond.

Sovereign means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority (including without limiting the foregoing, the central bank) thereof.

Sovereign Agency means any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) of a Sovereign.

Subordination means, with respect to a Bond (the **Subordinated Obligation**) and another obligation of the Bond Issuer to which such Bond is being compared (the **Senior Obligation**), a contractual, trust or other similar arrangement providing that (a) upon the liquidation, dissolution, reorganisation or winding up of the Bond Issuer, claims of the holders of the Senior Obligation will be satisfied prior to the claims of the holders of the Subordinated Obligation or (b) the holders of the Subordinated Obligation will not be entitled to receive or retain payments in respect of their claims against the Bond Issuer at any time that the Bond Issuer is in payment arrears or is otherwise in default under the Senior Obligation. “Subordinated” will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Bond Issuer is a Sovereign.

Trade Date means the date specified as such in the applicable Final Terms.

Undeliverable Bond means a Bond, or portion of that Bond, which, on the Physical Settlement Date for such Bond, the Calculation Agent determines for any reason (including without limitation, failure by the Certificateholder to deliver an Asset Transfer Notice, failure of the relevant clearance system or due to any law, regulation, court order or market conditions) it is impossible, impracticable or illegal to Deliver on the Physical Settlement Date.

Undeliverable Valuation Date means the date that is five (5) BLC Business Days after the Latest Permissible Physical Settlement Date or, as applicable, the Extended Physical Settlement Date.

Valuation Date means any BLC Business Day falling within the number of BLC Business Days specified in the Final Terms or if no such BLC Business Days are specified, within 122 BLC Business Days following the Bond Event Determination Date.

Valuation Time means the time specified in relation to a Bond or, if no time is so specified, 11.00 a.m. in the principal trading market for the relevant Bond or Undeliverable Bond, as the case may be.

Weighted Average Quotation means, in accordance with the bid quotations provided by the BLC Dealers, the weighted average of firm quotations (expressed as a percentage of the Face Amount of the Bond) obtained from the BLC Dealers at the Valuation Time, to the extent reasonably practicable, each for a Face Amount of the Bond or Undeliverable Bond, as the case may be, of as large a size as available but less than the Quotation Amount that in the aggregate are approximately equal to the Quotation Amount.

Writedown means the occurrence at any time on or after the Trade Date of:

- (a) a writedown or applied loss (however described in the terms of the Bond) resulting in a reduction in the amount payable on any payment date (other than as a result of a scheduled or unscheduled payment of principal); or
- (b) the attribution of a principal deficiency or realized loss (however described under the Bond) to the Bond resulting in a reduction or subordination of the current interest payable on the Bond;
- (c) the forgiveness of any amount of principal by the holders of the Bond pursuant to an amendment to the terms of the Bond resulting in a reduction in the amount payable on any payment date; or
- (d) the Calculation Agent otherwise determines that there has been an implied writedown of principal or interest in respect of the Bond.

ANNEX 4 – ALTERNATIVE CURRENCY CONDITIONS

This annex sets out additional terms and conditions for Certificates that are Alternative Currency Certificates.

The terms and conditions applicable to Alternative Currency Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.

All capitalised terms that are not defined in these Alternative Currency Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

*The following terms and conditions (the **Alternative Currency Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Alternative Currency Equivalent is applicable. These Alternative Currency Conditions are subject to completion in accordance with the applicable Final Terms.*

1 SHIBOR

SHIBOR means the Shanghai Interbank Offered Rate as published on <http://www.shibor.org>, by China Foreign Exchange Trade System & National Interbank Funding Centre under the authorisation of the People’s Bank of China, at around 11.30 a.m., Beijing time on each Business Day, including 8 critical terms, i.e. O/N, 1W, 2W, 1M, 3M, 6M, 9M, 1Y, each representing the rate for the corresponding period.

If a Rate of Interest is specified in the Final Terms as SHIBOR, “SHIBOR” will be the rate determined by the relevant Issuer acting by and through its Hong Kong Branch (or, if one is specified in the applicable Final Terms, the Calculation Agent instead of the relevant Issuer acting by and through its Hong Kong Branch) on the following basis:

- (a) If, at or around 11:30 a.m. (Beijing time) on the Interest Determination Date or the Redemption Determination Date (as the case may be), a relevant SHIBOR is published on <http://www.shibor.org>, then the relevant SHIBOR will be that rate; and for the purposes of these Conditions, the relevant SHIBOR means SHIBOR in a critical term corresponding to the relevant Interest Period.
- (b) If for any reason the relevant SHIBOR is not published in respect of a certain Interest Determination Date or Redemption Determination Date (as the case may be), the relevant SHIBOR in respect of the business day immediately preceding that Interest Determination Date or Redemption Determination Date (as the case may be) shall be applied in place thereof.

2 DEFINITIONS

Alternative Currency means Hong Kong dollar or such other currency as may be specified as such in the applicable Final Terms (or any lawful successor currency to that currency).

Alternative Currency Event means any one of Illiquidity, Non-Transferability and Inconvertibility.

Alternative Settlement Rate means the spot rate between the Scheduled Payment Currency and the Alternative Currency determined by the Calculation Agent, taking into consideration all available information which the Calculation Agent deems relevant (including, but not limited to, if the Scheduled Payment Currency is CNY, the pricing information obtained from the CNY non-deliverable market outside the PRC and/or the CNY exchange market inside the PRC).

Dual Currency (Interest) Feature has the meaning set out in Chapter 11 (*Dual Currency (Interest) Payoff Feature Conditions*) of Annex 7 (*Payoff Feature Conditions*).

Dual Currency (Redemption) Payoff Feature has the meaning set out in Chapter 3 (*Dual Currency (Redemption) Payoff Feature Conditions*) of Annex 7 (*Payoff Feature Conditions*).

Governmental Authority means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the Scheduled Payment Currency Jurisdiction.

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

Inconvertibility means the occurrence of any event that makes it impossible, impracticable or illegal for the relevant Issuer and/or any of its affiliates to convert any amount into or from the Scheduled Payment Currency as may be required to be paid by the relevant Issuer under the Certificates on any payment date or such other amount as may be determined by the Calculation Agent in its sole and absolute discretion at the general Scheduled Payment Currency exchange market in the Scheduled Payment Currency Jurisdiction, other than where such impossibility, impracticability or illegality is due solely to the failure of that party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the relevant Series of Certificates and it is impossible for the relevant Issuer and/or any of its affiliates, due to an event beyond the control of the relevant Issuer or the relevant affiliate, to comply with such law, rule or regulation).

Interest Currency has the meaning set out in the Dual Currency (Interest) Feature.

Illiquidity means the general Scheduled Payment Currency exchange market in the Scheduled Payment Currency Jurisdiction becomes illiquid as a result of which the relevant Issuer and/or any of its affiliates cannot obtain sufficient Scheduled Payment Currency in order to make a payment or perform any other of its obligations under the Certificates, as determined by the Calculation Agent in good faith and in a commercially reasonable manner.

Non-Transferability means the occurrence of any event that makes it impossible, impracticable or illegal for the relevant Issuer and/or any of its affiliates to deliver the Scheduled Payment Currency between accounts inside the Scheduled Payment Currency Jurisdiction or from an account inside the Scheduled Payment Currency Jurisdiction to an account outside the Scheduled Payment Currency Jurisdiction, other than where such impossibility, impracticability or illegality is due solely to the failure of the relevant Issuer and/or the relevant affiliate to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the relevant Issuer and/or any of its affiliates, due to an event beyond the control of the relevant Issuer and/or the relevant affiliate, to comply with such law, rule or regulation).

PRC means the People's Republic of China.

Redemption Currency has the meaning set out in the Dual Currency (Redemption) Payoff Feature.

Scheduled Payment Currency means the Specified Currency (or, in the case of Certificates to which the Dual Currency (Interest) Payoff Feature or the Dual Currency (Redemption) Payoff Feature applies, the Interest Currency or the Redemption Currency, as the case may be).

Scheduled Payment Currency Jurisdiction means (a) if CNY is specified in the applicable Final Terms as the Scheduled Payment Currency, Hong Kong or (b) any other jurisdiction specified as such in the applicable Final Terms with respect to any Scheduled Payment Currency.

3 ALTERNATIVE CURRENCY EVENT

If an Alternative Currency Event, as determined by the Calculation Agent in its sole and absolute discretion, exists on a date for payment of any amount in respect of any Certificate, the relevant Issuer may determine one or more of the following, and require the Calculation Agent to take such action or make such determination accordingly, in its sole and absolute discretion:

- (a) the relevant payment by the relevant Issuer be postponed to the date falling 10 Business Days after the date on which the Alternative Currency Event ceases to exist or, if that would not be possible (as determined by the relevant Issuer acting in good faith) as soon as reasonably practicable thereafter (provided that, in each case, the relevant payment made on such postponed date will be made without any interest or any other additional sum payable in respect of the postponement of the payment of such amount);
- (b) that the relevant Issuer's obligation to make a payment in Scheduled Payment Currency under the terms of the Certificates be replaced by an obligation to pay such amount in the Alternative Currency (converted at the Alternative Settlement Rate determined by the Calculation Agent as of a time selected in good faith by the Calculation Agent); and
- (c) by giving notice to the Certificateholders in accordance with the Conditions, the relevant Issuer, in its sole and absolute discretion, may redeem all, but not some only, of the Certificates, each Certificate being redeemed at its Early Redemption Amount.

Upon the occurrence of a Alternative Currency Event, the relevant Issuer shall give notice, as soon as practicable, to the Certificateholders in accordance with General Condition 11 (*Notices*) stating the occurrence of the Alternative Currency Event, giving brief details thereof and the action proposed to be taken in relation thereto.

Any payment made by the relevant Issuer in the Alternative Currency in accordance with these Alternative Currency Conditions will constitute valid payment and will not constitute a default in respect of the Certificates.

ANNEX 5 – STANDARD PAYOFF CONDITIONS

The chapters of this annex each set out additional terms and conditions that may apply to the interest and/or redemption in respect of the Certificates.

The terms and conditions applicable to the Linked Interest Rate on Linked Interest Certificates and/or the Redemption Payoff on Linked Redemption Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.

If the applicable Final Terms specify that a Standard Interest Payoff is applicable for the purposes of a Combination Interest Payoff specified in the applicable Final Terms as applicable, such Standard Interest Payoff shall only apply for the purposes of determining the relevant Linked Interest Rate in accordance with such Combination Interest Payoff.

If the applicable Final Terms specify that a Standard Redemption Payoff is applicable for the purposes of a Combination Redemption Payoff specified in the applicable Final Terms as applicable, such Standard Redemption Payoff shall only apply for the purposes of determining the relevant Redemption Payoff in accordance with such Combination Redemption Payoff.

If the applicable Final Terms specify that a Standard Interest Payoff is applicable for the purposes of a Payoff Feature specified in the applicable Final Terms as applicable, such Standard Interest Payoff shall only apply for the purposes of determining the relevant Linked Interest Rate in accordance with such Payoff Feature.

If the applicable Final Terms specify that a Standard Redemption Payoff is applicable for the purposes of a Payoff Feature specified in the applicable Final Terms as applicable, such Standard Redemption Payoff shall only apply for the purposes of determining the relevant Redemption Payoff in accordance with such Payoff Feature.

If the applicable Final Terms specify that a Standard Interest Payoff is applicable for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount, as the case may be, such Standard Interest Payoff shall only apply for the purposes of determining the Final Redemption Amount, Instalment Redemption Amount or Early Redemption Amount in accordance with the applicable Redemption Method.

All capitalised terms that are not defined in these Standard Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

*The following chapters comprise the terms and conditions (the **Standard Payoff Conditions**) that shall apply to the Certificates if the applicable Final Terms indicate that one or more chapters of the Standard Payoff Conditions is applicable. Only those chapters containing a payoff specified in the applicable Final Terms to be applicable will apply to a particular Series of Certificates. The Standard Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

The Standard Payoff Conditions are set out as follows:

Part A

Standard Interest Payoff Conditions

The interest payable (if any) on the Certificates may (i) be calculated using the Linked Interest Rate determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms), (ii) use one or more Linked Interest Rates, determined in accordance with one of the chapters which follows, as a component of

a formula if a Combination Interest Payoff is applicable (as may be specified in the applicable Final Terms and as described in greater detail in Annex 6 (Combination Payoff Conditions)), or (iii) be affected by a Payoff Feature which is dependent on the Linked Interest Rate determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms and as described in greater detail in Annex 7 (Payoff Feature Conditions)).

| | |
|---|------------|
| Standard Fixed Interest | Chapter 1 |
| Standard Floating Interest | Chapter 2 |
| Standard Asian Option Interest | Chapter 3 |
| Standard Collar Interest | Chapter 4 |
| Standard Floater Interest | Chapter 5 |
| Standard Floored Floater Interest | Chapter 6 |
| Standard Inverse Floater Interest | Chapter 7 |
| Standard Strangle Interest | Chapter 8 |
| Standard Alternative Basket Interest | Chapter 9 |
| Standard Strangle Basket Interest | Chapter 10 |
| Standard Option Basket Interest | Chapter 11 |
| Standard Lookback Minimum Performance Interest | Chapter 12 |
| Standard Lookback Maximum Performance Interest | Chapter 13 |
| Standard Maximum-Minimum Interest | Chapter 14 |
| Standard Volbond Interest | Chapter 15 |
| Standard Year on Year Participation Interest | Chapter 16 |
| Standard Lookback Maximum Performance Basket Interest | Chapter 17 |
| Standard Lookback Minimum Performance Basket Interest | Chapter 18 |
| Standard Maximum-Minimum Basket Interest | Chapter 19 |
| Standard Volbond Basket Interest | Chapter 20 |
| Standard Year on Year Participation Basket Interest | Chapter 21 |
| Standard Fixed Digital Interest | Chapter 22 |
| Standard Fixed-to-Floating Interest | Chapter 23 |
| Standard Range Accrual Interest | Chapter 24 |
| Standard Resettable Range Accrual Interest | Chapter 25 |
| Standard 3D Range Accrual Interest | Chapter 26 |
| Standard Total Range Accrual Interest | Chapter 27 |
| Standard Fixed Digital Basket Interest | Chapter 28 |
| Standard Power Interest | Chapter 29 |
| Standard Dual Range Accrual Interest | Chapter 30 |
| Standard Trend Participation Interest | Chapter 31 |
| Standard Lookback Trend Participation Interest | Chapter 32 |
| Standard Average Trend Participation Interest | Chapter 33 |

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|--|------------|
| Standard Trend Participation Basket Interest | Chapter 34 |
| Standard Average Trend Participation Basket Interest | Chapter 35 |
| Standard Multi Fixed Digital Interest | Chapter 36 |
| Standard Digital to Participation Interest | Chapter 37 |
| Standard Knock-out Range Accrual Interest | Chapter 38 |
| Standard Product Basket Interest | Chapter 39 |
| Standard Multi Fixed Basket Interest | Chapter 40 |
| Standard Fixed Range Accrual Basket Interest | Chapter 41 |

Part B

Standard Redemption Payoff Conditions

The amount payable on redemption (if any) of the Certificate may (i) be calculated using the Redemption Payoff determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms), (ii) use one or more Redemption Payoff, determined in accordance with one of the chapters which follows, as a component of a formula if a Combination Redemption Payoff is applicable (as may be specified in the applicable Final Terms and as described in greater detail in Annex 6 (Combination Payoff Conditions)), or (iii) be affected by a Payoff Feature which is dependent on the Redemption Payoff determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms and as described in greater detail in Annex 7 (Payoff Feature Conditions)).

| | |
|---|------------|
| Standard Fixed Redemption | Chapter 1 |
| Standard Asian Option Redemption | Chapter 2 |
| Standard Collar Redemption | Chapter 3 |
| Standard Floater Redemption | Chapter 4 |
| Standard Floored Floater Redemption | Chapter 5 |
| Standard Inverse Floater Redemption | Chapter 6 |
| Standard Strangle Redemption | Chapter 7 |
| Standard Alternative Basket Redemption | Chapter 8 |
| Standard Strangle Basket Redemption | Chapter 9 |
| Standard Option Basket Redemption | Chapter 10 |
| Standard Lookback Minimum Performance Redemption | Chapter 11 |
| Standard Lookback Maximum Performance Redemption | Chapter 12 |
| Standard Maximum-Minimum Redemption | Chapter 13 |
| Standard Volbond Redemption | Chapter 14 |
| Standard Year on Year Participation Redemption | Chapter 15 |
| Standard Lookback Maximum Performance Basket Redemption | Chapter 16 |
| Standard Lookback Minimum Performance Basket Redemption | Chapter 17 |
| Standard Maximum-Minimum Basket Redemption | Chapter 18 |
| Standard Volbond Basket Redemption | Chapter 19 |
| Standard Year on Year Participation Basket Redemption | Chapter 20 |

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|--|------------|
| Standard Fixed Digital Redemption | Chapter 21 |
| Standard Fixed-to-Floating Redemption | Chapter 22 |
| Standard Range Accrual Redemption | Chapter 23 |
| Standard Resettable Range Accrual Redemption | Chapter 24 |
| Standard 3D Range Accrual Redemption | Chapter 25 |
| Standard Total Range Accrual Redemption | Chapter 26 |
| Standard Fixed Digital Basket Redemption | Chapter 27 |
| Standard Power Redemption | Chapter 28 |
| Standard Dual Range Accrual Redemption | Chapter 29 |
| Standard Trend Participation Redemption | Chapter 31 |
| Standard Lookback Trend Participation Redemption | Chapter 32 |
| Standard Average Trend Participation Redemption | Chapter 33 |
| Standard Trend Participation Basket Redemption | Chapter 34 |
| Standard Average Trend Participation Basket Redemption | Chapter 35 |
| Standard Multi Fixed Digital Redemption | Chapter 36 |
| Standard Digital to Participation Redemption | Chapter 37 |
| Standard Knock-out Range Accrual Redemption | Chapter 38 |
| Standard Product Basket Redemption | Chapter 39 |
| Standard Multi Fixed Basket Redemption | Chapter 40 |
| Standard Fixed Range Accrual Basket Redemption | Chapter 41 |

Standard Payoff Conditions: Part A: Chapter 1: Standard Fixed Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Interest to be applicable.

*The following terms and conditions (the **Standard Fixed Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Interest (the **Standard Fixed Interest**) is applicable. These Standard Fixed Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Fixed Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

1 STANDARD FIXED INTEREST

The Linked Interest Rate is calculated in accordance with the General Conditions and is not affected by the value of any Underlying.

1.1 Definitions and interpretation

For the purposes of these Standard Fixed Interest Payoff Conditions, the following terms shall have the following meanings:

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

1.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Interest is applicable in respect of such Interest Accrual Period shall be calculated in accordance with General Condition 5.1 (*Interest on Fixed Rate Certificates*).
- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Fixed Interest Payoff Condition 1.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 2: Standard Floating Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Floating Interest to be applicable.

*The following terms and conditions (the **Standard Floating Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Floating Interest (the **Standard Floating Interest**) is applicable. These Standard Floating Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Floating Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

2 STANDARD FLOATING INTEREST

The Linked Interest Rate is calculated as equal to the Rate of Interest determined in accordance with the General Conditions.

2.1 Definitions and interpretation

For the purposes of these Standard Floating Interest Payoff Conditions, the following terms shall have the following meanings:

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

2.2 Linked Interest Rates

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Floating Interest is applicable in respect of such Interest Accrual Period shall be calculated as equal to the Rate of Interest determined in accordance with General Condition 5.2 (*Interest on Floating Rate Certificates*).
- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Floating Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Floating Interest Payoff Condition 2.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 3: Standard Asian Option Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Asian Option Interest to be applicable.

*The following terms and conditions (the **Standard Asian Option Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Asian Option Interest (the **Standard Asian Option Interest**) is applicable. These Standard Asian Option Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Asian Option Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

3 STANDARD ASIAN OPTION INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Fixed Rate added to the result of Leverage multiplied by Average Underlying Value. The Average Underlying Value reflects the arithmetic average of the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time on each Performance Observation Date corresponding to the Interest Accrual Period. The average value of the Underlying will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Fixed Rate, the Cap and the Floor.

3.1 Definitions and interpretation

For the purposes of these Standard Asian Option Interest Payoff Conditions, the following terms shall have the following meanings:

Average Underlying Value means, with respect to an Interest Accrual Period, the arithmetic average of the Underlying Value on each of the Performance Observation Dates in respect of such Interest Accrual Period.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Fixed Rate means the rate specified as such in the applicable Final Terms.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Performance Observation Date means, with respect to an Interest Accrual Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Accrual Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Interest Payoff, **Standard Interest Payoff₁** or **Standard Interest Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

3.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Asian Option Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min}(Cap, \text{Max}(Floor, Fixed Rate + Leverage \times Average Underlying Value))$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Asian Option Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Asian Option Interest Payoff Condition 3.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 4: Standard Collar Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Collar Interest to be applicable.

*The following terms and conditions (the **Standard Collar Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Collar Interest (the **Standard Collar Interest**) is applicable. These Standard Collar Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Collar Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

4 STANDARD COLLAR INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to the result of Leverage multiplied by Underlying Value. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin, the Cap and the Floor.

4.1 Definitions and interpretation

For the purposes of these Standard Collar Interest Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

4.2 **Linked Interest Rate**

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Collar Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Leverage} \times \text{Underlying Value} + \text{Margin}))$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Collar Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Collar Interest Payoff Condition 4.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 5: Standard Floater Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Floater Interest to be applicable.

*The following terms and conditions (the **Standard Floater Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Floater Interest (the **Standard Floater Interest**) is applicable. These Standard Floater Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Floater Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

5 STANDARD FLOATER INTEREST

The Linked Interest Rate is calculated as the greater of (i) Floor and (ii) Margin added to the result of Leverage multiplied by Underlying Value. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin and the Floor.

5.1 Definitions and interpretation

For the purposes of these Standard Floater Interest Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;

- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

5.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Floater Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max}(\text{Floor}, \text{Leverage} \times \text{Underlying Value} + \text{Margin})$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Floater Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Floater Interest Payoff Condition 5.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 6: Standard Floored Floater Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Floored Floater Interest to be applicable.

*The following terms and conditions (the **Standard Floored Floater Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Floored Floater Interest (the **Standard Floored Floater Interest**) is applicable. These Standard Floored Floater Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Floored Floater Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

6 STANDARD FLOORED FLOATER INTEREST

The Linked Interest Rate is calculated as Leverage multiplied by the greater of (i) Floor and (ii) Underlying Value added to Margin. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin and the Floor.

6.1 Definitions and interpretation

For the purposes of these Standard Floored Floater Interest Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, may be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;

- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

6.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Floored Floater Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Leverage} \times \text{Max}(\text{Floor}, \text{Underlying Value} + \text{Margin})$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Floored Floater Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Floored Floater Interest Payoff Condition 6.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 7: Standard Inverse Floater Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Inverse Floater Interest to be applicable.

*The following terms and conditions (the **Standard Inverse Floater Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Inverse Floater Interest (the **Standard Inverse Floater Interest**) is applicable. These Standard Inverse Floater Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Inverse Floater Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

7 STANDARD INVERSE FLOATER INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Underlying Value subtracted from Fixed Rate. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Fixed Rate, the Cap and the Floor.

7.1 Definitions and interpretation

For the purposes of these Standard Inverse Floater Interest Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Fixed Rate means the rate specified as such in the applicable Final Terms.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

7.2 **Linked Interest Rate**

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Inverse Floater Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Fixed Rate} - \text{Leverage} \times \text{Underlying Value}))$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Inverse Floater Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Inverse Floater Interest Payoff Condition 7.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 8: Standard Strangle Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Strangle Interest to be applicable.

*The following terms and conditions (the **Standard Strangle Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Strangle Interest (the **Standard Strangle Interest**) is applicable. These Standard Strangle Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Strangle Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

8 STANDARD STRANGLE INTEREST

The Linked Interest Rate is calculated as the Absolute Value of the result of Margin added to the result of Leverage multiplied by Underlying Value. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin and the effect of taking an Absolute Value of the result.

8.1 Definitions and interpretation

For the purposes of these Standard Strangle Interest Payoff Conditions, the following terms shall have the following meanings:

Absolute Value means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or

- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

8.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Strangle Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\textit{Absolute Value (Leverage} \times \textit{Underlying Value} + \textit{Margin)}$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Strangle Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Strangle Interest Payoff Condition 8.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 9: Standard Alternative Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Alternative Basket Interest to be applicable.

*The following terms and conditions (the **Standard Alternative Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Alternative Basket Interest (the **Standard Alternative Basket Interest**) is applicable. These Standard Alternative Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Alternative Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

9 STANDARD ALTERNATIVE BASKET INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Margin_3 added to the sum of the individual products of Leverage_k and the Underlying Value of each Underlying_k and (b) the greater of (i) Margin_2 added to the sum of the individual products of Leverage_j and the Underlying Value of each Underlying_j and (ii) Margin_1 added to the sum of the individual products of Leverage_i and the Underlying Value for each Underlying_i . The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of various Underlyings each multiplied by the relevant leverage will be used as a component in this calculation to define a cap and a floor and each will therefore have the potential to affect the Linked Interest Rate although it will be the sum of only one of the Baskets of Underlyings each multiplied by the relevant leverage which, together with the relevant margin, will determine the Linked Interest Rate.

9.1 Definitions and interpretation

For the purposes of these Standard Alternative Basket Interest Payoff Conditions, the following terms shall have the following meanings:

i, j, k means a number which corresponds to an item specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Leverage_i, **Leverage_j** or **Leverage_k** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i, Underlying_j or Underlying_k, as the case may be. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin₁, **Margin₂** or **Margin₃** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Max}(X,Y)$ means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X,Y)$ means whichever is the lesser of component X and component Y.

Standard Interest Payoff, **Standard Interest Payoff₁** or **Standard Interest Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i, Underlying_j and Underlying_k means an Underlying corresponding to an i, j and k number, respectively, as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions), all Underlying_j together constitute a Basket or a Multi-Asset Basket, as applicable, all Underlying_k together constitute a Basket or a Multi-Asset Basket, as applicable and all Underlying_i, Underlying_j and Underlying_k together will constitute a Basket or a Multi-Asset Basket, as applicable.

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Underlying Value_j means the Underlying Value of an Underlying_j.

Underlying Value_k means the Underlying Value of an Underlying_k.

Σ means the sum of the values which follow in brackets.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Leverage_i and the Underlying Value_i for each i.

Σ (**Leverage_j x Underlying Value_j**) means the sum of the individual products of the Leverage_j and the Underlying Value_j for each j.

Σ (**Leverage_k x Underlying Value_k**) means the sum of the individual products of the Leverage_k and the Underlying Value_k for each k.

9.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Alternative Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Margin}_3 + \Sigma (\text{Leverage}_k \times \text{Underlying Value}_k), \text{Max} \left(\text{Margin}_2 + \Sigma (\text{Leverage}_j \times \text{Underlying Value}_j), \text{Margin}_1 + \Sigma (\text{Leverage}_i \times \text{Underlying Value}_i) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Alternative Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Alternative Basket Interest Payoff Condition 9.2(a) shall be used in

the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 10: Standard Strangle Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Strangle Basket Interest to be applicable.

*The following terms and conditions (the **Standard Strangle Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Strangle Basket Interest (the **Standard Strangle Basket Interest**) is applicable. These Standard Strangle Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Strangle Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

10 STANDARD STRANGLE BASKET INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the Absolute Value of the result of Margin added to the sum of the individual products of Underlying Value_i and Leverage_i. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of various Underlyings each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Margin, the effect of taking an Absolute Value of part of the formula and the Cap.

10.1 Definitions and interpretation

For the purposes of these Standard Strangle Basket Interest Payoff Conditions, the following terms shall have the following meanings:

Absolute Value means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms and corresponding to the relevant Underlying_i, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an *i* as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Σ means the sum of the values which follow in brackets.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Underlying Value_i and the Leverage_i for each *i*.

10.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Strangle Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap, Absolute Value} \left(\text{Margin} + \Sigma (\text{Leverage}_i \times \text{Underlying Value}_i) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Strangle Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Strangle Basket Interest Payoff Condition 10.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 11: Standard Option Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Option Basket Interest to be applicable.

*The following terms and conditions (the **Standard Option Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Option Basket Interest (the **Standard Option Basket Interest**) is applicable. These Standard Option Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Option Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

11 STANDARD OPTION BASKET INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor, and (ii) Margin added to Global Leverage added to the sum of the individual products of Underlying Value_i and Leverage_i for each i. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of various Underlyings each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Margin, the Global Leverage, the Cap and the Floor.

11.1 Definitions and interpretation

For the purposes of these Standard Option Basket Interest Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X,Y)$ means whichever is the lesser of component X and component Y.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Σ means the sum of the values which follow in brackets.

$\Sigma(\text{Leverage}_i \times \text{Underlying Value}_i)$ means the sum of the individual products of the Underlying Value_i and the Leverage_i for each i.

11.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Option Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Margin} + \text{Global Leverage} + \Sigma (\text{Leverage}_i \times \text{Underlying Value}_i) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Option Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Option Basket Interest Payoff Condition 11.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 12: Standard Lookback Minimum Performance Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Minimum Performance Interest to be applicable.

*The following terms and conditions (the **Standard Lookback Minimum Performance Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Minimum Performance Interest (the **Standard Lookback Minimum Performance Interest**) is applicable. These Standard Lookback Minimum Performance Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Lookback Minimum Performance Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

12 STANDARD LOOKBACK MINIMUM PERFORMANCE INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of Margin added to the lowest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The lowest value of the Underlying observed on any of the relevant days will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin, the Cap and the Floor.

12.1 Definitions and interpretation

For the purposes of these Standard Lookback Minimum Performance Interest Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Minimum Underlying Value means, with respect to an Interest Accrual Period, the lowest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period.

Performance Observation Date means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

12.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Minimum Performance Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times (\text{Minimum Underlying Value} + \text{Margin}) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Minimum Performance Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Lookback Minimum Performance Interest Payoff Condition 12.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 13: Standard Lookback Maximum Performance Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Maximum Performance Interest to be applicable.

*The following terms and conditions (the **Standard Lookback Maximum Performance Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Maximum Performance Interest (the **Standard Lookback Maximum Performance Interest**) is applicable. These Standard Lookback Maximum Performance Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Lookback Maximum Performance Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

13 STANDARD LOOKBACK MAXIMUM PERFORMANCE INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of Margin added to the highest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The highest value of the Underlying observed on any of the relevant days will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin, the Cap and the Floor.

13.1 Definitions and interpretation

For the purposes of these Standard Lookback Maximum Performance Interest Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Maximum Underlying Value means, with respect to an Interest Accrual Period, the highest Underlying Value observed on any Interest Observation Date falling during the relevant Performance Observation Period.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X,Y)$ means whichever is the lesser of component X and component Y.

Performance Observation Date means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

13.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Maximum Performance Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times (\text{Maximum Underlying Value} + \text{Margin}) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Maximum Performance Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Lookback Maximum Performance Interest Payoff Condition 13.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 14: Standard Maximum-Minimum Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Maximum-Minimum Interest to be applicable.

*The following terms and conditions (the **Standard Maximum-Minimum Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Maximum-Minimum Interest (the **Standard Maximum-Minimum Interest**) is applicable. These Standard Maximum-Minimum Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Maximum-Minimum Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

14 STANDARD MAXIMUM-MINIMUM INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of the lowest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period subtracted from the highest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The lowest and the highest value of the Underlying observed on any of the relevant days will each be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Cap and the Floor.

14.1 Definitions and interpretation

For the purposes of these Standard Maximum-Minimum Interest Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Maximum Underlying Value means, with respect to an Interest Accrual Period, the highest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Minimum Underlying Value means, with respect to an Interest Accrual Period, the lowest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period.

Performance Observation Date means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

14.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Maximum-Minimum Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times (\text{Maximum Underlying Value} - \text{Minimum Underlying Value}) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Maximum-Minimum Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Maximum-Minimum Interest Payoff Condition 14.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 15: Standard Volbond Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Volbond Interest to be applicable.

*The following terms and conditions (the **Standard Volbond Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Volbond Interest (the **Standard Volbond Interest**) is applicable. These Standard Volbond Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Volbond Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

15 STANDARD VOLBOND INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the Absolute Value of the Underlying Value on the Initial Underlying Observation Date corresponding to the relevant Interest Accrual Period subtracted from the Underlying Value on the Final Underlying Observation Date corresponding to the relevant Interest Accrual Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying observed on each of the relevant days corresponding to the relevant Interest Accrual Period will each be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the effect of taking an Absolute Value of part of the formula, the Cap and the Floor.

15.1 Definitions and interpretation

For the purposes of these Standard Volbond Interest Payoff Conditions, the following terms shall have the following meanings:

Absolute Value means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Final Underlying Observation Date means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Final Underlying Value means, with respect to an Interest Accrual Period, the Underlying Value on the Final Underlying Observation Date.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Initial Underlying Observation Date means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Initial Underlying Value means, with respect to an Interest Accrual Period, the Underlying Value on the Initial Underlying Observation Date.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means an Initial Underlying Observation Date or a Final Underlying Observation Date.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

15.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Volbond Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times \text{Absolute Value} (\text{Final Underlying Value} - \text{Initial Underlying Value}) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Volbond Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Volbond Interest Payoff Condition 15.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 16: Standard Year on Year Participation Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Year on Year Participation Interest to be applicable.

*The following terms and conditions (the **Standard Year on Year Participation Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Year on Year Participation Interest (the **Standard Year on Year Participation Interest**) is applicable. These Standard Year on Year Participation Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Year on Year Participation Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

16 STANDARD YEAR ON YEAR PARTICIPATION INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of Underlying Value on the Final Underlying Observation Date corresponding to the relevant Interest Accrual Period divided by Underlying Value on the Initial Underlying Observation Date corresponding to the relevant Interest Accrual Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying observed on each of the relevant days corresponding to the relevant Interest Accrual Period will each be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin, the Cap and the Floor.

16.1 Definitions and interpretation

For the purposes of these Standard Year on Year Participation Interest Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Final Underlying Observation Date means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Final Underlying Value means, with respect to an Interest Accrual Period, the Underlying Value on the Final Underlying Observation Date.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Initial Underlying Observation Date means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Initial Underlying Value means, with respect to an Interest Accrual Period, the Underlying Value on the Initial Underlying Observation Date.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means an Initial Underlying Observation Date or a Final Underlying Observation Date.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

16.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Year on Year Participation Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times \left(\frac{\text{Final Underlying Value}}{\text{Initial Underlying Value}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Year on Year Participation Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Year on Year Participation Interest Payoff Condition 16.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 17: Standard Lookback Maximum Performance Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Maximum Performance Basket Interest to be applicable.

*The following terms and conditions (the **Standard Lookback Maximum Performance Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Maximum Performance Basket Interest (the **Standard Lookback Maximum Performance Basket Interest**) is applicable. These Standard Lookback Maximum Performance Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Lookback Maximum Performance Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

17 STANDARD LOOKBACK MAXIMUM PERFORMANCE BASKET INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Maximum Basket Value (being the highest sum of the individual products of $Leverage_i$ and Underlying Value of each Underlying_i observed on any Performance Observation Date within the Interest Observation Period) and Margin. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the highest value of each of the various Underlyings observed on any of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Global Leverage, the Margin, the Cap and the Floor.

17.1 Definitions and interpretation

For the purposes of these Standard Lookback Maximum Performance Basket Interest Payoff Conditions, the following terms shall have the following meanings:

Basket Value means, with respect to a Performance Observation Date, $\sum (Leverage_i \times Underlying Value_i)$ on each Performance Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Maximum Basket Value means, with respect to an Interest Accrual Period, the highest Basket Value observed on any Performance Observation Date falling during an Interest Observation Period.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Performance Observation Date means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

$\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ means the sum of the individual products of the Leverage_i and Underlying Value_i for each i.

17.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Maximum Performance Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} (\text{Cap}, \text{Max} (\text{Floor}, \text{Global Leverage} \times (\text{Maximum Basket Value} + \text{Margin}))$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Maximum Performance Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Lookback Maximum Performance Basket Interest Payoff Condition 17.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 18: Standard Lookback Minimum Performance Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Minimum Performance Basket Interest to be applicable.

*The following terms and conditions (the **Standard Lookback Minimum Performance Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Minimum Performance Basket Interest (the **Standard Lookback Minimum Performance Basket Interest**) is applicable. These Standard Lookback Minimum Performance Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Lookback Minimum Performance Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

18 STANDARD LOOKBACK MINIMUM PERFORMANCE BASKET INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Minimum Basket Value (being the lowest sum of the individual products of Leverage_i and Underlying Value of each Underlying_i observed on any Performance Observation Date falling during the relevant Interest Observation Period) and Margin. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the lowest value of each of the various Underlyings observed on any of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Global Leverage, the Margin, the Cap and the Floor.

18.1 Definitions and interpretation

For the purposes of these Standard Lookback Minimum Performance Basket Interest Payoff Conditions, the following terms shall have the following meanings:

Basket Value means, with respect to a Performance Observation Date, $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ on each Performance Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Minimum Basket Value means, with respect to an Interest Accrual Period, the lowest Basket Value observed on any Performance Observation Date falling during an Observation Period.

Performance Observation Date means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Σ means the sum of the values which follow in brackets.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Leverage_i and the Underlying Value_i for each i.

18.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Minimum Performance Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} (\text{Cap}, \text{Max} (\text{Floor}, \text{Global Leverage} \times (\text{Minimum Basket Value} + \text{Margin})))$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Minimum Performance Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Lookback Minimum Performance Basket Interest Payoff Condition 18.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 19: Standard Maximum-Minimum Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Maximum-Minimum Basket Interest to be applicable.

*The following terms and conditions (the **Standard Maximum-Minimum Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Maximum-Minimum Basket Interest (the **Standard Maximum-Minimum Basket Interest**) is applicable. These Standard Maximum-Minimum Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Maximum-Minimum Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

19 STANDARD MAXIMUM-MINIMUM BASKET INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the result of subtracting Minimum Basket Value from Maximum Basket Value. The Minimum Basket Value is the lowest sum of the individual products of Leverage_i and Underlying Value of each Underlying_i observed on any Performance Observation Date within an Interest Observation Period. The Maximum Basket Value is the highest sum of the individual products of Leverage_i and Underlying Value of each Underlying_i observed on any Performance Observation Date within an Interest Observation Period. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each of the various Underlyings observed on any of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Global Leverage, the Cap and the Floor.

19.1 Definitions and interpretation

For the purposes of these Standard Maximum-Minimum Basket Interest Payoff Conditions, the following terms shall have the following meanings:

Basket Value means, with respect to a Performance Observation Date, $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ on each Performance Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Max}(X,Y)$ means whichever is the greater of component X and component Y.

Maximum Basket Value means, with respect to an Interest Accrual Period, the highest Basket Value observed on any Performance Observation Date falling during an Interest Observation Period.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X,Y)$ means whichever is the lesser of component X and component Y.

Minimum Basket Value means, with respect to an Interest Accrual Period, the lowest Basket Value observed on any Performance Observation Date falling during an Interest Observation Period.

Performance Observation Date means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Interest Payoff, **Standard Interest Payoff₁** or **Standard Interest Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

$\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ means the sum of the individual products of the Leverage_i and the Underlying Value_i for each i.

19.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Maximum-Minimum Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Global Leverage} \times (\text{Maximum Basket Value} - \text{Minimum Basket Value}) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Maximum-Minimum Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Maximum-Minimum Basket Interest Payoff Condition 19.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 20: Standard Volbond Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Volbond Basket Interest to be applicable.

*The following terms and conditions (the **Standard Volbond Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Volbond Basket Interest (the **Standard Volbond Basket Interest**) is applicable. These Standard Volbond Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Volbond Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

20 STANDARD VOLBOND BASKET INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the Absolute Value of Initial Basket Value subtracted from Final Basket Value. The Initial Basket Value is the Basket Value observed on the Initial Underlying Observation Date. The Final Basket Value is the Basket Value observed on the Final Underlying Observation Date. Basket Value is the sum of the individual products of Leverage_i and Underlying Value of each Underlying_i observed on the relevant date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each Underlying_i each observed on each of the relevant days corresponding to the relevant Interest Accrual Period each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Global Leverage, the effect of taking an Absolute Value of part of the formula, the Cap and the Floor.

20.1 Definitions and interpretation

For the purposes of these Standard Volbond Basket Interest Payoff Conditions, the following terms shall have the following meanings:

Absolute Value means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

Basket Value means, with respect to an Interest Observation Date, $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ on the relevant Interest Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Final Basket Value means the Basket Value on the relevant Final Underlying Observation Date.

Final Underlying Observation Date means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Initial Basket Value means the Basket Value on the relevant Initial Underlying Observation Date.

Initial Underlying Observation Date means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means an Initial Underlying Observation Date or a Final Underlying Observation Date.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Σ means the sum of the values which follow in brackets.

$\Sigma (\text{Leverage}_i \times \text{Underlying Value}_i)$ means the sum of the individual products of the Underlying Value_i, and the Leverage_i for each i.

20.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Volbond Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Global Leverage} \times \text{Absolute Value} (\text{Final Basket Value} - \text{Initial Basket Value}) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Volbond Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Volbond Basket Interest Payoff Condition 20.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 21: Standard Year on Year Participation Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Year on Year Participation Basket Interest to be applicable.

*The following terms and conditions (the **Standard Year on Year Participation Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Year on Year Participation Basket Interest (the **Standard Year on Year Participation Basket Interest**) is applicable. These Standard Year on Year Participation Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Year on Year Participation Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

21 STANDARD YEAR ON YEAR PARTICIPATION BASKET INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the result of Margin added to the result of Final Basket Value divided by Initial Basket Value. The Initial Basket Value is the Basket Value observed on the Initial Underlying Observation Date. The Final Basket Value is the Basket Value observed on the Final Underlying Observation Date. Basket Value on any Interest Observation Date is the sum of the individual products of Leverage_i and Underlying Value of each Underlying, observed on such Interest Observation Date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each of the various Underlyings each observed on each of the relevant days corresponding to the relevant Interest Accrual Period each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Global Leverage, the Margin, the Cap and the Floor.

21.1 Definitions and interpretation

For the purposes of these Standard Year on Year Participation Basket Interest Payoff Conditions, the following terms shall have the following meanings:

Basket Value means, with respect to an Interest Observation Date, $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ on the relevant Interest Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Final Basket Value means the Basket Value on the Final Underlying Observation Date.

Final Underlying Observation Date means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Initial Basket Value means the Basket Value on the Initial Underlying Observation Date.

Initial Underlying Observation Date means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means an Initial Underlying Observation Date or a Final Underlying Observation Date.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Σ means the sum of the values which follow in brackets.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Underlying Value_i and the Leverage_i for each i.

21.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Year on Year Participation Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Global Leverage} \times \left(\frac{\text{Final Basket Value}}{\text{Initial Basket Value}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Year on Year Participation Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Year on Year Participation Basket Interest Payoff Condition 21.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 22: Standard Fixed Digital Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Digital Interest to be applicable.

*The following terms and conditions (the **Standard Fixed Digital Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Digital Interest (the **Standard Fixed Digital Interest**) is applicable. These Standard Fixed Digital Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Fixed Digital Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

22 STANDARD FIXED DIGITAL INTEREST

The Linked Interest Rate is calculated as either (a) if Underlying Value is (i) within the Range on the relevant Interest Observation Date or (ii) strictly higher, or strictly lower, as specified in the applicable Final Terms, than any relevant Barrier Level_n on the relevant Interest Observation Date, being Fixed Rate₁ or (b) otherwise, being Fixed Rate₂. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect whether Fixed Rate₁ or Fixed Rate₂ is used to calculate the Linked Interest Rate applicable to the Certificates.

22.1 Definitions and interpretation

For the purposes of these Standard Fixed Digital Interest Payoff Conditions, the following terms shall have the following meanings:

Barrier Level means the percentage or number specified as such in the applicable Final Terms.

Barrier Level_n means a Barrier Level corresponding to an n number, as specified in the applicable Final Terms.

Fixed Rate₁ means the rate specified as such in the applicable Final Terms.

Fixed Rate₂ means the rate specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

n means a number which corresponds to an item specified as such in the applicable Final Terms.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Interest Observation Date the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

22.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Digital Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:
 - (i) if the Underlying Value is (i) within the Range on the relevant Interest Observation Date or (ii) strictly higher, or strictly lower, as specified in the applicable Final Terms, than any relevant Barrier Level_n on the relevant Interest Observation Date, Fixed Rate₁; or
 - (ii) otherwise, Fixed Rate₂.
- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Digital Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Fixed Digital Interest Payoff Condition 22.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 23: Standard Fixed-to-Floating Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed-to-Floating Interest to be applicable.

*The following terms and conditions (the **Standard Fixed-to-Floating Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed-to-Floating Interest (the **Standard Fixed-to-Floating Interest**) is applicable. These Standard Fixed-to-Floating Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Fixed-to-Floating Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

23 STANDARD FIXED-TO-FLOATING INTEREST

The Linked Interest Rate is calculated as either (a) if Underlying Value is within the Range on the relevant Interest Observation Date, being Fixed Rate or (b) otherwise, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Underlying Value added to Margin. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore (i) affect which rate is used to calculate the Linked Interest Rate applicable to the Certificates and (ii) be used as a component in the calculation of one of the rates, if applicable, subject to the Leverage, the Margin, the Cap and the Floor.

23.1 Definitions and interpretation

For the purposes of these Standard Fixed-to-Floating Interest Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Fixed Rate means the rate specified as such in the applicable Final Terms.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Interest Observation Date the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to an Interest Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

23.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed-to-Floating Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:
 - (i) if the Underlying Value is within the Range on the relevant Interest Observation Date, be equal to the Fixed Rate; or
 - (ii) otherwise, be calculated as follows:

$$\text{Min (Cap, Max (Floor, Leverage} \times \text{Underlying Value} + \text{Margin))}$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed-to-Floating Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined

in accordance with Standard Fixed-to-Floating Interest Payoff Condition 23.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 24: Standard Range Accrual Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Range Accrual Interest to be applicable.

*The following terms and conditions (the **Standard Range Accrual Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Range Accrual Interest (the **Standard Range Accrual Interest**) is applicable. These Standard Range Accrual Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Range Accrual Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

24 STANDARD RANGE ACCRUAL INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin₂ added to the result of the product of (A) Accrual Factor and (B) Leverage multiplied by Underlying Value of the Underlying on the relevant Interest Observation Date added to Margin₁. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect the Linked Interest Rate since the value of the Underlying (i) affects the value of the Accrual Factor which is used as a component of the formula used to calculate the Linked Interest Rate and (ii) is also used as a separate component in the formula used to calculate the Linked Interest Rate.

24.1 Definitions and interpretation

For the purposes of these Standard Range Accrual Interest Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the relevant Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Underlying Value means the Underlying Value of the Underlying on an Interest Observation Date.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Margin₁ or **Margin₂** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Range Accrual Day means, with respect to an Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an 'Observation Date' for the purposes of the relevant Asset Conditions.

Standard Interest Payoff, **Standard Interest Payoff₁** or **Standard Interest Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Range Accrual Day or an Interest Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

24.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Range Accrual Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \left(\text{Leverage} \times \text{Global Underlying Value} + \text{Margin}_1 \right) \times \text{Accrual Factor} + \text{Margin}_2 \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Range Accrual Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Range Accrual Interest Payoff Condition 24.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 25: Standard Resettable Range Accrual Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Resettable Range Accrual Interest to be applicable.

*The following terms and conditions (the **Standard Resettable Range Accrual Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Resettable Range Accrual Interest (the **Standard Resettable Range Accrual Interest**) is applicable. These Standard Resettable Range Accrual Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Resettable Range Accrual Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

25 STANDARD RESETTABLE RANGE ACCRUAL INTEREST

The Linked Interest Rate is calculated as the Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the sum of Leverage multiplied by Global Underlying Value added to Margin₂. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is within the relevant Resettable Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The lower level used for the Resettable Range is calculated by subtracting Margin₁ from Underlying Value on the relevant Range Accrual Fixing Date and the upper level used for the Resettable Range is calculated by adding Margin₁ to the Underlying Value on the relevant Range Accrual Fixing Date. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect the Linked Interest Rate since the value of the Underlying (i) affects the way that the limits of the Resettable Range, used in the Accrual Factor, are calculated and the value of the Accrual Factor and (ii) is also used as a separate component in the formula used to calculate the Linked Interest Rate.

25.1 Definitions and interpretation

For the purposes of these Standard Resettable Range Accrual Interest Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the Underlying Value was within the relevant Resettable Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Underlying Value means the Underlying Value of the Underlying on an Interest Observation Date.

Initial Underlying Value means, with respect to an Interest Accrual Period, the Underlying Value on the Range Accrual Fixing Date.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Resettable Range Accrual Level means:

(Initial Underlying Value – Margin₁)

Margin₁ or **Margin₂** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range Accrual Day means, in respect of each Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Range Accrual Fixing Date means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Resettable Range means any one (only) of Resettable Range₁, Resettable Range₂, Resettable Range₃, Resettable Range₄ or Resettable Range₅ as specified in the applicable Final Terms.

Resettable Range₁ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

Resettable Range₂ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

Resettable Range₃ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

Resettable Range₄ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

Resettable Range₅ means that on the relevant Range Accrual Day the Underlying Value is lower than the Lower Resettable Range Accrual Level or greater than the Upper Resettable Range Accrual Level.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Range Accrual Day, Range Accrual Fixing Date or an Interest Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Resettable Range Accrual Level means:

(Initial Underlying Value + Margin₁)

25.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Resettable Range Accrual Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Accrual Factor} \times \text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \left(\text{Leverage} \times \text{Global Underlying Value} + \text{Margin}_2 \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Resettable Range Accrual Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Resettable Range Accrual Interest Payoff Condition 25.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 26: Standard 3D Range Accrual Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard 3D Range Accrual Interest to be applicable.

*The following terms and conditions (the **Standard 3D Range Accrual Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard 3D Range Accrual Interest (the **Standard 3D Range Accrual Interest**) is applicable. These Standard 3D Range Accrual Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard 3D Range Accrual Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

26 STANDARD 3D RANGE ACCRUAL INTEREST

The Linked Interest Rate is calculated as Accrual Factor in respect of Underlying_i corresponding to the number 1 multiplied by Accrual Factor in respect of Underlying_j corresponding to the number 2 multiplied by Accrual Factor in respect of Underlying_k corresponding to the number 3 and then multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Global Underlying Value added to Margin. An Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which the relevant Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The Global Underlying Value means the Underlying Value of the Global Underlying on an Interest Observation Date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each relevant Underlying will therefore affect the Linked Interest Rate since (i) the value of the relevant Underlying_i affects the value of the corresponding Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff and (ii) the value of the Global Underlying is also used as a separate component in the formula used to calculate the Linked Interest Rate.

26.1 Definitions and interpretation

For the purposes of these Standard 3D Range Accrual Interest Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor₁ means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the Underlying Value_i corresponding to the number 1 (as specified in the applicable Final Terms) was within the relevant Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

Accrual Factor₂ means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the Underlying Value_j corresponding to the number 2 (as specified in the applicable Final Terms) was within the relevant Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

Accrual Factor₃ means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the Underlying Value_k corresponding to the number 3 (as specified in the applicable Final Terms) was within the relevant Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero(0).

Global Underlying means the Underlying specified as such in the applicable Final Terms.

Global Underlying Value means the Underlying Value of the Global Underlying on the Interest Observation Date.

i means 1, 2 or 3 which corresponds to an item specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Range Accrual Level_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Max}(X,Y)$ means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X,Y)$ means whichever is the lesser of component X and component Y.

Range means in respect of each Underlying_i, any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms for such Underlying_i.

Range₁ means that on the relevant Range Accrual Day the Underlying Value_i is greater than or equal to the Lower Range Accrual Level_i and lower than or equal to the Upper Range Accrual Level_i.

Range₂ means that on the relevant Range Accrual Day the Underlying Value_i is greater than the Lower Range Accrual Level_i and lower than the Upper Range Accrual Level_i.

Range₃ means that on the relevant Range Accrual Day the Underlying Value_i is greater than or equal to the Lower Range Accrual Level_i and lower than the Upper Range Accrual Level_i.

Range₄ means that on the relevant Range Accrual Day the Underlying Value_i is greater than the Lower Range Accrual Level_i and lower than or equal to the Upper Range Accrual Level_i.

Range₅ means that on the relevant Range Accrual Day the Underlying Value_i is lower than the Lower Range Accrual Level_i or greater than the Upper Range Accrual Level_i.

Range Accrual Day means, in respect of an Interest Observation Period each date specified as a Range Accrual Day, in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying_i means each Underlying corresponding to an *i* specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Range Accrual Day or an Interest Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of the Underlying_i.

Upper Range Accrual Level_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

26.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard 3D Range Accrual Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$Accrual\ Factor_1 \times Accrual\ Factor_2 \times Accrual\ Factor_3 \times Min \left(Cap, Max \left(Floor, (Leverage \times Global\ Underlying\ Value + Margin) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard 3D Range Accrual Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard 3D Range Accrual Interest Payoff Condition 26.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 27: Standard Total Range Accrual Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Total Range Accrual Interest to be applicable.

*The following terms and conditions (the **Standard Total Range Accrual Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Total Range Accrual Interest (the **Standard Total Range Accrual Interest**) is applicable. These Standard Total Range Accrual Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Total Range Accrual Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

27 STANDARD TOTAL RANGE ACCRUAL INTEREST

The Linked Interest Rate is calculated as the Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the sum of Leverage multiplied by Global Underlying Value added to Margin. An Accrual Factor is 1 if on each Range Accrual Day during the relevant Interest Observation Period the Underlying Value is within the Range otherwise, it is 0. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each relevant Underlying will therefore affect the Linked Interest Rate since the value of the relevant underlying (i) affects the value of the Accrual Factor and (ii) is also used as a separate component in the formula used to calculate the Linked Interest Rate.

27.1 Definitions and interpretation

For the purposes of these Standard Total Range Accrual Interest Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to an Interest Accrual Period, one (1) if the Range Accrual Criteria is satisfied, otherwise, zero (0), in each case as determined by the Calculation Agent.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Underlying Value means the Underlying Value of the Underlying on an Interest Observation Date.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Max}(X,Y)$ means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X,Y)$ means whichever is the lesser of component X and component Y.

Minimum Number means the number of Range Accrual Days as specified in the applicable Final Terms.

Range means any one (only) of Range_1 , Range_2 , Range_3 , Range_4 or Range_5 as specified in the applicable Final Terms.

Range₁ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Range Accrual Criteria means (i) if ‘Each’ is specified in the applicable Final Terms, that the Underlying Value was within the Range on each of the Range Accrual Days in the relevant Interest Observation Period or (ii) if ‘Minimum Number’ is specified in the applicable Final Terms, that the Underlying Value was within the Range on at least the Minimum Number of Range Accrual Days in the relevant Interest Observation Period.

Range Accrual Day means, with respect to an Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which maybe each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Range Accrual Day or an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

27.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Total Range Accrual Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

Accrual Factor \times *Min (Cap, Max (Floor, (Leverage \times Global Underlying Value + Margin)))*

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Total Range Accrual Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Total Range Accrual Interest Payoff Condition 27.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 28: Standard Fixed Digital Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Digital Basket Interest to be applicable.

*The following terms and conditions (the **Standard Fixed Digital Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Digital Basket Interest (the **Standard Fixed Digital Basket Interest**) is applicable. These Standard Fixed Digital Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Fixed Digital Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

28 STANDARD FIXED DIGITAL BASKET INTEREST

The Linked Interest Rate is calculated as (a) if the Underlying Value of each Underlying_i is within the Underlying Value_i Range on the relevant Interest Observation Date, being Fixed Rate₁ (b) otherwise, being Fixed Rate₂. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying_i will therefore affect whether Fixed Rate₁ or Fixed Rate₂ is used to calculate the Linked Interest Rate applicable to the Certificates.

28.1 Definitions and interpretation

For the purposes of these Standard Fixed Digital Basket Interest Payoff Conditions, the following terms shall have the following meanings:

Fixed Rate₁ or **Fixed Rate₂** means the rate specified as such in the applicable Final Terms.

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Lower Limit_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Range means, in respect of each Underlying_i, any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms for such Underlying_i.

Range₁ means that on the relevant Interest Observation Date each Underlying Value_i is greater than or equal to the Lower Limit_i and lower than or equal to the Upper Limit_i.

Range₂ means that on the relevant Interest Observation Date each Underlying Value_i is greater than the Lower Limit_i and lower than the Upper Limit_i.

Range₃ means that on the relevant Interest Observation Date each Underlying Value_i is greater than or equal to the Lower Limit_i and lower than the Upper Limit_i.

Range₄ means that on the relevant Interest Observation Date each Underlying Value_i is greater than the Lower Limit_i and lower than or equal to the Upper Limit_i.

Range₅ means that on the relevant Interest Observation Date each Underlying Value_i is lower than the Lower Limit_i or greater than the Upper Limit_i.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying_i means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying. For the avoidance of doubt, each Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying_i which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying_i which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying_i which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying_i which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying_i which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of the Underlying_i.

Underlying Value, Range means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Upper Limit_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

28.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Digital Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:
 - (i) if each Underlying Value_i is within the Underlying Value_i Range on the relevant Interest Observation Date, Fixed Rate₁; or
 - (ii) otherwise, Fixed Rate₂.
- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Digital Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Fixed Digital Basket Interest Payoff Condition 28.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 29: Standard Power Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Power Interest to be applicable.

*The following terms and conditions (the **Standard Power Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Power Interest (the **Standard Power Interest**) is applicable. These Standard Power Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Power Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

29 STANDARD POWER INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to the result of 1 plus Leverage multiplied by Underlying Value exponentiated to the power of x . The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be). The value of the Underlying will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, Margin, Cap, Floor and the exponential part of the formula.

29.1 Definitions and interpretation

For the purposes of these Standard Power Interest Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Max}(X,Y)$ means whichever is the greater of component X and component Y.

Standard Interest Payoff, **Standard Interest Payoff₁** or **Standard Interest Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X,Y)$ means whichever is the lesser of component X and component Y.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

x means the value specified as such in the applicable Final Terms.

$(1 + \text{Leverage} \times \text{Underlying Value})^x$ means the result, exponentiated to the power of x, of Leverage multiplied by Underlying Value added to 1.

29.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Power Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} (\text{Cap}, \text{Max} (\text{Floor}, (1 + \text{Leverage} \times \text{Underlying Value})^x + \text{Margin}))$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Power Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Power Interest Payoff Condition 29.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 30: Standard Dual Range Accrual Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Dual Range Accrual Interest to be applicable.

*The following terms and conditions (the **Standard Dual Range Accrual Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Dual Range Accrual Interest (the **Standard Dual Range Accrual Interest**) is applicable. These Standard Dual Range Accrual Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Dual Range Accrual Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

30 STANDARD DUAL RANGE ACCRUAL INTEREST

The Linked Interest Rate is calculated as Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by Basket Value added to Margin. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which each Underlying Value_i is within its corresponding Underlying Value_i Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The Basket Value means the sum of the individual products of Leverage_i and Underlying Value of each Underlying_i on an Interest Observation Date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying_i will therefore affect the Linked Interest Rate since (i) the value of each Underlying_i affects the value of the Accrual Factor which is used as a component of the formula used to calculate the Linked Interest Rate and (ii) the sum of the individual products of Leverage_i and Underlying Value of each Underlying_i is also used as a component to calculate the Linked Interest Rate.

30.1 Definitions and interpretation

For the purposes of these Standard Dual Range Accrual Interest Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which each Underlying Value_i was within the Underlying Value_i Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

Basket Value means $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ on the relevant Interest Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the

applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, may be one (1).

Lower Dual Range Accrual Level_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range means in respect of each Underlying_i, any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms for such Underlying_i.

Range₁ means that on the relevant Range Accrual Day the Underlying Value_i is greater than or equal to the Lower Dual Range Accrual Level_i and lower than or equal to the Upper Dual Range Accrual Level_i.

Range₂ means that on the relevant Range Accrual Day the Underlying Value_i is greater than the Lower Dual Range Accrual Level_i and lower than the Upper Dual Range Accrual Level_i.

Range₃ means that on the relevant Range Accrual Day the Underlying Value_i is greater than or equal to the Lower Dual Range Accrual Level_i and lower than the Upper Dual Range Accrual Level_i.

Range₄ means that on the relevant Range Accrual Day the Underlying Value_i is greater than the Lower Dual Range Accrual Level_i and lower than or equal to the Upper Dual Range Accrual Level_i.

Range₅ means that on the relevant Range Accrual Day the Underlying Value_i is lower than the Lower Dual Range Accrual Level_i or greater than the Upper Dual Range Accrual Level_i.

Range Accrual Day means, with respect to an Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an *i* specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to an Interest Observation Date or Range Accrual Day, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of the Underlying_i.

Underlying Value_i Range means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Upper Dual Range Accrual Level_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Σ means the sum of the values which follow.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Leverage_i and Underlying Value_i for each *i*.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

30.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Dual Range Accrual Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Accrual Factor} \times \text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, (\text{Global Leverage} \times \text{Basket Value} + \text{Margin}) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Dual Range Accrual Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Dual Range Accrual Interest Payoff Condition 30.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 31: Standard Trend Participation Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Trend Participation Interest to be applicable.

*The following terms and conditions (the **Standard Trend Participation Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Trend Participation Interest (the **Standard Trend Participation Interest**) is applicable. These Standard Trend Participation Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Trend Participation Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

31 STANDARD TREND PARTICIPATION INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin added to the result of the Underlying Value on the Underlying Observation Date₁ corresponding to the relevant Interest Accrual Period divided by the Underlying Value on the Underlying Observation Date₂ corresponding to the relevant Interest Accrual Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying observed on each of the relevant days corresponding to the relevant Interest Accrual Period will each be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin, the Cap and the Floor.

31.1 Definitions and interpretation

For the purposes of these Standard Trend Participation Interest Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying_{Observation1} means, with respect to an Interest Accrual Period, the Underlying Value on the Underlying Observation Date₁.

Underlying_{Observation2} means, with respect to an Interest Accrual Period, the Underlying Value on the Underlying Observation Date₂.

Underlying Observation Date means Underlying Observation Date₁ or Underlying Observation Date₂, as the case may be.

Underlying Observation Date₁ means, with respect to an Interest Accrual Period, the date specified as such in the applicable Final Terms, which may be each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Underlying Observation Date₂ means, with respect to an Interest Accrual Period, the date specified as such in the applicable Final Terms, which may be each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Underlying Value means, with respect to an Underlying Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

31.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Trend Participation Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times \left(\frac{\text{Underlying}_{\text{Observation 1}}}{\text{Underlying}_{\text{Observation 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Trend Participation Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Trend Participation Interest Payoff Condition 31.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 32: Standard Lookback Trend Participation Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Trend Participation Interest to be applicable.

*The following terms and conditions (the **Standard Lookback Trend Participation Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Trend Participation Interest (the **Standard Lookback Trend Participation Interest**) is applicable. These Standard Lookback Trend Participation Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Lookback Trend Participation Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

32 STANDARD LOOKBACK TREND PARTICIPATION INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of (A) the lowest (if ‘Minimum Lookback’ is applicable) or highest (if ‘Maximum Lookback’ is applicable) Underlying Value observed on any Performance Observation Date falling during Performance Observation Period₁ divided by (B) the lowest (if ‘Minimum Lookback’ is applicable) or highest (if ‘Maximum Lookback’ is applicable) Underlying Value observed on any Performance Observation Date falling during Performance Observation Period₂. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The lowest or the highest, as applicable, value of the Underlying observed on each of the relevant days corresponding to the relevant Interest Accrual Period will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin, the Cap and the Floor.

32.1 Definitions and interpretation

For the purposes of these Standard Lookback Trend Participation Interest Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Performance Observation Date means, with respect to a Performance Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other

date(s) (as specified in the applicable Final Terms) falling within such Performance Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Performance Observation Period means Performance Observation Period₁ or Performance Observation Period₂, as the case may be.

Performance Observation Period₁ means, with respect to an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Performance Observation Period₂ means, with respect to an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying_{Observation Period1} means, with respect to an Interest Accrual Period,

- (a) if ‘Minimum Lookback’ is specified in the applicable Final Terms, the lowest Underlying Value observed on any Performance Observation Date falling during Performance Observation Period₁; or
- (b) if ‘Maximum Lookback’ is specified in the applicable Final Terms, the highest Underlying Value observed on any Performance Observation Date falling during Performance Observation Period₁.

Underlying_{Observation Period2} means, with respect to an Interest Accrual Period,

- (a) if ‘Minimum Lookback’ is specified in the applicable Final Terms, the lowest Underlying Value observed on any Performance Observation Date falling during Performance Observation Period₂; or
- (b) if ‘Maximum Lookback’ is specified in the applicable Final Terms, the highest Underlying Value observed on any Performance Observation Date falling during Performance Observation Period₂.

Underlying Value means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

32.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Trend Participation Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times \left(\frac{\text{Underlying}_{\text{Observation Period 1}}}{\text{Underlying}_{\text{Observation Period 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Trend Participation Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Lookback Trend Participation Interest Payoff Condition 32.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 33: Standard Average Trend Participation Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Average Trend Participation Interest to be applicable.

*The following terms and conditions (the **Standard Average Trend Participation Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Average Trend Participation Interest (the **Standard Average Trend Participation Interest**) is applicable. These Standard Average Trend Participation Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Average Trend Participation Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

33 STANDARD AVERAGE TREND PARTICIPATION INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of Average Underlying_{Observation Period1} divided by Average Underlying_{Observation Period2}. Average Underlying_{Observation Period1} and Average Underlying_{Observation Period2} means (A) (if ‘Arithmetic Average’ is applicable) the arithmetic average of the Underlying Value observed on each Interest Average Date falling during Interest Observation Period₁ or Interest Observation Period₂, respectively, or (B) (if ‘Weighted Average’ is applicable) the sum of the Underlying Value observed on each Interest Average Date falling during Interest Observation Period₁ or Interest Observation Period₂, respectively each multiplied by the Weight corresponding to such Interest Average Date divided by the aggregate Underlying Value observed on each Interest Average Date falling during Interest Observation Period₁ or Interest Observation Period₂, respectively. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The average value of the Underlying (which may be subject to a Weight if ‘Weighted Average’ is applicable) observed on each of the relevant days corresponding to the relevant Interest Accrual Period will each be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin, the Cap and the Floor.

33.1 Definitions and interpretation

For the purposes of these Standard Average Trend Participation Interest Payoff Conditions, the following terms shall have the following meanings:

Average Underlying_{Observation Period1} means, with respect to an Interest Accrual Period,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Underlying Value on each Interest Average Date falling during Interest Observation Period₁; or
- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Underlying Value on each Interest Average Date falling during the Interest Observation Period₁ each multiplied by the applicable Weight, divided by the aggregate Underlying Value on each Interest Average Date falling during Interest Observation Period₁.

Average Underlying_{Observation Period2} means, with respect to an Interest Accrual Period,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Underlying Value on each Interest Average Date falling during Interest Observation Period₂; or
- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Underlying Value on each Interest Average Date falling during the Interest Observation Period₂ each multiplied by the applicable Weight, divided by the aggregate Underlying Value on each Interest Average Date falling during Interest Observation Period₂.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Average Date means, with respect to an Interest Observation Period, each date specified as an Interest Average Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Interest Observation Period means Interest Observation Period₁ or Interest Observation Period₂, as the case may be.

Interest Observation Period₁ means with respect to an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Interest Observation Period₂ means with respect to an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to an Interest Average Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Weight means, with respect to an Interest Average Date, the number or percentage specified as such in the applicable Final Terms.

33.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Average Trend Participation Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times \left(\frac{\text{Average Underlying}_{\text{Observation Period 1}}}{\text{Average Underlying}_{\text{Observation Period 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Average Trend Participation Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Average Trend Participation Interest Payoff Condition 33.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 34: Standard Trend Participation Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Trend Participation Basket Interest to be applicable.

*The following terms and conditions (the **Standard Trend Participation Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Trend Participation Basket Interest (the **Standard Trend Participation Basket Interest**) is applicable. These Standard Trend Participation Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Trend Participation Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

34 STANDARD TREND PARTICIPATION BASKET INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Margin and the result of $Basket_{\text{Observation1}}$ divided by $Basket_{\text{Observation2}}$. $Basket_{\text{Observation1}}$ means the Basket Value observed on Underlying Observation Date₁ and $Basket_{\text{Observation2}}$ means the Basket Value observed on Underlying Observation Date₂. Basket Value on the relevant day is the sum of the individual products of $Leverage_i$ and Underlying Value of each Underlying_i observed on the relevant day. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each Underlying_i observed on each of the relevant days corresponding to the relevant Interest Accrual Period each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Global Leverage, the Margin, the Cap and the Floor.

34.1 Definitions and interpretation

For the purposes of these Standard Trend Participation Basket Interest Payoff Conditions, the following terms shall have the following meanings:

Basket_{Observation1} means, with respect to an Interest Accrual Period, the Basket Value on the Underlying Observation Date₁.

Basket_{Observation2} means, with respect to an Interest Accrual Period, the Basket Value on the Underlying Observation Date₂.

Basket Value means, with respect to an Underlying Observation Date, $\sum(Leverage_i \times Underlying\ Value_i)$ on the relevant Underlying Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Max}(X,Y)$ means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X,Y)$ means whichever is the lesser of component X and component Y.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Observation Date means an Underlying Observation Date₁ or a Underlying Observation Date₂, as applicable.

Underlying Observation Date₁ means, with respect to an Interest Accrual Period, the date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Underlying Observation Date₂ means, with respect to an Interest Accrual Period, the date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Underlying Value means, with respect to an Underlying Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Σ means the sum of the values which follow in brackets.

$\Sigma (\text{Leverage}_i \times \text{Underlying Value}_i)$ means the sum of the individual products of the Underlying Value_i, and the Leverage_i for each i.

34.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Trend Participation Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Global Leverage} \times \left(\frac{\text{Basket}_{\text{Observation 1}}}{\text{Basket}_{\text{Observation 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Trend Participation Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Trend Participation Basket Interest Payoff Condition 34.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 35: Standard Average Trend Participation Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Average Trend Participation Basket Interest to be applicable.

*The following terms and conditions (the **Standard Average Trend Participation Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Average Trend Participation Basket Interest (the **Standard Average Trend Participation Basket Interest**) is applicable. These Standard Average Trend Participation Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Average Trend Participation Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

35 STANDARD AVERAGE TREND PARTICIPATION BASKET INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Margin and the result of Average Basket_{Observation Period1} divided by Average Basket_{Observation Period2}. Average Basket_{Observation Period1} and Average Basket_{Observation Period2} means (A) (if ‘Arithmetic Average’ is applicable) the arithmetic average of the Basket Value on each Interest Average Date falling during Interest Observation Period₁ or Interest Observation Period₂, respectively or (B) (if ‘Weighted Average’ is applicable) (I) the sum of the Basket Value observed on each Interest Average Date falling during Interest Observation Period₁ or Interest Observation Period₂, respectively each multiplied by the Weight corresponding to such Interest Average Date divided by the aggregate Basket Value observed on each Interest Average Date falling during Interest Observation Period₁ or Interest Observation Period₂, respectively. Basket Value on the relevant day is the sum of the individual results of Leverage_i multiplied by the Underlying Value of each Underlying_i observed on the relevant day. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be at the relevant time. The sum of (which may be subject to a Weight if ‘Weighted Average’ is applicable) the value of each of the various Underlyings observed on each of the relevant days corresponding to the relevant Interest Accrual Period each multiplied by the relevant Leverage_i will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Global Leverage, the Margin, the Cap and the Floor.

35.1 Definitions and interpretation

For the purposes of these Standard Average Trend Participation Basket Interest Payoff Conditions, the following terms shall have the following meanings:

Average Basket_{Observation Period1} means, with respect to an Interest Accrual Period,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Basket Value on each Interest Average Date falling during Interest Observation Period₁; or
- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Basket Value on each Interest Average Date falling during the Interest Observation Period₁ each multiplied by the applicable Weight, divided by the aggregate Basket Value on each Interest Average Date falling during the Interest Observation Period.

Average Basket_{Observation Period2} means, with respect to an Interest Accrual Period,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Basket Value on each Interest Average Date falling during Interest Observation Period₂; or

- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Basket Value on each Interest Average Date falling during the Interest Observation Period₂ each multiplied by the applicable Weight, divided by the aggregate Basket Value on each Interest Average Date falling during the Interest Observation Period.

Basket Value means, with respect to an Interest Average Date, $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ on the relevant Interest Average Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Average Date means, with respect to an Interest Observation Period, each date specified as an Interest Average Date in the applicable Final Terms, which may be each date falling one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Interest Observation Period means Interest Observation Period₁ or Interest Observation Period₂, as the case may be.

Interest Observation Period₁ means, with respect to an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Interest Observation Period₂ means, with respect to an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an *i* as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to an Interest Average Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Weight means, with respect to an Interest Average Date, the number or percentage specified as such in the applicable Final Terms.

\sum (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Underlying Value_i, and the Leverage_i for each *i*.

\sum means the sum of the values which follow in brackets.

35.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Average Trend Participation Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Global Leverage} \times \left(\frac{\text{Average Basket}_{\text{Observation Period 1}}}{\text{Average Basket}_{\text{Observation Period 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Average Trend Participation Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Average Trend Participation Basket Interest Payoff Condition 35.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 36: Standard Multi Fixed Digital Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Multi Fixed Digital Interest to be applicable.

*The following terms and conditions (the **Standard Multi Fixed Digital Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Multi Fixed Digital Interest (the **Standard Multi Fixed Digital Interest**) is applicable. These Standard Multi Fixed Digital Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Multi Fixed Digital Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

36 STANDARD MULTI FIXED DIGITAL INTEREST

The Linked Interest Rate is calculated as (a) if the Underlying Value is within Range_A on each or any, as the case may be, relevant Interest Observation Dates falling during the relevant Interest Observation Period, being Fixed Rate₁; (b) otherwise, if the Underlying Value is within the Range_B on each or any, as the case may be, relevant Interest Observation Dates falling during the relevant Interest Observation Period, being Fixed Rate₂; (c) otherwise, if the Underlying Value is within the Range_C on each or any, as the case may be, relevant Interest Observation Dates falling during the relevant Interest Observation Period, being Fixed Rate₃; (d) otherwise, if the Underlying Value is within the Range_D on each or any, as the case may be, relevant Interest Observation Dates falling during the relevant Interest Observation Period, being Fixed Rate₄; (e) otherwise, if the Underlying Value is within the Range_E on each or any, as the case may be, relevant Interest Observation Dates falling during the relevant Interest Observation Period, being Fixed Rate₅; or (f) otherwise being Fixed Rate₆. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect which fixed rate is used to calculate the Linked Interest Rate applicable to the Certificates.

36.1 Definitions and interpretation

For the purposes of these Standard Multi Fixed Digital Interest Payoff Conditions, the following terms shall have the following meanings:

Fixed Rate₁ means the rate specified as such in the applicable Final Terms.

Fixed Rate₂ means the rate specified as such in the applicable Final Terms.

Fixed Rate₃ means the rate specified as such in the applicable Final Terms.

Fixed Rate₄ means the rate specified as such in the applicable Final Terms.

Fixed Rate₅ means the rate specified as such in the applicable Final Terms.

Fixed Rate₆ means the rate specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, with respect to an Interest Observation Period, each date specified as an Interest Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the

first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Lower Limit means the percentage or number specified as such in the applicable Final Terms, corresponding to Range_A, Range_B, Range_C, Range_D or Range_E, as applicable.

Range_A, Range_B, Range_C, Range_D and Range_E means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that, on the relevant Interest Observation Date, the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that, on the relevant Interest Observation Date, the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that, on the relevant Interest Observation Date, the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that, on the relevant Interest Observation Date, the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that, on the relevant Interest Observation Date, the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms, corresponding to Range_A, Range_B, Range_C, Range_D or Range_E, as applicable.

36.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Multi Fixed Digital Interest is applicable in respect of such Interest Accrual Period shall be calculated as:
 - (i) if the Underlying Value is within the Range_A on, if Any Dates is specified in the applicable Final Terms, any Interest Observation Date falling within the Interest Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Interest Observation Date falling during the Interest Observation Period, equal to the Fixed Rate₁; or

- (ii) otherwise, if the Underlying Value is within the Range_B on, if Any Dates is specified in the applicable Final Terms, any Interest Observation Date falling within the Interest Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Interest Observation Date falling during the Interest Observation Period, equal to the Fixed Rate₂; or
 - (iii) otherwise, if the Underlying Value is within the Range_C on, if Any Dates is specified in the applicable Final Terms, any Interest Observation Date falling within the Interest Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Interest Observation Date falling during the Interest Observation Period, equal to the Fixed Rate₃; or
 - (iv) otherwise, if the Underlying Value is within the Range_D on, if Any Dates is specified in the applicable Final Terms, any Interest Observation Date falling within the Interest Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Interest Observation Date falling during the Interest Observation Period, equal to the Fixed Rate₄; or
 - (v) otherwise, if the Underlying Value is within the Range_E on, if Any Dates is specified in the applicable Final Terms, any Interest Observation Date falling within the Interest Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Interest Observation Date falling during the Interest Observation Period, equal to the Fixed Rate₅; or
 - (vi) otherwise, equal to the Fixed Rate₆.
- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Multi Fixed Digital Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Multi Fixed Digital Interest Payoff Condition 36.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 37: Standard Digital to Participation Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Digital to Participation Interest to be applicable.

*The following terms and conditions (the **Standard Digital to Participation Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Digital to Participation Interest (the **Standard Digital to Participation Interest**) is applicable. These Standard Digital to Participation Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Digital to Participation Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

37 STANDARD DIGITAL TO PARTICIPATION INTEREST

The Linked Interest Rate is calculated as either (a) if the Underlying Value is within the relevant Range on each Interest Observation Date falling within the Interest Observation Period, being the Fixed Rate or (b) otherwise, being the lesser of (i) Cap and (ii) the greater of (A) Floor and (B) Leverage multiplied by the sum of Margin and the result of the Underlying Value on the Underlying Observation Date₁ corresponding to the relevant Interest Accrual Period divided by the Underlying Value on the Underlying Observation Date₂ corresponding to the relevant Interest Accrual Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect which rate is used to calculate the Linked Interest Rate applicable to the Certificates and the value of Underlying observed on each of the relevant days corresponding to the relevant Interest Accrual Period will each be used as a component in the calculation of one of the rates, if applicable, subject to the Leverage, the Margin, the Cap and the Floor.

37.1 Definitions and interpretation

For the purposes of these Standard Digital to Participation Interest Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Fixed Rate means the rate specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, with respect to an Interest Observation Period, each date specified as an Interest Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Interest Observation Date the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying_{Observation1} means, with respect to an Interest Accrual Period, the Underlying Value on the Underlying Observation Date₁.

Underlying_{Observation2} means, with respect to an Interest Accrual Period, the Underlying Value on the Underlying Observation Date₂.

Underlying Observation Date means Underlying Observation Date₁ or Underlying Observation Date₂.

Underlying Observation Date₁ means, with respect to an Interest Accrual Period, the date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Underlying Observation Date₂ means, with respect to an Interest Accrual Period, the date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Underlying Value means, with respect to an Interest Observation Date or an Underlying Observation Date, as the case may be:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;

- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

37.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Digital to Participation Interest is applicable in respect of such Interest Accrual Period shall be calculated as:
 - (i) if the Underlying Value is within the Range on each Interest Observation Date falling within the Interest Observation Period, equal to the Fixed Rate; or
 - (ii) otherwise, equal to:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times \left(\frac{\text{Underlying}_{\text{Observation 1}}}{\text{Underlying}_{\text{Observation 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Digital to Participation Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Digital to Participation Interest Payoff Condition 37.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 38: Standard Knock-out Range Accrual Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Knock-out Range Accrual Interest to be applicable.

*The following terms and conditions (the **Standard Knock-out Range Accrual Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Knock-out Range Accrual Interest (the **Standard Knock-out Range Accrual Interest**) is applicable. These Standard Knock-out Range Accrual Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Knock-out Range Accrual Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

38 STANDARD KNOCK-OUT RANGE ACCRUAL INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin₂ added to the result of (A) Accrual Factor multiplied by (B) Leverage multiplied by Underlying Value of the Underlying on the Interest Observation Date added to Margin₁. The Accrual Factor is calculated as (a) if an Accrual Factor Knock-out Event has not occurred, the number of Range Accrual Days during the relevant Accrual Factor Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Accrual Factor Observation Period or (b) if an Accrual Factor Knock-out Event has occurred, the number of Range Accrual Days in the relevant Knock-out Event Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Knock-out Event Observation Period. An Accrual Factor Knock-out Event occurs if the Underlying Value is not within the Accrual Factor Knock-out Range on (i) (if ‘Any Accrual Factor Event Day’ is applicable) any Accrual Factor Event Day falling in the Accrual Factor Observation Period, or (ii) (if ‘Specific Accrual Factor Event Day’ is applicable) each Accrual Factor Event Days falling in the Accrual Factor Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect the Linked Interest Rate since the value of the Underlying (i) affects if an Accrual Factor Knock-out Event has occurred which itself affects the period over which the Accrual Factor is calculated (ii) affects the value of the Accrual Factor which is used as a component of the formula used to calculate the Linked Interest Rate and (iii) is also used as a separate component in the formula used to calculate the Linked Interest Rate.

38.1 Definitions and interpretation

For the purposes of these Standard Knock-out Range Accrual Interest Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to an Interest Accrual Period, (i) if an Accrual Factor Knock-out Event has not occurred, the number of Range Accrual Days in the relevant Accrual Factor Observation Period in respect of which the relevant Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Accrual Factor Observation Period, or (ii) if an Accrual Factor Knock-out Event has occurred, the number of Range Accrual Days in the relevant Knock-out Event Observation Period in respect of which the relevant Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Knock-out Event Observation Period, in each case as determined by the Calculation Agent.

Accrual Factor Event Day means, with respect to an Accrual Factor Observation Period, each date specified as an Accrual Factor Event Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Accrual Factor Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Accrual Factor Knock-out Event means, in respect of an Interest Accrual Period, that the Underlying Value is not within the Accrual Factor Knock-out Range on (i) if ‘Any Accrual Factor Event Day’ is specified in the applicable Final Terms, any Accrual Factor Event Day falling in the Accrual Factor Observation Period, or (ii) if ‘Specific Accrual Factor Event Day’ is specified in the applicable Final Terms, each Accrual Factor Event Day falling in the Accrual Factor Observation Period.

Accrual Factor Knock-out Range or Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Accrual Factor Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Underlying Value means the Underlying Value of the Underlying on an Interest Observation Date.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

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

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Limit means the percentage or number specified as such in the applicable Final Terms and corresponding to the Accrual Factor Knock-out Range or Range, as applicable.

Margin₁ or Margin₂ means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range₁ means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than or equal to the relevant Lower Limit and lower than or equal to the relevant Upper Limit.

Range₂ means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than the relevant Lower Limit and lower than the relevant Upper Limit.

Range₃ means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than or equal to the relevant Lower Limit and lower than the relevant Upper Limit.

Range₄ means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than the relevant Lower Limit and lower than or equal to the relevant Upper Limit.

Range₅ means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is less than the relevant Lower Limit or greater than the relevant Upper Limit.

Range Accrual Day means, with respect to an Accrual Factor Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Accrual Factor Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Range Accrual Day, an Accrual Factor Knock Event Day or an Interest Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms and corresponding to the Accrual Factor Knock-out Range or Range, as applicable.

38.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Knock-out Range Accrual Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \left(\text{Leverage} \times \text{Global Underlying Value} + \text{Margin}_1 \right) \times \text{Accrual Factor} + \text{Margin}_2 \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Knock-out Range Accrual Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked

Interest Rate determined in accordance with Standard Knock-out Range Accrual Interest Payoff Condition 38.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 39: Standard Product Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Product Basket Interest to be applicable.

*The following terms and conditions (the **Standard Product Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Product Basket Interest (the **Standard Product Basket Interest**) is applicable. These Standard Product Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Product Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

39 STANDARD PRODUCT BASKET INTEREST

The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Initial Product Basket subtracted from Final Product Basket divided by Final Product Basket. The Final Product Basket means the Basket Value on the Final Underlying Observation Date and the Initial Product Basket means the Basket Value on the Initial Underlying Observation Date. The Basket Value is the result of the Ratio multiplied by the product of each Underlying Value_i exponentiated to the corresponding Weight_i. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying on each relevant date (exponentiated to the corresponding weight) will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Cap and the Floor.

39.1 Definitions and interpretation

For the purposes of these Standard Product Basket Interest Payoff Conditions, the following terms shall have the following meanings:

Basket Value means, with respect to an Interest Observation Date,

$$\text{Ratio} \times \prod_{i=1}^{i=n} ((\text{Underlying Value}_i)^{\text{Weight}_i})$$

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Final Product Basket means the Basket Value on the Final Underlying Observation Date.

Final Underlying Observation Date means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Initial Product Basket means the Basket Value on the Initial Underlying Observation Date.

Initial Underlying Observation Date means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first day of such Interest Accrual Period as specified in the

applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means a Final Underlying Observation Date or an Initial Underlying Observation Date, as applicable.

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Max}(X,Y)$ means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X,Y)$ means whichever is the lesser of component X and component Y.

n means the total number of Underlying_i.

Ratio means the ratio specified as such in the applicable Final Terms.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

(Underlying Value_i)^{Weight_i} means Underlying Value_i exponentiated to the power of the corresponding Weight_i.

Weight means the number or percentage specified as such in the applicable Final Terms.

Weight_i means each Weight corresponding to an i as specified in the applicable Final Terms.

$\prod_{i=1}^n$ means the multiplication of each of the values which follow in brackets.

39.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Product Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \left(\frac{\text{Final Product Basket} - \text{Initial Product Basket}}{\text{Final Product Basket}} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Product Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Product Basket Interest Payoff Condition 39.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 40: Standard Multi Fixed Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Multi Fixed Basket Interest to be applicable.

*The following terms and conditions (the **Standard Multi Fixed Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Multi Fixed Basket Interest (the **Standard Multi Fixed Basket Interest**) is applicable. These Standard Multi Fixed Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Multi Fixed Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

40 STANDARD MULTI FIXED BASKET INTEREST

The Linked Interest Rate is calculated as (a) if the Underlying Value of each Underlying_i is within the Underlying Value_i Range on the relevant Interest Observation Date, being Fixed Rate₁ or (b) if the Underlying Value of any Underlying_j is within the Underlying Value_j Range on the relevant Interest Observation Date, being Fixed Rate₁ or (c) otherwise, being Fixed Rate₂. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the various Underlying_i or Underlying_j may each therefore affect which fixed rate is used to calculate the Linked Interest Rate applicable to the Certificates.

40.1 Definitions and interpretation

For the purposes of these Standard Multi Fixed Basket Interest Payoff Conditions, the following terms shall have the following meanings:

Fixed Rate₁ or **Fixed Rate₂** means the rate specified as such in the applicable Final Terms.

i or **j** means a number which corresponds to an item specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Lower Limit_i or **Lower Limit_j** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i or Underlying_j.

Range means, in respect of each Underlying_i or Underlying_j, any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms for such Underlying.

Range₁ means that on the relevant Interest Observation Date each Underlying Value_i or Underlying Value_j is greater than or equal to the Lower Limit_i or Lower Limit_j and lower than or equal to the Upper Limit_i or Upper Limit_j, in each case, as the case may be.

Range₂ means that on the relevant Interest Observation Date each Underlying Value_i or Underlying Value_j is greater than the Lower Limit_i or Lower Limit_j and lower than the Upper Limit_i or Upper Limit_j, in each case, as the case may be.

Range₃ means that on the relevant Interest Observation Date each Underlying Value_i or Underlying Value_j is greater than or equal to the Lower Limit_i or Lower Limit_j and lower than the Upper Limit_i or Upper Limit_j, in each case, as the case may be.

Range₄ means that on the relevant Interest Observation Date each Underlying Value_i or Underlying Value_j is greater than the Lower Limit_i or Lower Limit_j and lower than or equal to the Upper Limit_i or Upper Limit_j, in each case, as the case may be.

Range₅ means that on the relevant Interest Observation Date each Underlying Value_i or Underlying Value_j is lower than the Lower Limit_i or Lower Limit_j or greater than the Upper Limit_i or Upper Limit_j, in each case, as the case may be.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i, and **Underlying_j** means an Underlying corresponding to an i and j number, respectively, as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions), all Underlying_j together constitute a Basket or a Multi-Asset Basket, as applicable and all Underlying_i and Underlying_j together will constitute a Basket or a Multi-Asset Basket, as applicable.

Underlying Value means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Underlying Value_j means the Underlying Value of an Underlying_j.

Underlying Value_i Range means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Underlying Value_j Range means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying_j.

Upper Limit_i or Upper Limit_j means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i or Underlying_j.

40.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Multi Fixed Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:
 - (i) if each Underlying Value_i is within the Underlying Value_i Range on the relevant Interest Observation Date, Fixed Rate₁; or

- (ii) if any Underlying Value_j is within the Underlying Value_j Range on the relevant Interest Observation Date, Fixed Rate₁; or
 - (iii) otherwise, Fixed Rate₂.
- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Multi Fixed Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Multi Fixed Basket Interest Payoff Condition 40.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part A: Chapter 41: Standard Fixed Range Accrual Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Range Accrual Basket Interest to be applicable.

*The following terms and conditions (the **Standard Fixed Range Accrual Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Range Accrual Basket Interest (the **Standard Fixed Range Accrual Basket Interest**) is applicable. These Standard Fixed Range Accrual Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Fixed Range Accrual Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

41 STANDARD FIXED RANGE ACCRUAL BASKET INTEREST

The Linked Interest Rate is calculated as Fixed Rate multiplied by Accrual Factor. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which each Underlying Value_i is within the Underlying Value_i Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The Underlying Value_i reflects the price, level or rate of the relevant Underlying_i (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying_i will therefore affect the value of the Accrual Factor which is used as a component of the formula used to calculate the Linked Interest Rate.

41.1 Definitions and interpretation

For the purposes of these Standard Fixed Range Accrual Basket Interest Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which each Underlying Value_i is within the Underlying Value_i Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

Fixed Rate means the rate specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (Definitions).

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Lower Limit_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Range Accrual Day the Underlying Value_i is greater than or equal to the Lower Limit_i and lower than or equal to the Upper Limit_i.

Range₂ means that on the relevant Range Accrual Day the Underlying Value_i is greater than the Lower Limit_i and lower than the Upper Limit_i.

Range₃ means that on the relevant Range Accrual Day the Underlying Value_i is greater than or equal to the Lower Limit_i and lower than the Upper Limit_i.

Range_i means that on the relevant Range Accrual Day the Underlying Value_i is greater than the Lower Limit_i and lower than or equal to the Upper Limit_i.

Range_e means that on the relevant Range Accrual Day the Underlying Value_i is lower than the Lower Limit_i or greater than the Upper Limit_i.

Range Accrual Day means, with respect to an Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying_i means an Underlying corresponding to an *i*, as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Range Accrual Day:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Underlying Value_i Range means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Upper Limit_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

41.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Range Accrual Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Fixed Rate} \times \text{Accrual Factor}$$

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Range Accrual Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Fixed Range Accrual Basket Interest Payoff

Condition 41.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff₁ or Standard Interest Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 1: Standard Fixed Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Redemption to be applicable.

*The following terms and conditions (the **Standard Fixed Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Redemption (the **Standard Fixed Redemption**) is applicable. These Standard Fixed Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Fixed Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

1 STANDARD FIXED REDEMPTION

The Redemption Payoff is calculated as equal to the Fixed Percentage and is not affected by the value of any underlying.

1.1 Definitions and interpretation

For the purposes of these Standard Fixed Redemption Payoff Conditions, the following terms shall have the following meanings:

Fixed Percentage means the percentage specified as such in the applicable Final Terms.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

1.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Redemption is applicable shall be equal to the Fixed Percentage.
- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Fixed Redemption Payoff Condition 1.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 2: Standard Asian Option Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Asian Option Redemption to be applicable.

*The following terms and conditions (the **Standard Asian Option Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Asian Option Redemption (the **Standard Asian Option Redemption**) is applicable. These Standard Asian Option Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Asian Option Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

2 STANDARD ASIAN OPTION REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Fixed Percentage added to the result of Leverage multiplied by Average Underlying Value. The Average Underlying Value reflects the arithmetic average of the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time on each Redemption Observation Date falling during the relevant Redemption Observation Period. The average value of the Underlying will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Fixed Percentage, the Cap and the Floor.

2.1 Definitions and interpretation

For the purposes of these Standard Asian Option Redemption Payoff Conditions, the following terms shall have the following meanings:

Average Underlying Value means, with respect to a Redemption Observation Period, the arithmetic average of the Underlying Value on each of the Redemption Observation Dates in the relevant Redemption Observation Period.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Fixed Percentage means the percentage specified as such in the applicable Final Terms.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

2.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Asian Option Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(Cap, \text{Max}(\text{Floor}, \text{Fixed Percentage} + \text{Leverage} \times \text{Average Underlying Value}))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Asian Option Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Asian Option Redemption Payoff Condition 2.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 3: Standard Collar Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Collar Redemption to be applicable.

*The following terms and conditions (the **Standard Collar Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Collar Redemption (the **Standard Collar Redemption**) is applicable. These Standard Collar Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Collar Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

3 STANDARD COLLAR REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to the result of Leverage multiplied by Underlying Value. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin, the Cap and the Floor.

3.1 Definitions and interpretation

For the purposes of these Standard Collar Redemption Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

3.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Collar Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Leverage} \times \text{Underlying Value} + \text{Margin}))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Collar Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Collar Redemption Payoff Condition 3.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 4: Standard Floater Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Floater Redemption to be applicable.

*The following terms and conditions (the **Standard Floater Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Floater Redemption (the **Standard Floater Redemption**) is applicable. These Standard Floater Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Floater Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

4 STANDARD FLOATER REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) Margin added to the result of Leverage multiplied by Underlying Value. The Underlying Value reflects the price, level or rate of the (without regard to any currency of denomination of such price, level or rate, as the case may be) Underlying at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin and the Floor.

4.1 Definitions and interpretation

For the purposes of these Standard Floater Redemption Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;

- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

4.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Floater Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max}(\text{Floor}, \text{Leverage} \times \text{Underlying Value} + \text{Margin})$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Floater Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Floater Redemption Payoff Condition 4.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 5: Standard Floored Floater Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Floored Floater Redemption to be applicable.

*The following terms and conditions (the **Standard Floored Floater Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Floored Floater Redemption (the **Standard Floored Floater Redemption**) is applicable. These Standard Floored Floater Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Floored Floater Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

5 STANDARD FLOORED FLOATER REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as Leverage multiplied by the greater of (i) Floor and (ii) Underlying Value added to Margin. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin and the Floor.

5.1 Definitions and interpretation

For the purposes of these Standard Floored Floater Redemption Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;

- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

5.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Floored Floater Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Leverage} \times \text{Max}(\text{Floor}; \text{Underlying Value} + \text{Margin})$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Floored Floater Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Floored Floater Redemption Payoff Condition 5.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 6: Standard Inverse Floater Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Inverse Floater Redemption to be applicable.

*The following terms and conditions (the **Standard Inverse Floater Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Inverse Floater Redemption (the **Standard Inverse Floater Redemption**) is applicable. These Standard Inverse Floater Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Inverse Floater Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

6 STANDARD INVERSE FLOATER REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Underlying Value subtracted from Fixed Percentage. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Fixed Percentage, the Cap and the Floor.

6.1 Definitions and interpretation

For the purposes of these Standard Inverse Floater Redemption Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Fixed Percentage means the percentage specified as such in the applicable Final Terms.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

6.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Inverse Floater Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Fixed Percentage} - \text{Leverage} \times \text{Underlying Value}))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Inverse Floater Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Inverse Floater Redemption Payoff Condition 6.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 7: Standard Strangle Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Strangle Redemption to be applicable.

*The following terms and conditions (the **Standard Strangle Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Strangle Redemption (the **Standard Strangle Redemption**) is applicable. These Standard Strangle Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Strangle Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

7 STANDARD STRANGLE REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the Absolute Value of the result of Margin added to the result of Leverage multiplied by Underlying Value. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin and the effect of taking an Absolute Value of the result.

7.1 Definitions and interpretation

For the purposes of these Standard Strangle Redemption Payoff Conditions, the following terms shall have the following meanings:

Absolute Value means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an 'Observation Date' for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;

- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

7.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Strangle Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Absolute Value (Leverage} \times \text{Underlying Value} + \text{Margin)}$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Strangle Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Strangle Redemption Payoff Condition 7.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 8: Standard Alternative Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Alternative Basket Redemption to be applicable.

*The following terms and conditions (the **Standard Alternative Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Alternative Basket Redemption (the **Standard Alternative Basket Redemption**) is applicable. These Standard Alternative Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Alternative Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

8 STANDARD ALTERNATIVE BASKET REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Margin_3 added to the sum of the individual products of Leverage_k and the Underlying Value of each Underlying_k and (b) the greater of (i) Margin_2 added to the sum of the individual products of Leverage_j and the Underlying Value of each Underlying_j and (ii) Margin_1 added to the sum the individual products of Leverage_i and the Underlying Value of each Underlying_i. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of various Underlyings each multiplied by the relevant leverage will be used as a component in this calculation to define a cap and a floor and each will therefore have the potential to affect the Redemption Payoff although it will be the sum of only one of the Basket of Underlyings each multiplied by the relevant leverage which, together with the relevant margin, will give the Redemption Payoff.

8.1 Definitions and interpretation

For the purposes of these Standard Alternative Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

i, j, k means a number which corresponds to an item specified as such in the applicable Final Terms.

Leverage_i, Leverage_j or Leverage_k means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i, Underlying_j or Underlying_k, as the case may be. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin₁, Margin₂ or Margin₃ means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Max}(X, Y)$ means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X, Y)$ means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i, **Underlying_j** and **Underlying_k** means an Underlying corresponding to an i, j and k number, respectively, as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions), all Underlying_j, together constitute a Basket or a Multi-Asset Basket, as applicable, all Underlying_k together constitute a Basket or a Multi-Asset Basket, as applicable and all Underlying_i, Underlying_j and Underlying_k together constitute a Basket or a Multi-Asset Basket, as applicable.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Underlying Value_j means the Underlying Value of an Underlying_j.

Underlying Value_k means the Underlying Value of an Underlying_k.

Σ means the sum of the values which follow in brackets.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Leverage_i and the Underlying Value_i for each i.

Σ (**Leverage_j x Underlying Value_j**) means the sum of the individual products of the Leverage_j and the Underlying Value_j for each j.

Σ (**Leverage_k x Underlying Value_k**) means the sum of the individual products of the Leverage_k and the Underlying Value_k for each k.

8.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Alternative Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Margin}_3 + \Sigma(\text{Leverage}_k \times \text{Underlying Value}_k), \text{Max}(\text{Margin}_2 + \Sigma(\text{Leverage}_j \times \text{Underlying Value}_j), \text{Margin}_1 + \Sigma(\text{Leverage}_i \times \text{Underlying Value}_i))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Alternative Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Alternative Basket Redemption Payoff Condition 8.2(a) shall be used in the relevant Combination Payoff Condition as the

relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 9: Standard Strangle Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Strangle Basket Redemption to be applicable.

*The following terms and conditions (the **Standard Strangle Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Strangle Basket Redemption (the **Standard Strangle Basket Redemption**) is applicable. These Standard Strangle Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Strangle Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

9 STANDARD STRANGLE BASKET REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the Absolute Value of the result of Margin added to the sum of the individual products of Leverage_i and the Underlying Value of each Underlying_i. The Underlying Value reflects the price, level or rate of the relevant (without regard to any currency of denomination of such price, level or rate, as the case may be) Underlying at the relevant time. The sum of the value of various Underlyings each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Margin, the effect of taking an Absolute Value of part of the formula and the Cap.

9.1 Definitions and interpretation

For the purposes of these Standard Strangle Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

Absolute Value means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an *i* as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Σ means the sum of the values which follow in brackets.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Underlying Value_i and the Leverage_i for each *i*.

9.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Strangle Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap, Absolute Value (Margin} + \Sigma(\text{Leverage}_i \times \text{Underlying Value}_i))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Strangle Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Strangle Basket Redemption Payoff Condition 9.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 10: Standard Option Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Option Basket Redemption to be applicable.

*The following terms and conditions (the **Standard Option Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Option Basket Redemption (the **Standard Option Basket Redemption**) is applicable. These Standard Option Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Option Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

10 STANDARD OPTION BASKET REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to Global Leverage added to the sum of the individual products of $Leverage_i$ and the Underlying Value of each Underlying_i. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of various Underlyings each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Margin, the Global Leverage, the Cap and the Floor.

10.1 Definitions and interpretation

For the purposes of these Standard Option Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption

Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Σ means the sum of the values which follow in brackets.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Underlying Value_i and the Leverage_i for each i.

10.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Option Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Margin} + \text{Global Leverage} + \Sigma (\text{Leverage}_i \times \text{Underlying Value}_i)))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Option Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Option Basket Redemption Payoff Condition 10.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 11: Standard Lookback Minimum Performance Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Minimum Performance Redemption to be applicable.

*The following terms and conditions (the **Standard Lookback Minimum Performance Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Minimum Performance Redemption (the **Standard Lookback Minimum Performance Redemption**) is applicable. These Standard Lookback Minimum Performance Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Lookback Minimum Performance Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

11 STANDARD LOOKBACK MINIMUM PERFORMANCE REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of Margin added to the lowest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The lowest value of the Underlying observed on any of the relevant days will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin, the Cap and the Floor.

11.1 Definitions and interpretation

For the purposes of these Standard Lookback Minimum Performance Redemption Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Minimum Underlying Value means, with respect to a Redemption Observation Period, the lowest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

11.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Minimum Performance Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times (\text{Minimum Underlying Value} + \text{Margin}) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Minimum Performance Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Lookback Minimum Performance Redemption Payoff Condition 11.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 12: Standard Lookback Maximum Performance Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Maximum Performance Redemption to be applicable.

*The following terms and conditions (the **Standard Lookback Maximum Performance Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Maximum Performance Redemption (the **Standard Lookback Maximum Performance Redemption**) is applicable. These Standard Lookback Maximum Performance Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Lookback Maximum Performance Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

12 STANDARD LOOKBACK MAXIMUM PERFORMANCE REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of Margin added to the highest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The highest value of the Underlying observed on any of the relevant days will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin, the Cap and the Floor.

12.1 Definitions

For the purposes of these Standard Lookback Maximum Performance Redemption Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Maximum Underlying Value means, with respect to a Redemption Observation Period, the highest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X, Y)$ means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

12.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Maximum Performance Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times (\text{Maximum Underlying Value} + \text{Margin}) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Maximum Performance Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Lookback Maximum Performance Redemption Payoff Condition Standard Lookback Maximum Performance Redemption Payoff Condition 12.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 13: Standard Maximum-Minimum Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Maximum-Minimum Redemption to be applicable.

*The following terms and conditions (the **Standard Maximum-Minimum Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Maximum-Minimum Redemption (the **Standard Maximum-Minimum Redemption**) is applicable. These Standard Maximum-Minimum Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Maximum-Minimum Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

13 STANDARD MAXIMUM-MINIMUM REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of the lowest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period subtracted from the highest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The lowest and the highest value of the Underlying observed on any of the relevant days will each be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Cap and the Floor.

13.1 Definitions and interpretation

For the purposes of these Standard Maximum-Minimum Redemption Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Maximum Underlying Value means, with respect to a Redemption Observation Period, the highest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Minimum Underlying Value means, with respect to a Redemption Observation Period, the lowest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

13.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Maximum-Minimum Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times (\text{Maximum Underlying Value} - \text{Minimum Underlying Value}) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Maximum-Minimum Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Maximum-Minimum Redemption Payoff Condition 13.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 14: Standard Volbond Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Volbond Redemption to be applicable.

*The following terms and conditions (the **Standard Volbond Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Volbond Redemption (the **Standard Volbond Redemption**) is applicable. These Standard Volbond Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Volbond Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

14 STANDARD VOLBOND REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the Absolute Value of Underlying Value on the Initial Underlying Observation Date subtracted from the Underlying Value on the Final Underlying Observation Date. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying observed on each of the relevant days will each be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the effect of taking an Absolute Value of part of the formula, the Cap and the Floor.

14.1 Definitions and interpretation

For the purposes of these Standard Volbond Redemption Payoff Conditions, the following terms shall have the following meanings:

Absolute Value means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Final Underlying Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date or such date specified as a Final Underlying Observation Date in the applicable Final Terms or, for the purposes of calculating an Early Redemption Amount, the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Final Underlying Value means the Underlying Value on the relevant Final Underlying Observation Date.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Initial Underlying Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding or immediately following (as specified in the applicable Final Terms) (a) in the case of Instalment Certificates, the immediately preceding Instalment Date or (b) in the case of all other Certificates, the Issue Date or (c) such date

specified as the Initial Underlying Observation Date in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Initial Underlying Value means the Underlying Value on the relevant Initial Underlying Observation Date.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means an Initial Underlying Observation Date or a Final Underlying Observation Date.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

14.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Volbond Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times \text{Absolute Value} (\text{Final Underlying Value} - \text{Initial Underlying Value}) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Volbond Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Volbond Redemption Payoff Condition 14.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 15: Standard Year on Year Participation Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Year on Year Participation Redemption to be applicable.

*The following terms and conditions (the **Standard Year on Year Participation Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Year on Year Participation Redemption (the **Standard Year on Year Participation Redemption**) is applicable. These Standard Year on Year Participation Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Year on Year Participation Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

15 STANDARD YEAR ON YEAR PARTICIPATION REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of Underlying Value on the Final Underlying Observation Date divided by Underlying Value on the Initial Underlying Observation Date. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying observed on each of the relevant days will each be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin, the Cap and the Floor.

15.1 Definitions and interpretation

For the purposes of these Standard Year on Year Participation Redemption Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Final Underlying Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date or such date specified as a Final Underlying Observation Date in the applicable Final Terms or, for the purposes of calculating an Early Redemption Amount, the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Final Underlying Value means the Underlying Value on the relevant Final Underlying Observation Date.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Initial Underlying Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding or immediately following (as specified in the applicable Final Terms) (a) in the case of Instalment Certificates, the immediately preceding Instalment Date or (b) in the case of all other Certificates, the Issue Date or (c) such date

specified as the Initial Underlying Observation Date in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Initial Underlying Value means the Underlying Value on the relevant Initial Underlying Observation Date.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means an Initial Underlying Observation Date or a Final Underlying Observation Date.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

15.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Year on Year Participation Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times \left(\frac{\text{Final Underlying Value}}{\text{Initial Underlying Value}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Year on Year Participation Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff

Condition and the Redemption Payoff determined in accordance with Standard Year on Year Participation Redemption Payoff Condition 15.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 16: Standard Lookback Maximum Performance Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Maximum Performance Basket Redemption to be applicable.

*The following terms and conditions (the **Standard Lookback Maximum Performance Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Maximum Performance Basket Redemption (the **Standard Lookback Maximum Performance Basket Redemption**) is applicable. These Standard Lookback Maximum Performance Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Lookback Maximum Performance Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

16 STANDARD LOOKBACK MAXIMUM PERFORMANCE BASKET REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Maximum Basket Value (being the highest sum of the individual products of Leverage_i and the Underlying Value of each Underlying_i observed on any Redemption Observation Date within the relevant Redemption Observation Period) and Margin. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the highest value of each of the various Underlyings observed on any of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Global Leverage, the Margin, the Cap and the Floor.

16.1 Definitions and interpretation

For the purposes of these Standard Lookback Maximum Performance Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

Basket Value means, with respect to a Redemption Observation Date, $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ on each Redemption Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Maximum Basket Value means, with respect to a Redemption Observation Period, the highest Basket Value observed on any Redemption Observation Date falling during such Redemption Observation Period.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Σ means the sum of the values which follow in brackets.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Underlying Value_i and the Leverage_i for each i.

16.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Maximum Performance Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Global Leverage} \times (\text{Maximum Basket Value} + \text{Margin})))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Maximum Performance Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Lookback Maximum Performance Basket Redemption Payoff Condition 16.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 17: Standard Lookback Minimum Performance Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Minimum Performance Basket Redemption to be applicable.

*The following terms and conditions (the **Standard Lookback Minimum Performance Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Minimum Performance Basket Redemption (the **Standard Lookback Minimum Performance Basket Redemption**) is applicable. These Standard Lookback Minimum Performance Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Lookback Minimum Performance Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

17 STANDARD LOOKBACK MINIMUM PERFORMANCE BASKET REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Minimum Basket Value (being the lowest sum of the individual products of Leverage_i and Underlying Value of each Underlying_i observed on any Redemption Observation Date falling during the relevant Redemption Observation Period) and Margin. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the lowest value of each of the various Underlyings observed on any of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Global Leverage, the Margin, the Cap and the Floor.

17.1 Definitions and interpretation

For the purposes of these Standard Lookback Minimum Performance Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

Basket Value means, with respect to a Redemption Observation Date, $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ on each Redemption Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Minimum Basket Value means, with respect to a Redemption Observation Period, the lowest Basket Value observed on any Redemption Observation Date falling during such Redemption Observation Period.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, each Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level; or
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Σ means the sum of the values which follow in brackets.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Underlying Value_i and the Leverage_i for each i.

17.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Minimum Performance Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Global Leverage} \times (\text{Minimum Basket Value} + \text{Margin})))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Minimum Performance Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Lookback Minimum Performance Basket Redemption Payoff Condition 17.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 18: Standard Maximum-Minimum Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Maximum-Minimum Basket Redemption to be applicable.

*The following terms and conditions (the **Standard Maximum-Minimum Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Maximum-Minimum Basket Redemption (the **Standard Maximum-Minimum Basket Redemption**) is applicable. These Standard Maximum-Minimum Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Maximum-Minimum Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

18 STANDARD MAXIMUM-MINIMUM BASKET REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the result of subtracting the Minimum Basket Value from the Maximum Basket Value. The Minimum Basket Value is the lowest sum of the individual products of Leverage_i and the Underlying Value of each Underlying_i observed on any Redemption Observation Date within a relevant Redemption Observation Period. The Maximum Basket Value is the highest sum of the individual products of Leverage_i and the Underlying Value of each Underlying_i observed on any Redemption Observation Date within a relevant Redemption Observation Period. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each of the various Underlyings observed on any of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Global Leverage, the Cap and the Floor.

18.1 Definitions and interpretation

For the purposes of these Standard Maximum-Minimum Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

Basket Value means, with respect to a Redemption Observation Date, $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ on each Redemption Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Maximum Basket Value means, with respect to a Redemption Observation Period, the highest Basket Value observed on any Redemption Observation Date falling during such Redemption Observation Period.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Minimum Basket Value means, with respect to a Redemption Observation Period, the lowest Basket Value observed on any Redemption Observation Date falling during such Redemption Observation Period.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Σ means the sum of the values which follow in brackets.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Underlying Value_i and the Leverage_i for each i.

18.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Maximum-Minimum Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Global Leverage} \times (\text{Maximum Basket Value} - \text{Minimum Basket Value}) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Maximum-Minimum Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Maximum-Minimum Basket Redemption Payoff Condition 18.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 19: Standard Volbond Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Volbond Basket Redemption to be applicable.

*The following terms and conditions (the **Standard Volbond Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Volbond Basket Redemption (the **Standard Volbond Basket Redemption**) is applicable. These Standard Volbond Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Volbond Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

19 STANDARD VOLBOND BASKET REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the Absolute Value of Initial Basket Value subtracted from Final Basket Value. The Initial Basket Value is the Basket Value observed on the Initial Underlying Observation Date. The Final Basket Value is the Basket Value observed on the Final Underlying Observation Date. Basket Value is the sum of the individual products of Leverage_i and the Underlying Value of each Underlying_i observed on the relevant date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each Underlying_i each observed on each of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Global Leverage, the effect of taking an Absolute Value of part of the formula, the Cap and the Floor.

19.1 Definitions and interpretation

For the purposes of these Standard Volbond Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

Absolute Value means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

Basket Value means, with respect to a Redemption Observation Date, $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ on the relevant Redemption Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Final Underlying Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date or such date specified as a Final Underlying Observation Date in the applicable Final Terms or, for the purposes of calculating an Early Redemption Amount, the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Final Basket Value means the Basket Value on the relevant Final Underlying Observation Date.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Initial Underlying Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding or immediately following (as specified in the applicable Final Terms) (a) in the case of Instalment Certificates, the immediately preceding Instalment Date or (b) in the case of all other Certificates, the Issue Date or (c) such date specified as the Initial Underlying Observation Date in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Initial Basket Value means the Basket Value on the relevant Initial Underlying Observation Date.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, an Initial Underlying Observation Date or a Final Underlying Observation Date.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level; or
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Σ means the sum of the values which follow in brackets.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Underlying Value_i and the Leverage_i for each i.

19.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Volbond Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}; \text{Global Leverage} \times \text{Absolute Value} (\text{Final Basket Value} - \text{Initial Basket Value}) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Volbond Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Volbond Basket Redemption Payoff Condition 19.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 20: Standard Year on Year Participation Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Year on Year Participation Basket Redemption to be applicable.

*The following terms and conditions (the **Standard Year on Year Participation Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Year on Year Participation Basket Redemption (the **Standard Year on Year Participation Basket Redemption**) is applicable. These Standard Year on Year Participation Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Year on Year Participation Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

20 STANDARD YEAR ON YEAR PARTICIPATION BASKET REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the result of Margin added to the result of Final Basket Value divided by Initial Basket Value. The Initial Basket Value is the Basket Value observed on the Initial Underlying Observation Date. The Final Basket Value is the Basket Value observed on the Final Underlying Observation Date. Basket Value on any Final Underlying Observation Date or Initial Underlying Observation Date is the sum of the individual products of Leverage_i and the Underlying Value of each Underlying_i observed on such date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each of the various Underlyings each observed on each of the relevant days will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Global Leverage, the Margin, the Cap and the Floor.

20.1 Definitions and interpretation

For the purposes of these Standard Year on Year Participation Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

Basket Value means, with respect to a Final Underlying Observation Date or an Initial Underlying Observation Date, $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ on the relevant Final Underlying Observation Date or the relevant Initial Underlying Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Final Underlying Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date or such date specified as a Final Underlying Observation Date in the applicable Final Terms or, for the purposes of calculating an Early Redemption Amount, the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Final Basket Value means the Basket Value on the relevant Final Underlying Observation Date.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Initial Underlying Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding or immediately following (as specified in the applicable Final Terms) (a) in the case of Instalment Certificates, the immediately preceding Instalment Date or (b) in the case of all other Certificates, the Issue Date or (c) such date specified as the Initial Underlying Observation Date in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Initial Basket Value means the Basket Value on the relevant Initial Redemption Observation Date.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or

- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the sum of the individual products of the Underlying Value_i and the Leverage_i for each i.

∑ means the sum of the values which follow in brackets.

∑ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Underlying Value_i and the Leverage_i for each i.

20.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Year on Year Participation Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Global Leverage} \times \left(\frac{\text{Final Basket Value}}{\text{Initial Basket Value}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Year on Year Participation Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Year on Year Participation Basket Redemption Payoff Condition 20.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 21: Standard Fixed Digital Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Digital Redemption to be applicable.

*The following terms and conditions (the **Standard Fixed Digital Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Digital Redemption (the **Standard Fixed Digital Redemption**) is applicable. These Standard Fixed Digital Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Fixed Digital Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

21 STANDARD FIXED DIGITAL REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as either (a) if Underlying Value is (i) within the Range on the relevant Redemption Observation Date or (ii) strictly higher, or strictly lower, as specified in the applicable Final Terms, than any relevant Barrier Level_n on the relevant Redemption Observation Date, being Fixed Percentage₁ or (b) otherwise, being Fixed Percentage₂. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect whether Fixed Percentage₁ or Fixed Percentage₂ is used to calculate the Redemption Payoff applicable to the Certificates.

21.1 Definitions and interpretation

For the purposes of these Standard Fixed Digital Redemption Payoff Conditions, the following terms shall have the following meanings:

Barrier Level means the percentage or number specified as such in the applicable Final Terms.

Barrier Level_n means a Barrier Level corresponding to an n number, as specified in the applicable Final Terms.

Fixed Percentage₁ means the percentage specified as such in the applicable Final Terms.

Fixed Percentage₂ means the percentage specified as such in the applicable Final Terms.

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

n means a number which corresponds to an item specified as such in the applicable Final Terms.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Redemption Observation Date the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

21.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Digital Redemption is applicable shall be calculated on such Redemption Determination Date as follows:
 - (i) if the Underlying Value is (i) within the Range on the relevant Redemption Observation Date or (ii) strictly higher, or strictly lower, as specified in the applicable Final Terms, than any relevant Barrier Level_n on the relevant Redemption Observation Date, Fixed Percentage₁; or
 - (ii) otherwise, Fixed Percentage₂.
- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Digital Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Fixed Digital Redemption Payoff Condition 21.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 22: Standard Fixed-to-Floating Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed-to-Floating Redemption to be applicable.

*The following terms and conditions (the **Standard Fixed-to-Floating Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed-to-Floating Redemption (the **Standard Fixed-to-Floating Redemption**) is applicable. These Standard Fixed-to-Floating Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Fixed-to-Floating Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

22 STANDARD FIXED-TO-FLOATING REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as either (a) if Underlying Value is within the Range on the Redemption Observation Date, being Fixed Percentage or (b) otherwise, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Underlying Value added to Margin. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore (i) affect which rate is used to calculate the Redemption Payoff applicable to the Certificates and (ii) be used as a component in the calculation of one of the rates, if applicable, subject to the Leverage, the Margin, the Cap and the Floor.

22.1 Definitions and interpretation

For the purposes of these Standard Fixed-to-Floating Redemption Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Fixed Percentage means the percentage specified as such in the applicable Final Terms.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Redemption Observation Date the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

22.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed-to-Floating Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

- (i) if the Underlying Value is within the Range on the Redemption Observation Date, be calculated on the Redemption Determination Date as equal to the Fixed Percentage; or
 - (ii) otherwise, be calculated on the Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Leverage} \times \text{Underlying Value} + \text{Margin}))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed-to-Floating Redemption is applicable as a relevant Standard Redemption Payoff, Standard

Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Fixed-to-Floating Redemption Payoff Condition 22.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 23: Standard Range Accrual Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Range Accrual Redemption to be applicable.

*The following terms and conditions (the **Standard Range Accrual Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Range Accrual Redemption (the **Standard Range Accrual Redemption**) is applicable. These Standard Range Accrual Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Range Accrual Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

23 STANDARD RANGE ACCRUAL REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin₂ added to the result of the product of (A) Accrual Factor and (B) Leverage multiplied by Underlying Value on the Redemption Observation Date added to Margin₁. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect the Redemption Payoff since the value of the Underlying (i) affects the value of the Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff and (ii) is also used as a separate component in the formula used to calculate the Redemption Payoff.

23.1 Definitions and interpretation

For the purposes of these Standard Range Accrual Redemption Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the relevant Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Underlying Value means the Underlying Value of the Underlying on a Redemption Observation Date.

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Margin₁ or **Margin₂** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Range Accrual Day means, with respect to a Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or

- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Range Accrual Day or a Redemption Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

23.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Range Accrual Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, (\text{Leverage} \times \text{Global Underlying Value} + \text{Margin}_1) \times \text{Accrual Factor} + \text{Margin}_2))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Range Accrual Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Range Accrual Redemption Payoff Condition 23.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 24: Standard Resettable Range Accrual Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Resettable Range Accrual Redemption to be applicable.

*The following terms and conditions (the **Standard Resettable Range Accrual Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Resettable Range Accrual Redemption (the **Standard Resettable Range Accrual Redemption**) is applicable. These Standard Resettable Range Accrual Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Resettable Range Accrual Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

24 STANDARD RESETTABLE RANGE ACCRUAL REDEMPTION

The Redemption Payoff is calculated as Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the sum of (A) the result of Leverage multiplied by Underlying Value of the Underlying on the relevant Redemption Observation Date and (B) Margin₂. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value is within the relevant Resettable Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The lower level used for the Resettable Range is calculated by subtracting Margin₁ from Underlying Value on the relevant Range Accrual Fixing Date and the upper level used for the Resettable Range is calculated by adding Margin₁ to the Underlying Value on the relevant Range Accrual Fixing Date. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect the Redemption Payoff since the value of the Underlying (i) affects the way that the limits of the Resettable Range, used in the Accrual Factor, are calculated and the value of the Accrual Factor and (ii) is also used as a separate component in the formula used to calculate the Redemption Payoff.

24.1 Definitions and interpretation

For the purposes of these Standard Resettable Range Accrual Redemption Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the Underlying Value was within the relevant Resettable Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Underlying Value means the Underlying Value of the Underlying on the Redemption Observation Date.

Initial Underlying Value means, with respect to a Redemption Observation Period, the Underlying Value on the Range Accrual Fixing Date.

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Resettable Range Accrual Level means:

(Initial Underlying Value – Margin₁)

Margin₁ or **Margin₂** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range Accrual Day means, with respect to a Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Range Accrual Fixing Date means, with respect to a Redemption Observation Period, the date falling such number of Business Days immediately preceding the first day of such Redemption Observation Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Resettable Range means any one (only) of Resettable Range₁, Resettable Range₂, Resettable Range₃, Resettable Range₄ or Resettable Range₅ as specified in the applicable Final Terms.

Resettable Range₁ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

Resettable Range₂ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

Resettable Range₃ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

Resettable Range₄ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

Resettable Range₅ means that on the relevant Range Accrual Day the Underlying Value is lower than the Lower Resettable Range Accrual Level or greater than the Upper Resettable Range Accrual Level.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Range Accrual Day or Range Accrual Fixing Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Resettable Range Accrual Level means:

(Initial Underlying Value + Margin₁)

24.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Resettable Range Accrual Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Accrual Factor} \times \text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \left(\text{Leverage} \times \text{Global Underlying Value} + \text{Margin}_2 \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Resettable Range Accrual Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Resettable Range Accrual Redemption Payoff Condition 24.2(a) shall be used in the relevant Combination Payoff Condition as the

relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 25: Standard 3D Range Accrual Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard 3D Range Accrual Redemption to be applicable.

*The following terms and conditions (the **Standard 3D Range Accrual Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard 3D Range Accrual Redemption (the **Standard 3D Range Accrual Redemption**) is applicable. These Standard 3D Range Accrual Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard 3D Range Accrual Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

25 STANDARD 3D RANGE ACCRUAL REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as Accrual Factor in respect of Underlying_i corresponding to the number 1 multiplied by Accrual Factor in respect of Underlying_i corresponding to the number 2 multiplied by Accrual Factor in respect of Underlying_i corresponding to the number 3 and then multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Global Underlying Value added to Margin. An Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which the relevant Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The Global Underlying Value means the Underlying Value of the Global Underlying on a Redemption Observation Date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each relevant Underlying will therefore affect the Redemption Payoff since (i) the value of the relevant Underlying_i affects the value of the corresponding Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff and (ii) the value of the Global Underlying is also used as a separate component in the formula used to calculate the Redemption Payoff.

25.1 Definitions and interpretation

For the purposes of these Standard 3D Range Accrual Redemption Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor₁ means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the Underlying Value_i corresponding to the number 1 (as specified in the applicable Final Terms) was within the relevant Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

Accrual Factor₂ means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the Underlying Value_i corresponding to the number 2 (as specified in the applicable Final Terms) was within the relevant Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

Accrual Factor₃ means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the Underlying Value_i corresponding to the number 3 (as specified in the applicable Final Terms) was within the relevant Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Underlying means the Underlying specified as such in the applicable Final Terms.

Global Underlying Value means the Underlying Value of the Global Underlying on the Redemption Observation Date.

i means 1, 2 or 3 which corresponds to an item specified as such in the applicable Final Terms.

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Range Accrual Level_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range means in respect of each Underlying_i, any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms for such Underlying_i.

Range₁ means that on the relevant Range Accrual Day the Underlying Value_i is greater than or equal to the Lower Range Accrual Level_i and lower than or equal to the Upper Range Accrual Level_i.

Range₂ means that on the relevant Range Accrual Day the Underlying Value_i is greater than the Lower Range Accrual Level_i and lower than the Upper Range Accrual Level_i.

Range₃ means that on the relevant Range Accrual Day the Underlying Value_i is greater than or equal to the Lower Range Accrual Level_i and lower than the Upper Range Accrual Level_i.

Range₄ means that on the relevant Range Accrual Day the Underlying Value_i is greater than the Lower Range Accrual Level_i and lower than or equal to the Upper Range Accrual Level_i.

Range₅ means that on the relevant Range Accrual Day the Underlying Value_i is lower than the Lower Range Accrual Level_i or greater than the Upper Range Accrual Level_i.

Range Accrual Day means, in respect of each Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in

the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying_i means each Underlying corresponding to an *i* specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Range Accrual Day or a Redemption Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of the Underlying_i.

Upper Range Accrual Level_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

25.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard 3D Range Accrual Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$Accrual\ Factor_1 \times Accrual\ Factor_2 \times Accrual\ Factor_3 \times \text{Min} \left(Cap, \text{Max} \left(Floor, (Leverage \times Global\ Underlying\ Value + Margin) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard 3D Range Accrual Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard 3D Range Accrual Redemption Payoff Condition 25.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 26: Standard Total Range Accrual Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Total Range Accrual Redemption to be applicable.

*The following terms and conditions (the **Standard Total Range Accrual Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Total Range Accrual Redemption (the **Standard Total Range Accrual Redemption**) is applicable. These Standard Total Range Accrual Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Total Range Accrual Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

26 STANDARD TOTAL RANGE ACCRUAL REDEMPTION

The Redemption Payoff is calculated as Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the sum of (A) Leverage multiplied by Global Underlying Value and (B) Margin. An Accrual Factor is 1 if on each Range Accrual Day during the relevant Redemption Observation Period the Underlying Value is within the Range otherwise, it is 0. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each relevant Underlying will therefore affect the Redemption Payoff since the value of the relevant underlying (i) affects the value of the Accrual Factor and (ii) is also used as a separate component in the formula used to calculate the Redemption Payoff.

26.1 Definitions and interpretation

For the purposes of these Standard Total Range Accrual Redemption Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to a Redemption Observation Period, one (1) if on each of the Range Accrual Criteria is satisfied otherwise, zero (0), in each case as determined by the Calculation Agent.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Underlying Value means the Underlying Value of the Underlying on the Redemption Observation Date.

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Max}(X,Y)$ means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X,Y)$ means whichever is the lesser of component X and component Y.

Minimum Number means the number of Range Accrual Days as specified in the applicable Final Terms.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Range Accrual Criteria means (i) if 'Each' is specified in the applicable Final Terms, that the Underlying Value was within the Range on each of the Range Accrual Days in the relevant Redemption Observation Period or (ii) if 'Minimum' is specified in the applicable Final Terms, that the Underlying Value was within the Range on at least the Minimum Number of Range Accrual Days in the relevant Redemption Observation Period.

Range Accrual Day means, with respect to a Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such the Redemption Observation Period, and each such date shall be deemed to be an 'Observation Date' for the purposes of the relevant Asset Conditions.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an 'Observation Date' for the purposes of the relevant Asset Conditions.

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an

Instalment Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or

- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Range Accrual Day or a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

26.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Total Range Accrual Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Accrual Factor} \times \text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, (\text{Leverage} \times \text{Global Underlying Value} + \text{Margin}) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Total Range Accrual Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Total Range Accrual Redemption Payoff Condition 26.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 27: Standard Fixed Digital Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Digital Basket Redemption to be applicable.

*The following terms and conditions (the **Standard Fixed Digital Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Digital Basket Redemption (the **Standard Fixed Digital Basket Redemption**) is applicable. These Standard Fixed Digital Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Fixed Digital Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

27 STANDARD FIXED DIGITAL BASKET REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as (a) if the Underlying Value of each Underlying_i is within the Underlying Value_i Range on the relevant Redemption Observation Date, being Fixed Percentage₁ (b) otherwise, being Fixed Percentage₂. The Underlying Value reflects the price, level or rate of the relevant Underlying_i (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying_i will therefore affect whether Fixed Rate₁ or Fixed Rate₂ is used to calculate the Redemption Payoff applicable to the Certificates.

27.1 Definitions and interpretation

For the purposes of these Standard Fixed Digital Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

Fixed Percentage₁ or Fixed Percentage₂ means the percentage specified as such in the applicable Final Terms.

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Lower Limit_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Range means in respect of each Underlying_i, any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms for such Underlying_i.

Range₁ means that on the relevant Redemption Observation Date each Underlying Value_i is greater than or equal to the Lower Limit_i and lower than or equal to the Upper Limit_i.

Range₂ means that on the relevant Redemption Observation Date each Underlying Value_i is greater than the Lower Limit_i and lower than the Upper Limit_i.

Range₃ means that on the relevant Redemption Observation Date each Underlying Value_i is greater than or equal to the Lower Limit_i and lower than the Upper Limit_i.

Range₄ means that on the relevant Redemption Observation Date each Underlying Value_i is greater than the Lower Limit_i and lower than or equal to the Upper Limit_i.

Range₅ means that on the relevant Redemption Observation Date each Underlying Value_i is lower than the Lower Limit_i or greater than the Upper Limit_i.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, the, or in the case of Instalment Certificates, each date falling such number of Business Days specified in the applicable Final Terms

immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying_i means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying. For the avoidance of doubt, each Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying_i which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying_i which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying_i which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying_i which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying_i which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of the Underlying_i.

Underlying Value_i Range means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Upper Limit_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

27.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Digital Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:
 - (i) if each Underlying Value_i is within the Underlying Value_i Range on the Redemption Observation Date, Fixed Percentage₁; or
 - (ii) otherwise, Fixed Percentage₂.
- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Digital Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Fixed Digital Basket Redemption Payoff Condition 27.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 28: Standard Power Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Power Redemption to be applicable.

*The following terms and conditions (the **Standard Power Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Power Redemption (the **Standard Power Redemption**) is applicable. These Standard Power Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Power Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

28 STANDARD POWER REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to the result, exponentiated to the power of x , of 1 plus Leverage multiplied by Underlying Value. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Redemption Payoff subject to the Leverage, Margin, Cap, Floor and the exponential part of the formula.

28.1 Definitions and interpretation

For the purposes of these Standard Power Redemption Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Max}(X,Y)$ means whichever is the greater of component X and component Y.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X,Y)$ means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means the Underlying Value of the Underlying.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

x means the value specified as such in the applicable Final Terms.

(1 + Leverage x Underlying Value)^x means the result, exponentiated to the power of x, of Leverage multiplied by Underlying Value added to 1.

28.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Power Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, (1 + \text{Leverage} \times \text{Underlying Value})^x + \text{Margin}))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Power Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Power Redemption Payoff Condition 28.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 29: Standard Dual Range Accrual Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Dual Range Accrual Redemption to be applicable.

*The following terms and conditions (the **Standard Dual Range Accrual Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Dual Range Accrual Redemption (the **Standard Dual Range Accrual Redemption**) is applicable. These Standard Dual Range Accrual Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Dual Range Accrual Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

29 STANDARD DUAL RANGE ACCRUAL REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by Basket Value added to Margin. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which each Underlying Value_i is within its corresponding Underlying Value_i Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The Basket Value means the sum of the individual products of Leverage_i and Underlying Value of each Underlying_i on a Redemption Observation Date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying_i will therefore affect the Redemption Payoff since (i) the value of each Underlying_i affects the value of the Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff and (ii) the sum of the individual products of Leverage_i and Underlying Value of each Underlying_i is also used as a component to calculate the Redemption Payoff.

29.1 Definitions and interpretation

For the purposes of these Standard Dual Range Accrual Redemption Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which each Underlying Value_i was within the Underlying Value_i Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

Basket Value means $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ on the relevant Redemption Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, may be one (1).

Lower Dual Range Accrual Level_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range means in respect of each Underlying_i, any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms for such Underlying_i.

Range₁ means that on the relevant Range Accrual Day the Underlying Value_i is greater than or equal to the Lower Dual Range Accrual Level_i and lower than or equal to the Upper Dual Range Accrual Level_i.

Range₂ means that on the relevant Range Accrual Day the Underlying Value_i is greater than the Lower Dual Range Accrual Level_i and lower than the Upper Dual Range Accrual Level_i.

Range₃ means that on the relevant Range Accrual Day the Underlying Value_i is greater than or equal to the Lower Dual Range Accrual Level_i and lower than the Upper Dual Range Accrual Level_i.

Range₄ means that on the relevant Range Accrual Day the Underlying Value_i is greater than the Lower Dual Range Accrual Level_i and lower than or equal to the Upper Dual Range Accrual Level_i.

Range₅ means that on the relevant Range Accrual Day the Underlying Value_i is lower than the Lower Dual Range Accrual Level_i or greater than the Upper Dual Range Accrual Level_i.

Range Accrual Day means, with respect to a Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or

- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an *i* specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Redemption Observation Date or a Range Accrual Day, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of the Underlying_i.

Underlying Value_i Range means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Upper Dual Range Accrual Level_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Σ means the sum of the values which follow.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Leverage_i and Underlying Value_i for each *i*.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

29.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Dual Range Accrual Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Accrual Factor} \times \text{Min} \left(\text{Cap}, \text{Max}(\text{Floor}, (\text{Global Leverage} \times \text{Basket Value} + \text{Margin})) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Dual Range Accrual Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Dual Range Accrual Redemption Payoff Condition 29.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 30: Standard Trend Participation Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Trend Participation Redemption to be applicable.

*The following terms and conditions (the **Standard Trend Participation Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Trend Participation Redemption (the **Standard Trend Participation Redemption**) is applicable. These Standard Trend Participation Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Trend Participation Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

30 STANDARD TREND PARTICIPATION REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of the Underlying Value on the Redemption Observation Date₁ divided by the Underlying Value on the Redemption Observation Date₂. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying observed on each of the relevant days will each be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin, the Cap and the Floor.

30.1 Definitions and interpretation

For the purposes of these Standard Trend Participation Redemption Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means Redemption Observation Date₁ or Redemption Observation Date₂, as the case may be.

Redemption Observation Date₁ means, with respect to a Redemption Determination Date set out in General Condition 19 (*Definitions*), each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Date₂ means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying_{Observation1} means, with respect to a Redemption Determination Date, the Underlying Value on the Redemption Observation Date₁.

Underlying_{Observation2} means, with respect to a Redemption Determination Date, the Underlying Value on the Redemption Observation Date₂.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

30.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Trend Participation Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times \left(\frac{\text{Underlying}_{\text{Observation 1}}}{\text{Underlying}_{\text{Observation 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Trend Participation Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Trend Participation Redemption Payoff Condition 30.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 31: Standard Lookback Trend Participation Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Trend Participation Redemption to be applicable.

*The following terms and conditions (the **Standard Lookback Trend Participation Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Trend Participation Redemption (the **Standard Lookback Trend Participation Redemption**) is applicable. These Standard Lookback Trend Participation Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Lookback Trend Participation Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

31 STANDARD LOOKBACK TREND PARTICIPATION REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of (A) the lowest (if ‘Minimum Lookback’ is applicable) or highest (if ‘Maximum Lookback’ is applicable) Underlying Value observed on any Redemption Observation Date falling during Redemption Observation Period₁ divided by (B) the lowest (if ‘Minimum Lookback’ is applicable) or highest (if ‘Maximum Lookback’ is applicable) Underlying Value observed on any Redemption Observation Date falling during the Redemption Observation Period₂. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The lowest or the highest, as applicable, value of the Underlying observed on each of the relevant days will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin, the Cap and the Floor.

31.1 Definitions and interpretation

For the purposes of these Standard Lookback Trend Participation Redemption Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means Redemption Observation Period₁ or Redemption Observation Period₂, as the case may be.

Redemption Observation Period₁ means, with respect to a Redemption Determination Date, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date.

Redemption Observation Period₂ means, with respect to a Redemption Determination Date, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying_{Observation Period1} means, with respect to a Redemption Determination Date,

- (a) if ‘Minimum Lookback’ is specified in the applicable Final Terms, the lowest Underlying Value observed on any Redemption Observation Date falling during Redemption Observation Period₁; or
- (b) if ‘Maximum Lookback’ is specified in the applicable Final Terms, the highest Underlying Value observed on any Redemption Observation Date falling during Redemption Observation Period₁.

Underlying_{Observation Period2} means, with respect to a Redemption Determination Date,

- (a) if ‘Minimum Lookback’ is specified in the applicable Final Terms, the lowest Underlying Value observed on any Redemption Observation Date falling during Redemption Observation Period₂; or
- (b) if ‘Maximum Lookback’ is specified in the applicable Final Terms, the highest Underlying Value observed on any Redemption Observation Date falling during Redemption Observation Period₂.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

31.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Trend Participation Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times \left(\frac{\text{Underlying}_{\text{Observation Period 1}}}{\text{Underlying}_{\text{Observation Period 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Trend Participation Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Lookback Trend Participation Redemption Payoff Condition 31.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 32: Standard Average Trend Participation Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Average Trend Participation Redemption to be applicable.

*The following terms and conditions (the **Standard Average Trend Participation Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Average Trend Participation Redemption (the **Standard Average Trend Participation Redemption**) is applicable. These Standard Average Trend Participation Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Average Trend Participation Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

32 STANDARD AVERAGE TREND PARTICIPATION REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of Average Underlying_{Observation Period1} divided by Average Underlying_{Observation Period2}. Average Underlying_{Observation Period1} and Average Underlying_{Observation Period2} means (A) (if ‘Arithmetic Average’ is applicable) the arithmetic average of the Underlying Value observed on each Redemption Observation Date falling during Redemption Observation Period₁ or Redemption Observation Period₂, respectively, or (B) (if ‘Weighted Average’ is applicable) the sum of the Underlying Value observed on each Redemption Observation Date falling during Redemption Observation Period₁ or Redemption Observation Period₂, respectively each multiplied by the Weight corresponding to such Redemption Observation Date divided by the aggregate Underlying Value observed on each Redemption Observation Date falling during Redemption Observation Period₁ or Redemption Observation Period₂, respectively. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The average value of the Underlying (which may be subject to a Weight if ‘Weighted Average’ is applicable) observed on each of the relevant days will each be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin, the Cap and the Floor.

32.1 Definitions and interpretation

For the purposes of these Standard Average Trend Participation Redemption Payoff Conditions, the following terms shall have the following meanings:

Average Underlying_{Observation Period1} means, with respect to a Redemption Observation Period,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Underlying Value on each Redemption Observation Date falling during Redemption Observation Period₁; or
- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Underlying Value on each Redemption Observation Date falling during the Redemption Observation Period₁ each multiplied by the applicable Weight, divided by the aggregate Underlying Value on each Redemption Observation Date falling during Redemption Observation Period₁.

Average Underlying_{Observation Period2} means, with respect to a Redemption Observation Period,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Underlying Value on each Redemption Observation Date falling during Redemption Observation Period₂; or

- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Underlying Value on each Redemption Observation Date falling during the Redemption Observation Period₂ each multiplied by the applicable Weight, divided by the aggregate Underlying Value on each Redemption Observation Date falling during Redemption Observation Period₂.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Instalment Date means each date specified as such in the applicable Final Terms.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means Redemption Observation Period₁ or Redemption Observation Period₂, as the case may be.

Redemption Observation Period₁ means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Redemption Observation Period₂ means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to an Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Weight means, with respect to an Redemption Observation Date, the number or percentage specified as such in the applicable Final Terms.

32.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Average Trend Participation Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times \left(\frac{\text{Average Underlying}_{\text{Observation Period 1}}}{\text{Average Underlying}_{\text{Observation Period 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Average Trend Participation Redemption is applicable as a relevant Standard Redemption

Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Average Trend Participation Redemption Payoff Condition 32.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 33: Standard Trend Participation Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Trend Participation Basket Redemption to be applicable.

*The following terms and conditions (the **Standard Trend Participation Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Trend Participation Basket Redemption (the **Standard Trend Participation Basket Redemption**) is applicable. These Standard Trend Participation Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Trend Participation Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

33 STANDARD TREND PARTICIPATION BASKET REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Margin and the result of $Basket_{Observation1}$ divided by $Basket_{Observation2}$. $Basket_{Observation1}$ means the Basket Value observed on Redemption Observation Date₁ and $Basket_{Observation2}$ means the Basket Value observed on Redemption Observation Date₂. Basket Value on the relevant day is the sum of the individual products of Leverage_i and Underlying Value of each Underlying_i observed on the relevant day. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each Underlying_i observed on each of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Global Leverage, the Margin, the Cap and the Floor.

33.1 Definitions and interpretation

For the purposes of these Standard Trend Participation Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

Basket_{Observation1} means, with respect to a Redemption Determination Date, the Basket Value on the Redemption Observation Date₁.

Basket_{Observation2} means, with respect to a Redemption Determination Date, the Basket Value on the Redemption Observation Date₂.

Basket Value means, with respect to a Redemption Observation Date, $\sum(\text{Leverage}_i \times \text{Underlying Value}_i)$ on the relevant Redemption Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means a Redemption Observation Date₁ or a Redemption Observation Date₂, as applicable.

Redemption Observation Date₁ means, with respect to a Redemption Determination Date, each date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Date₂ means, with respect to a Redemption Determination Date, the date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Σ means the sum of the values which follow in brackets.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Underlying Value_i and the Leverage_i for each i.

33.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Trend Participation Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Global Leverage} \times \left(\frac{\text{Basket}_{\text{Observation1}}}{\text{Basket}_{\text{Observation2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Trend Participation Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Trend Participation Basket Redemption Payoff Condition 33.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 34: Standard Average Trend Participation Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Average Trend Participation Basket Redemption to be applicable.

*The following terms and conditions (the **Standard Average Trend Participation Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Average Trend Participation Basket Redemption (the **Standard Average Trend Participation Basket Redemption**) is applicable. These Standard Average Trend Participation Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Average Trend Participation Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

34 STANDARD AVERAGE TREND PARTICIPATION BASKET REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Margin and the result of Average Basket_{Observation Period1} divided by Average Basket_{Observation Period2}. Average Basket_{Observation Period1} and Average Basket_{Observation Period2} means (A) (if ‘Arithmetic Average’ is applicable) the arithmetic average of the Basket Value on each Redemption Observation Date falling during Redemption Observation Period₁ or Redemption Observation Period₂, respectively or (B) (if ‘Weighted Average’ is applicable) (I) the sum of the Basket Value observed on each Redemption Observation Date falling during an Redemption Observation Period₁ or Redemption Observation Period₂, respectively each multiplied by the Weight corresponding to such Redemption Observation Date divided by the aggregate Basket Value observed on each Redemption Observation Date falling during Redemption Observation Period₁ or Redemption Observation Period₂, respectively. Basket Value on the relevant day is the sum of the individual results of Leverage_i multiplied by the Underlying Value of each Underlying_i observed on the relevant day. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of (which may be subject to a Weight if ‘Weighted Average’ is applicable) the value of each of the various Underlyings observed on each of the relevant each multiplied by the relevant Leverage_i will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Global Leverage, the Margin, the Cap and the Floor.

34.1 Definitions and interpretation

For the purposes of these Standard Average Trend Participation Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

Average Basket_{Observation Period1} means, with respect to a Redemption Determination Date,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Basket Value on each Redemption Observation Date falling during Redemption Observation Period₁; or
- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Basket Value on each Redemption Observation Date falling during the Redemption Observation Period₁ each multiplied by the applicable Weight, divided by the aggregate Basket Value on each Redemption Observation Date falling during the Redemption Observation Period.

Average Basket_{Observation Period2} means, with respect to a Redemption Determination Date,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Basket Value on each Redemption Observation Date falling during Redemption Observation Period₂; or
- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Basket Value on each Redemption Observation Date falling during the Redemption Observation Period₂ each multiplied by the applicable Weight, divided by the aggregate Basket Value on each Redemption Observation Date falling during the Redemption Observation Period.

Basket Value means, with respect to an Redemption Observation Date, $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ on the relevant Redemption Observation Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions

Redemption Observation Period means Redemption Observation Period₁ or Redemption Observation Period₂, as the case may be.

Redemption Observation Period₁ means, with respect to a Redemption Determination Date, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date.

Redemption Observation Period₂ means, with respect to a Redemption Determination Date, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Weight means, with respect to a Redemption Observation Date, the number or percentage specified as such in the applicable Final Terms.

\sum (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Underlying Value_i and the Leverage_i for each i .

\sum means the sum of the values which follow in brackets.

34.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Average Trend Participation Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Global Leverage} \times \left(\frac{\text{Average Basket}_{\text{Observation Period1}}}{\text{Average Basket}_{\text{Observation Period2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Average Trend Participation Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Average Trend Participation Basket Redemption Payoff Condition 34.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 35: Standard Multi Fixed Digital Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Multi Fixed Digital Redemption to be applicable.

*The following terms and conditions (the **Standard Multi Fixed Digital Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Multi Fixed Digital Redemption (the **Standard Multi Fixed Digital Redemption**) is applicable. These Standard Multi Fixed Digital Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Multi Fixed Digital Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

35 STANDARD MULTI FIXED DIGITAL REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as (a) if the Underlying Value is within Range_A on each or any, as the case may be, relevant Redemption Observation Dates falling during the relevant Redemption Observation Period, being Fixed Percentage₁; (b) otherwise, if the Underlying Value is within Range_B on each or any, as the case may be, relevant Redemption Observation Dates falling during the relevant Redemption Observation Period, being Fixed Percentage₂; (c) otherwise, if the Underlying Value is within Range_C on each or any, as the case may be, relevant Redemption Observation Dates falling during the relevant Redemption Observation Period, being Fixed Percentage₃; (d) otherwise, if the Underlying Value is within Range_D on each or any, as the case may be, relevant Redemption Observation Dates falling during the relevant Redemption Observation Period, being Fixed Percentage₄; (e) otherwise, if the Underlying Value is within Range_E on each or any, as the case may be, relevant Redemption Observation Dates falling during the relevant Redemption Observation Period, being Fixed Percentage₅; or (f) otherwise being Fixed Percentage₆. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect which fixed percentage is used to calculate the Redemption Payoff applicable to the Certificates.

35.1 Definitions and interpretation

For the purposes of these Standard Multi Fixed Digital Redemption Payoff Conditions, the following terms shall have the following meanings:

Fixed Percentage₁ means the percentage specified as such in the applicable Final Terms.

Fixed Percentage₂ means the percentage specified as such in the applicable Final Terms.

Fixed Percentage₃ means the percentage specified as such in the applicable Final Terms.

Fixed Percentage₄ means the percentage specified as such in the applicable Final Terms.

Fixed Percentage₅ means the percentage specified as such in the applicable Final Terms.

Fixed Percentage₆ means the percentage specified as such in the applicable Final Terms.

Lower Limit means the percentage or number specified as such in the applicable Final Terms, corresponding to Range_A, Range_B, Range_C, Range_D or Range_E, as applicable.

Range_A, Range_B, Range_C, Range_D and Range_E means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that, on the relevant Redemption Observation Date, the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that, on the relevant Redemption Observation Date, the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that, on the relevant Redemption Observation Date, the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that, on the relevant Redemption Observation Date, the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that, on the relevant Redemption Observation Date, the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Observation Period, each date specified as an Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means, in respect of a Redemption Determination Date, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to an Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms, corresponding to Range_A, Range_B, Range_C, Range_D or Range_E, as applicable.

35.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Multi Fixed Digital Redemption is applicable shall be calculated on such Redemption Determination Date as:

- (i) if the Underlying Value is within the Range_A on, if Any Dates is specified in the applicable Final Terms, any Redemption Observation Date falling within the Redemption Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Redemption Observation Date falling during the Redemption Observation Period, equal to the Fixed Percentage₁; or
 - (ii) otherwise, if the Underlying Value is within the Range_B on, if Any Dates is specified in the applicable Final Terms, any Redemption Observation Date falling within the Redemption Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Redemption Observation Date falling during the Redemption Observation Period, equal to the Fixed Percentage₂; or
 - (iii) otherwise, if the Underlying Value is within the Range_C on, if Any Dates is specified in the applicable Final Terms, any Redemption Observation Date falling within the Redemption Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Redemption Observation Date falling during the Redemption Observation Period, equal to the Fixed Percentage₃; or
 - (iv) otherwise, if the Underlying Value is within the Range_D on, if Any Dates is specified in the applicable Final Terms, any Redemption Observation Date falling within the Redemption Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Redemption Observation Date falling during the Redemption Observation Period, equal to the Fixed Percentage₄; or
 - (v) otherwise, if the Underlying Value is within the Range_E on, if Any Dates is specified in the applicable Final Terms, any Redemption Observation Date falling within the Redemption Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Redemption Observation Date falling during the Redemption Observation Period, equal to the Fixed Percentage₅; or
 - (vi) otherwise, equal to the Fixed Percentage₆.
- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Multi Fixed Digital Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Multi Fixed Digital Redemption Payoff Condition 35.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 36: Standard Digital to Participation Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Digital to Participation Redemption to be applicable.

*The following terms and conditions (the **Standard Digital to Participation Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Digital to Participation Redemption (the **Standard Digital to Participation Redemption**) is applicable. These Standard Digital to Participation Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Digital to Participation Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

36 STANDARD DIGITAL TO PARTICIPATION REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as either (a) if the Underlying Value is within the relevant Range on each Redemption Observation Date falling within the Redemption Observation Period, being Fixed Percentage or (b) otherwise, being the lesser of (i) Cap and (ii) the greater of (A) Floor and (B) Leverage multiplied by the sum of Margin and the result of the Underlying Value on the Underlying Observation Date₁ divided by the Underlying Value on the Underlying Observation Date₂. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect which rate is used to calculate the Redemption Payoff applicable to the Certificates and the value of Underlying observed on each of the relevant days will each be used as a component in the calculation of one of the rates, if applicable, subject to the Leverage, the Margin, the Cap and the Floor.

36.1 Definitions and interpretation

For the purposes of these Standard Digital to Participation Redemption Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Fixed Percentage means the percentage specified as such in the applicable Final Terms.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means, in respect of a Redemption Determination Date, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Redemption Observation Date the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying_{Observation1} means, with respect to a Redemption Determination Date, the Underlying Value on the Underlying Observation Date₁.

Underlying_{Observation2} means, with respect to a Redemption Determination Date, the Underlying Value on the Underlying Observation Date₂.

Underlying Observation Date means Underlying Observation Date₁ or Underlying Observation Date₂.

Underlying Observation Date₁ means, with respect to a Redemption Determination Date, the date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Underlying Observation Date₂ means, with respect to a Redemption Determination Date, the date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Underlying Value means, with respect to a Redemption Observation Date or a Underlying Observation Date, as the case may be:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;

- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

36.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Digital to Participation Redemption is applicable shall be calculated on such Redemption Determination Date as:
 - (i) if the Underlying Value is within the Range on each Redemption Observation Date falling within the Redemption Observation Period, equal to the Fixed Percentage; or
 - (ii) otherwise, equal to:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times \left(\frac{\text{Underlying}_{\text{Observation1}}}{\text{Underlying}_{\text{Observation2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Digital to Participation Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Digital to Participation Redemption Payoff Condition 36.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 37: Standard Knock-out Range Accrual Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Knock-out Range Accrual Redemption to be applicable.

*The following terms and conditions (the **Standard Knock-out Range Accrual Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Knock-out Range Accrual Redemption (the **Standard Knock-out Range Accrual Redemption**) is applicable. These Standard Knock-out Range Accrual Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Knock-out Range Accrual Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

37 STANDARD KNOCK-OUT RANGE ACCRUAL REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin₂ added to the result of (A) Accrual Factor multiplied by (B) Leverage multiplied by Underlying Value of the Underlying on the Redemption Observation Date added to Margin₁. The Accrual Factor is calculated as (a) if an Accrual Factor Knock-out Event has not occurred, the number of Range Accrual Days during the relevant Accrual Factor Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Accrual Factor Observation Period or (b) if an Accrual Factor Knock-out Event has occurred, the number of Range Accrual Days in the relevant Knock-out Event Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Knock-out Event Observation Period. An Accrual Factor Knock-out Event occurs if the Underlying Value is not within the Accrual Factor Knock-out Range on (i) (if 'Any Accrual Factor Event Day' is applicable) any Accrual Factor Event Day falling in the Accrual Factor Observation Period, or (ii) (if 'Specific Accrual Factor Event Day' is applicable) each Accrual Factor Event Days falling in the Accrual Factor Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect the Redemption Payoff since the value of the Underlying (i) affects if an Accrual Factor Knock-out Event has occurred which itself affects the period over which the Accrual Factor is calculated (ii) affects the value of the Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff and (iii) is also used as a separate component in the formula used to calculate the Redemption Payoff.

37.1 Definitions and interpretation

For the purposes of these Standard Knock-out Range Accrual Redemption Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to a Redemption Determination Date, (i) if an Accrual Factor Knock-out Event has not occurred, the number of Range Accrual Days in the relevant Accrual Factor Observation Period in respect of which the relevant Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Accrual Factor Observation Period, or (ii) if an Accrual Factor Knock-out Event has occurred, the number of Range Accrual Days in the relevant Knock-out Event Observation Period in respect of which the relevant Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Knock-out Event Observation Period, in each case as determined by the Calculation Agent.

Accrual Factor Event Day means, with respect to an Accrual Factor Observation Period, each date specified as an Accrual Factor Event Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Accrual Factor Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Accrual Factor Knock-out Event means, in respect of a Redemption Determination Date, that the Underlying Value is not within the Accrual Factor Knock-out Range on (i) if ‘Any Accrual Factor Event Day’ is specified in the applicable Final Terms, any Accrual Factor Event Day falling in the Accrual Factor Observation Period, or (ii) if ‘Specific Accrual Factor Event Day’ is specified in the applicable Final Terms, each Accrual Factor Event Day falling in the Accrual Factor Observation Period.

Accrual Factor Knock-out Range or Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Accrual Factor Observation Period means, in respect of a Redemption Determination Date, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Global Underlying Value means the Underlying Value of the Underlying on a Redemption Observation Date.

Knock-out Event Observation Period means, in respect of a Redemption Determination Date, the period from and including the date on which the relevant Accrual Factor Observation Period starts on, to and including the first Accrual Factor Event Day on which an Accrual Factor Knock-out Event occurs during the relevant Accrual Factor Observation Period.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Limit means the percentage or number specified as such in the applicable Final Terms and corresponding to the Accrual Factor Knock-out Range or Range, as applicable.

Margin₁ or **Margin₂** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range₁ means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than or equal to the relevant Lower Limit and lower than or equal to the relevant Upper Limit.

Range₂ means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than the relevant Lower Limit and lower than the relevant Upper Limit.

Range₃ means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than or equal to the relevant Lower Limit and lower than the relevant Upper Limit.

Range₄ means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than the relevant Lower Limit and lower than or equal to the relevant Upper Limit.

Range₅ means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is less than the relevant Lower Limit or greater than the relevant Upper Limit.

Range Accrual Day means, with respect to an Accrual Factor Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Accrual Factor Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, in respect of a Redemption Determination Date, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Range Accrual Day, an Accrual Factor Knock Event Day or an Redemption Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms and corresponding to the Accrual Factor Knock-out Range or Range, as applicable.

37.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Knock-out Range Accrual Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \left(\text{Leverage} \times \text{Global Underlying Value} + \text{Margin}_1 \right) \times \text{Accrual Factor} + \text{Margin}_2 \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Knock-out Range Accrual Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Knock-out Range Accrual Redemption Payoff Condition 37.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 38: Standard Product Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Product Basket Redemption to be applicable.

*The following terms and conditions (the **Standard Product Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Product Basket Redemption (the **Standard Product Basket Redemption**) is applicable. These Standard Product Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Product Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

38 STANDARD PRODUCT BASKET REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of the Initial Product Basket subtracted from Final Product Basket divided by Final Product Basket. The Final Product Basket means the Basket Value on the Final Underlying Observation Date and the Initial Product Basket means the Basket Value on the Initial Underlying Observation Date. The Basket Value is the result of the Ratio multiplied by the product of each Underlying Value_i exponentiated to the corresponding Weight_i. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying on each relevant date (exponentiated to the corresponding weight) will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Cap and the Floor.

38.1 Definitions and interpretation

For the purposes of these Standard Product Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

Basket Value means, with respect to an Redemption Observation Date,

$$\text{Ratio} \times \prod_{i=1}^{i=n} ((\text{Underlying Value}_i)^{\text{Weight}_i})$$

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Final Product Basket means the Basket Value on the Final Underlying Observation Date.

Final Underlying Observation Date means, with respect to a Redemption Determination Date, the date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Initial Product Basket means the Basket Value on the Initial Underlying Observation Date.

Initial Underlying Observation Date means, with respect to a Redemption Determination Date, the date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the

applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

n means the total number of Underlying_i.

Ratio means the ratio specified as such in the applicable Final Terms.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means a Final Underlying Observation Date or an Initial Underlying Observation Date, as applicable.

Standard Redemption Payoff, **Standard Redemption Payoff₁** or **Standard Redemption Payoff₂** has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an _i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each defined in the applicable Asset Conditions).

Underlying Value means, with respect to an Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

(Underlying Value_i)^{Weight_i} means Underlying Value_i exponentiated to the power of the corresponding Weight_i.

Weight means the number or percentage specified as such in the applicable Final Terms.

Weight_i means each Weight corresponding to an _i as specified in the applicable Final Terms.

$\prod_{i=1}^n$ means the multiplication of each of the values which follow in brackets.

38.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Product Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \left(\frac{\text{Final Product Basket} - \text{Initial Product Basket}}{\text{Final Product Basket}} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Product Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Product Basket Redemption Payoff Condition 38.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 39: Standard Multi Fixed Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Multi Fixed Basket Redemption to be applicable.

*The following terms and conditions (the **Standard Multi Fixed Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Multi Fixed Basket Redemption (the **Standard Multi Fixed Basket Redemption**) is applicable. These Standard Multi Fixed Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Multi Fixed Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

39 STANDARD MULTI FIXED BASKET REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as (a) if the Underlying Value of each Underlying_i is within the Underlying Value_i Range on the relevant Redemption Observation Date, being Fixed Percentage₁ or (b) if the Underlying Value of any Underlying_j is within the Underlying Value_j Range on the relevant Redemption Observation Date, being Fixed Percentage₁ or (c) otherwise, being Fixed Percentage₂. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the various Underlying_i or Underlying_j may each therefore affect which fixed percentage is used to calculate the Redemption Payoff applicable to the Certificates.

39.1 Definitions and interpretation

For the purposes of these Standard Multi Fixed Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

Fixed Percentage₁ or **Fixed Percentage₂** means the percentage specified as such in the applicable Final Terms.

i or **j** means a number which corresponds to an item specified as such in the applicable Final Terms.

Lower Limit_i or **Lower Limit_j** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i or Underlying_j.

Range means, in respect of Underlying_i or Underlying_j, any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms for such Underlying_i or Underlying_j.

Range₁ means that on the relevant Redemption Observation Date each Underlying Value_i or Underlying Value_j is greater than or equal to the Lower Limit_i or Lower Limit_j and lower than or equal to the Upper Limit_i or Upper Limit_j, in each case, as the case may be.

Range₂ means that on the relevant Redemption Observation Date each Underlying Value_i or Underlying Value_j is greater than the Lower Limit_i or Lower Limit_j and lower than the Upper Limit_i or Upper Limit_j, in each case, as the case may be.

Range₃ means that on the relevant Redemption Observation Date each Underlying Value_i or Underlying Value_j is greater than or equal to the Lower Limit_i or Lower Limit_j and lower than the Upper Limit_i or Upper Limit_j, in each case, as the case may be.

Range₄ means that on the relevant Redemption Observation Date each Underlying Value_i or Underlying Value_j is greater than the Lower Limit_i or Lower Limit_j and lower than or equal to the Upper Limit_i or Upper Limit_j, in each case, as the case may be.

Range₅ means that on the relevant Redemption Observation Date each Underlying Value_i or Underlying Value_j is lower than the Lower Limit_i or Lower Limit_j or greater than the Upper Limit_i or Upper Limit_j, in each case, as the case may be.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, in respect of a Redemption Determination Date, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i and **Underlying_j** means an Underlying corresponding to an i and j number, respectively, as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions), all Underlying_j together constitute a Basket or a Multi-Asset Basket, as applicable and all Underlying_i and Underlying_j together will constitute a Basket or a Multi-Asset Basket, as applicable.

Underlying Value means, with respect to an Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Underlying Value_j means the Underlying Value of an Underlying_j.

Underlying Value_i Range means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Underlying Value_j Range means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying_j.

Upper Limit_i or Upper Limit_j means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i or Underlying_j.

39.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Multi Fixed Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

- (i) if each Underlying Value_i is within the Underlying Value_i Range on the relevant Redemption Observation Date, Fixed Percentage₁; or
 - (ii) if any Underlying Value_j is within the Underlying Value_j Range on the relevant Redemption Observation Date, Fixed Percentage₁; or
 - (iii) otherwise, Fixed Percentage₂.
- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Multi Fixed Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Multi Fix Redemption Payoff Condition 39.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

Standard Payoff Conditions: Part B: Chapter 40: Standard Fixed Range Accrual Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Range Accrual Basket Redemption to be applicable.

*The following terms and conditions (the **Standard Fixed Range Accrual Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Range Accrual Basket Redemption (the **Standard Fixed Range Accrual Basket Redemption**) is applicable. These Standard Fixed Range Accrual Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Standard Fixed Range Accrual Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

40 STANDARD FIXED RANGE ACCRUAL BASKET REDEMPTION

The Redemption Payoff is calculated as Fixed Percentage multiplied by Accrual Factor. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which each Underlying Value_i is within the Underlying Value_i Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The Underlying Value_i reflects the price, level or rate of the relevant Underlying_i (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying_i will therefore affect the value of the Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff.

40.1 Definitions and interpretation

For the purposes of these Standard Fixed Range Accrual Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which each Underlying Value_i is within the Underlying Value_i Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Fixed Percentage means the percentage specified as such in the applicable Final Terms.

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Lower Limit_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range_i means that on the relevant Range Accrual Day the Underlying Value_i is greater than or equal to the Lower Limit_i and lower than or equal to the Upper Limit_i.

Range₂ means that on the relevant Range Accrual Day the Underlying Value_i is greater than the Lower Limit_i and lower than the Upper Limit_i.

Range₃ means that on the relevant Range Accrual Day the Underlying Value_i is greater than or equal to the Lower Limit_i and lower than the Upper Limit_i.

Range₄ means that on the relevant Range Accrual Day the Underlying Value_i is greater than the Lower Limit_i and lower than or equal to the Upper Limit_i.

Range₅ means that on the relevant Range Accrual Day the Underlying Value_i is lower than the Lower Limit_i or greater than the Upper Limit_i.

Range Accrual Day means, with respect to a Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂ has the meaning set out in the relevant Combination Payoff Condition.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying_i means an Underlying corresponding to an *i*, as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Range Accrual Day:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;

- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Underlying Value_i Range means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Upper Limit_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

40.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Range Accrual Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Fixed Percentage} \times \text{Accrual Factor}$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Range Accrual Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Fixed Range Accrual Basket Redemption Payoff Condition 40.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff₁ or Standard Redemption Payoff₂, as applicable.

ANNEX 6 – COMBINATION PAYOFF CONDITIONS

The chapters of this annex each set out additional terms and conditions that may apply to the interest and/or redemption in respect of the Certificates.

The terms and conditions applicable to the Linked Interest Rate on Linked Interest Certificates and/or the Redemption Payoff on Linked Redemption Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.

If the applicable Final Terms specify that a Combination Interest Payoff is applicable for the purposes of a Payoff Feature specified in the applicable Final Terms as applicable, such Combination Interest Payoff shall only apply for the purposes of determining the relevant Linked Interest Rate in accordance with such Payoff Feature.

If the applicable Final Terms specify that a Combination Redemption Payoff is applicable for the purposes of a Payoff Feature specified in the applicable Final Terms as applicable, such Combination Redemption Payoff shall only apply for the purposes of determining the relevant Redemption Payoff in accordance with such Payoff Feature.

If the applicable Final Terms specify that a Combination Interest Payoff is applicable for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount, as the case may be, such Combination Interest Payoff shall only apply for the purposes of determining the Final Redemption Amount, Instalment Redemption Amount or Early Redemption Amount in accordance with the applicable Redemption Method.

All capitalised terms that are not defined in these Combination Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

*The following chapters comprise the terms and conditions (the **Combination Payoff Conditions**) that shall apply to the Certificates if the applicable Final Terms indicate that one or more chapters of the Combination Payoff Conditions is applicable. Only those chapters containing a payoff specified in the applicable Final Terms to be applicable will apply to a particular Series of Certificates. The Combination Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

The Combination Payoff Conditions are set out as follows:

Part A

Combination Interest Payoff Conditions

The interest payable (if any) on the Certificates may (i) be calculated using the Linked Interest Rate determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms) which will use one or more Linked Interest Rates, determined in accordance with the Standard Payoff Conditions (as may be specified in the applicable Final Terms and as described in greater detail in Annex 5 (Standard Payoff Conditions)) and (ii) be affected by a Payoff Feature which is dependent on the Linked Interest Rate determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms and as described in greater detail in Annex 7 (Payoff Feature Conditions)).

| | |
|-------------------------------------|-----------|
| Combination Addition Interest | Chapter 1 |
| Combination Capitalisation Interest | Chapter 2 |

| | |
|---|------------|
| Combination Complex Digital Interest | Chapter 3 |
| Combination Division Interest | Chapter 4 |
| Combination Multiplication Interest | Chapter 5 |
| Combination Ratchet Interest | Chapter 6 |
| Combination Range Interest | Chapter 7 |
| Combination Resettable Range Interest | Chapter 8 |
| Combination Snowrange Interest | Chapter 9 |
| Combination Subtract Interest | Chapter 10 |
| Combination Maximum Interest | Chapter 11 |
| Combination Minimum Interest | Chapter 12 |
| Combination Complex Digital Basket Interest | Chapter 13 |
| Combination Payoff-Linked Digital Interest | Chapter 14 |

Part B

Combination Redemption Payoff Conditions

The amount payable on redemption (if any) of the Certificates may (i) be calculated using the Redemption Payoff determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms) which will use one or more Redemption Payoffs, determined in accordance with the Standard Payoff Conditions (as may be specified in the applicable Final Terms and as described in greater detail in Annex 5 (Standard Payoff Conditions)) and (ii) be affected by a Payoff Feature which is dependent on the Redemption Payoff determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms and as described in greater detail in Annex 7 (Payoff Feature Conditions)).

| | |
|---|------------|
| Combination Addition Redemption | Chapter 1 |
| Combination Capitalisation Redemption | Chapter 2 |
| Combination Complex Digital Redemption | Chapter 3 |
| Combination Division Redemption | Chapter 4 |
| Combination Multiplication Redemption | Chapter 5 |
| Combination Ratchet Redemption | Chapter 6 |
| Combination Range Redemption | Chapter 7 |
| Combination Resettable Range Redemption | Chapter 8 |
| Combination Snowrange Redemption | Chapter 9 |
| Combination Subtract Redemption | Chapter 10 |
| Combination Maximum Redemption | Chapter 11 |
| Combination Minimum Redemption | Chapter 12 |
| Combination Complex Digital Basket Redemption | Chapter 13 |
| Combination Complex Digital Basket Contingency Redemption | Chapter 14 |
| Combination Payoff-Linked Digital Redemption | Chapter 15 |

Combination Payoff Conditions: Part A: Chapter 1: Combination Addition Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Addition Interest to be applicable.

*The following terms and conditions (the **Combination Addition Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Addition Interest (the **Combination Addition Interest**) is applicable. These Combination Addition Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Addition Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

1 COMBINATION ADDITION INTEREST

The Linked Interest Rate applicable to the Certificates is calculated as the greater of (i) Floor and (ii) the result of adding together the Linked Interest Rate calculated using Standard Interest Payoff₁ and the Linked Interest Rate calculated using Standard Interest Payoff₂. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.

1.1 Definitions and Interpretation

For the purposes of these Combination Addition Interest Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as 'not applicable', the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff₁ means the Standard Interest Payoff specified as such in the applicable Final Terms.

Standard Interest Payoff₂ means the Standard Interest Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

1.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Addition Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max}(\text{Floor}, \text{Standard Interest Payoff}_1 + \text{Standard Interest Payoff}_2)$$

and expressed as a percentage.

Combination Payoff Conditions: Part A: Chapter 2: Combination Capitalisation Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Capitalisation Interest to be applicable.

*The following terms and conditions (the **Combination Capitalisation Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Capitalisation Interest (the **Combination Capitalisation Interest**) is applicable. These Combination Capitalisation Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Capitalisation Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

2 COMBINATION CAPITALISATION INTEREST

The Linked Interest Rate applicable to the Certificates is calculated as the greater of (i) Floor and (ii) Previous Interest Amount multiplied by the result of Leverage, multiplied by the Linked Interest Rate calculated using Standard Interest Payoff₁ added to 1. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff₁ used as a component for this Combination Payoff Condition.

2.1 Definitions and Interpretation

For the purposes of these Combination Capitalisation Interest Payoff Conditions, the following terms shall have the following meanings:

Calculation Amount Factor has the meaning set out in General Condition 19 (*Definitions*).

First Interest Amount Percentage means the percentage specified as such in the applicable Final Terms.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Amount has the meaning set out in General Condition 19 (*Definitions*).

Interest Amount Percentage means:

- (i) if ‘Specific Interest Accrual Period’ is specified in the applicable Final Terms, with respect to a specified Interest Accrual Period, the Interest Amount with respect to the previous specific Interest Accrual Period as so specified in the applicable Final Terms;
- (ii) if ‘Previous Interest Accrual Period’ is specified in the applicable Final Terms, with respect to an Interest Accrual Period, the Interest Amount with respect to the immediately preceding Interest Accrual Period;

in each case divided by (a) in the case of Certificates represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor, expressed as a percentage.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Previous Interest Amount means (i) with respect to the first Interest Accrual Period, the First Interest Amount Percentage, and (ii) with respect to all other Interest Accrual Periods, the Interest Amount Percentage.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff₁ means the Standard Interest Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

2.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Capitalisation Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max}(\text{Floor}, \text{Previous Interest Amount} \times (1 + \text{Leverage} \times \text{Standard Interest Payoff}_1))$$

and expressed as a percentage.

Combination Payoff Conditions: Part A: Chapter 3: Combination Complex Digital Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Complex Digital Interest to be applicable.

*The following terms and conditions (the **Combination Complex Digital Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Complex Digital Interest (the **Combination Complex Digital Interest**) is applicable. These Combination Complex Digital Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Complex Digital Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

3 COMBINATION COMPLEX DIGITAL INTEREST

The Linked Interest Rate applicable to the Certificates is calculated as either (a) if the Underlying Value is within the Range on each relevant Performance Observation Date, the Linked Interest Rate calculated using Standard Interest Payoff₁ or (b) otherwise, the Linked Interest Rate calculated using Standard Interest Payoff₂. The value of the Underlying will therefore affect which Standard Payoff Condition is used to calculate the Linked Interest Rate applicable to the Certificates. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.

3.1 Definitions and Interpretation

For the purposes of these Combination Complex Digital Interest Payoff Conditions, the following terms shall have the following meanings:

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Performance Observation Date means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Performance Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Performance Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Performance Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Performance Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Performance Observation Date the Underlying Value is lower than the Lower Limit or greater than the Upper Limit.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff₁ means the Standard Interest Payoff specified as such in the applicable Final Terms.

Standard Interest Payoff₂ means the Standard Interest Payoff specified as such in the applicable Final Terms.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

3.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Complex Digital Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

- (a) if Underlying Value is within the Range on each Performance Observation Date, Standard Interest Payoff₁; or
- (b) otherwise, Standard Interest Payoff₂.

Combination Payoff Conditions: Part A: Chapter 4: Combination Division Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Division Interest to be applicable.

*The following terms and conditions (the **Combination Division Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Division Interest (the **Combination Division Interest**) is applicable. These Combination Division Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Division Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

4 COMBINATION DIVISION INTEREST

The Linked Interest Rate applicable to the Certificates is calculated as the greater of (i) Floor and (ii) Linked Interest Rate calculated using Standard Interest Payoff₁ divided by the Linked Interest Rate calculated using Standard Interest Payoff₂. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.

4.1 Definitions and Interpretation

For the purposes of these Combination Division Interest Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff₁ means the Standard Interest Payoff specified as such in the applicable Final Terms.

Standard Interest Payoff₂ means the Standard Interest Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

4.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Division Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max} \left(\text{Floor}, \left(\frac{\text{Standard Interest Payoff}_1}{\text{Standard Interest Payoff}_2} \right) \right)$$

and expressed as a percentage.

Combination Payoff Conditions: Part A: Chapter 5: Combination Multiplication Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Multiplication Interest to be applicable.

*The following terms and conditions (the **Combination Multiplication Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Multiplication Interest (the **Combination Multiplication Interest**) is applicable. These Combination Multiplication Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Multiplication Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

5 COMBINATION MULTIPLICATION INTEREST

The Linked Interest Rate applicable to the Certificates is calculated as the greater of (i) Floor and (ii) Linked Interest Rate calculated using Standard Interest Payoff₁ multiplied by the Linked Interest Rate calculated using Standard Interest Payoff₂. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.

5.1 Definitions and Interpretation

For the purposes of these Combination Multiplication Interest Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff₁ means the Standard Interest Payoff specified as such in the applicable Final Terms.

Standard Interest Payoff₂ means the Standard Interest Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

5.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Multiplication Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max}(\text{Floor}, (\text{Standard Interest Payoff}_{f_1} \times \text{Standard Interest Payoff}_{f_2}))$$

and expressed as a percentage.

Combination Payoff Conditions: Part A: Chapter 6: Combination Ratchet Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Ratchet Interest to be applicable.

*The following terms and conditions (the **Combination Ratchet Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Ratchet Interest (the **Combination Ratchet Interest**) is applicable. These Combination Ratchet Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Ratchet Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

6 COMBINATION RATCHET INTEREST

The Linked Interest Rate applicable to the Certificates is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the Previous Interest Amount added to the result of Leverage multiplied by the Linked Interest Rate calculated using Standard Interest Payoff. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.

6.1 Definitions and Interpretation

For the purposes of these Combination Ratchet Interest Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Calculation Amount Factor has the meaning set out in General Condition 19 (*Definitions*).

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

First Interest Amount Percentage means the percentage specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Amount has the meaning set out in General Condition 19 (*Definitions*).

Interest Amount Percentage means:

- (i) if ‘Specific Interest Accrual Period’ is specified in the applicable Final Terms, with respect to a specified Interest Accrual Period, the Interest Amount with respect to the previous specific Interest Accrual Period as so specified in the applicable Final Terms;
- (ii) if ‘Previous Interest Accrual Period’ is specified in the applicable Final Terms, with respect to an Interest Accrual Period, the Interest Amount with respect to the immediately preceding Interest Accrual Period;

in each case divided by (a) in the case of Certificates represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor, expressed as a percentage.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Max}(X, Y)$ means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X, Y)$ means whichever is the lesser of component X and component Y.

Previous Interest Amount means (i) with respect to the first Interest Accrual Period, the First Interest Amount Percentage, and (ii) with respect to all other Interest Accrual Periods, the Interest Amount Percentage.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff₁ means the Standard Interest Payoff₁ specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

6.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Ratchet Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Previous Interest Amount} + \text{Leverage} \times \text{Standard Interest Payoff}_1))$$

and expressed as a percentage.

Combination Payoff Conditions: Part A: Chapter 7: Combination Range Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Range Interest to be applicable.

*The following terms and conditions (the **Combination Range Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Range Interest (the **Combination Range Interest**) is applicable. These Combination Range Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Range Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

7 COMBINATION RANGE INTEREST

The Linked Interest Rate applicable to the Certificates is calculated as the Linked Interest Rate calculated using Standard Interest Payoff₁ multiplied by the Accrual Factor. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The value of the Underlying will therefore affect the Accrual Factor which is used as a component of the formula used to calculate the Linked Interest Rate. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff₁ used as a component for this Combination Payoff Condition.

7.1 Definitions and Interpretation

For the purposes of these Combination Range Interest Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Range Accrual Day the Underlying Value is lower than the Lower Limit or greater than the Upper Limit.

Range Accrual Day means, with respect to an Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff₁ means the Standard Interest Payoff₁ specified as such in the applicable Final Terms.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Range Accrual Day:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

7.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Range Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Standard Interest Payoff}_1 \times \text{Accrual Factor}$$

and expressed as a percentage.

Combination Payoff Conditions: Part A: Chapter 8: Combination Resettable Range Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Resettable Range Interest to be applicable.

*The following terms and conditions (the **Combination Resettable Range Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Resettable Interest (the **Combination Resettable Range Interest**) is applicable. These Combination Resettable Range Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Resettable Range Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

8 COMBINATION RESETTABLE RANGE INTEREST

The Linked Interest Rate applicable to the Certificates is calculated as the Linked Interest Rate calculated using Standard Interest Payoff₁ multiplied by the Accrual Factor. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is within the relevant Resettable Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The lower level used for the Resettable Range is calculated by subtracting Margin from Underlying Value on the relevant Initial Underlying Observation Date and the upper level used for the Resettable Range is calculated by adding Margin to the Underlying Value on the relevant Initial Underlying Observation Date. The value of the Underlying will therefore affect the Linked Interest Rate since the value of the Underlying (i) affects the way that the limits of the Resettable Range used in the Accrual Factor are calculated and (ii) the value of the Accrual Factor which is used as a component in the formula used to calculate the Linked Interest Rate. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff₁ used as a component for this Combination Payoff Condition.

8.1 Definitions and Interpretation

For the purposes of these Combination Resettable Range Interest Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the Underlying Value was within the relevant Resettable Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

Initial Underlying Observation Date means, with respect to an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Initial Underlying Value means, with respect to an Interest Accrual Period, the Underlying Value on the relevant Initial Underlying Observation Date.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Lower Resettable Range Accrual Level means:

(Initial Underlying Value – Margin)

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, be zero (0).

Range Accrual Day means, with respect to an Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Resettable Range means any one (only) of Resettable Range₁, Resettable Range₂, Resettable Range₃, Resettable Range₄ or Resettable Range₅ as specified in the applicable Final Terms.

Resettable Range₁ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

Resettable Range₂ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

Resettable Range₃ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

Resettable Range₄ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

Resettable Range₅ means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Resettable Range Accrual Level or greater than the Upper Resettable Range Accrual Level.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff₁ means the Standard Interest Payoff specified as such in the applicable Final Terms.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Range Accrual Day or an Initial Underlying Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Resettable Range Accrual Level means:

(Initial Underlying Value + Margin)

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

8.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Resettable Range Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\textit{Standard Interest Payoff}_1 \times \textit{Accrual Factor}$$

and expressed as a percentage.

Combination Payoff Conditions: Part A: Chapter 9: Combination Snowrange Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Snowrange Interest to be applicable.

*The following terms and conditions (the **Combination Snowrange Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Snowrange Interest (the **Combination Snowrange Interest**) is applicable. These Combination Snowrange Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Snowrange Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

9 COMBINATION SNOWRANGE INTEREST

The Linked Interest Rate applicable to the Certificates is calculated as the Previous Interest Amount multiplied by the Accrual Factor. The Previous Interest Amount is calculated by reference to Standard Interest Payoff₁ in relation to a previous period or in the case of the first Interest Accrual Period, the First Interest Amount. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The value of the Underlying will therefore affect the value of the Accrual Factor which is used as a component of the formula used to calculate the Linked Interest Rate. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff₁ used as a component for this Combination Payoff Condition.

9.1 Definitions and Interpretation

For the purposes of these Combination Snowrange Interest Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the Underlying Value was within the relevant Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

Calculation Amount Factor has the meaning set out in General Condition 19 (*Definitions*).

First Interest Amount means the percentage specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Amount Percentage means:

- (i) if 'Specific Interest Accrual Period' is specified in the applicable Final Terms, with respect to a specified Interest Accrual Period, the Interest Amount with respect to the previous specific Interest Accrual Period as so specified in the applicable Final Terms;
- (ii) if 'Previous Interest Accrual Period' is specified in the applicable Final Terms, with respect to an Interest Accrual Period, the Interest Amount with respect to the immediately preceding Interest Accrual Period;

in each case divided by (a) in the case of Certificates represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor, expressed as a percentage.

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Previous Interest Amount means (i) with respect to the first Interest Accrual Period, the First Interest Amount, and (ii) with respect to all other Interest Accrual Periods, the Interest Amount Percentage.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Range Accrual Day means, in respect of each Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, each such date shall be deemed to be an 'Observation Date' for the purposes of the relevant Asset Conditions.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff₁ means the Standard Interest Payoff₁ specified as such in the applicable Final Terms.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Range Accrual Day:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

9.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Snowrange Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\textit{Previous Interest Amount} \times \textit{Accrual Factor}$$

and expressed as a percentage.

Combination Payoff Conditions: Part A: Chapter 10: Combination Subtract Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Subtract Interest to be applicable.

*The following terms and conditions (the **Combination Subtract Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Subtract Interest (the **Combination Subtract Interest**) is applicable. These Combination Subtract Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Subtract Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

10 COMBINATION SUBTRACT INTEREST

The Linked Interest Rate applicable to the Certificates is calculated as the greater of (i) Floor and (ii) Linked Interest Rate calculated using Standard Interest Payoff₂ subtracted from the Linked Interest Rate calculated using Standard Interest Payoff₁. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.

10.1 Definitions and Interpretation

For the purposes of these Combination Subtract Interest Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff₁ means the Standard Interest Payoff specified as such in the applicable Final Terms.

Standard Interest Payoff₂ means the Standard Interest Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

10.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Subtract Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max}(\text{Floor}, \text{Standard Interest Payoff}_1 - \text{Standard Interest Payoff}_2)$$

and expressed as a percentage.

Combination Payoff Conditions: Part A: Chapter 11: Combination Maximum Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Maximum Interest to be applicable.

*The following terms and conditions (the **Combination Maximum Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Maximum Interest (the **Combination Maximum Interest**) is applicable. These Combination Maximum Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Maximum Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

11 COMBINATION MAXIMUM INTEREST

The Linked Interest Rate applicable to the Certificates is calculated as the greater of (i) Floor, (ii) the Linked Interest Rate calculated using Standard Interest Payoff₁, and (iii) the Linked Interest Rate calculated using Standard Interest Payoff₂. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.

11.1 Definitions and Interpretation

For the purposes of these Combination Maximum Interest Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 24 (*Definitions*).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff₁ means the Standard Interest Payoff specified as such in the applicable Final Terms.

Standard Interest Payoff₂ means the Standard Interest Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

11.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Maximum Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max}(\text{Floor}, \text{Standard Interest Payoff}_1, \text{Standard Interest Payoff}_2)$$

and expressed as a percentage.

Combination Payoff Conditions: Part A: Chapter 12: Combination Minimum Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Minimum Interest to be applicable.

*The following terms and conditions (the **Combination Minimum Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Minimum Interest (the **Combination Minimum Interest**) is applicable. These Combination Minimum Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Minimum Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

12 COMBINATION MINIMUM INTEREST

The Linked Interest Rate applicable to the Certificates is calculated as the greater of (i) Floor and (ii) the lesser of (a) the Linked Interest Rate calculated using Standard Interest Payoff₁ and (b) the Linked Interest Rate calculated using Standard Interest Payoff₂. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.

12.1 Definitions and Interpretation

For the purposes of these Combination Minimum Interest Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff₁ means the Standard Interest Payoff specified as such in the applicable Final Terms.

Standard Interest Payoff₂ means the Standard Interest Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

12.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Minimum Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max} \left(\text{Floor}, \text{Min} \left(\text{Standard Interest Payoff}_1, \text{Standard Interest Payoff}_2 \right) \right)$$

and expressed as a percentage.

Standard Payoff Conditions: Part A: Chapter 13: Combination Complex Digital Basket Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Complex Digital Basket Interest to be applicable.

*The following terms and conditions (the **Combination Complex Digital Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Complex Digital Basket Interest (the **Combination Complex Digital Basket Interest**) is applicable. These Combination Complex Digital Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Complex Digital Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

13 COMBINATION COMPLEX DIGITAL BASKET INTEREST

The Linked Interest Rate is calculated as either (A) if the Underlying Value of each Underlying_i is within the Underlying Value_i Range on each relevant Performance Observation Date, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Linked Interest Rate calculated using Standard Interest Payoff_j added to Margin or (B) otherwise, being the Fixed Rate. The Underlying Value reflects the price, level or rate of the relevant Underlying_i (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying_i will therefore affect which rate is used to calculate the Linked Interest Rate applicable to the Certificates. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff_j used as a component for this Combination Payoff Condition.

13.1 Definitions and Interpretation

For the purposes of these Combination Complex Digital Basket Interest Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Fixed Rate means the rate specified as such in the applicable Final Terms.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Period means, in respect of an Interest Accrual Period, the period from and including each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Limit_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Max}(X,Y)$ means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X,Y)$ means whichever is the lesser of component X and component Y.

Performance Observation Date means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Range means in respect of each Underlying_i, any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms for such Underlying_i.

Range₁ means that on the relevant Performance Observation Date the relevant Underlying Value_i is greater than or equal to the Lower Limit_i and lower than or equal to the Upper Limit_i.

Range₂ means that on the relevant Performance Observation Date the relevant Underlying Value_i is greater than the Lower Limit_i and lower than the Upper Limit_i.

Range₃ means that on the relevant Performance Observation Date the relevant Underlying Value_i is greater than or equal to the Lower Limit_i and lower than the Upper Limit_i.

Range₄ means that on the relevant Performance Observation Date the relevant Underlying Value_i is greater than the Lower Limit_i and lower than or equal to the Upper Limit_i.

Range₅ means that on the relevant Performance Observation Date the relevant Underlying Value_i is lower than the Lower Limit_i or greater than the Upper Limit_i.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff₁ means the Standard Interest Payoff₁ specified as such in the applicable Final Terms.

Underlying_i means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying. For the avoidance of doubt, each Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable, (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying_i which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying_i which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying_i which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying_i which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying_i which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of the Underlying_i.

Underlying Value_i Range means the Range specified as such in the applicable Final Terms.

Upper Limit_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

13.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Complex Digital Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

- (a) if each Underlying Value_i is within the Underlying Value_i Range on each Performance Observation Date, be calculated as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Leverage} \times \text{Standard Interest Payoff}_1 + \text{Margin}))$$

and expressed as a percentage.

- (b) otherwise, be equal to Fixed Rate.

Combination Payoff Conditions: Part A: Chapter 14: Combination Payoff-Linked Digital Interest

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Payoff-Linked Digital Interest to be applicable.

*The following terms and conditions (the **Combination Payoff-Linked Digital Interest Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Payoff-Linked Digital Interest (the **Combination Payoff-Linked Digital Interest**) is applicable. These Combination Payoff-Linked Digital Interest Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Payoff-Linked Digital Interest Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

14 COMBINATION PAYOFF-LINKED DIGITAL INTEREST

The Linked Interest Rate applicable to the Certificates is calculated as either (a) if the Standard Interest Payoff₂ is within the Range, the Linked Interest Rate calculated using Standard Interest Payoff₁ or (b) otherwise, the Fixed Rate. The value of the Standard Interest Payoff₂, which may depend on the value of an Underlying, will therefore affect which rate is used to calculate the Linked Interest Rate applicable to the Certificates. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.

14.1 Definitions and Interpretation

For the purposes of these Combination Payoff-Linked Digital Interest Payoff Conditions, the following terms shall have the following meanings:

Fixed Rate means the rate specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Observation Date means, with respect to an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Interest Observation Date the Standard Interest Payoff₂ is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Interest Observation Date the Standard Interest Payoff₂ is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Interest Observation Date the Standard Interest Payoff₂ is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Interest Observation Date the Standard Interest Payoff₂ is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Interest Observation Date the Standard Interest Payoff₂ is lower than the Lower Limit or greater than the Upper Limit.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff₁ means the Standard Interest Payoff specified as such in the applicable Final Terms.

Standard Interest Payoff₂ means the Standard Interest Payoff specified as such in the applicable Final Terms.

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

14.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Payoff-Linked Digital Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

- (a) if Standard Interest Payoff₂ is within the Range on the relevant Interest Observation Date, Standard Interest Payoff₁; or
- (b) otherwise, be equal to the Fixed Rate.

Combination Payoff Conditions: Part B: Chapter 1: Combination Addition Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Addition Redemption to be applicable.

*The following terms and conditions (the **Combination Addition Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Addition Redemption (the **Combination Addition Redemption**) is applicable. These Combination Addition Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Addition Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

1 COMBINATION ADDITION REDEMPTION

The Redemption Payoff applicable to the Certificates is calculated as the greater of (i) Floor and (ii) the result of adding together the Redemption Payoff calculated using Standard Redemption Payoff₁ and the Redemption Payoff calculated using Standard Redemption Payoff₂. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.

1.1 Definitions and Interpretation

For the purposes of these Combination Addition Redemption Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as 'not applicable', the Floor shall be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff₁ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Standard Redemption Payoff₂ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

1.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Addition Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max}(\text{Floor}, \text{Standard Redemption Payoff}_1 + \text{Standard Redemption Payoff}_2)$$

and expressed as a percentage.

Combination Payoff Conditions: Part B: Chapter 2: Combination Capitalisation Redemption

This chapter sets out additional terms and conditions Certificates for which the applicable Final Terms specify Combination Capitalisation Redemption to be applicable.

*The following terms and conditions (the **Combination Capitalisation Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Capitalisation Redemption (the **Combination Capitalisation Redemption**) is applicable. These Combination Capitalisation Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Capitalisation Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

2 COMBINATION CAPITALISATION REDEMPTION

The Redemption Payoff applicable to the Certificates is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) the Alternative Redemption multiplied by the result of Leverage multiplied by the Redemption Payoff calculated using Standard Redemption Payoff₁ added to 1. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff₁ used as a component for this Combination Payoff Condition.

2.1 Definitions and Interpretation

For the purposes of these Combination Capitalisation Redemption Payoff Conditions, the following terms shall have the following meanings:

Alternative Redemption means:

- (1) with respect to Certificates, other than Instalment Certificates, the First Redemption Percentage; or
- (2) with respect to Instalment Certificates:
 - (a) if ‘Specific Redemption Determination Date’ is specified in the applicable Final Terms, with respect to a specified Redemption Determination Date, the Redemption Payoff determined with respect to the previous specific Redemption Determination Date as so specified in the applicable Final Terms;
 - (b) if ‘Previous Redemption Determination Date’ is specified in the applicable Final Terms, with respect to a Redemption Determination Date, the Redemption Payoff determined with respect to the immediately preceding Redemption Determination Date; or
 - (c) with respect to the first Redemption Determination Date, the First Redemption Percentage.

First Redemption Percentage means the percentage specified in the applicable Final Terms.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff₁ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

2.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Capitalisation Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max}(\text{Floor}, \text{Alternative Redemption} \times (1 + \text{Leverage} \times \text{Standard Redemption Payoff}_1))$$

and expressed as a percentage.

Combination Payoff Conditions: Part B: Chapter 3: Combination Complex Digital Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Complex Digital Redemption to be applicable.

*The following terms and conditions (the **Combination Complex Digital Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Complex Digital Redemption (the **Combination Complex Digital Redemption**) is applicable. These Combination Complex Digital Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Complex Digital Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

3 COMBINATION COMPLEX DIGITAL REDEMPTION

The Redemption Payoff applicable to the Certificates is calculated as either (a) if the Underlying Value is within the Range on each relevant Redemption Observation Date, the Redemption Payoff calculated using Standard Redemption Payoff₁ or (b) otherwise, the Redemption Payoff calculated using Standard Redemption Payoff₂. The value of the Underlying will therefore affect which Standard Payoff Condition is used to calculate the Redemption Payoff applicable to the Certificates. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.

3.1 Definitions and Interpretation

For the purposes of these Combination Complex Digital Redemption Payoff Conditions, the following terms shall have the following meanings:

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Redemption Observation Date the Underlying Value is lower than the Lower Limit or greater than the Upper Limit.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Observation Date, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff₁ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Standard Redemption Payoff₂ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

3.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Complex Digital Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

- (a) if Underlying Value is within the Range on each Performance Observation Date, Standard Redemption Payoff₁; or
- (b) otherwise, Standard Redemption Payoff₂.

Combination Payoff Conditions: Part B: Chapter 4: Combination Division Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Division Redemption to be applicable.

*The following terms and conditions (the **Combination Division Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Division Redemption (the **Combination Division Redemption**) is applicable. These Combination Division Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Division Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

4 COMBINATION DIVISION REDEMPTION

The Redemption Payoff applicable to the Certificates is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) Redemption Payoff calculated using Standard Redemption Payoff₁ divided by the Redemption Payoff calculated using Standard Redemption Payoff₂. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.

4.1 Definitions and Interpretation

For the purposes of these Combination Division Redemption Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff₁ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Standard Redemption Payoff₂ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

4.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Division Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max} \left(\text{Floor}, \left(\frac{\text{Standard Redemption Payoff}_1}{\text{Standard Redemption Payoff}_2} \right) \right)$$

and expressed as a percentage.

Combination Payoff Conditions: Part B: Chapter 5: Combination Multiplication Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Multiplication Redemption to be applicable.

*The following terms and conditions (the **Combination Multiplication Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Multiplication Redemption (the **Combination Multiplication Redemption**) is applicable. These Combination Multiplication Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Multiplication Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

5 COMBINATION MULTIPLICATION REDEMPTION

The Redemption Payoff applicable to the Certificates is calculated as the greater of (i) Floor and (ii) Redemption Payoff calculated using Standard Redemption Payoff₁ multiplied by the Redemption Payoff calculated using Standard Redemption Payoff₂. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.

5.1 Definitions and Interpretation

For the purposes of these Combination Multiplication Redemption Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff₁ means the Standard Redemption Payoff, specified as such in the applicable Final Terms.

Standard Redemption Payoff₂ means the Standard Redemption Payoff, specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

5.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Multiplication Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max}(\text{Floor}, (\text{Standard Redemption Payoff}_1 \times \text{Standard Redemption Payoff}_2))$$

and expressed as a percentage.

Combination Payoff Conditions: Part B: Chapter 6: Combination Ratchet Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Ratchet Redemption to be applicable.

*The following terms and conditions (the **Combination Ratchet Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Ratchet Redemption (the **Combination Ratchet Redemption**) is applicable. These Combination Ratchet Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Ratchet Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

6 COMBINATION RATCHET REDEMPTION

The Redemption Payoff applicable to the Certificates is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Alternative Redemption added to the result of Leverage multiplied by the Redemption Payoff calculated using Standard Redemption Payoff. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.

6.1 Definitions and Interpretation

For the purposes of these Combination Ratchet Redemption Payoff Conditions, the following terms shall have the following meanings:

Alternative Redemption means:

- (1) with respect to Certificates, other than Instalment Certificates, the First Redemption Percentage; or
- (2) with respect to Instalment Certificates:
 - (a) if ‘Specific Redemption Determination Date’ is specified in the applicable Final Terms, with respect to a specified Redemption Determination Date, the Redemption Payoff, determined with respect to the previous specific Redemption Determination Date as so specified in the applicable Final terms;
 - (b) if ‘Previous Redemption Determination Date’ is specified in the applicable Final Terms, with respect to a Redemption Determination Date, the Redemption Payoff, determined with respect to the immediately preceding Redemption Determination Date; or
 - (c) with respect to first Redemption Determination Date, the First Redemption Percentage.

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

First Redemption Percentage means the percentage specified as such in the applicable Final Terms.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Min}(X, Y)$ means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff₁ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

6.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Ratchet Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Alternative Redemption} + \text{Leverage} \times \text{Standard Redemption Payoff}_1))$$

and expressed as a percentage.

Combination Payoff Conditions: Part B: Chapter 7: Combination Range Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Range Redemption to be applicable.

*The following terms and conditions (the **Combination Range Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Range Redemption (the **Combination Range Redemption**) is applicable. These Combination Range Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Range Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

7 COMBINATION RANGE REDEMPTION

The Redemption Payoff applicable to the Certificates is calculated as the Redemption Payoff calculated using Standard Redemption Payoff₁ multiplied by the Accrual Factor. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The value of the Underlying will therefore affect the Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff₁ used as a component for this Combination Payoff Condition.

7.1 Definitions and Interpretation

For the purposes of these Combination Range Redemption Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Range Accrual Day the Underlying Value is lower than the Lower Limit or greater than the Upper Limit.

Range Accrual Day means, with respect to a Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff₁ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Range Accrual Day:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

7.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Range Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Standard Redemption Payoff}_1 \times \text{Accrual Factor}$$

and expressed as a percentage.

Combination Payoff Conditions: Part B: Chapter 8: Combination Resettable Range Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Resettable Range Redemption to be applicable.

*The following terms and conditions (the **Combination Resettable Range Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Resettable Range Redemption (the **Combination Resettable Range Redemption**) is applicable. These Combination Resettable Range Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Resettable Range Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

8 COMBINATION RESETTABLE RANGE REDEMPTION

The Redemption Payoff applicable to the Certificates is calculated on the Redemption Determination Date as the Redemption Payoff calculated using Standard Redemption Payoff₁ multiplied by the Accrual Factor. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value is within the relevant Resettable Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The lower level used for the Resettable Range is calculated by subtracting Margin from Underlying Value on the relevant Initial Underlying Observation Date and the upper level used for the Resettable Range is calculated by adding Margin to the Underlying Value on the relevant Initial Underlying Observation Date. The value of the Underlying will therefore affect the Redemption Payoff since the value of the Underlying (i) affects the way that the limits of the Resettable Range used in the Accrual Factor are calculated and (ii) the value of the Accrual Factor which is used as a component in the formula used to calculate the Redemption Payoff. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff₁ used as a component for this Combination Payoff Condition.

8.1 Definitions and Interpretation

For the purposes of these Combination Resettable Range Redemption Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the Underlying Value was within the relevant Resettable Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Initial Underlying Observation Date means, with respect to a Redemption Observation Period, the date falling such number of Business Days immediately preceding the first day of such Redemption Observation Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Initial Underlying Value means the Underlying Value on the relevant Initial Underlying Observation Date.

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Lower Resettable Range Accrual Level means:

(Initial Underlying Value – Margin)

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Range Accrual Day means, in respect of the Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Resettable Range means any one (only) of Resettable Range₁, Resettable Range₂, Resettable Range₃, Resettable Range₄ or Resettable Range₅ as specified in the applicable Final Terms.

Resettable Range₁ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

Resettable Range₂ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

Resettable Range₃ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

Resettable Range₄ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

Resettable Range₅ means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Resettable Range Accrual Level or greater than the Upper Resettable Range Accrual Level.

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff₁ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Range Accrual Day or an Initial Underlying Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Resettable Range Accrual Level means:

(Initial Underlying Value + Margin)

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

8.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Resettable Range Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Standard Redemption Payoff}_1 \times \text{Accrual Factor}$$

and expressed as a percentage.

Combination Payoff Conditions: Part B: Chapter 9: Combination Snowrange Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Snowrange Redemption to be applicable.

*The following terms and conditions (the **Combination Snowrange Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Snowrange Redemption (the **Combination Snowrange Redemption**) is applicable. These Combination Snowrange Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Snowrange Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

9 COMBINATION SNOWRANGE REDEMPTION

The Redemption Payoff applicable to the Certificates is calculated as the Redemption Payoff calculated using the Alternative Redemption or the First Redemption Amount, as applicable, multiplied by the Accrual Factor. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The value of the Underlying will therefore affect the value of the Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the Standard Redemption Payoff₁ used as a component for this Combination Payoff Condition.

9.1 Definitions and Interpretation

For the purposes of these Combination Snowrange Redemption Payoff Conditions, the following terms shall have the following meanings:

Accrual Factor means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the Underlying Value was within the relevant Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

Alternative Redemption means:

- (1) with respect to Certificates, other than Instalment Certificates, the Redemption Payoff determined in accordance with Standard Redemption Payoff₁ on the Alternative Redemption Date;
- (2) with respect to Instalment Certificates:
 - (a) if ‘Specific Redemption Determination Date’ is specified in the applicable Final Terms, with respect to a specified Redemption Determination Date, the Redemption Payoff determined in accordance with Standard Redemption Payoff₁ with respect to the previous specific Redemption Determination Date as so specified in the applicable Final terms; or
 - (b) if ‘Previous Redemption Determination Date’ is specified in the applicable Final Terms, with respect to a Redemption Determination Date, the Redemption Payoff determined in accordance with Standard Redemption Payoff₁ with respect to the immediately preceding Redemption Determination Date;
 - (c) with respect to the first Redemption Determination Date in the case of Instalment Certificates, the First Redemption Amount.

Alternative Redemption Date means the date falling such number of Business Days immediately preceding the relevant Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

First Redemption Amount means the percentage specified as such in the applicable Final Terms.

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Range Accrual Day means, with respect to a Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final (as specified in the applicable Final Terms) falling within such Redemption Observation Period, each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff₁ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

Underlying Value means, with respect to a Range Accrual Day:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

9.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Snowrange Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\textit{Alternative Redemption} \times \textit{Accrual Factor}$$

and expressed as a percentage.

Combination Payoff Conditions: Part B: Chapter 10: Combination Subtract Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Subtract Redemption to be applicable.

*The following terms and conditions (the **Combination Subtract Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Subtract Redemption (the **Combination Subtract Redemption**) is applicable. These Combination Subtract Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Subtract Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

10 COMBINATION SUBTRACT REDEMPTION

The Redemption Payoff applicable to the Certificates is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) Redemption Payoff calculated using Standard Redemption Payoff₂ subtracted from the Redemption Payoff calculated using Standard Redemption Payoff₁. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.

10.1 Definitions and Interpretation

For the purposes of these Combination Subtract Redemption Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff₁ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Standard Redemption Payoff₂ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

10.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Subtract Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max}(\text{Floor}, \text{Standard Redemption Payoff}_1 - \text{Standard Redemption Payoff}_2)$$

and expressed as a percentage.

Combination Payoff Conditions: Part B: Chapter 11: Combination Maximum Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Maximum Redemption to be applicable.

*The following terms and conditions (the **Combination Maximum Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Maximum Redemption (the **Combination Maximum Redemption**) is applicable. These Combination Maximum Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Maximum Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

11 COMBINATION MAXIMUM REDEMPTION

The Redemption Payoff applicable to the Certificates is calculated as the greater of (i) Floor, (ii) the Redemption Payoff calculated using Standard Redemption Payoff₁ and (iii) the Redemption Payoff calculated using Standard Redemption Payoff₂. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.

11.1 Definitions and Interpretation

For the purposes of these Combination Maximum Redemption Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff₁ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Standard Redemption Payoff₂ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

11.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Maximum Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max}(\text{Floor}, \text{Standard Redemption Payoff}_1, \text{Standard Redemption Payoff}_2)$$

and expressed as a percentage.

Combination Payoff Conditions: Part B: Chapter 12: Combination Minimum Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Minimum Redemption to be applicable.

*The following terms and conditions (the **Combination Minimum Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Minimum Redemption (the **Combination Minimum Redemption**) is applicable. These Combination Minimum Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Minimum Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

12 COMBINATION MINIMUM REDEMPTION

The Redemption Payoff applicable to the Certificates is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) the lesser of (a) the Redemption Payoff calculated using Standard Redemption Payoff₁ or (b) the Redemption Payoff calculated using Standard Redemption Payoff₂. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.

12.1 Definitions and Interpretation

For the purposes of these Combination Minimum Redemption Payoff Conditions, the following terms shall have the following meanings:

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff₁ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Standard Redemption Payoff₁ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Standard Redemption Payoff₂ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

12.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Minimum Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max} \left(\text{Floor}, \text{Min} \left(\text{Standard Redemption Payoff}_1, \text{Standard Redemption Payoff}_2 \right) \right)$$

and expressed as a percentage.

Combination Payoff Conditions: Part B: Chapter 13: Combination Complex Digital Basket Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Complex Digital Basket Redemption to be applicable.

*The following terms and conditions (the **Combination Complex Digital Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Complex Digital Basket Redemption (the **Combination Complex Digital Basket Redemption**) is applicable. These Combination Complex Digital Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Complex Digital Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

13 COMBINATION COMPLEX DIGITAL BASKET REDEMPTION

The Redemption Payoff is calculated as either (A) if the Underlying Value of each Underlying_i is within the Underlying Value_i Range on each relevant Redemption Observation Date, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Redemption Payoff calculated using Standard Redemption Payoff_i then added to Margin or (B) otherwise, being the Fixed Percentage. The Underlying Value reflects the price, level or rate of the relevant Underlying_i (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying_i will therefore affect which rate is used to calculate the Redemption Payoff applicable to the Certificates. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff_i used as a component for this Combination Payoff Condition.

13.1 Definitions and Interpretation

For the purposes of these Combination Complex Digital Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Fixed Percentage means the percentage specified as such in the applicable Final Terms.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Limit_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range means in respect of Underlying_i, any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Redemption Observation Date the relevant Underlying Value_i is greater than or equal to the Lower Limit_i and lower than or equal to the Upper Limit_i.

Range₂ means that on the relevant Redemption Observation Date the relevant Underlying Value_i is greater than the Lower Limit_i and lower than the Upper Limit_i.

Range₃ means that on the relevant Redemption Observation Date the relevant Underlying Value_i is greater than or equal to the Lower Limit_i and lower than the Upper Limit_i.

Range₄ means that on the relevant Redemption Observation Date the relevant Underlying Value_i is greater than the Lower Limit_i and lower than or equal to the Upper Limit_i.

Range₅ means that on the relevant Redemption Observation Date the relevant Underlying Value_i is lower than the Lower Limit_i or greater than the Upper Limit_i.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Observation Date, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff₁ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Underlying_i means any Commodity, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying. For the avoidance of doubt, each Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable, (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying_i which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying_i which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying_i which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying_i which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying_i which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of the Underlying_i.

Underlying Value_i Range means the Range specified as such in the applicable Final Terms.

Upper Limit_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

13.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Complex Digital Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

- (a) if each Underlying Value_i is within the Underlying Value_i Range on each Redemption Observation Date, be calculated on the Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times \text{Standard Redemption Payoff}_1 + \text{Margin}_1 \right) \right)$$

and expressed as a percentage.

- (b) otherwise, be calculated on the Redemption Determination Date as equal to Fixed Percentage.

Combination Payoff Conditions: Part B: Chapter 14: Combination Complex Digital Basket Contingency Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Complex Digital Basket Contingency Redemption to be applicable.

*The following terms and conditions (the **Combination Complex Digital Basket Contingency Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Complex Digital Basket Contingency Redemption (the **Combination Complex Digital Basket Contingency Redemption**) is applicable. These Combination Complex Digital Basket Contingency Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Complex Digital Basket Contingency Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

14 COMBINATION COMPLEX DIGITAL BASKET CONTINGENCY REDEMPTION

The Redemption Payoff is calculated on the Redemption Determination Date as either (A) if the Underlying Value of each Underlying_i is within the Underlying Value_i Range on each relevant Redemption Observation Date, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Redemption Payoff calculated using Standard Redemption Payoff₁ then added to Margin or (B) otherwise, being the greater of (a) 0 and (b) Fixed Percentage minus Unwind Costs. The Underlying Value reflects the price, level or rate of the relevant Underlying_i (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying_i will therefore affect which rate is used to calculate the Redemption Payoff applicable to the Certificates. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff₁ used as a component for this Combination Payoff Condition.

14.1 Definitions and Interpretation

For the purposes of these Combination Complex Digital Basket Contingency Redemption Payoff Conditions, the following terms shall have the following meanings:

Cap means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Fixed Percentage means the percentage specified as such in the applicable Final Terms.

Floor means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Instalment Date means each date specified as such in the applicable Final Terms.

Issue Date has the meaning set out in General Condition 19 (*Definitions*).

Leverage means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Limit_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Margin means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Min means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

Range means in respect of Underlying_i, any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Redemption Observation Date the relevant Underlying Value_i is greater than or equal to the Lower Limit_i and lower than or equal to the Upper Limit_i.

Range₂ means that on the relevant Redemption Observation Date the relevant Underlying Value_i is greater than the Lower Limit_i and lower than the Upper Limit_i.

Range₃ means that on the relevant Redemption Observation Date the relevant Underlying Value_i is greater than or equal to the Lower Limit_i and lower than the Upper Limit_i.

Range₄ means that on the relevant Redemption Observation Date the relevant Underlying Value_i is greater than the Lower Limit_i and lower than or equal to the Upper Limit_i.

Range₅ means that on the relevant Redemption Observation Date the relevant Underlying Value_i is lower than the Lower Limit_i or greater than the Upper Limit_i.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Observation Date, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Observation Period means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

Relevant Date means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff_i means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Underlying_i means any Commodity, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying. For the avoidance of doubt, each Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable, (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying_i which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying_i which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying_i which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying_i which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying_i which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of the Underlying_i.

Underlying Value_i Range means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Upper Limit_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i.

Unwind Costs means, (i) in the case of a Redemption Determination Date corresponding to an Early Redemption Date, zero (0) or (ii) in the case of a Redemption Determination Date corresponding to the Redemption Date or an Instalment Date, an amount, equal to such Certificate's *pro rata* portion of the value (determined in the currency in which the Certificates are denominated) of any losses, expenses and costs to the relevant Issuer and/or any of its Affiliates who may have hedged the price risk of the Certificates and any loss of tax relief or other tax consequences of unwinding or adjusting any underlying or related swap agreement or other hedging arrangements, all as calculated by the Calculation Agent in its sole discretion, divided by (a) in the case of Certificates represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor, expressed as a percentage.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

14.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Complex Digital Basket Contingency Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

- (a) if each Underlying Value_i is within the Underlying Value_i Range on each Redemption Observation Date, be calculated on the Redemption Determination Date as follows:

$$\text{Min} \left(\text{Cap}, \text{Max} \left(\text{Floor}, \text{Leverage} \times \text{Standard Redemption Payoff}_i + \text{Margin} \right) \right)$$

and expressed as a percentage.

- (b) otherwise, be calculated on the Redemption Determination Date as follows:

$$\text{Max} (0, \text{Fixed Percentage-Unwind Costs})$$

and expressed as a percentage.

Combination Payoff Conditions: Part B: Chapter 15: Combination Payoff-Linked Digital Redemption

This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Payoff-Linked Digital Redemption to be applicable.

*The following terms and conditions (the **Combination Payoff-Linked Digital Redemption Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Payoff-Linked Digital Redemption (the **Combination Payoff-Linked Digital Redemption**) is applicable. These Combination Payoff-Linked Digital Redemption Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Combination Payoff-Linked Digital Redemption Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

15 COMBINATION PAYOFF-LINKED DIGITAL REDEMPTION

The Redemption Payoff applicable to the Certificates is calculated as either (a) if the Standard Redemption Payoff₂ is within the Range, the Redemption Payoff calculated using Standard Redemption Payoff₁ or (b) otherwise, the Fixed Percentage. The value of the Standard Payoff₂, which may depend on the value of an Underlying, will therefore affect which rate is used to calculate the Redemption Payoff applicable to the Certificates. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.

15.1 Definitions and Interpretation

For the purposes of these Combination Payoff-Linked Digital Redemption Payoff Conditions, the following terms shall have the following meanings:

Fixed Percentage means the percentage specified as such in the applicable Final Terms.

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Redemption Observation Date the Standard Redemption Payoff₂ is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Redemption Observation Date the Standard Redemption Payoff₂ is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Redemption Observation Date the Standard Redemption Payoff₂ is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Redemption Observation Date the Standard Redemption Payoff₂ is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Redemption Observation Date the Standard Redemption Payoff₂ is lower than the Lower Limit or greater than the Upper Limit.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Observation Date means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption

Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff₁ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Standard Redemption Payoff₂ means the Standard Redemption Payoff specified as such in the applicable Final Terms.

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

15.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Payoff-Linked Digital Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

- (a) If Standard Redemption Payoff₂ is within the Range on the Redemption Observation Date, Standard Redemption Payoff₁; or
- (b) otherwise, be equal to the Fixed Percentage.

ANNEX 7 – PAYOFF FEATURE CONDITIONS

The chapters of this annex each set out additional terms and conditions for Certificates which apply one or more features (if any) to the interest and/or redemption mechanics as specified in the applicable Final Terms.

The terms and conditions applicable to Payoff Features shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.

All capitalised terms that are not defined in these Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

*The following chapters comprise the terms and conditions (the **Payoff Feature Conditions**) that shall apply to Certificates if the applicable Final Terms indicate that one or more chapters of the Payoff Feature Conditions is applicable, each such chapter being in respect of, and comprising the terms and conditions in respect of, a **Payoff Feature**. Only those chapters containing a Payoff Feature specified in the applicable Final Terms to be applicable will apply to a particular Series of Certificates. The Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

The Payoff Feature Conditions are set out as follows:

Part A

Interest Payoff Feature Conditions

| | |
|---|------------|
| Investor Interest Switch Payoff Feature Conditions | Chapter 1 |
| Issuer Interest Switch Payoff Feature Conditions | Chapter 2 |
| Knock-out Interest Switch Payoff Feature Conditions | Chapter 3 |
| Knock-out Basket Interest Switch Payoff Feature Conditions | Chapter 4 |
| Target Interest Switch Payoff Feature Conditions | Chapter 5 |
| Shout Option Performance Lock-in Interest Payoff Feature Conditions | Chapter 6 |
| Chooser Decay Interest Switch Option Payoff Feature Conditions | Chapter 7 |
| Memory Option Interest Switch Payoff Feature Conditions | Chapter 8 |
| Flexi Option Interest Switch Payoff Feature Conditions | Chapter 9 |
| Pelican Option Interest Switch Payoff Feature Conditions | Chapter 10 |
| Dual Currency (Interest) Payoff Feature Conditions | Chapter 11 |
| Credit Event Contingency Interest Switch Payoff Feature Conditions | Chapter 12 |
| Reset Option Interest Payoff Feature Conditions | Chapter 13 |
| Single Interest Payment Date Payoff Feature Conditions | Chapter 14 |

Part B

Redemption Payoff Feature Conditions

| | |
|--|-----------|
| Global Cap Payoff Feature Conditions | Chapter 1 |
| Global Floor Payoff Feature Conditions | Chapter 2 |
| Dual Currency (Redemption) Payoff Feature Conditions | Chapter 3 |

| | |
|---|-----------|
| Investor Redemption Switch Payoff Feature Conditions | Chapter 4 |
| Issuer Redemption Switch Payoff Feature Conditions | Chapter 5 |
| Knock-out Redemption Switch Payoff Feature Conditions | Chapter 6 |
| Knock-out Basket Redemption Switch Payoff Feature Conditions | Chapter 7 |
| Shout Option Performance Lock-in Redemption Payoff Feature Conditions | Chapter 8 |
| Reset Option Redemption Payoff Feature Conditions | Chapter 9 |
| Part C | |
| Interest and Redemption Payoff Feature Conditions | |
| Additive Payoff Feature Conditions | Chapter 1 |

Payoff Feature Conditions: Part A: Chapter 1: Investor Interest Switch Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Investor Interest Switch Payoff Feature to be applicable.

*The following terms and conditions (the **Investor Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Investor Interest Switch Payoff Feature (**Investor Interest Switch Payoff Feature**) is applicable. These Investor Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Investor Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

1 INVESTOR INTEREST SWITCH PAYOFF FEATURE

All Certificateholders acting together may at their option (once during the life of the Certificates) elect to switch the basis on which interest is calculated from (i) calculation of the Linked Interest Rate using $Linked\ Interest_1$ to (ii) calculation of the Linked Interest Rate using $Linked\ Interest_2$, by sending a notice on or prior to an Investor Interest Switch Expiry Date. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combination Interest Payoff referred to for this Payoff Feature Condition.

1.1 Definitions and interpretation

For the purposes of these Investor Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

Business Day has the meaning set out in General Condition 19 (*Definitions*).

Combination Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Investor Interest Switch Date means the Interest Determination Date on which the Investor Interest Switch Option will take effect, in accordance with these Investor Interest Switch Payoff Feature Conditions.

Investor Interest Switch Expiry Date means the date that is ten (10) Business Days, or such other number of Business Days specified in the applicable Final Terms, prior to each Interest Determination Date or the relevant Interest Determination Dates specified in the applicable Final Terms.

Investor Interest Switch Notice means a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating an Investor Interest Switch Date.

Linked Interest₁ means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

Linked Interest₂ means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

Linked Interest Rate has the meaning set out in General Condition 19 (*Definitions*).

Qualifying Certificateholders means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

1.2 Methodology

If Investor Interest Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, elect to switch the basis on which interest is calculated from Linked Interest₁ to Linked Interest₂ (the **Investor Interest Switch Option**) upon the Qualifying Certificateholders delivering an Investor Interest Switch Notice on or prior to an Investor Interest Switch Expiry Date designating an Investor Interest Switch Date. The Qualifying Certificateholders may exercise the Investor Interest Switch Option once only during the life of the Certificates.

Accordingly, the Linked Interest Rate applicable to the Certificates shall be determined by the Calculation Agent:

- (a) on each Interest Determination Date up to (but excluding) the Investor Interest Switch Date, in respect of each corresponding Interest Accrual Period (or, if the Qualifying Certificateholders have not delivered a valid Investor Interest Switch Notice in accordance with these Investor Interest Switch Payoff Feature Conditions, each Interest Determination Date, in respect of each corresponding Interest Accrual Period), in accordance with Linked Interest₁; and
- (b) on each Interest Determination Date from (and including) the Investor Interest Switch Date, in respect of each corresponding Interest Accrual Period, in accordance with Linked Interest₂.

Payoff Feature Conditions: Part A: Chapter 2: Issuer Interest Switch Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Issuer Interest Switch Payoff Feature to be applicable.

*The following terms and conditions (the **Issuer Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Issuer Interest Switch Payoff Feature (the **Issuer Interest Switch Payoff Feature**) is applicable. These Issuer Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Issuer Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

2 ISSUER INTEREST SWITCH PAYOFF FEATURE

The relevant Issuer may at its option (once during the life of the Certificates) elect to switch the basis on which interest is calculated from (i) calculation of the Linked Interest Rate using Linked Interest₁ to (ii) calculation of the Linked Interest Rate using Linked Interest₂, by sending a notice on or prior to an Issuer Interest Switch Expiry Date. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combination Payoff Conditions referred to for this Payoff Feature Condition.

2.1 Definitions and interpretation

For the purposes of these Issuer Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

Business Day has the meaning set out in General Condition 19 (*Definitions*).

Combination Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Issuer Interest Switch Date means the Interest Determination Date on which the Issuer Interest Switch Option will take effect, in accordance with these Issuer Interest Switch Payoff Feature Conditions.

Issuer Interest Switch Expiry Date means the date that is ten (10) Business Days, or such other number of Business Days specified in the applicable Final Terms, prior to each Interest Determination Date or the relevant Interest Determination Dates specified in the applicable Final Terms.

Issuer Interest Switch Notice means a written notice given by the relevant Issuer to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating an Issuer Interest Switch Date.

Linked Interest₁ means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

Linked Interest₂ means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

Linked Interest Rate has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

2.2 Methodology

If Issuer Interest Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the relevant Issuer may, at its option, elect to switch the basis on which interest is calculated from Linked Interest₁ to Linked Interest₂ (the **Issuer Interest Switch Option**) upon the relevant Issuer delivering an Issuer Interest Switch Notice on or prior to an Issuer Interest Switch Expiry Date designating an Issuer Interest Switch Date. The relevant Issuer may exercise the Issuer Interest Switch Option once only during the life of the Certificates.

Accordingly, the Linked Interest Rate applicable to the Certificates shall be determined by the Calculation Agent:

- (a) on each Interest Determination Date up to (but excluding) the Issuer Interest Switch Date, in respect of each corresponding Interest Accrual Period (or, if the relevant Issuer has not delivered a valid Issuer Interest Switch Notice in accordance with these Issuer Interest Switch Payoff Feature Conditions, each Interest Determination Date, in respect of each corresponding Interest Accrual Period), in accordance with Linked Interest₁; and
- (b) on each Interest Determination Date from (and including) the Issuer Interest Switch Date, in respect of each corresponding Interest Accrual Period, in accordance with Linked Interest₂.

Payoff Feature Conditions: Part A: Chapter 3: Knock-out Interest Switch Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Knock-out Interest Switch Payoff Feature to be applicable.

*The following terms and conditions (the **Knock-out Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Knock-out Interest Switch Payoff Feature (the **Knock-out Interest Switch Payoff Feature**) is applicable. These Knock-out Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Knock-out Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

3 KNOCK-OUT INTEREST SWITCH PAYOFF FEATURE

The basis on which interest is calculated will automatically switch from (i) calculation of the Linked Interest Rate using Linked Interest₁ to (ii) calculation of the Linked Interest Rate using Linked Interest₂ if on (if Specified Dates is applicable) any Knock-out Interest Switch Observation Date, or (if American is applicable) at any time during the Knock-out Interest Switch Observation Period the Underlying_{KO} Value is within the relevant Range. The Underlying_{KO} Value reflects the price, level or rate of the Underlying_{KO} (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying_{KO} will therefore affect which Standard Payoff Condition or Combination Payoff Condition, as applicable, is used to calculate the Linked Interest Rate applicable to the Certificates. For the avoidance of doubt, a Knock-out Interest Switch can occur once only during the life of the Certificates. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combination Interest Payoff referred to for this Payoff Feature Condition.

3.1 Definitions and interpretation

For the purposes of these Knock-out Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

Combination Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Knock-out Interest Switch Date means the Interest Determination Date immediately following the occurrence of a Knock-out Interest Switch Event.

Knock-out Interest Switch Event means that the Underlying_{ko} Value is within the Range on (a) if Specified Dates is specified as applicable in the applicable Final Terms, any Knock-out Interest Switch Observation Date, or (b) if American is specified as applicable in the applicable Final Terms, at any time during the Knock-out Interest Switch Observation Period.

Knock-out Interest Switch Notice means a written notice given by the relevant Issuer to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) informing the Certificateholders of the occurrence of a Knock-out Interest Switch Event.

Knock-out Interest Switch Observation Date means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Knock-out Interest Switch Observation Period means the period specified as a Knock-out Interest Switch Observation Period in the applicable Final Terms.

Knock-out Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Knock-out Upper Limit means the percentage or number specified as such in the applicable Final Terms.

Linked Interest₁ means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

Linked Interest₂ means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

Linked Interest Rate has the meaning set out in General Condition 19 (*Definitions*).

Range means any one (only) of any one of Range₁, Range₂, Range₃, Range₄ or Range₅, as specified in the applicable Final Terms.

Range₁ means that on each Knock-out Interest Switch Observation Date or at any time during the Knock-out Interest Switch Observation Period (as the case may be), the Underlying_{ko} Value is greater than or equal to the Knock-out Lower Limit and lower than or equal to the Knock-out Upper Limit.

Range₂ means that on each Knock-out Interest Switch Observation Date or at any time during the Knock-out Interest Switch Observation Period (as the case may be), the Underlying_{ko} Value is greater than the Knock-out Lower Limit and lower than the Knock-out Upper Limit.

Range₃ means that on each Knock-out Interest Switch Observation Date or at any time during the Knock-out Interest Switch Observation Period (as the case may be), the Underlying_{ko} Value is greater than or equal to the Knock-out Lower Limit and lower than the Knock-out Upper Limit.

Range₄ means that on each Knock-out Interest Switch Observation Date or at any time during the Knock-out Interest Switch Observation Period (as the case may be), the Underlying_{ko} Value is greater than the Knock-out Lower Limit and lower than or equal to the Knock-out Upper Limit.

Range₅ means that on each Knock-out Interest Switch Observation Date or at any time during the Knock-out Interest Switch Observation Period (as the case may be), the Underlying_{ko} Value is less than the Knock-out Lower Limit or greater than the Knock-out Upper Limit.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Underlying_{ko} means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate specified in the applicable Final Terms.

Underlying_{ko} Value means, with respect to a Knock-out Interest Switch Observation Date:

- (a) in respect of an Underlying_{ko} which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying_{ko} which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying_{ko} which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying_{ko} which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying_{ko} which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying_{ko} Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying_{ko} Value (if any).

3.2 Methodology

If Knock-out Interest Switch Payoff Feature is specified to be applicable in the applicable Final Terms, the basis on which interest is calculated will automatically switch from Linked Interest₁ to Linked Interest₂ (a **Knock-out Interest Switch**) if during the life of the Certificates a Knock-out Interest Switch Event occurs. The relevant Issuer shall, as soon as reasonably practical following the occurrence of a Knock-out Interest Switch Event, deliver a Knock-out Interest Switch Notice. For the avoidance of doubt, a Knock-out Interest Switch can occur once only during the life of the Certificates.

The Linked Interest Rate applicable to the Certificates shall be determined by the Calculation Agent:

- (a) on each Interest Determination Date up to (but excluding) the Knock-out Interest Switch Date, in respect of each corresponding Interest Accrual Period (or, if a Knock-out Interest Switch Event has not occurred in accordance with these Knock-out Interest Switch Payoff Feature Conditions), in accordance with Linked Interest₁; and
- (b) on each Interest Determination Date from (and including) the Knock-out Interest Switch Date, in respect of each corresponding Interest Accrual Period, in accordance with Linked Interest₂.

Payoff Feature Conditions: Part A: Chapter 4: Knock-out Basket Interest Switch Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Knock-out Basket Interest Switch Payoff Feature to be applicable.

*The following terms and conditions (the **Knock-out Basket Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Knock-out Basket Interest Switch Payoff Feature (the **Knock-out Basket Interest Switch Payoff Feature**) is applicable. These Knock-out Basket Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Knock-out Basket Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

4 KNOCK-OUT BASKET INTEREST SWITCH PAYOFF FEATURE

The basis on which interest is calculated will automatically switch from (i) calculation of the Linked Interest Rate using Linked Interest₁ to (ii) calculation of the Linked Interest Rate using Linked Interest₂ if on (if Specified Dates is applicable) any Knock-out Basket Interest Switch Observation Date, or (if American is applicable) at any time during the Knock-out Basket Interest Switch Observation Period the Basket_{KO} Value is within the Range. Basket_{KO} Value means the sum of the individual products of Leverage_i and the Underlying Value of each Underlying_i observed on a relevant date. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying_i multiplied by the relevant leverage will therefore affect which Standard Payoff Condition or Combination Payoff Condition, as applicable, is used to calculate the Linked Interest Rate applicable to the Certificates. For the avoidance of doubt, a Knock-out Basket Interest Switch can occur once only during the life of the Certificates. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combination Interest Payoff referred to for this Payoff Feature Condition.

4.1 Definitions and interpretation

For the purposes of these Knock-out Basket Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

Basket_{KO} Value means, with respect to a Knock-out Basket Interest Switch Observation Date or at any time during the Knock-out Basket Interest Switch Observation Period, as applicable, $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$.

Combination Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Knock-out Basket Interest Switch Date means the Interest Determination Date immediately following the occurrence of a Knock-out Basket Interest Switch Event.

Knock-out Basket Interest Switch Event means that the Basket_{KO} Value is within the Range on (a) if Specified Dates is specified as applicable in the applicable Final Terms, any Knock-out Basket Interest Switch Observation Date, or (b) if American is specified as applicable in the applicable Final Terms, at any time during the Knock-out Basket Interest Switch Observation Period.

Knock-out Basket Interest Switch Notice means a written notice given by the relevant Issuer to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) informing the Certificateholders of the occurrence of a Knock-out Basket Interest Switch Event.

Knock-out Basket Interest Switch Observation Date means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Knock-out Basket Interest Switch Observation Period means the period specified as a Knock-out Basket Interest Switch Observation Period in the applicable Final Terms.

Knock-out Basket Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Knock-out Basket Upper Limit means the percentage or number specified as such in the applicable Final Terms.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Linked Interest Rate has the meaning set out in General Condition 19 (*Definitions*).

Linked Interest₁ means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

Linked Interest₂ means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

Linked Interest Rate has the meaning set out in General Condition 19 (*Definitions*).

Range means any one (only) of any one of Range₁, Range₂, Range₃, Range₄ or Range₅, as specified in the applicable Final Terms.

Range₁ means that on each Knock-out Basket Interest Switch Observation Date or at any time during the Knock-out Basket Interest Switch Observation Period (as the case may be), the Basket_{KO} Value is greater than or equal to the Knock-out Basket Lower Limit and lower than or equal to the Knock-out Basket Upper Limit.

Range₂ means that on each Knock-out Basket Interest Switch Observation Date or at any time during the Knock-out Basket Interest Switch Observation Period (as the case may be), the Basket_{KO} Value is greater than the Knock-out Basket Lower Limit and lower than the Knock-out Basket Upper Limit.

Range₃ means that on each Knock-out Basket Interest Switch Observation Date or at any time during the Knock-out Basket Interest Switch Observation Period (as the case may be), the Basket_{KO} Value is greater than or equal to the Knock-out Basket Lower Limit and lower than the Knock-out Basket Upper Limit.

Range₄ means that on each Knock-out Basket Interest Switch Observation Date or at any time during the Knock-out Basket Interest Switch Observation Period (as the case may be), the Basket_{KO} Value is greater than the Knock-out Basket Lower Limit and lower than or equal to the Knock-out Basket Upper Limit.

Range₅ means that on each Knock-out Basket Interest Switch Observation Date or at any time during the Knock-out Basket Interest Switch Observation Period (as the case may be), the Basket_{KO} Value is less than the Knock-out Basket Lower Limit or greater than the Knock-out Basket Upper Limit.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an *i* as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Knock-out Basket Interest Switch Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (a) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (b) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (c) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (d) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of an Underlying_i.

Σ means the sum of the values which follow in brackets.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Leverage_i and the Underlying Value_i for each *i*.

4.2 Methodology

If Knock-out Basket Interest Switch Payoff Feature is specified to be applicable in the applicable Final Terms, the basis on which interest is calculated will automatically switch from Linked Interest₁ to Linked Interest₂ (a **Knock-out Basket Interest Switch**) if during the life of the Certificates a Knock-out Basket Interest Switch Event occurs. The relevant Issuer shall, as soon as reasonably practical following the occurrence of a Knock-out Basket Interest Switch Event, deliver a Knock-out Basket Interest Switch Notice. For the avoidance of doubt, a Knock-out Basket Interest Switch can occur once only during the life of the Certificates.

The Linked Interest Rate applicable to the Certificates shall be determined by the Calculation Agent:

- (a) on each Interest Determination Date up to (but excluding) the Knock-out Basket Interest Switch Date, in respect of each corresponding Interest Accrual Period (or, if a Knock-out Basket Interest Switch Event has not occurred in accordance with these Knock-out Basket Interest Switch Payoff Feature Conditions), in accordance with Linked Interest₁; and
- (b) on each Interest Determination Date from (and including) the Knock-out Basket Interest Switch Date, in respect of each corresponding Interest Accrual Period, in accordance with Linked Interest₂.

Payoff Feature Conditions: Part A: Chapter 5: Target Interest Switch Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Target Interest Switch Payoff Feature to be applicable.

*The following terms and conditions (the **Target Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Target Interest Switch Payoff Feature (the **Target Interest Switch Payoff Feature**) is applicable. These Target Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Target Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

5 TARGET INTEREST SWITCH PAYOFF FEATURE

The basis on which interest is calculated will automatically switch from (i) calculation of the Linked Interest Rate using $Linked\ Interest_1$ to (ii) calculation of the Linked Interest Rate using $Linked\ Interest_2$ if a Target Interest Switch Event occurs. A Target Interest Switch Event occurs if the payment of the Interest Amount on an Interest Payment Date results in the aggregate of all Interest Amounts (paid in respect of the aggregate outstanding nominal amount of the Certificates (if a Global Certificate) or the product of the Calculation Amount and the Calculation Amount Factor (if a Definitive Certificate)) paid up to and including such Interest Payment Date is greater than or equal to the Aggregate Interest Amount Cap. For the avoidance of doubt, a Target Interest Switch can occur once only during the life of the Certificates. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combined Interest Payoff referred to for this Payoff Feature Condition.

5.1 Definitions and interpretation

For the purposes of these Target Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

Aggregate Interest Amount Cap means an amount in the Specified Currency per Calculation Amount specified as such in the applicable Final Terms which shall be multiplied by:

- (a) in the case of Certificates represented by a Global Certificate, the Global Certificate Calculation Amount Factor; or
- (b) in the case of a Certificate in definitive form, the Calculation Amount Factor.

Calculation Amount Factor has the meaning set out in General Condition 19 (*Definitions*).

Combination Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

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

Interest Amount has the meaning set out in General Condition 19 (*Definitions*).

Interest Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Linked Interest₁ means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

Linked Interest₂ means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

Linked Interest Rate has the meaning set out in General Condition 19 (*Definitions*).

Specified Currency has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Target Interest Switch Date means the Interest Payment Date on which a Target Interest Switch Event occurs.

Target Interest Switch Event means the payment of the Interest Amount on an Interest Payment Date results in the aggregate of all Interest Amounts (paid in respect of (a) in the case of Certificates represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor) paid in respect of the Certificates up to and including that Interest Payment Date being greater than or equal to the Aggregate Interest Amount Cap.

Target Interest Switch Notice means a written notice given by the relevant Issuer to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) informing the Certificateholders of the occurrence of a Target Interest Switch Event.

5.2 Methodology

If Target Interest Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the basis on which interest is calculated will automatically switch from Linked Interest₁ to Linked Interest₂ (**Target Interest Switch**) if during the life of the Certificates a Target Interest Switch Event occurs. The relevant Issuer shall, as soon as reasonably practicable following the occurrence of a Target Interest Switch Event, deliver a Target Interest Switch Notice. For the avoidance of doubt, a Target Interest Switch can occur once only during the life of the Certificates.

The Linked Interest Rate applicable to Certificates shall be determined by the Calculation Agent:

- (a) on each Interest Determination Date up to (and including) the Target Interest Switch Date, in respect of each corresponding Interest Accrual Period (or, if a Target Interest Switch Event has not occurred in accordance with these Target Interest Switch Payoff Feature Conditions), in accordance with Linked Interest₁,
- (b) on each Interest Determination Date from (but excluding) the Target Interest Switch Date, in respect of each corresponding Interest Accrual Period, in accordance with Linked Interest₂.

Payoff Feature Conditions: Part A: Chapter 6: Shout Option Performance Lock-in Interest Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Shout Option Performance Lock-in Interest Payoff Feature to be applicable.

*The following terms and conditions (the **Shout Option Performance Lock-in Interest Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Shout Option Performance Lock-in Interest Payoff Feature (the **Shout Option Performance Lock-in Interest Payoff Feature**) is applicable. These Shout Option Performance Lock-in Interest Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Shout Option Performance Lock-in Interest Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

6 SHOUT OPTION PERFORMANCE LOCK-IN INTEREST PAYOFF FEATURE

All Certificateholders acting together may request to fix the Underlying Value of each relevant Underlying for the purposes of the determination of the Linked Interest Rate applicable to the Certificates for the then current Interest Accrual Period at the Shout Option Performance Lock-in Level by delivering a notice on a Shout Option Performance Lock-in Expiry Date. The Issuer has discretion to decline such request or provide the relevant Shout Option Performance Lock-in Level. Each relevant Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The Certificateholders have an ability to request to fix the value of the Underlying used to calculate the Linked Interest Rate applicable to the Certificates on a particular date of its choice for the current Interest Accrual Period, although this is subject to the Issuer's discretion to decline such request. The Qualifying Certificateholders may exercise the Performance Lock-in Shout Option once only in respect of each Interest Accrual Period.

6.1 Definitions and interpretation

For the purposes of these Shout Option Performance Lock-in Interest Payoff Feature Conditions, the following terms shall have the following meanings:

Business Day has the meaning set out in General Condition 19 (*Definitions*).

Combination Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Combination Payoff Conditions has the meaning set out in General Condition 19 (*Definitions*).

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Linked Interest Rate has the meaning set out in General Condition 19 (*Definitions*).

Notice Deadline means the time specified as such in the applicable Final Terms.

Potential Shout Option Performance Lock-in Exercise Notice means, with respect to the then current Interest Accrual Period, a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating a Shout Option Performance Lock-in Date and requesting a Shout Option Performance Lock-in Level.

Qualifying Certificateholders means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

Shout Option Number means two (2) or such other number specified as such in the applicable Final Terms.

Shout Option Performance Lock-in Date means, with respect to the then current Interest Accrual Period, any Shout Option Performance Lock-in Expiry Date designated as such in the Potential Shout Option Performance Lock-in Exercise Notice.

Shout Option Performance Lock-in Expiry Date means any date that falls in an Interest Accrual Period provided such date falls not later than the date that is ten (10) Business Days, or such other number of Business Days specified in the applicable Final Terms, prior to the end of the relevant Interest Accrual Period.

Shout Option Performance Lock-in Level means, with respect to the then current Interest Accrual Period, the Underlying Value of each relevant Underlying calculated by the Calculation Agent in respect of the relevant Shout Option Performance Lock-in Date.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Payoff Conditions has the meaning set out in General Condition 19 (*Definitions*).

Underlying has the meaning set out in the relevant Standard Payoff Conditions or Combination Payoff Conditions (as the case may be) applicable to the Standard Interest Payoff or Combination Interest Payoff specified to be applicable in relation to the then current Interest Period in the applicable Final Terms.

Underlying Value has the meaning set out in the relevant Standard Payoff Conditions or Combination Payoff Conditions (as the case may be) applicable to the Standard Interest Payoff or Combination Interest Payoff specified to be applicable in relation to the then current Interest Period in the applicable Final Terms.

Underlying Value Notification means, with respect to a Potential Shout Option Performance Lock-in Exercise Notice, a written notice given by the relevant Issuer to the Qualifying Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) notifying the Qualifying Certificateholders (i) that it declines the request to provide a Shout Option Performance Lock-in Level for the relevant Shout Option Performance Lock-in Date or (ii) the Shout Option Performance Lock-in Level for the relevant Shout Option Performance Lock-in Date.

6.2 Methodology

If Shout Option Performance Lock-in Interest Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, request to fix the Underlying Value of each relevant Underlying for the purposes of the determination by the Calculation Agent of the Linked Interest Rate applicable to the Certificates in accordance with these Shout Option Performance Lock-in Interest Payoff Feature Conditions (the **Performance Lock-in Shout Option**).

The Qualifying Certificateholders may at their option, deliver a Potential Shout Option Performance Lock-in Exercise Notice on or before a Shout Option Performance Lock-in Expiry Date.

The relevant Issuer has discretion with respect to any Potential Shout Option Performance Lock-in Exercise Notice to (i) decline the request to provide a Shout Option Performance Lock-in Level for the relevant Shout Option Performance Lock-in Date if in its reasonable opinion the relevant Issuer or its hedging affiliate will not be able to execute the request because of market conditions, time of the request or other reasons (in which case the delivery of the Potential Shout Option Performance Lock-in Exercise Notice will not constitute exercise of the Performance Lock-in Shout Option), or (ii) provide a Shout Option Performance Lock-in Level for the relevant Shout Option Performance Lock-in Date (in which case the receipt of a corresponding Shout Option Exercise Notice (as defined below) will constitute exercise of the Performance Lock-in Shout Option). No later than one (1) hour prior to the final time at which the Underlying Value in relation to Linked Interest Certificates or Linked Redemption Certificates other than Inflation Linked Certificates is able to be determined in accordance

with the relevant Asset Conditions on the date of receipt of the Potential Shout Option Performance Lock-in Exercise Notice if the Potential Shout Option Performance Lock-in Exercise Notice is received before the Notice Deadline on that day or otherwise, no later than the Notice Deadline on the following Business Day, the relevant Issuer will deliver an Underlying Value Notification. In relation to Inflation Linked Certificate, no later than two (2) Business Days after receipt of the Potential Shout Option Performance Lock-in Exercise Notice, the relevant Issuer will deliver an Underlying Value Notification.

If in the Underlying Value Notification the relevant Issuer notifies the Qualifying Certificateholders of the Shout Option Performance Lock-in Level, the Qualifying Certificateholders will, at their option, no later than the date falling the Shout Option Number of Business Days after receipt of such Underlying Value Notification, deliver to the relevant Issuer (with a copy to the Principal Certificate Agent) a notice (a **Shout Option Exercise Notice**) confirming the exercise of the Performance Lock-in Shout Option following which, for the then current Interest Accrual Period, the Underlying Value of each relevant Underlying will be the Shout Option Performance Lock-in Level for the purposes of the determination by the Calculation Agent of the Linked Interest Rate applicable to the Certificates.

The Qualifying Certificateholders may exercise the Performance Lock-in Shout Option once only in respect of each Interest Accrual Period.

Payoff Feature Conditions: Part A: Chapter 7: Chooser Decay Interest Switch Option Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Chooser Decay Interest Switch Option Payoff Feature to be applicable.

*The following terms and conditions (the **Chooser Decay Interest Switch Option Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Chooser Decay Interest Switch Option Payoff Feature (the **Chooser Decay Interest Switch Option Payoff Feature**) is applicable. These Chooser Decay Interest Switch Option Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Chooser Decay Interest Switch Option Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

7 CHOOSER DECAY INTEREST SWITCH OPTION PAYOFF FEATURE

All Certificateholders acting together may elect to defer the payment and calculation of interest upon delivering a notice on or prior to a Deferral Option Exercise Date designating a Deferral Option Effective Date until (i) the Certificateholders acting together, elect to receive payment of interest in respect of specified Interest Determination Dates and corresponding Interest Periods upon delivering a notice on or prior to a Resumption Option Exercise Date designating a Resumption Option Reference Date and specifying Resumption Option Specified Effective Dates or (ii) the last Interest Determination Date. The Qualifying Certificateholders may exercise the Chooser Decay Deferral Option on any Deferral Option Exercise Date during the life of the Certificates and exercise the Chooser Decay Payment Option on any Resumption Option Exercise Date during the term of the Certificates. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combination Interest Payoff referred to for this Payoff Feature Condition.

7.1 Definitions and interpretation

For the purposes of these Chooser Decay Interest Switch Option Payoff Feature Conditions, the following terms shall have the following meanings:

Business Days has the meaning set out in General Condition 19 (*Definitions*).

Combination Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Deferral Option Effective Date means each Interest Determination Date on which the Chooser Decay Deferral Option will take effect, in accordance with these Chooser Decay Interest Switch Option Payoff Feature Conditions.

Deferral Option Exercise Date means the date that is ten (10) Business Days or such other number of Business Days specified in the applicable Final Terms prior to each proposed Deferral Option Effective Date.

Deferral Option Exercise Notice means a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating a Deferral Option Effective Date in respect of an Interest Period.

Final Payment Option Factor means a number determined by the Calculation Agent as:

$$Y + 1$$

Interest Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Interest Period has the meaning set out in General Condition 19 (*Definitions*).

Linked Interest means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

Linked Interest Rate has the meaning set out in the Terms and Conditions.

N, in respect of each Resumption Option Reference Date, means the number, if any, of previous Interest Periods corresponding to the Resumption Option Specified Effective Date specified in the Resumption Option Exercise Notice for that Resumption Option Reference Date.

Payment Option Factor means a number determined by the Calculation Agent as:

$$N + 1$$

Qualifying Certificateholders means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

Resumption Option Exercise Date means the date that is ten Business Days or such other number of Business Days specified in the applicable Final Terms prior to any Interest Determination Date specified in the applicable Final Terms.

Resumption Option Exercise Notice means a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating a Resumption Option Reference Date.

Resumption Option Reference Date means each Interest Determination Date designated as such in the relevant Resumption Option Exercise Notice.

Resumption Option Specified Effective Date means each Interest Determination Date previously designated a Deferral Option Effective Date that is specified as a Resumption Option Specified Effective Date in a Resumption Option Exercise Notice in respect of which the Qualifying Certificateholders elect to receive payment of interest in respect of the corresponding Interest Period.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Y means the number, if any, of previous Interest Periods for which no interest was paid because the corresponding Interest Determination Date was designated as a Deferral Option Effective Date and was not subsequently designated a Resumption Option Reference Date or specified as a Resumption Option Specified Effective Date.

7.2 Methodology

If Chooser Decay Interest Switch Option Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, elect to defer the payment and calculation of interest on the Certificates in respect of an Interest Period (the **Chooser Decay Deferral Option**) upon the Qualifying Certificateholders delivering a Deferral Option Exercise Notice on or prior to a Deferral Option Exercise Date designating a Deferral Option Effective Date. The Qualifying Certificateholders may exercise the Chooser Decay Deferral Option on any Deferral Option Exercise Date during the life of the Certificates.

The Qualifying Certificateholders may, at their option, elect to receive payment of interest on the Certificates in respect of an Interest Period for which a Deferral Option Effective Date was previously designated (the **Chooser Decay Payment Option**) upon the Qualifying Certificateholders delivering a Resumption Option Exercise Notice on or prior to a Resumption Option Exercise Date(s) designating Resumption Option Reference Date in respect of one or more Interest Periods for which no Resumption Option Reference Date has previously been designated. The Qualifying Certificateholders may exercise the Resumption Option on any Resumption Option Exercise Date during the term of the Certificates.

The last Interest Determination Date shall be deemed to be designated as a Resumption Option Reference Date, notwithstanding that the Qualifying Certificateholders have not delivered a Chooser Decay Payment Option Exercise Notice.

The Linked Interest Rate applicable to the Certificates shall be:

- (a) determined by the Calculation Agent on each Interest Determination Date up to (but excluding) the first Deferral Option Effective Date and each subsequent Interest Determination Date which has not been designated as a Deferral Option Effective Date, a Resumption Option Reference Date or specified as a Resumption Option Specified Effective Date (or, if the Qualifying Certificateholders have not delivered a Deferral Option Exercise Notice, each Interest Determination Date), in accordance with the Linked Interest;
- (b) in respect of each Deferral Option Effective Date, 0;
- (c) in respect of each Resumption Option Reference Date designated by a Resumption Option Exercise Notice, in accordance with the Linked Interest multiplied by the Payment Option Factor; and
- (d) in respect of the last Interest Determination Date deemed to be designated as a Resumption Option Reference Date, in accordance with the Linked Interest multiplied by the Final Payment Option Factor.

Payoff Feature Conditions: Part A: Chapter 8: Memory Option Interest Switch Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Memory Option Interest Switch Payoff Feature to be applicable.

*The following terms and conditions (the **Memory Option Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Memory Option Interest Switch Payoff Feature (the **Memory Option Interest Switch Payoff Feature**) is applicable. These Memory Option Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Memory Option Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

8 MEMORY OPTION INTEREST SWITCH PAYOFF FEATURE

The Interest Amount payable on an Interest Payment Date shall be equal to, if the interest amount payable in respect of an Interest Period calculated in accordance with the Linked Interest and the applicable Conditions, prior to application of the Memory Option Interest Switch Payoff Feature is (i) greater than zero (0), then at the amount payable in respect of the relevant Interest Period calculated using the Linked Interest multiplied by 1 plus the number (if any) of previous consecutive Interest Payment Dates for which no interest amount was paid, or (ii) less than or equal to zero (0), then zero (0). You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combination Interest Payoff referred to for this Payoff Feature Condition.

8.1 Definitions and interpretation

For the purposes of these Memory Option Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

$>$ means, when placed between two values, that the value before the symbol is greater than the value following the symbol. For example, $X > Y$ means component X is greater than component Y.

\leq means, when placed between two values, that the value before the symbol is less than or equal to the value following the symbol. For example, $X \leq Y$ means component X is less than or equal to component Y.

Combination Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Interest Amount has the meaning set out in General Condition 19 (*Definitions*).

Interest Payment Date has the meaning set out in General Condition 19 (*Definitions*).

Interest Period has the meaning set out in General Condition 19 (*Definitions*).

Linked Interest means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

Linked Interest Rate has the meaning set out in General Condition 19 (*Definitions*).

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Unadjusted Interest Amount means the Interest Amount payable in respect of an Interest Period calculated in accordance with the Linked Interest and the applicable Conditions, prior to application of this Memory Option Interest Switch Payoff Feature.

Y means the number, if any, of previous consecutive Interest Periods for which the Interest Amount was 0 and in respect of which no interest was subsequently paid.

8.2 Methodology

If Memory Option Interest Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the Interest Amount payable on an Interest Payment Date shall be calculated as follows:

- (a) if the Unadjusted Interest Amount > 0 , the Unadjusted Interest Amount $\times (Y+1)$; or
- (b) if the Unadjusted Interest Amount ≤ 0 , 0.

Payoff Feature Conditions: Part A: Chapter 9: Flexi Option Interest Switch Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Flexi Interest Switch Option Interest Payoff Feature to be applicable.

*The following terms and conditions (the **Flexi Option Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Flexi Option Interest Switch Payoff Feature (the **Flexi Option Interest Switch Payoff Feature**) is applicable. These Flexi Option Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Flexi Option Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

9 FLEXI OPTION INTEREST SWITCH PAYOFF FEATURE

All Certificateholders acting together may elect to switch the basis on which interest is calculated for an Interest Accrual Period from (i) calculation of the Linked Interest Rate using Linked Interest₁ to (ii) calculation of the Linked Interest Rate using Linked Interest₂. The Certificateholders may exercise this option the Flexi Interest Switch Option Number of times during the life of the Certificates and after this the Linked Interest Rate will be automatically switched to become Flexi Interest Switch Fixed Rate. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combination Interest Payoff referred to for this Payoff Feature Condition.

9.1 Definitions and interpretation

For the purposes of these Flexi Option Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

Business Day has the meaning set out in General Condition 19 (*Definitions*).

Combination Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

Flexi Interest Switch Date means each Interest Determination Date on which the Flexi Interest Switch Option will take effect, in accordance with these Flexi Option Interest Switch Payoff Feature Conditions.

Flexi Interest Switch Fixed Rate means the percentage or number specified as such in the applicable Final Terms.

Flexi Interest Switch Exercise Notice means a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating the immediately following Interest Determination Date as a Flexi Interest Switch Date.

Flexi Switch Notice Exercise Date means a date that is ten (10) Business Days, or such other number of Business Days as specified in the applicable Final Terms, prior to each proposed Flexi Interest Switch Date.

Flexi Interest Switch Option Number means the number specified as such in the applicable Final Terms.

Interest Accrual Period has the meaning set out in General Condition 19 (*Definitions*).

Interest Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Linked Interest₁ means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

Linked Interest₂ means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

Linked Interest Rate has the meaning set out in General Condition 19 (*Definitions*).

Qualifying Certificateholders means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

Standard Interest Payoff has the meaning set out in General Condition 19 (*Definitions*).

9.2 Methodology

If Flexi Option Interest Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, elect to switch the basis on which interest is calculated for an Interest Accrual Period from Linked Interest₁ to Linked Interest₂ (the **Flexi Interest Switch Option**) upon the Qualifying Certificateholders delivering a Flexi Interest Switch Exercise Notice on or prior to a Flexi Switch Notice Exercise Date designating the immediately following Interest Determination Date as a Flexi Interest Switch Date. The Qualifying Certificateholders may exercise the Flexi Interest Switch Option on such number of occasions equal to the Flexi Interest Switch Option Number during the life of the Certificates. Following exercise by the Qualifying Certificateholders of the Flexi Interest Switch Option on such number of occasions equal to the Flexi Interest Switch Option Number, the Linked Interest Rate will automatically become the Flexi Interest Switch Fixed Rate with effect from the Interest Determination Date in respect of the corresponding Interest Accrual Period immediately following the Interest Determination Date on which the relevant Issuer has received the Flexi Interest Switch Option Number of Flexi Interest Switch Exercise Notices.

The Linked Interest Rate applicable to the Certificates shall be:

- (a) determined by the Calculation Agent on each Interest Determination Date which is not designated as a Flexi Interest Switch Date (or if the Qualifying Certificateholders have not delivered a valid Flexi Interest Switch Exercise Notice, each Interest Determination Date), in accordance with the Linked Interest₁;
- (b) in respect of each Interest Determination Date in respect of which the relevant Issuer has received a valid Flexi Interest Switch Exercise Notice designating the Interest Determination Date a Flexi Interest Switch Date (provided that the relevant Issuer has not received more than, in aggregate, the Flexi Interest Switch Option Number of Flexi Interest Switch Exercise Notices), in accordance with Linked Interest₂; and
- (c) in respect of each Interest Determination Date immediately following the Interest Determination Date in respect of which the relevant Issuer has received, in aggregate, the Flexi Interest Switch Option Number of Flexi Interest Switch Exercise Notices (if any), equal to the Flexi Interest Switch Fixed Rate.

Payoff Feature Conditions: Part A: Chapter 10: Pelican Option Interest Switch Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Pelican Option Interest Switch Payoff Feature to be applicable.

*The following terms and conditions (the **Pelican Option Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Pelican Option Interest Switch Payoff Feature (the **Pelican Option Interest Switch Payoff Feature**) is applicable. These Pelican Option Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Pelican Option Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

10 PELICAN OPTION INTEREST SWITCH PAYOFF FEATURE

The Interest Amount payable on any Interest Payment Date shall be subject to a maximum equal to the Cap. The amount (if any) by which that interest amount (prior to the application of the Cap) for an Interest Period exceeds the Cap (being the Interest Amount Excess Amount) shall be notionally allocated to the Reserve. If the amount calculated in respect of an Interest Period gives rise to an amount that is less than the Cap (being the Interest Amount Shortfall Amount), then the amount paid will be topped up by the lesser of (i) the Interest Amount Shortfall Amount and (ii) the amount notionally credited to the Reserve (being the Interest Amount Top Up Amount). For the avoidance of doubt, Certificateholders shall not be entitled to receive any amount notionally credited to the Reserve after the payment of interest calculated in accordance with the Conditions in respect of the final Interest Period.

10.1 Definitions and interpretation

For the purposes of these Pelican Option Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

Calculation Amount Factor has the meaning set out in General Condition 19 (*Definitions*).

Cap means the number per Calculation Amount specified as such in the applicable Final Terms which shall be multiplied by:

- (a) in the case of Certificates represented by a Global Certificate, the Global Certificate Calculation Amount Factor; or
- (b) in the case of a Certificate in definitive form, the Calculation Amount Factor.

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

Interest Amount has the meaning set out in General Condition 19 (*Definitions*).

Interest Amount Excess Amount means, in respect of the Interest Amount calculated (prior to the application of the Cap) in respect of an Interest Period, the amount (if any) by which that amount exceeds the Cap, as determined by the Calculation Agent.

Interest Amount Shortfall Amount means, in respect of the Interest Amount calculated in respect of an Interest Period, the amount (if any) by which that amount is less than the Cap, as determined by the Calculation Agent.

Interest Amount Top Up Amount means, in respect of an Interest Amount in respect of which an Interest Amount Shortfall Amount has been determined, an amount equal to the lesser of: (a) that Interest Amount Shortfall Amount; and (b) the amount notionally credited to the Reserve.

Interest Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Interest Payment Date has the meaning set out in General Condition 19 (*Definitions*).

Interest Period has the meaning set out in General Condition 19 (*Definitions*).

Reserve means a notional reserve which, at any time, equals the aggregate of each Interest Amount Excess Amount (if any) less the aggregate of each Interest Amount Top Up Amount (if any), subject to a minimum of zero (0). For the avoidance of doubt, the amount notionally credited to the Reserve shall not accrue or be deemed to accrue any interest.

10.2 Methodology

If Pelican Option Interest Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the Interest Amount payable in respect of the Certificates on any Interest Payment Date will be subject to a maximum equal to the Cap. Each Interest Amount Excess Amount shall be notionally credited to the Reserve. If the Interest Amount calculated in respect of an Interest Period gives rise to an Interest Amount Shortfall Amount, then an amount equal to the Interest Amount Top Up Amount shall be notionally transferred from the Reserve, and shall form part of the Interest Amount payable in respect of the relevant Interest Period, and the amount notionally credited to the Reserve shall be reduced accordingly.

For the avoidance of doubt, Certificateholders shall not be entitled to receive any amount notionally credited to the Reserve after the payment of interest calculated in accordance with the Conditions in respect of the final Interest Period.

Payoff Feature Conditions: Part A: Chapter 11: Dual Currency (Interest) Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Dual Currency (Interest) Payoff Feature to be applicable.

*The following terms and conditions (the **Dual Currency (Interest) Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Dual Currency (Interest) Payoff Feature (the **Dual Currency (Interest) Payoff Feature**) is applicable. These Dual Currency (Interest) Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Dual Currency (Interest) Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

11 DUAL CURRENCY (INTEREST) PAYOFF FEATURE

If Dual Currency (Interest) Payoff Feature is applicable the interest amounts (if any) will be paid in any one of the Interest Currencies.

11.1 Definitions and interpretation

For the purposes of these Dual Currency (Interest) Payoff Feature Conditions, the following terms shall have the following meanings:

Dual Currency Method means (i) if ‘multiplication’ is specified in the applicable Final Terms, multiplying the Interest Amount by the relevant Dual Currency (Interest) Exchange Rate or (ii) if ‘division’ is specified in the applicable Final Terms, dividing the Interest Amount by the relevant Dual Currency (Interest) Exchange Rate.

Dual Currency (Interest) Exchange Rate means, with respect to an Interest Currency, the rate of exchange of one currency for another currency expressed as a number of units of the Specified Currency per unit of the Interest Currency which appears on the relevant FX Price Source at the relevant time, specified in the applicable Final Terms.

FX Price Source means, with respect to a Dual Currency (Interest) Exchange Rate, the price source(s) specified in the applicable Final Terms or, if the relevant rate is not published or announced at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

Interest Amount has the meaning set out in General Condition 19 (*Definitions*).

Interest Currency means each currency specified as such in the applicable Final Terms.

Interest Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Interest Payment Date has the meaning set out in General Condition 19 (*Definitions*).

11.2 Methodology

If Dual Currency (Interest) Payoff Feature is specified as applicable in the applicable Final Terms, the amount payable on each Interest Payment Date will be payable in any one of the Interest Currencies. The Calculation Agent will determine the amount to be paid in accordance with the Dual Currency Method on the relevant Interest Determination Date.

Payoff Feature Conditions: Part A: Chapter 12: Credit Event Contingency Interest Switch Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Credit Event Contingency Interest Switch Payoff Feature to be applicable.

*The following terms and conditions (the **Credit Event Contingency Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Credit Event Contingency Interest Switch Payoff Feature (the **Credit Event Contingency Interest Switch Payoff Feature**) is applicable. These Credit Event Contingency Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Credit Event Contingency Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

12 CREDIT EVENT CONTINGENCY INTEREST SWITCH PAYOFF FEATURE

If the Calculation Agent determines an Event Determination Date has occurred with respect to the Reference Entity, interest shall cease to accrue with effect from (and including) the Interest Accrual Cessation Date. Credit Events that may or may not happen in respect of the Reference Entity may affect if interest is payable. You should also refer to the Credit Linked Conditions for an explanation of how to determine if an Event Determination Date has occurred.

12.1 Definitions and interpretation

For the purposes of these Credit Event Contingency Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

Cash Settlement has the meaning set out in the Credit Linked Conditions.

Credit Event has the meaning set out in the Credit Linked Conditions.

Credit Event Contingency Notice means a written notice specifying the occurrence of an Event Determination Date with respect to the Reference Entity and the Interest Accrual Cessation Date.

Credit Linked Conditions means the Credit Linked Conditions set out in Annex 2 (*Credit Linked Conditions*).

Event Determination Date has the meaning set out in the Credit Linked Conditions.

Interest Accrual Cessation Date means:

- (a) the Interest Payment Date immediately preceding such Event Determination Date (or, if the Event Determination Date occurs during the first Interest Period, the Interest Commencement Date); or
- (b) the Event Determination Date,

as specified as applicable in the applicable Final Terms.

Obligations has the meaning set out in the Credit Linked Conditions.

Reference Entity has the meaning set out in the Credit Linked Conditions.

Single Reference Entity CLC has the meaning set out in the Credit Linked Conditions.

12.2 Methodology

If Credit Event Contingency Interest Switch Payoff Feature is specified in the applicable Final Terms to be applicable, if the Calculation Agent determines that an Event Determination Date has occurred with respect to the Reference Entity, interest shall cease to accrue with effect from (and including) the Interest Accrual Cessation Date.

As soon as reasonably practicable after the occurrence of an Event Determination Date, the Calculation Agent shall deliver a Credit Event Contingency Notice to the relevant Issuer and the relevant Issuer shall, as soon as reasonably practicable after receipt of such notice, deliver a Credit Event Contingency Notice to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*).

For the avoidance of doubt, the Credit Linked Conditions are referred to in these Credit Event Contingency Interest Switch Payoff Feature Conditions only for the purposes of construing the terms “Event Determination Date” and “Reference Entity” and are not otherwise referred to, and shall not apply, for the purposes of the terms and conditions applicable to the early redemption or final redemption of the Certificates.

For the purposes of the construction of the terms “Event Determination Date” and “Reference Entity” in accordance with the foregoing paragraph, such terms should be construed as if:

- (a) unless otherwise provided in these Credit Event Contingency Interest Switch Payoff Feature Conditions, any relevant notices were deemed to be given by the relevant party on the first possible date after the occurrence of the relevant event or the making of the relevant determination;
- (b) Cash Settlement were specified to apply; and
- (c) the Certificates were Single Reference Entity CLCs.

The Calculation Agent shall determine whether an Event Determination Date has occurred by reference to the Reference Entity, the Obligations and the Credit Events specified in the applicable Final Terms.

Payoff Feature Conditions: Part A: Chapter 13: Reset Option Interest Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Reset Option Interest Payoff Feature to be applicable.

*The following terms and conditions (the **Reset Option Interest Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Reset Option Interest Payoff Feature (the **Reset Option Interest Payoff Feature**) is applicable. These Reset Option Interest Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Reset Option Interest Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

13 RESET OPTION INTEREST PAYOFF FEATURE

The Qualifying Certificateholders may request to change the basis on which interest is calculated. Following receipt of such request, the Issuer will notify the Qualifying Certificateholders of the manner in which it would propose to change the basis on which interest is calculated and the Qualifying Certificateholders may agree with the Issuer in implementing such changes, or not. There is no guarantee that any change in the basis on which interest is calculated will be beneficial for Certificateholders.

13.1 Definitions and interpretation

For the purposes of these Reset Option Interest Payoff Feature Conditions, the following terms shall have the following meanings:

Business Day has the meaning set out in General Condition 19 (*Definitions*).

Interest Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Potential Switch Notice means a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) requesting a change to the basis on which interest is calculated to be applicable for the next Interest Accrual Period and each subsequent Interest Accrual Period until the Qualifying Certificateholders deliver another Potential Switch Notice (if any), in each case confirmed pursuant to a Reset Switch Notice.

Qualifying Certificateholders means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

Reset Notification means, with respect to any Potential Switch Notice, a written notice given by the relevant Issuer to the Qualifying Certificateholders in accordance with General Condition 11 (*Notices*) notifying the Qualifying Certificateholders of the manner in which it would propose to change the basis on which interest is calculated.

Reset Notification Date means the number of Business Days, as specified in the applicable Final Terms, after receipt of any Potential Switch Notice by the Issuer.

Reset Notification Time means the time specified as such in the applicable Final Terms.

Reset Notice Date means the date that is such number of Business Days as specified in the applicable Final Terms prior to the relevant Interest Determination Dates, as specified in the applicable Final Terms.

Reset Notice Time means the time specified as such in the applicable Final Terms.

Reset Option Number means the number specified as the Reset Option Number in the applicable Final Terms.

Reset Switch Date means, with respect to a valid Reset Switch Notice, the date on which the changes to the basis for calculating interest will take effect, which shall be the first day of the Interest Accrual Period falling immediately after the receipt by the Issuer of such valid Reset Switch Notice, in accordance with these Reset Option Interest Payoff Feature Conditions.

Reset Switch Notice has the meaning set out in Reset Option Interest Payoff Feature Condition 13.2 (*Methodology*).

13.2 Methodology

If Reset Option Interest Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, elect to switch the basis on which interest is calculated in accordance with these Reset Option Interest Payoff Feature Conditions (the **Reset Option**).

The Qualifying Certificateholders may, at their option, deliver a Potential Switch Notice (with a copy to the Principal Certificate Agent) on any Business Day on or prior to a Reset Notice Date. A Potential Switch Notice must include (a) evidence reasonably satisfactory to the Issuer of the relevant Certificateholder's holding of the Certificates to which the Potential Switch Notice relates and (b) confirmation from the relevant clearing system that such Certificates are blocked in the relevant Certificateholder's account together with the Certificateholder's undertaking that such Certificates shall remain so blocked until two Business Days after the date on which a Reset Notification is delivered by the Issuer.

If the Potential Switch Notice is received by the Issuer prior to the Reset Notice Time on the relevant Business Day, the Issuer will deliver a Reset Notification no later than the Reset Notification Time on that Business Day, otherwise, the Issuer will deliver a Reset Notification no later than the Reset Notice Time on the next following Business Day. If the Reset Notice Time or Reset Notification Time is specified as 'Not Applicable' in the applicable Final Terms, no later than two (2) Business Days after receipt of the Potential Switch Notice, the relevant Issuer will deliver a Reset Notification.

The Qualifying Certificateholders will, at their option, no later than two (2) Business Days after receipt of the Reset Notification, deliver to the relevant Issuer (with a copy to the Principal Certificate Agent) a notice (a **Reset Switch Notice**) confirming the exercise of the Reset Option, following which the basis for calculating interest set out in the Reset Notification will apply to the Certificates in respect of the next Interest Accrual Period and each subsequent Interest Accrual Period until the Qualifying Certificateholders deliver another Potential Switch Notice (if any).

The Qualifying Certificateholders may exercise the Reset Option Interest Payoff Feature the Reset Option Number of occasions during the life of the Certificates. For the avoidance of doubt, following the exercise by the Qualifying Certificateholders of the Reset Option on such number of occasions equal to the Reset Option Number of times, the interest applicable to the Certificates will be calculated in accordance with the last validly exercised Reset Option.

Accordingly, if a Reset Switch Date occurs, the interest applicable to the Certificates and applicable to the Interest Accrual Period from (and including) such Reset Switch Date and for each subsequent Interest Accrual Period shall be determined by the Calculation Agent in accordance with the basis for calculating interest set out in the relevant Reset Notification, subject to any further exercise by the Qualifying Certificateholders in accordance with these Reset Option Interest Payoff Feature Conditions.

Payoff Feature Conditions: Part A: Chapter 14: Single Interest Payment Date Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Single Interest Payment Date Payoff Feature to be applicable.

*The following terms and conditions (the **Single Interest Payment Date Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Single Interest Payment Date Payoff Feature (the **Single Interest Payment Date Payoff Feature**) is applicable. These Single Interest Payment Date Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Single Interest Payment Date Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms. You should also refer to the relevant Conditions for an explanation of how to calculate the Interest Amount.

14 SINGLE INTEREST PAYMENT DATE PAYOFF FEATURE

The sum of all Interest Amounts (if any) will be paid on the Single Interest Payment Date. For the avoidance of doubt, the investor will not be entitled to any interest on any Interest Amount determined on an Interest Determination Date for the relevant Interest Period provided that the Single Interest Amount is paid in full on the Single Interest Payment Date.

14.1 Definitions and interpretation

For the purposes of these Single Interest Payment Date Payoff Feature Conditions, the following terms shall have the following meanings:

Interest Amount has the meaning set out in General Condition 19 (Definitions).

Interest Determination Date has the meaning set out in General Condition 19 (Definitions).

Interest Payment Date has the meaning set out in General Condition 19 (Definitions).

Single Interest Payment Date means the date specified as such in the applicable Final Terms.

14.2 Methodology

If Single Interest Payment Date Payoff Feature is specified in the applicable Final Terms to be applicable, notwithstanding that multiple Interest Payment Dates are specified in the Final Terms and used in the determination of the Interest Amount, (a) each Interest Amount will not be paid on the relevant Interest Payment Date, and (b) an amount equal to the sum of all Interest Amounts (the **Single Interest Amount**) will be paid on the Single Interest Payment Date. For the avoidance of doubt, the investor will not be entitled to any interest on any Interest Amount determined on an Interest Determination Date for the relevant Interest Period provided that the Single Interest Amount is paid in full on the Single Interest Payment Date.

Payoff Feature Conditions: Part B: Chapter 1: Global Cap Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Global Cap Payoff Feature to be applicable.

*The following terms and conditions (the **Global Cap Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Global Cap Payoff Feature (the **Global Cap Payoff Feature**) is applicable. These Global Cap Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Global Cap Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

1 GLOBAL CAP PAYOFF FEATURE

The amount payable on the Redemption Date or an Instalment Date may be reduced by (in the case of the Final Redemption Amount) an amount equal to the Global Cap Amount or (in the case of each Instalment Redemption Amount) the Instalment Cap. The value of an underlying may therefore affect the amount payable on the Redemption Date or an Instalment Date, as the case may be, if the interest amounts are calculated by reference to the value of an underlying.

1.1 Definitions and interpretation

For the purposes of these Global Cap Payoff Feature Conditions, the following terms shall have the following meanings:

Σ Previous Coupons means the sum of all Interest Amounts (paid in respect of (a) in the case of Certificates represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor) calculated up to and including the Redemption Date or the relevant Instalment Date, as the case may be.

Calculation Amount Factor has the meaning set out in General Condition 19 (*Definitions*).

Final Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Global Cap Amount means an amount determined by the Calculation Agent in accordance with the following formula:

$$\text{Max}(0, \Sigma \text{ Previous Coupons} - \text{Strike Price})$$

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

Instalment Cap means, (i) in respect of the first Instalment Redemption Amount, the Global Cap Amount and (ii) in respect of each subsequent Instalment Redemption Amount, an amount equal to the Global Cap Amount minus the aggregate of all amounts that have been deducted from all previous Instalment Redemption Amounts pursuant to Global Cap Payoff Feature Condition 1.2(b), subject to a minimum of zero (0).

Instalment Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Instalment Date has the meaning set out in General Condition 19 (*Definitions*).

Interest Amount has the meaning set out in General Condition 19 (*Definitions*).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example $\text{Max}(X,Y)$ means whichever is the greater of component X and component Y.

Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Specified Currency has the meaning set out in General Condition 19 (*Definitions*).

Strike Price means an amount in the Specified Currency per Calculation Amount specified as such in the applicable Final Terms which shall be multiplied by:

- (a) in the case of Certificates represented by a Global Certificate, the Global Certificate Calculation Amount Factor; or
- (b) in the case of a Certificate in definitive form, the Calculation Amount Factor.

1.2 Methodology

If Global Cap Payoff Feature is specified in the applicable Final Terms to be applicable

- (a) the Final Redemption Amount shall be an amount calculated following the subtraction of an amount equal to the Global Cap Amount, subject to a minimum of zero; or
- (b) each Instalment Redemption Amount shall be an amount calculated following the subtraction of an amount equal to the Instalment Cap, subject to a minimum of zero.

Payoff Feature Conditions: Part B: Chapter 2: Global Floor Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Global Floor Payoff Feature to be applicable.

*The following terms and conditions (the **Global Floor Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Global Floor Payoff Feature (the **Global Floor Payoff Feature**) is applicable. These Global Floor Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Global Floor Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

2 GLOBAL FLOOR PAYOFF FEATURE

The amount payable on the Redemption Date or the final Instalment Date, as the case may be, may be increased by an amount equal to the Global Floor Amount. The value of an underlying may therefore affect the amount payable on the Redemption Date or the final Instalment Date, as the case may be, if the interest amounts are calculated by reference to the value of an underlying.

2.1 Definitions and interpretation

For the purposes of these Global Floor Payoff Feature Conditions, the following terms shall have the following meanings:

Σ Previous Coupons means the sum of all Interest Amounts (paid in respect of (a) in the case of Certificates represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor) calculated up to and including the Redemption Date or the final Instalment Date, as the case may be.

Calculation Amount Factor has the meaning set out in General Condition 19 (*Definitions*).

Final Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Global Floor Amount means an amount determined by the Calculation Agent in accordance with the following formula:

$$\text{Max}(0, \text{Strike Price} - \Sigma \text{Previous Coupons})$$

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

Instalment Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Instalment Date has the meaning set out in General Condition 19 (*Definitions*).

Interest Amount has the meaning set out in General Condition 19 (*Definitions*).

Max means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Specified Currency has the meaning set out in General Condition 19 (*Definitions*).

Strike Price means an amount in the Specified Currency per Calculation Amount specified as such in the applicable Final Terms which shall be multiplied by:

- (a) in the case of Certificates represented by a Global Certificate, the Global Certificate Calculation Amount Factor; or
- (b) in the case of a Certificate in definitive form, the Calculation Amount Factor.

2.2 Methodology

If Global Floor Payoff Feature is specified in the applicable Final Terms to be applicable the Final Redemption Amount or final Instalment Redemption Amount, as the case may be, shall be an amount calculated following the addition of an amount equal to the Global Floor Amount.

Payoff Feature Conditions: Part B: Chapter 3: Dual Currency (Redemption) Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Dual Currency (Redemption) Payoff Feature to be applicable.

*The following terms and conditions (the **Dual Currency (Redemption) Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Dual Currency (Redemption) Payoff Feature (the **Dual Currency (Redemption) Payoff Feature**) is applicable. These Dual Currency (Redemption) Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Dual Currency (Redemption) Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

3 DUAL CURRENCY (REDEMPTION) PAYOFF FEATURE

If Dual Currency (Redemption) Payoff Feature is applicable the amount payable on redemption will be payable in any one of the applicable Redemption Currencies.

3.1 Definitions and interpretation

For the purposes of these Dual Currency (Redemption) Payoff Feature Conditions, the following terms shall have the following meanings:

Dual Currency Method means (i) if ‘multiplication’ is specified in the applicable Final Terms, multiplying the Final Redemption Amount, Early Redemption Amount or Instalment Redemption Amount, as the case may be, by the relevant Dual Currency (Redemption) Exchange Rate or (ii) if ‘division’ is specified in the applicable Final Terms, dividing the Final Redemption Amount, Early Redemption Amount or Instalment Redemption Amount, as the case may be, by the relevant Dual Currency (Redemption) Exchange Rate.

Dual Currency (Redemption) Exchange Rate means, with respect to a Redemption Currency, the rate of exchange of one currency for another currency expressed as a number of units of the Specified Currency per unit of the Redemption Currency which appears on the relevant FX Price Source at the relevant time, specified in the applicable Final Terms.

Early Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Final Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

FX Price Source means, with respect to a Dual Currency (Redemption) Exchange Rate, the price source(s) specified in the applicable Final Terms or, if the relevant rate is not published or announced at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

Instalment Date has the meaning set out in General Condition 19 (*Definitions*).

Instalment Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Redemption Currency means, with respect to a Redemption Date, an Early Redemption Date or an Instalment Date, as the case may be, each currency specified as such in the applicable Final Terms.

Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Specified Currency has the meaning set out in General Condition 19 (*Definitions*).

3.2 Methodology

If Dual Currency (Redemption) Payoff Feature is specified in the applicable Final Terms as applicable, the amount payable on the Redemption Date, Early Redemption Date or Instalment Date, as the case may be, will be payable in any one of the applicable Redemption Currencies. The Calculation Agent will determine the amount to be paid in accordance with the Dual Currency Method on the relevant date on which the Final Redemption Amount, Early Redemption Amount or each Instalment Redemption Amount, as the case may be, is to be determined.

Payoff Feature Conditions: Part B: Chapter 4: Investor Redemption Switch Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Investor Redemption Switch Payoff Feature to be applicable.

*The following terms and conditions (the **Investor Redemption Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Investor Redemption Switch Payoff Feature (**Investor Redemption Switch Payoff Feature**) is applicable. These Investor Redemption Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Investor Redemption Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

4 INVESTOR REDEMPTION SWITCH PAYOFF FEATURE

All Certificateholders acting together may at their option (once during the life of the Certificates) elect to switch the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated from (i) calculation of the Redemption Payoff using Linked Redemption₁ to (ii) calculation of the Redemption Payoff using Linked Redemption₂, by sending a notice on or prior to an Investor Redemption Switch Expiry Date. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff or Combination Redemption Payoff referred to for this Payoff Feature Condition.

4.1 Definitions and interpretation

For the purposes of these Investor Redemption Switch Payoff Feature Conditions, the following terms shall have the following meanings:

Business Day has the meaning set out in General Condition 19 (*Definitions*).

Combination Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Final Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Instalment Date has the meaning set out in General Condition 19 (*Definitions*).

Instalment Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Investor Redemption Switch Date means the Redemption Determination Date on which the Investor Redemption Switch Option will take effect, which shall be the Redemption Determination Date immediately following receipt by the Issuer of an Investor Redemption Switch Notice given in accordance with these Investor Redemption Switch Payoff Feature Conditions.

Investor Redemption Switch Expiry Date means the date that is ten (10) Business Days, or such other number of Business Days specified in the applicable Final Terms, prior to the relevant Redemption Determination Date.

Investor Redemption Switch Notice means a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating the exercise of the Investor Redemption Switch Option on the Investor Redemption Switch Date.

Linked Redemption₁ means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

Linked Redemption₂ means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

Qualifying Certificateholders means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

4.2 Methodology

If Investor Redemption Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, elect to switch the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated from Linked Redemption₁ to Linked Redemption₂ (the **Investor Redemption Switch Option**) upon the Qualifying Certificateholders delivering an Investor Redemption Switch Notice on or prior to an Investor Redemption Switch Expiry Date designating the exercise of the Investor Redemption Switch Option, provided that no Investor Redemption Switch Notice may be given on or after the occurrence of an Early Redemption Date. The Qualifying Certificateholders may exercise the Investor Redemption Switch Option once only during the life of the Certificates.

Accordingly, the Redemption Payoff applicable to the Certificates in respect of the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, shall be determined by the Calculation Agent:

- (a) in the case of Certificates (other than Instalment Certificates), if the Qualifying Certificateholders have not delivered a valid Investor Redemption Switch Notice in accordance with these Investor Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption₁;
- (b) in the case of Certificates (other than Instalment Certificates), if the Qualifying Certificateholders have delivered a valid Investor Redemption Switch Notice in accordance with these Investor Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption₂;
- (c) in the case of Instalment Certificates, on each Redemption Determination Date up to (but excluding) the Investor Redemption Switch Date, in respect of each corresponding Instalment Date (or, if the Qualifying Certificateholders have not delivered a valid Investor Redemption Switch Notice in accordance with these Investor Redemption Switch Payoff Feature Conditions), in accordance with Linked Redemption₁; or
- (d) in the case of Instalment Certificates, on each Redemption Determination Date from (and including) the Investor Redemption Switch Date, in respect of each corresponding Instalment Date, in accordance with Linked Redemption₂.

Payoff Feature Conditions: Part B: Chapter 5: Issuer Redemption Switch Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Issuer Redemption Switch Payoff Feature to be applicable.

*The following terms and conditions (the **Issuer Redemption Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Issuer Redemption Switch Payoff Feature (the **Issuer Redemption Switch Payoff Feature**) is applicable. These Issuer Redemption Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Issuer Redemption Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

5 ISSUER REDEMPTION SWITCH PAYOFF FEATURE

The relevant Issuer may at its option (once during the life of the Certificates) elect to switch the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated from (i) calculation of the Redemption Payoff using Linked Redemption₁ to (ii) calculation of the Redemption Payoff using Linked Redemption₂, by sending a notice on or prior to an Issuer Redemption Switch Expiry Date. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff or Combination Payoff Conditions referred to for this Payoff Feature Condition.

5.1 Definitions and interpretation

For the purposes of these Issuer Redemption Switch Payoff Feature Conditions, the following terms shall have the following meanings:

Business Day has the meaning set out in General Condition 19 (*Definitions*).

Combination Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Final Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Instalment Date has the meaning set out in General Condition 19 (*Definitions*).

Instalment Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Issuer Redemption Switch Date means the Redemption Determination Date on which the Issuer Redemption Switch Option will take effect which shall be the first Redemption Determination Date immediately following the date of an Issuer Redemption Switch Notice given in accordance with these Issuer Redemption Switch Payoff Feature Conditions.

Issuer Redemption Switch Expiry Date means the date that is ten (10) Business Days, or such other number of Business Days specified in the applicable Final Terms, prior to the relevant Redemption Determination Date.

Issuer Redemption Switch Notice means a written notice given by the relevant Issuer to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating the exercise of the Issuer Redemption Switch Option on the Issuer Redemption Switch Date.

Linked Redemption₁ means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

Linked Redemption₂ means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

5.2 Methodology

If Issuer Redemption Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the relevant Issuer may, at its option, elect to switch the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated from Linked Redemption₁ to Linked Redemption₂ (the **Issuer Redemption Switch Option**) upon the relevant Issuer delivering an Issuer Redemption Switch Notice on or prior to an Issuer Redemption Switch Expiry Date designating the exercise of the Issuer Redemption Switch Option provided that no Issuer Redemption Switch Notice may be given on or after the occurrence of an Early Redemption Date. The relevant Issuer may exercise the Issuer Redemption Switch Option once only during the life of the Certificates.

Accordingly, the Redemption Payoff applicable to the Certificates in respect of the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, shall be determined by the Calculation Agent:

- (a) in the case of Certificates (other than Instalment Certificates), if the Qualifying Certificateholders have not delivered a valid Issuer Redemption Switch Notice in accordance with these Issuer Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption₁;
- (b) in the case of Certificates (other than Instalment Certificates), if the Qualifying Certificateholders have delivered a valid Issuer Redemption Switch Notice in accordance with these Issuer Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption₂;
- (c) in the case of Instalment Certificates, on each Redemption Determination Date up to (but excluding) the Issuer Redemption Switch Date, in respect of each corresponding Instalment Date (or, if the relevant Issuer has not delivered a valid Issuer Redemption Switch Notice in accordance with these Issuer Redemption Switch Payoff Feature Conditions), in accordance with Linked Redemption₁; or
- (d) in the case of Instalment Certificates, on each Redemption Determination Date from (and including) the Issuer Redemption Switch Date, in respect of each corresponding Instalment Date, in accordance with Linked Redemption₂.

Payoff Feature Conditions: Part B: Chapter 6: Knock-out Redemption Switch Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Knock-out Redemption Switch Payoff Feature to be applicable.

*The following terms and conditions (the **Knock-out Redemption Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Knock-out Redemption Switch Payoff Feature (the **Knock-out Redemption Switch Payoff Feature**) is applicable. These Knock-out Redemption Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Knock-out Redemption Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

6 KNOCK-OUT REDEMPTION SWITCH PAYOFF FEATURE

The basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated will automatically switch from (i) calculation of the Redemption Payoff using Linked Redemption₁ to (ii) calculation of the Redemption Payoff using Linked Redemption₂ if on (if Specified Dates is applicable) any Knock-out Redemption Switch Observation Date, or (if American is applicable) at any time during the Knock-out Redemption Switch Observation Period the Underlying_{KO} Value is within the relevant Range. The Underlying_{KO} Value reflects the price, level or rate of the Underlying_{KO} (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying_{KO} will therefore affect which Standard Payoff Condition or Combination Payoff Condition, as applicable, is used to calculate the Redemption Payoff applicable to the Certificates. For the avoidance of doubt, a Knock-out Redemption Switch can occur once only during the life of the Certificates. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff or Combination Redemption Payoff referred to for this Payoff Feature Condition.

6.1 Definitions and interpretation

For the purposes of these Knock-out Redemption Switch Payoff Feature Conditions, the following terms shall have the following meanings:

Combination Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Final Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Instalment Date has the meaning set out in General Condition 19 (*Definitions*).

Instalment Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Knock-out Redemption Switch Date means the Redemption Determination Date immediately following the occurrence of a Knock-out Redemption Switch Event.

Knock-out Redemption Switch Event means that the Underlying_{KO} Value is within the Range on (a) if Specified Dates is specified as applicable in the applicable Final Terms, any Knock-out Redemption Switch Observation Date, or (b) if American is specified as applicable in the applicable Final Terms, at any time during the Knock-out Redemption Switch Observation Period.

Knock-out Redemption Switch Notice means a written notice given by the relevant Issuer to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) informing the Certificateholders of the occurrence of a Knock-out Redemption Switch Event.

Knock-out Redemption Switch Observation Date means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Knock-out Redemption Switch Observation Period means the period specified as a Knock-out Redemption Switch Observation Period in the applicable Final Terms.

Knock-out Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Knock-out Upper Limit means the percentage or number specified as such in the applicable Final Terms.

Linked Redemption₁ means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

Linked Redemption₂ means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

Range means any one (only) of any one of Range₁, Range₂, Range₃, Range₄ or Range₅, as specified in the applicable Final Terms.

Range₁ means that on each Knock-out Redemption Switch Observation Date or at any time during the Knock-out Redemption Switch Observation Period (as the case may be), the Underlying_{ko} Value is greater than or equal to the Knock-out Lower Limit and lower than or equal to the Knock-out Upper Limit.

Range₂ means that on each Knock-out Redemption Switch Observation Date or at any time during the Knock-out Redemption Switch Observation Period (as the case may be), the Underlying_{ko} Value is greater than the Knock-out Lower Limit and lower than the Knock-out Upper Limit.

Range₃ means that on each Knock-out Redemption Switch Observation Date or at any time during the Knock-out Redemption Switch Observation Period (as the case may be), the Underlying_{ko} Value is greater than or equal to the Knock-out Lower Limit and lower than the Knock-out Upper Limit.

Range₄ means that on each Knock-out Redemption Switch Observation Date or at any time during the Knock-out Redemption Switch Observation Period (as the case may be), the Underlying_{ko} Value is greater than the Knock-out Lower Limit and lower than or equal to the Knock-out Upper Limit.

Range₅ means that on each Knock-out Redemption Switch Observation Date or at any time during the Knock-out Redemption Switch Observation Period (as the case may be), the Underlying_{ko} Value is less than the Knock-out Lower Limit or greater than the Knock-out Upper Limit.

Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Underlying_{ko} means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate specified in the applicable Final Terms.

Underlying_{ko} Value means, with respect to a Knock-out Redemption Switch Observation Date:

- (a) in respect of an Underlying_{ko} which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying_{ko} which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying_{ko} which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying_{ko} which is an Inflation Index, the Inflation Index Level; or

- (e) in respect of an Underlying_{KO} which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying_{KO} Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying_{KO} Value (if any).

6.2 Methodology

If Knock-out Redemption Switch Payoff Feature is specified to be applicable in the applicable Final Terms, the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated will automatically switch from Linked Redemption₁ to Linked Redemption₂ (a **Knock-out Redemption Switch**) if during the life of the Certificates a Knock-out Redemption Switch Event occurs. The relevant Issuer shall, as soon as reasonably practical following the occurrence of a Knock-out Redemption Switch Event, deliver a Knock-out Redemption Switch Notice. For the avoidance of doubt, a Knock-out Redemption Switch can occur once only during the life of the Certificates.

The Redemption Payoff applicable to the Certificates in respect of the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, shall be determined by the Calculation Agent:

- (a) in the case of Certificates (other than Instalment Certificates), if a Knock-out Redemption Switch Event has not occurred in accordance with these Knock-out Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption₁;
- (b) in the case of Certificates (other than Instalment Certificates), if a Knock-out Redemption Switch Event has occurred in accordance with these Knock-out Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption₂;
- (c) in the case of Instalment Certificates, on each Redemption Determination Date up to (but excluding) the Knock-out Redemption Switch Date, in respect of each corresponding Instalment Date (or, if a Knock-out Redemption Switch Event has not occurred in accordance with these Knock-out Redemption Switch Payoff Feature Conditions), in accordance with Linked Redemption₁; or
- (d) in the case of Instalment Certificates, on each Redemption Determination Date from (and including) the Knock-out Redemption Switch Date, in respect of each corresponding Instalment Date, in accordance with Linked Redemption₂.

Payoff Feature Conditions: Part B: Chapter 7: Knock-out Basket Redemption Switch Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Knock-out Basket Redemption Switch Payoff Feature to be applicable.

*The following terms and conditions (the **Knock-out Basket Redemption Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Knock-out Basket Redemption Switch Payoff Feature (the **Knock-out Basket Redemption Switch Payoff Feature**) is applicable. These Knock-out Basket Redemption Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Knock-out Basket Redemption Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

7 KNOCK-OUT BASKET REDEMPTION SWITCH PAYOFF FEATURE

The basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated will automatically switch from (i) calculation of the Redemption Payoff using Linked Redemption₁ to (ii) calculation of the Redemption Payoff using Linked Redemption₂ if on (if Specified Dates is applicable) any Knock-out Basket Redemption Switch Observation Date, or (if American is applicable) at any time during the Knock-out Basket Redemption Switch Observation Period the Basket Value is within the relevant Range. Basket_{KO} Value means the sum of the individual products of Leverage_i and the Underlying Value of each Underlying_i observed on a relevant date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying_i multiplied by the relevant leverage will therefore affect which Standard Payoff Condition or Combination Payoff Condition, as applicable, is used to calculate the Redemption Payoff applicable to the Certificates. For the avoidance of doubt, a Knock-out Basket Redemption Switch can occur once only during the life of the Certificates. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff or Combination Redemption Payoff referred to for this Payoff Feature Condition.

7.1 Definitions and interpretation

For the purposes of these Knock-out Basket Redemption Switch Payoff Feature Conditions, the following terms shall have the following meanings:

Basket_{KO} Value means, with respect to a Knock-out Basket Redemption Switch Observation Date or at any time during the Knock-out Basket Redemption Switch Observation Period, as applicable, $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$.

Combination Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Final Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Instalment Date has the meaning set out in General Condition 19 (*Definitions*).

Instalment Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Knock-out Basket Redemption Switch Date means the Redemption Determination Date immediately following the occurrence of a Knock-out Basket Redemption Switch Event.

Knock-out Basket Redemption Switch Event means that the $\text{Basket}_{\text{KO}}$ Value is within the Range on (a) if Specified Dates is specified as applicable in the applicable Final Terms, any Knock-out Basket Redemption Switch Observation Date, or (b) if American is specified as applicable in the applicable Final Terms, at any time during the Knock-out Basket Redemption Switch Observation Period.

Knock-out Basket Redemption Switch Notice means a written notice given by the relevant Issuer to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) informing the Certificateholders the Certificateholders of the occurrence of a Knock-out Basket Redemption Switch Event.

Knock-out Basket Redemption Switch Observation Date means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Knock-out Basket Redemption Switch Observation Period means the period specified as a Knock-out Basket Redemption Switch Observation Period in the applicable Final Terms.

Knock-out Basket Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Knock-out Basket Upper Limit means the percentage or number specified as such in the applicable Final Terms.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, may be one (1).

Linked Redemption₁ means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

Linked Redemption₂ means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

Range means any one (only) of any one of Range₁, Range₂, Range₃, Range₄ or Range₅, as specified in the applicable Final Terms.

Range₁ means that on each Knock-out Basket Redemption Switch Observation Date or at any time during the Knock-out Basket Redemption Switch Observation Period (as the case may be), the $\text{Basket}_{\text{KO}}$ Value is greater than or equal to the Knock-out Basket Lower Limit and lower than or equal to the Knock-out Basket Upper Limit.

Range₂ means that on each Knock-out Basket Redemption Switch Observation Date or at any time during the Knock-out Basket Redemption Switch Observation Period (as the case may be), the $\text{Basket}_{\text{KO}}$ Value is greater than the Knock-out Basket Lower Limit and lower than the Knock-out Basket Upper Limit.

Range₃ means that on each Knock-out Basket Redemption Switch Observation Date or at any time during the Knock-out Basket Redemption Switch Observation Period (as the case may be), the $\text{Basket}_{\text{KO}}$ Value is greater than or equal to the Knock-out Basket Lower Limit and lower than the Knock-out Basket Upper Limit.

Range₄ means that on each Knock-out Basket Redemption Switch Observation Date or at any time during the Knock-out Basket Redemption Switch Observation Period (as the case may be), the $\text{Basket}_{\text{KO}}$ Value is greater than the Knock-out Basket Lower Limit and lower than or equal to the Knock-out Basket Upper Limit.

Range₅ means that on each Knock-out Basket Redemption Switch Observation Date or at any time during the Knock-out Basket Redemption Switch Observation Period (as the case may be), the Basket_{KO} Value is less than the Knock-out Basket Lower Limit or greater than the Knock-out Basket Upper Limit.

Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Underlying means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate specified in the applicable Final Terms, each an Underlying.

Underlying_i means each Underlying corresponding to an _i specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Knock-out Basket Redemption Switch Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of the Underlying_i.

Σ means the sum of the values which follow in brackets.

Σ (**Leverage_i x Underlying Value_i**) means the sum of the individual products of the Leverage_i and the Underlying Value_i for each i.

7.2 Methodology

If Knock-out Basket Redemption Switch Payoff Feature is specified to be applicable in the applicable Final Terms, the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated will automatically switch from Linked Redemption₁ to Linked Redemption₂ (a **Knock-out Basket Redemption Switch**) if during the life of the Certificates a Knock-out Basket Redemption Switch Event occurs. The relevant Issuer shall, as soon as reasonably practical following the occurrence of a Knock-out Basket Redemption Switch Event, deliver a Knock-out Basket Redemption Switch Notice. For the avoidance of doubt, a Knock-out Basket Redemption Switch can occur once only during the life of the Certificates.

The Redemption Payoff applicable to the Certificates in respect of the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, shall be determined by the Calculation Agent:

- (a) in the case of Certificates (other than Instalment Certificates), if a Knock-out Basket Redemption Switch Event has not occurred in accordance with these Knock-out Basket Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption₁;

- (b) in the case of Certificates (other than Instalment Certificates), if a Knock-out Basket Redemption Switch Event has occurred in accordance with these Knock-out Basket Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption₂;
- (c) in the case of Instalment Certificates, on each Redemption Determination Date up to (but excluding) the Knock-out Basket Redemption Switch Date, in respect of each corresponding Instalment Date (or, if a Knock-out Basket Redemption Switch Event has not occurred in accordance with these Knock-out Basket Redemption Switch Payoff Feature Conditions), in accordance with Linked Redemption₁; or
- (d) in the case of Instalment Certificates, on each Redemption Determination Date from (and including) the Knock-out Basket Redemption Switch Date, in respect of each corresponding Instalment Date, in accordance with Linked Redemption₂.

Payoff Feature Conditions: Part B: Chapter 8: Shout Option Performance Lock-in Redemption Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Shout Option Performance Lock-in Redemption Payoff Feature to be applicable.

*The following terms and conditions (the **Shout Option Performance Lock-in Redemption Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Shout Option Performance Lock-in Redemption Payoff Feature (the **Shout Option Performance Lock-in Redemption Payoff Feature**) is applicable. These Shout Option Performance Lock-in Redemption Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Shout Option Performance Lock-in Redemption Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

8 SHOUT OPTION PERFORMANCE LOCK-IN REDEMPTION PAYOFF FEATURE

All Certificateholders acting together may request to fix the Underlying Value of each relevant Underlying for the purposes of the determination of the Redemption Payoff applicable to the Certificates in respect of the Final Redemption Amount or the relevant Instalment Redemption Amount, as the case may be, for the immediately following Redemption Determination Date at the Shout Option Performance Lock-in Level by delivering a notice on or before a Shout Option Performance Lock-in Expiry Date. The Issuer has discretion to decline such request or provide the relevant Shout Option Performance Lock-in Level. Each relevant Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The Qualifying Certificateholders may exercise the Performance Lock-in Shout Option once only in respect of each Redemption Determination Date in respect of the Final Redemption Amount or the relevant Instalment Redemption Amount, as the case may be.

8.1 Definitions and interpretation

For the purposes of these Shout Option Performance Lock-in Redemption Payoff Feature Conditions, the following terms shall have the following meanings:

Business Day has the meaning set out in General Condition 19 (*Definitions*).

Combination Payoff Conditions has the meaning set out in General Condition 19 (*Definitions*).

Combination Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Final Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Instalment Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Notice Deadline means the time specified as such in the applicable Final Terms.

Potential Shout Option Performance Lock-in Exercise Notice means, with respect to the immediately following Redemption Determination Date, a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating a Shout Option Performance Date and requesting a Shout Option Performance Lock-in Level.

Qualifying Certificateholders means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Shout Option Number means two (2) or such other number specified as such in the applicable Final Terms.

Shout Option Performance Date means any Business Day designated as such in the Potential Shout Option Performance Lock-in Exercise Notice which shall be on or prior to the Shout Option Performance Lock-in Expiry Date.

Shout Option Performance Lock-in Expiry Date means any date that falls not later than the date that is ten (10) Business Days, or such other number of Business Days specified in the applicable Final Terms, prior to the relevant Redemption Determination Date.

Shout Option Performance Lock-in Level means, with respect to the immediately following Redemption Determination Date the Underlying Value of each relevant Underlying calculated by the Calculation Agent in respect of the relevant Shout Option Performance Date.

Standard Payoff Conditions has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff has the meaning set out in General Condition 19 (*Definitions*).

Underlying has the meaning set out in the relevant Standard Payoff Conditions or Combination Payoff Conditions (as the case may be) applicable to the Standard Redemption Payoff or Combination Redemption Payoff specified to be applicable in relation to the then current Redemption Period in the applicable Final Terms.

Underlying Value has the meaning set out in the relevant Standard Payoff Conditions or Combination Payoff Conditions (as the case may be) applicable to the Standard Redemption Payoff or Combination Redemption Payoff specified to be applicable in relation to the then current Redemption Period in the applicable Final Terms.

Underlying Value Notification means, with respect to a Potential Shout Option Performance Lock-in Exercise Notice, a written notice given by the relevant Issuer to the Qualifying Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) notifying the Qualifying Certificateholders (i) that it declines the request to provide a Shout Option Performance Lock-in Level for the relevant Shout Option Performance Date or (ii) the Shout Option Performance Lock-in Level for the relevant Shout Option Performance Date.

8.2 Methodology

If Shout Option Performance Lock-in Redemption Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, request to fix the Underlying Value of each relevant Underlying for the purposes of the determination by the Calculation Agent of the Redemption Payoff applicable to the Certificates in respect of the Final Redemption Amount or the relevant Instalment Redemption Amount, as the case may be, in accordance with these Shout Option Performance Lock-in Redemption Payoff Feature Conditions (**Performance Lock-in Shout Option**).

The Qualifying Certificateholders may at their option, deliver a Potential Shout Option Performance Lock-in Exercise Notice on or before a Shout Option Performance Lock-in Expiry Date provided that no Potential Shout Option Performance Lock-in Exercise Notice may be given on or after the occurrence of an Early Redemption Date.

The relevant Issuer has discretion with respect to any Potential Shout Option Performance Lock-in Exercise Notice to (i) decline the request to provide a Shout Option Performance Lock-in Level for the relevant Shout Option Performance Date if in its reasonable opinion the relevant Issuer or its hedging affiliate will not be able to execute the request because of market conditions, time of the request or other reasons which, for the avoidance of

doubt, (in which case the delivery of the Potential Shout Option Performance Lock-in Exercise Notice will not constitute exercise of the Performance Lock-in Shout Option), or (ii) provide a Shout Option Performance Lock-in Level for the relevant Shout Option Performance Date (in which case the receipt of a corresponding Shout Option Exercise Notice (as defined below) will constitute exercise of the Performance Lock-in Shout Option). No later than one (1) hour prior to the final time at which the Underlying Value (in relation to Linked Interest Certificates or Linked Redemption Certificates other than Inflation Linked Certificates) is able to be determined in accordance with the relevant Asset Conditions on the date of receipt of the Potential Shout Option Performance Lock-in Exercise Notice if the Potential Shout Option Performance Lock-in Exercise Notice is received before the Notice Deadline on that day or otherwise, no later than the Notice Deadline on the following Business Day, the relevant Issuer will deliver an Underlying Value Notification. In relation to Inflation Linked Certificates, no later than two (2) Business Days after receipt of the Potential Shout Option Performance Lock-in Exercise Notice, the relevant Issuer will deliver an Underlying Value Notification.

If in the Underlying Value Notification the relevant Issuer notifies the Qualifying Certificateholders of the Shout Option Performance Lock-in Level, the Qualifying Certificateholders will, at their option, no later than the date falling the Shout Option Number of Business Days after receipt of such Underlying Value Notification, deliver to the relevant Issuer (with a copy to the Principal Certificate Agent) a notice (a **Shout Option Exercise Notice**) confirming the exercise of the Performance Lock-in Shout Option following which, for the immediately following Redemption Determination Date in respect of the Final Redemption Amount or the relevant Instalment Redemption Amount, as the case may be,, the Underlying Value of each relevant Underlying for the purposes of the determination by the Calculation Agent of the Redemption Payoff applicable to the Certificates will be the Shout Option Performance Lock-in Level.

The Qualifying Certificateholders may exercise the Performance Lock-in Shout Option once only in respect of each Redemption Determination Date in respect of the Final Redemption Amount or the relevant Instalment Redemption Amount, as the case may be.

Payoff Feature Conditions: Part B: Chapter 9: Reset Option Redemption Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Reset Option Payoff Feature to be applicable.

*The following terms and conditions (the **Reset Option Redemption Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Reset Option Redemption Payoff Feature (the **Reset Option Redemption Payoff Feature**) is applicable. These Reset Option Redemption Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Reset Option Redemption Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

9 RESET OPTION REDEMPTION PAYOFF FEATURE

The Qualifying Certificateholders may request to change the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated. Following receipt of such request, the Issuer will notify the Qualifying Certificateholders of the manner in which it would propose to change the Final Redemption Amount or the Instalment Amount, as the case may be, and the Qualifying Certificateholders may agree with the Issuer in implementing such changes, or not. There is no guarantee that any change in the Final Redemption Amount or Instalment Redemption Amount, as the case may be, will be beneficial for Certificateholders.

9.1 Definitions and interpretation

For the purposes of these Reset Option Redemption Payoff Feature Conditions, the following terms shall have the following meanings:

Business Day has the meaning set out in General Condition 19 (*Definitions*).

Final Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Instalment Redemption Amount has the meaning set out in General Condition 19 (*Definitions*).

Potential Switch Notice means, with respect to the immediate following Redemption Determination Date, a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 19 (*Notices*) requesting a change to the Final Redemption Amount or Instalment Redemption Amount, as the case may be, to be applicable on the next Redemption Determination Date unless the Qualifying Certificateholders deliver another Potential Switch Notice (if any), in each case confirmed pursuant to a Reset Switch Notice.

Qualifying Certificateholders means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Redemption Determination Date has the meaning set out in General Condition 19 (*Definitions*).

Reset Notification means, with respect to any Potential Switch Notice, a written notice given by the relevant Issuer to the Qualifying Certificateholders in accordance with General Condition 19 (*Notices*) notifying the Qualifying Certificateholders of the manner in which it would propose to change the Final Redemption Amount or Instalment Redemption Amount.

Reset Notification Date means the number of Business Days, as specified in the applicable Final Terms, after receipt of any Potential Switch Notice by the Issuer.

Reset Notification Time means the time specified as such in the applicable Final Terms.

Reset Notice Date means the date that is such number of Business Days as specified in the applicable Final Terms prior to (a) each Redemption Determination Date or (b) the relevant Redemption Determination Dates, in each case as specified in the applicable Final Terms.

Reset Notice Time means the time specified as such in the applicable Final Terms.

Reset Option Number means the number specified as the Reset Option Number in the applicable Final Terms.

Reset Switch Date means, with respect to a valid Reset Switch Notice, the date on which the Reset Option Redemption Option will take effect which shall be the Redemption Determination Date falling immediately after the receipt by the Issuer of such valid Reset Switch Notice, in accordance with these Reset Option Redemption Payoff Feature Conditions.

Reset Switch Notice has the meaning given to it in Reset Option Redemption Payoff Feature Condition 9.2 (*Methodology*).

9.2 Methodology

If Reset Option Redemption Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, request to switch the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated in accordance with these Reset Option Redemption Payoff Feature Conditions (the **Reset Option**).

The Qualifying Certificateholders may, at their option, deliver a Potential Switch Notice on any Business Day on or prior to a Reset Notice Date. A Potential Switch Notice must include (a) evidence reasonably satisfactory to the Issuer of the relevant Certificateholder's holding of the Certificates to which the Potential Switch Notice relates and (b) confirmation from the relevant clearing system that such Certificates are blocked in the relevant Certificateholder's account together with the Certificateholder's undertaking that such Certificates shall remain so blocked until two Business Days after the date on which a Reset Notification is delivered by the Issuer.

If the Potential Switch Notice is received by the Issuer prior to the Reset Notice Time on the relevant Business Day, the Issuer will deliver a Reset Notification no later than the Reset Notification Time on that Business Day, otherwise, the Issuer will deliver a Reset Notification no later than the Reset Notice Time on the next following Business Day. If the Reset Notice Time or Reset Notification Time is specified as 'Not Applicable' in the applicable Final Terms, no later than two (2) Business Days after receipt of the Potential Switch Notice, the relevant Issuer will deliver a Reset Notification.

The Qualifying Certificateholders will, at their option, no later than two (2) Business Days after receipt of the Reset Notification, deliver to the relevant Issuer (with a copy to the Principal Certificate Agent) a notice (a **Reset Switch Notice**) confirming the exercise of the Reset Option following which the basis for calculating the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, set out in the Reset Notification will apply in respect of the following Redemption Determination Date unless the Qualifying Certificateholders exercise the Reset Option again.

The Qualifying Certificateholders may exercise the Reset Option Redemption Payoff Feature the Reset Option Number during the life of the Certificates. For the avoidance of doubt, following the exercise by the Qualifying Certificateholders of the Reset Option on such number of occasions equal to the Reset Option Number of times during the life of the Certificates, the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, will be calculated in accordance with the last validly exercised Reset Option.

Accordingly, if a Reset Switch Date occurs, the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, shall be determined by the Calculation Agent on the immediately following

Redemption Determination Date in accordance with the basis for calculating the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, set out in the relevant Reset Notification, subject to any further exercise by the Qualifying Certificateholders in accordance with these Reset Option Redemption Payoff Feature Conditions.

Payoff Feature Conditions: Part C: Chapter 1: Additive Payoff Feature Conditions

This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Additive Payoff Feature to be applicable.

*The following terms and conditions (the **Additive Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Additive Payoff Feature (the **Additive Payoff Feature**) is applicable. These Additive Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Additive Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

1 ADDITIVE PAYOFF FEATURE

This Additive Feature sets out that any Payoff Feature may be combined with one or more other Payoff Features. You should also refer to the relevant Payoff Feature Conditions for an explanation of the relevant Payoff Features referred to for this Payoff Feature Condition.

1.1 Definitions and interpretation

For the purposes of these Additive Payoff Feature Conditions, the following terms shall have the following meanings:

Payoff Feature means, as applicable, Investor Interest Switch Payoff Feature, Issuer Interest Switch Payoff Feature, Knock-out Interest Switch Payoff Feature, Knock-out Basket Interest Switch Payoff Feature, Target Interest Switch Payoff Feature, Shout Option Performance Lock-in Interest Payoff Feature, Chooser Decay Interest Switch Option Payoff Feature, Memory Option Interest Switch Payoff Feature, Flexi Option Interest Switch Payoff Feature, Pelican Option Interest Switch Payoff Feature, Dual Currency (Interest) Payoff Feature, Credit Event Contingency Interest Switch Payoff Feature, Reset Option Interest Payoff Feature, Single Interest Payment Date Payoff Feature, Global Cap Payoff Feature, Global Floor Payoff Feature, Dual Currency (Redemption) Payoff Feature, Investor Redemption Switch Payoff Feature, Issuer Redemption Switch Payoff Feature, Knock-out Redemption Switch Payoff Feature, Knock-out Basket Redemption Switch Payoff Feature, Shout Option Performance Lock-in Redemption Payoff Feature or Reset Option Redemption Payoff Feature.

1.2 Methodology

If Additive Payoff Feature is specified in the applicable Final Terms to be applicable, any Payoff Feature may be combined with one or more other Payoff Features, as specified in the applicable Final Terms.

ANNEX 8 – EARLY REDEMPTION TRIGGER CONDITIONS

The chapters of this annex each set out additional terms and conditions that may apply to the early redemption in respect of the Certificates.

The terms and conditions applicable to the early redemption of Linked Redemption Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.

All capitalised terms that are not defined in these Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

*The following chapters comprise the terms and conditions (the **Early Redemption Trigger Conditions**) that shall apply to the Certificates if the applicable Final Terms indicate that one or more chapters of the Early Redemption Trigger Conditions is applicable. Only those chapters containing an early redemption trigger event specified in the applicable Final Terms will apply to a particular Series of Certificates. The Early Redemption Trigger Conditions are subject to Completion in accordance with the applicable Final Terms.*

The Early Redemption Trigger Conditions are set out as follows:

| | |
|---|-----------|
| Issuer Call Early Redemption Trigger | Chapter 1 |
| Investor Put Early Redemption Trigger | Chapter 2 |
| Knock-out Early Redemption Trigger | Chapter 3 |
| Callable Knock-out Early Redemption Trigger | Chapter 4 |
| Puttable Knock-out Early Redemption Trigger | Chapter 5 |
| Target Early Redemption Trigger | Chapter 6 |
| Knock-out Multi Underlying Redemption Trigger | Chapter 7 |
| Secured Certificate Early Redemption Trigger | Chapter 8 |

Early Redemption Trigger Conditions: Chapter 1: Issuer Call Early Redemption Trigger

This chapter sets out additional terms and conditions applicable to Certificates for which the applicable Final Terms specify Issuer Call Early Redemption Trigger to be applicable.

*The following terms and conditions (the **Issuer Call Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Issuer Call Early Redemption Trigger (the **Issuer Call Early Redemption Trigger**) is applicable. These Issuer Call Early Redemption Trigger Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Issuer Call Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

1 ISSUER CALL EARLY REDEMPTION TRIGGER

The relevant Issuer may (at its option) give notice to redeem all or some only of the Certificates at the Early Redemption Amount with accrued interest, if any, on the corresponding Early Redemption Date.

1.1 Definitions and interpretation

For the purposes of these Issuer Call Early Redemption Trigger Conditions, the following terms shall have the following meanings:

Early Redemption Amount means, in respect of an early redemption of (a) the Certificates (other than Zero Coupon Certificates) pursuant to these Issuer Call Early Redemption Trigger Conditions, the amount determined in accordance with the relevant Redemption Method or (b) Zero Coupon Certificates pursuant to these Issuer Call Early Redemption Trigger Conditions, the Fair Market Value Redemption Amount determined in accordance with General Condition 7.4 (*Fair Market Value Redemption Amounts*).

Early Redemption Date means, in respect of an early redemption of the Certificates pursuant to these Issuer Call Early Redemption Trigger Conditions, the date falling the Issuer Call Number of Business Days immediately following the date of the relevant Issuer Call Notice.

Issuer Call Notice means notice by the relevant Issuer to the holders of the Certificates given in accordance with General Condition 11 (*Notices*) with a notice period of not less than the Minimum Call Notice Period and, if applicable, not more than the Maximum Call Notice Period, expressing its intention to redeem all or some only of the Certificates. A copy of such notice will be given to the Principal Certificate Agent or, in the case of redemption of Definitive Registered Certificates, the Registrar in accordance with General Condition 11 (*Notices*) (which notices shall be irrevocable and shall specify the date fixed for redemption).

Issuer Call Number means the number specified as such in the applicable Final Terms.

Maximum Call Notice Period means, if applicable, the notice period specified as such in the applicable Final Terms.

Maximum Call Nominal Amount means the amount specified as such in the applicable Final Terms.

Minimum Call Nominal Amount means the amount specified as such in the applicable Final Terms.

Minimum Call Notice Period means the notice period specified as such in the applicable Final Terms.

Redemption Method has the meaning set out in Annex 9 (*Redemption Method Conditions*).

1.2 Trigger

If Issuer Call Early Redemption Trigger is specified in the applicable Final Terms to be applicable, the relevant Issuer may give an Issuer Call Notice to redeem all or some only of the Certificates then outstanding on the

applicable Early Redemption Date and at the Early Redemption Amount together, if appropriate, with interest accrued to (but excluding) the relevant Early Redemption Date.

Any such redemption must be of a nominal amount not less than the Minimum Call Nominal Amount or not more than the Maximum Call Nominal Amount.

In the case of a partial redemption of Certificates, the Certificates to be redeemed (**Redeemed Certificates**) will be selected individually by lot, in the case of Redeemed Certificates represented by Definitive Certificates, and in accordance with the rules of DTC and/or Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion), in the case of Redeemed Certificates represented by a Global Certificate, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Certificates represented by Definitive Certificates, a list of the serial numbers of such Redeemed Certificates will be published in accordance with General Condition 11 (*Notices*) not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Certificate will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Issuer Call Early Redemption Trigger Condition 1.2 and notice to that effect shall be given by the relevant Issuer to the Certificateholders in accordance with General Condition 11 (*Notices*) at least five (5) days prior to the Selection Date.

In the case of Swedish Certificates and Finnish Certificates, the notice to the Certificateholders shall also specify the Certificates or amounts of the Redeemed Certificates and the Record Date before the due date for the redemption and the procedures for partial redemptions laid down in the Swedish CSD Rules and the Finnish CSD Rules, respectively, will be observed.

Early Redemption Trigger Conditions: Chapter 2: Investor Put Early Redemption Trigger

This chapter sets out additional terms and conditions applicable to Certificates for which the applicable Final Terms specify Investor Put Early Redemption Trigger to be applicable.

*The following terms and conditions (the **Investor Put Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Investor Put Early Redemption Trigger (the **Investor Put Early Redemption Trigger**) is applicable. These Investor Put Early Redemption Trigger Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Investor Put Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

2 INVESTOR PUT EARLY REDEMPTION TRIGGER

The investor may give notice, upon the expiry of which the relevant Issuer will redeem, in whole (but not, in the case of a Definitive Bearer Certificate, in part) the relevant Certificate at the Early Redemption Amount with accrued interest, if any, on the corresponding Early Redemption Date.

2.1 Definitions and interpretation

For the purposes of these Investor Put Early Redemption Trigger Conditions, the following terms shall have the following meanings:

Early Redemption Amount means, in respect of an early redemption of (a) the Certificates (other than Zero Coupon Certificates) pursuant to these Investor Put Early Redemption Trigger Conditions, the amount determined in accordance with the relevant Redemption Method or (b) Zero Coupon Certificates pursuant to these Investor Put Early Redemption Trigger Conditions, the Fair Market Value Redemption Amount determined in accordance with General Condition 7.4 (*Fair Market Value Redemption Amounts*).

Early Redemption Date means, in respect of an early redemption of the Certificates pursuant to the Investor Put Early Redemption Trigger Conditions, the date falling the Investor Put Number of Business Days immediately following the date of the relevant Investor Put Notice.

Investor Put Notice means a notice by any holder of Certificates to the relevant Issuer given in accordance with General Condition 11 (*Notices*) with a notice period of not less than the Minimum Put Notice Period and, if applicable, not more than the Maximum Put Notice Period. A copy of such notice will be given to the Principal Certificate Agent or, in the case of a redemption of Definitive Registered Certificates, the Registrar in accordance with General Condition 11 (*Notices*) (which notice shall be irrevocable and shall specify a bank account (or, if payment is required to be made by cheque, an address to which payment is to be made under this Investor Put Early Redemption Trigger Condition).

Investor Put Number means the number specified as such in the applicable Final Terms.

Maximum Put Notice Period means, if applicable, the notice period specified as such in the applicable Final Terms.

Minimum Put Notice Period means the notice period specified as such in the applicable Final Terms.

Redemption Method has the meaning set out in Annex 9 (*Redemption Method Conditions*).

2.2 Trigger

If Investor Put Early Redemption Trigger is specified in the applicable Final Terms to be applicable, upon the expiry of any Investor Put Notice, the relevant Issuer will redeem, in whole (but not, in the case of a Definitive Bearer Certificate, in part) the relevant Certificate on the Early Redemption Date and at the Early Redemption

Amount together, if appropriate, with interest accrued to (but excluding) the Early Redemption Date. Definitive Registered Certificates may be redeemed in any multiple of their lowest Specified Denomination.

If this Certificate is in definitive form and held outside Euroclear and Clearstream, Luxembourg to exercise the right to require redemption of this Certificate, the holder of this Certificate must deliver at the specified office of any Certificate Agent (in the case of Definitive Bearer Certificates) or the Registrar (in the case of Definitive Registered Certificates) at any time during normal business hours of such Certificate Agent or, as the case may be, the Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Certificate Agent or, as the case may be, the Registrar (an **Exercise Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Investor Put Early Redemption Trigger Condition and, in the case of Definitive Registered Certificates, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Definitive Registered Certificates so surrendered is to be redeemed, an address to which a new Definitive Registered Certificate in respect of the balance of such Definitive Registered Certificates is to be sent subject to and in accordance with the provisions of General Condition 1.3 (*Transfer of Certificates*), accompanied by this Certificate or evidence satisfactory to the Certificate Agent concerned or the Registrar (in the case of Definitive Registered Certificates) that this Certificate will, following delivery of the Exercise Notice, be held to its order or under its control.

If this Certificate is represented by a Global Certificate or is in definitive form and held through DTC, Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Certificate, the holder of this Certificate must, within the notice period, give notice to the Principal Certificate Agent or, as the case may be, the Registrar (in the case of Definitive Registered Certificates) of such exercise in accordance with the standard procedures of DTC, Euroclear or Clearstream, Luxembourg (which may include notice being given on his instruction by DTC, Euroclear or Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be for them to the Principal Certificate Agent or, as the case may be, the Registrar (in the case of Definitive Registered Certificates) by electronic means) in a form acceptable to DTC, Euroclear or Clearstream, Luxembourg from time to time.

Any Exercise Notice or other notice given in accordance with the standard procedures of DTC, Euroclear and Clearstream, Luxembourg given by a holder of any Certificate pursuant to this Investor Put Early Redemption Trigger Condition 2.2 shall be irrevocable.

Any Exercise Notice in respect of Swedish Certificates will not take effect against the relevant Issuer until the date on which the relevant Swedish Certificates have been transferred to the account designated by the Swedish Issuing Agent and blocked for further transfer by said Swedish Issuing Agent.

Any Exercise Notice in respect of Norwegian Certificates will not take effect against the relevant Issuer before the date on which the relevant Norwegian Certificates have been blocked for further transfer or, if requested by the Norwegian Issuing Agent, transferred to an account designated by the Norwegian Issuing Agent.

Any Exercise Notice in respect of Finnish Certificates will not take effect against the relevant Issuer until the date on which the relevant Finnish Certificates have been transferred to the account designated by the Finnish Issuing Agent and blocked for further transfer by said Finnish Issuing Agent.

Early Redemption Trigger Conditions: Chapter 3: Knock-out Early Redemption Trigger

This chapter sets out additional terms and conditions applicable to Certificates for which the applicable Final Terms specify Knock-out Early Redemption Trigger to be applicable.

*The following terms and conditions (the **Knock-out Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Knock-out Early Redemption Trigger (the **Knock-out Early Redemption Trigger**) is applicable. These Knock-out Early Redemption Trigger Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Knock-out Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

3 KNOCK-OUT EARLY REDEMPTION TRIGGER

If on (if Specified Dates is applicable) any Knock-out Observation Date or (if American is applicable) at any time during the Knock-out Observation Period, the Underlying Value of the Underlying_r is within the relevant Range, the relevant Issuer will redeem all of the Certificates at the Early Redemption Amount with accrued interest, if any, on the corresponding Early Redemption Date. The Underlying Value reflects the price, level or rate of the Underlying_r (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying_r may therefore affect when the Certificates redeem.

3.1 Definitions and interpretation

For the purposes of these Knock-out Early Redemption Trigger Conditions, the following terms shall have the following meanings:

Early Redemption Amount means, in respect of an early redemption of (a) the Certificates (other than Zero Coupon Certificates) pursuant to these Knock-out Early Redemption Trigger Conditions, the amount determined in accordance with the relevant Redemption Method or (b) Zero Coupon Certificates pursuant to these Knock-out Early Redemption Trigger Conditions, the Fair Market Value Redemption Amount determined in accordance with General Condition 7.4 (*Fair Market Value Redemption Amounts*).

Early Redemption Date means, in respect of an early redemption of the Certificates pursuant to these Knock-out Early Redemption Trigger Conditions, the date falling the Knock-out Number of Business Days immediately following the Knock-out Trigger Date.

Knock-out Number means the number specified as such in the applicable Final Terms.

Knock-out Observation Date means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Knock-out Observation Period means the period specified as a Knock-out Observation Period in the applicable Final Terms.

Knock-out Trigger means that the Underlying Value is within the Range on any Knock-out Observation Date or at any time during the Knock-out Observation Period, as the case may be.

Knock-out Trigger Date means the last Knock-out Observation Date or date during the Knock-out Observation Period, as the case may be, on which a Knock-out Trigger occurs.

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Range means any one (only) of any one of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on each Knock-out Observation Date or at any time during the Knock-out Observation Period (as the case may be), the Underlying Value_r is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on each Knock-out Observation Date or at any time during the Knock-out Observation Period (as the case may be), the Underlying Value_r is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on each Knock-out Observation Date or at any time during the Knock-out Observation Period (as the case may be), the Underlying Value_r is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on each Knock-out Observation Date or at any time during the Knock-out Observation Period (as the case may be), the Underlying Value_r is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on each Knock-out Observation Date or at any time during the Knock-out Observation Period (as the case may be), the Underlying Value_r is less than the Lower Limit and greater than the Upper Limit.

Redemption Method has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Underlying_r means the Commodity, Index, Proprietary Index, Inflation Index, Proprietary Index, FX Rate or Benchmark Rate specified as such in the applicable Final Terms.

Underlying Value means, with respect to a Knock-out Observation Date:

- (a) in respect of an Underlying_r which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying_r which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying_r which is an Index or a Proprietary Index, the Index level;
- (d) in respect of an Underlying_r which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying_r which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_r means the Underlying Value of Underlying_r.

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

3.2 Trigger

If:

- (i) Knock-out Early Redemption Trigger is specified in the applicable Final Terms to be applicable; and
- (ii) if Specified Dates is specified in the applicable Final Terms to be applicable, at any time on any relevant Knock-out Observation Date, a Knock-out Trigger occurs, or
- (iii) if American is specified in the applicable Final Terms to be applicable, at any time during the Knock-out Observation Period, a Knock-out Trigger occurs,

the relevant Issuer will redeem all, but not some only, of the Certificates then outstanding on the Early Redemption Date and at the Early Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Early Redemption Date.

Early Redemption Trigger Conditions: Chapter 4: Callable Knock-out Early Redemption Trigger

This chapter sets out additional terms and conditions applicable to Certificates for which the applicable Final Terms specify Callable Knock-out Early Redemption Trigger to be applicable.

*The following terms and conditions (the **Callable Knock-out Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Callable Knock-out Early Redemption Trigger (the **Callable Knock-out Early Redemption Trigger**) is applicable. These Callable Knock-out Early Redemption Trigger Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Callable Knock-out Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

4 CALLABLE KNOCK-OUT EARLY REDEMPTION TRIGGER

If on a Callable Knock-out Observation Date, the Underlying Value of the Underlying_r is within the relevant Range, the relevant Issuer may (at its option) give notice to redeem all of the Certificates at the Early Redemption Amount with accrued interest, if any, on the corresponding Early Redemption Date. The Underlying Value reflects the price, level or rate of the relevant Underlying_r (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying_r may therefore affect when the Certificates redeem.

4.1 Definitions and interpretation

For the purposes of these Callable Knock-out Early Redemption Trigger Conditions, the following terms shall have the following meanings:

Callable Knock-out Number means the number specified as such in the applicable Final Terms.

Callable Knock-out Observation Date means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Callable Knock-out Redemption Notice means notice by the relevant Issuer to the holders of the Certificates given in accordance with General Condition 11 (*Notices*) with a notice period of not less than the Minimum Callable Knock-out Notice Period and, if applicable, not more than the Maximum Callable Knock-out Notice Period expressing its intention to redeem all or some only of the Certificates. A copy of such notice will be given to the Principal Certificate Agent or, in the case of redemption of Definitive Registered Certificates, the Registrar in accordance with General Condition 11 (*Notices*) (which notices shall be irrevocable and shall specify the date fixed for redemption).

Callable Knock-out Trigger means that the Underlying Value_r is within the Range on the relevant Callable Knock-out Observation Date.

Callable Knock-out Trigger Date means any Callable Knock-out Observation Date on which a Callable Knock-out Trigger occurs.

Early Redemption Amount means, in respect of an early redemption of (a) the Certificates (other than Zero Coupon Certificates) pursuant to these Callable Knock-out Early Redemption Trigger Conditions, the amount determined in accordance with the relevant Redemption Method or (b) Zero Coupon Certificates pursuant to these Callable Knock-out Early Redemption Trigger Conditions, the Fair Market Value Redemption Amount determined in accordance with General Condition 7.4 (*Fair Market Value Redemption Amounts*).

Early Redemption Date means, in respect of an early redemption of the Certificates pursuant to these Callable Knock-out Early Redemption Trigger Conditions, the date falling Callable Knock-out Number of Business Days immediately following the Callable Knock-out Trigger Date.

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Maximum Callable Knock-out Notice Period means, if applicable, the notice period specified as such in the applicable Final Terms.

Maximum Knock-out Call Nominal Amount means the amount specified as such in the applicable Final Terms.

Minimum Callable Knock-out Nominal Amount means the amount specified as such in the applicable Final Terms.

Minimum Callable Knock-out Notice Period means the notice period specified as such in the applicable Final Terms.

Range means any one (only) of any one of means Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Callable Knock-out Observation Date the Underlying Value_r is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Callable Knock-out Observation Date the Underlying Value_r is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Callable Knock-out Observation Date the Underlying Value_r is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Callable Knock-out Observation Date the Underlying Value_r is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Callable Knock-out Observation Date the Underlying Value_r is less than the Lower Limit and greater than the Upper Limit.

Redemption Method has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Underlying_r means the Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, specified as such in the applicable Final Terms.

Underlying Value means, with respect to a Callable Knock-out Observation Date:

- (a) in respect of an Underlying_r which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying_r which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying_r which is an Index or a Proprietary Index, the Index level;
- (d) in respect of an Underlying_r which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying_r which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_r means the Underlying Value of Underlying_r.

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

4.2 Trigger

If:

- (i) Callable Knock-out Early Redemption Trigger is specified in the applicable Final Terms to be applicable; and
- (ii) on the relevant Callable Knock-out Observation Date, a Callable Knock-out Trigger occurs,

the relevant Issuer may (at its option) give a Callable Knock-out Redemption Notice to redeem all, but not some only, of the Certificates then outstanding on the Early Redemption Date corresponding to the Callable Knock-out Trigger Date and at the Early Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Early Redemption Date.

Any such redemption must be of a nominal amount not less than the Minimum Callable Knock-out Nominal Amount or not more than the Maximum Knock-out Call Nominal Amount, in each case as may be specified in the applicable Final Terms.

Early Redemption Trigger Conditions: Chapter 5: Puttable Knock-out Early Redemption Trigger

This chapter sets out additional terms and conditions applicable to Certificates for which the applicable Final Terms specify Puttable Knock-out Early Redemption Trigger to be applicable.

*The following terms and conditions (the **Puttable Knock-out Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Puttable Knock-out Early Redemption Trigger (the **Puttable Knock-out Early Redemption Trigger**) is applicable. These Puttable Knock-out Early Redemption Trigger Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Puttable Knock-out Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

5 PUTTABLE KNOCK-OUT EARLY REDEMPTION TRIGGER

If on a Puttable Knock-out Observation Date, the Underlying Value of the Underlying_r is within the relevant Range, the Certificateholder may (at its option) request the relevant Issuer to redeem in whole the relevant Certificates at the Early Redemption Amount with accrued interest, if any, on the corresponding Early Redemption Date. The Underlying Value reflects the price, level or rate of the relevant Underlying_r (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying_r may therefore affect when the Certificates redeem.

5.1 Definitions and interpretation

For the purposes of these Puttable Knock-out Early Redemption Trigger Conditions, the following terms shall have the following meanings:

Early Redemption Amount means, in respect of an early redemption of (a) the Certificates (other than Zero Coupon Certificates) pursuant to these Puttable Knock-out Early Redemption Trigger Conditions, the amount determined in accordance with the relevant Redemption Method or (b) Zero Coupon Certificates pursuant to these Puttable Knock-out Early Redemption Trigger Conditions, the Fair Market Value Redemption Amount determined in accordance with General Condition 7.4 (*Fair Market Value Redemption Amounts*).

Early Redemption Date means, in respect of an early redemption of the Certificates pursuant to these Puttable Knock-out Early Redemption Trigger Conditions, the date falling the Puttable Knock-out Number of Business Days immediately following the Puttable Knock-out Trigger Date.

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Maximum Puttable Knock-out Notice Period means, if applicable, the notice period specified as such in the applicable Final Terms.

Minimum Puttable Knock-out Notice Period means the notice period specified as such in the applicable Final Terms.

Puttable Knock-out Number means the number specified as such in the applicable Final Terms.

Puttable Knock-out Observation Date means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Puttable Knock-out Redemption Notice means notice by any holder of the Certificates to the relevant Issuer given in accordance with General Condition 11 (*Notices*) with a notice period of not less than the Minimum Puttable Knock-out Notice Period and, if applicable, not more than the Maximum Puttable Knock-out Notice Period. A copy of such notice will be given to the Principal Certificate Agent or, in the case of a redemption of Definitive Registered Certificates, the Registrar in accordance with General Condition 11 (*Notices*) (which notice

shall be irrevocable and shall specify a bank account (or, if payment is required to be made by cheque, an address to which payment is to be made under this Puttable Knock-out Early Redemption Trigger Condition).

Puttable Knock-out Trigger means that the Underlying Value is within the Range on the relevant Puttable Knock-out Observation Date.

Puttable Knock-out Trigger Date means any Puttable Knock-out Observation Date on which a Puttable Knock-out Trigger occurs.

Range means any one (only) of any one of means Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Puttable Knock-out Observation Date the Underlying Value_r is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Puttable Knock-out Observation Date the Underlying Value_r is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Puttable Knock-out Observation Date the Underlying Value_r is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Puttable Knock-out Observation Date the Underlying Value_r is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Puttable Knock-out Observation Date the Underlying Value_r is less than the Lower Limit and greater than the Upper Limit.

Redemption Method has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Underlying_r means the Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, specified as such in the applicable Final Terms.

Underlying Value means, with respect to a Puttable Knock-out Observation Date:

- (a) in respect of an Underlying_r which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying_r which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying_r which is an Index or a Proprietary Index, the Index level;
- (d) in respect of an Underlying_r which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying_r which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_r means the Underlying Value of Underlying_r.

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

5.2 Trigger

If:

- (a) Puttable Knock-out Early Redemption Trigger is specified in the applicable Final Terms to be applicable; and
- (b) on the relevant Puttable Knock-out Observation Date, a Puttable Knock-out Trigger occurs,

a holder of any Certificate may give a Puttable Knock-out Redemption Notice to the relevant Issuer, upon the expiry of such Puttable Knock-out Redemption Notice, the relevant Issuer will redeem, in whole (but not, in the case of a Definitive Bearer Certificate, in part) the relevant Certificate on the Early Redemption Date corresponding to the Puttable Knock-out Trigger Date and at the Early Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Early Redemption Date. Definitive Registered Certificates may be redeemed in any multiple of their lowest Specified Denomination.

If this Certificate is in definitive form and held outside Euroclear and Clearstream, Luxembourg to exercise the right to require redemption of this Certificate, the holder of this Certificate must deliver at the specified office of any Certificate Agent (in the case of Definitive Bearer Certificates) or the Registrar (in the case of Definitive Registered Certificates) at any time during normal business hours of such Certificate Agent or, as the case may be, the Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Certificate Agent or, as the case may be, the Registrar (a **Puttable Knock-out Exercise Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Early Redemption Trigger Condition and, in the case of Definitive Registered Certificates, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Definitive Registered Certificates so surrendered is to be redeemed, an address to which a new Definitive Registered Certificate in respect of the balance of such Registered Certificates is to be sent subject to and in accordance with the provisions of General Condition 1.3 (*Transfer of Certificates*), accompanied by this Certificate or evidence satisfactory to the Certificate Agent concerned or the Registrar (in the case of Definitive Registered Certificates) that this Certificate will, following delivery of the Puttable Knock-out Exercise Notice, be held to its order or under its control.

If this Certificate is represented by a Global Certificate or is in definitive form and held through DTC, Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Certificate, the holder of this Certificate must, within the notice period, give notice to the Principal Certificate Agent or, as the case may be, the Registrar (in the case of Definitive Registered Certificates) of such exercise in accordance with the standard procedures of DTC, Euroclear or Clearstream, Luxembourg (which may include notice being given on his instruction by DTC, Euroclear or Clearstream, Luxembourg or any common depository or common safekeeper, as the case may be for them to the Principal Certificate Agent or, as the case may be, the Registrar (in the case of Definitive Registered Certificates) by electronic means) in a form acceptable to DTC, Euroclear or Clearstream, Luxembourg from time to time.

Any Puttable Knock-out Exercise Notice or other notice given in accordance with the standard procedures of DTC, Euroclear and Clearstream, Luxembourg given by a holder of any Certificate pursuant to this Puttable Knock-out Early Redemption Trigger Condition 5.2 shall be irrevocable.

Any Puttable Knock-out Redemption Notice in respect of Swedish Certificates will not take effect against the relevant Issuer until the date on which the relevant Swedish Certificates have been transferred to the account designated by the Swedish Issuing Agent and blocked for further transfer by said Agent.

Any Puttable Knock-out Redemption Notice in respect of Norwegian Certificates will not take effect against the relevant Issuer before the date on which the relevant Norwegian Certificates have been blocked for further transfer or, if requested by the Norwegian Issuing Agent, transferred to an account designated by the Norwegian Issuing Agent.

Any Puttable Knock-out Redemption Notice in respect of Finnish Certificates will not take effect against the relevant Issuer until the date on which the relevant Finnish Certificates have been transferred to the account designated by the Finnish Issuing Agent and blocked for further transfer by said Agent.

Early Redemption Trigger Conditions: Chapter 6: Target Early Redemption Trigger

This chapter sets out additional terms and conditions applicable to Certificates for which the applicable Final Terms specify Target Early Redemption Trigger to be applicable.

*The following terms and conditions (the **Target Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Target Early Redemption Trigger (the **Target Early Redemption Trigger**) is applicable. These Target Early Redemption Trigger Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Target Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

6 TARGET EARLY REDEMPTION TRIGGER

If on any Target Redemption Observation Date, the aggregate amount of interest paid on all previous Interest Payment Dates since the Issue Date is greater than or equal to the Target Level, the relevant Issuer will redeem all of the Certificates at the Early Redemption Amount on the corresponding Early Redemption Date.

6.1 Definitions and interpretation

For the purposes of these Target Early Redemption Trigger Conditions, the following terms shall have the following meanings:

Calculation Amount Factor has the meaning set out in General Condition 19 (*Definitions*).

Early Redemption Amount means, in respect of an early redemption of (a) the Certificates (other than Zero Coupon Certificates) pursuant to these Target Early Redemption Trigger Conditions, the amount determined in accordance with the relevant Redemption Method or (b) Zero Coupon Certificates pursuant to these Target Early Redemption Trigger Conditions, the Fair Market Value Redemption Amount determined in accordance with General Condition 7.4 (*Fair Market Value Redemption Amounts*).

Early Redemption Date means, in respect of an early redemption of the Certificates pursuant to these Target Early Redemption Trigger Conditions, the date falling Target Redemption Number of Business Days immediately following the Target Redemption Observation Date on which a Target Early Redemption Trigger Event occurs.

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

Interest Amount has the meaning set out in General Condition 19 (*Definitions*).

Redemption Method has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Target Level means the number or percentage in the Specified Currency per Calculation Amount specified as such in the applicable Final Terms which shall be multiplied by:

- (a) in the case of Certificates represented by a Global Certificate, the Global Certificate Calculation Amount Factor; or
- (b) in the case of a Certificate in definitive form, the Calculation Amount Factor.

Target Redemption Number means the number specified as such in the applicable Final Terms.

Target Redemption Observation Date means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

6.2 Trigger

If:

- (a) Target Early Redemption Trigger is specified in the applicable Final Terms to be applicable; and
- (b) on any Target Redemption Observation Date the aggregate Interest Amounts paid by the relevant Issuer in respect of all Certificates on all Interest Payment Dates since the Issue Date is greater than or equal to the Target Level (a **Target Early Redemption Trigger Event**),

the relevant Issuer will redeem all, but not some only, of the Certificates then outstanding on the Early Redemption Date at the Early Redemption Amount.

Early Redemption Trigger Conditions: Chapter 7: Knock-out Multi Underlying Early Redemption Trigger

This chapter sets out additional terms and conditions applicable to Certificates for which the applicable Final Terms specify Knock-out Multi Underlying Early Redemption Trigger to be applicable.

*The following terms and conditions (the **Knock-out Multi Underlying Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Knock-out Multi Underlying Early Redemption Trigger (the **Knock-out Multi Underlying Early Redemption Trigger**) is applicable. These Knock-out Multi Underlying Early Redemption Trigger Conditions are subject to completion in accordance with the applicable Final Terms.*

All capitalised terms that are not defined in these Knock-out Multi Underlying Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

7 KNOCK-OUT MULTI UNDERLYING EARLY REDEMPTION TRIGGER

If on a Knock-out Observation Date, Basket Value is within the Range, the relevant Issuer will redeem all of the Certificates at the Early Redemption Amount with accrued interest, if any, on the corresponding Early Redemption Date. Basket Value on any Knock-out Observation Date is the sum of the individual products of Leverage_i and the Underlying Value of each Underlying_i observed on such Knock-out Observation Date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying_i will therefore affect when the Certificates redeem.

7.1 Definitions and interpretation

For the purposes of these Knock-out Early Redemption Trigger Conditions, the following terms shall have the following meanings:

Basket Value means, with respect to a Knock-out Observation Date, $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$.

Early Redemption Amount means, in respect of an early redemption of (a) the Certificates (other than Zero Coupon Certificates) pursuant to these Knock-out Multi Underlying Early Redemption Trigger Conditions, the amount determined in accordance with the relevant Redemption Method or (b) Zero Coupon Certificates pursuant to these Knock-out Multi Underlying Early Redemption Trigger Conditions, the Fair Market Value Redemption Amount determined in accordance with General Condition 7.4 (*Fair Market Value Redemption Amounts*).

Early Redemption Date means, in respect of an early redemption of the Certificates pursuant to these Knock-out Early Redemption Trigger Conditions, the date falling the Knock-out Number of Business Days immediately following the Knock-out Trigger Date.

i means a number which corresponds to an item specified as such in the applicable Final Terms.

Knock-out Number means the number specified as such in the applicable Final Terms.

Knock-out Observation Date means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Knock-out Multi Underlying Trigger means that the Basket Value is within the Range on the relevant Knock-out Observation Date.

Knock-out Trigger Date means the Knock-out Observation Date on which a Knock-out Multi Underlying Trigger occurs.

Leverage_i means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying_i. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

Lower Limit means the percentage or number specified as such in the applicable Final Terms.

Range means any one (only) of Range₁, Range₂, Range₃, Range₄ or Range₅ as specified in the applicable Final Terms.

Range₁ means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

Range₂ means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

Range₃ means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

Range₄ means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

Range₅ means that on the relevant Interest Observation Date the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

Redemption Method has the meaning set out in Annex 9 (*Redemption Method Conditions*).

Underlying means each Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate specified as such in the applicable Final Terms.

Underlying_i means each Underlying corresponding to _i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying_i together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

Underlying Value means, with respect to a Knock-out Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

Underlying Value_i means the Underlying Value of Underlying_i.

Upper Limit means the percentage or number specified as such in the applicable Final Terms.

7.2 Trigger

If:

(a) Knock-out Multi Underlying Early Redemption Trigger is specified in the applicable Final Terms to be applicable; and

(b) at any time on any Knock-out Observation Date, a Knock-out Multi Underlying Trigger occurs,

the relevant Issuer will redeem all, but not some only, of the Certificates then outstanding on the Early Redemption Date and at the Early Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Early Redemption Date.

Early Redemption Trigger Conditions: Chapter 8: Secured Certificate Early Redemption Trigger

This chapter sets out additional terms and conditions applicable to Secured Certificates for which the applicable Final Terms specify Secured Certificate Early Redemption Trigger to be applicable.

*The following terms and conditions (the **Secured Certificate Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Secured Certificate Early Redemption Trigger (the **Secured Certificate Early Redemption Trigger**) is applicable. These Secured Certificate Early Redemption Trigger Conditions are subject to completion by the Secured Certificate Conditions and the applicable Final Terms.*

All capitalised terms that are not defined in these Secured Certificate Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

8 SECURED CERTIFICATE EARLY REDEMPTION TRIGGER

If a Secured Certificate Acceleration Event occurs in accordance with the Secured Certificate Conditions, the relevant Issuer will redeem all of the Certificates at the applicable Early Redemption Amount in accordance with the Secured Certificate Conditions.

Trigger

If:

- (c) the Certificates are Secured Certificates; and
 - (d) a Secured Certificate Acceleration Event occurs in accordance with the Secured Certificate Conditions,
- the relevant Issuer will redeem all, but not some only, of the Certificates then outstanding at the applicable Early Redemption Amount in accordance with the Secured Certificate Conditions.

ANNEX 9 – REDEMPTION METHOD CONDITIONS

*This annex sets out additional terms and conditions (the **Redemption Method Conditions**) relating to the redemption payments in respect of a Series of Certificates other than a redemption pursuant to General Condition 7.4 (Fair Market Value Redemption Amounts).*

The terms and conditions applicable to a Redemption Method (as defined below) of Linked Redemption Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.

All capitalised terms that are not defined in these Redemption Method Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

*The following terms and conditions (the **Redemption Method Conditions**) shall apply to the Certificates. Only those Redemption Method Conditions containing an applicable Redemption Method specified in the applicable Final Terms for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount will apply to a particular Series of Certificates for determining such amount. These Redemption Method Conditions are subject to completion in accordance with the applicable Final Terms.*

1 DEFINITIONS AND INTERPRETATION

For the purposes of these Redemption Method Conditions, the following terms shall have the following meanings:

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

Calculation Amount Factor has the meaning set out in General Condition 19 (*Definitions*).

Combination Payoff Conditions has the meaning set out in General Condition 19 (*Definitions*).

Combination Redemption Payoff means the relevant chapter of Part B of the Combination Payoff Conditions.

Early Redemption Amount is the amount determined in accordance with the Redemption Method specified as applicable for Early Redemption Amount in the applicable Final Terms, in each case subject to any applicable Payoff Feature.

Early Redemption Date has the meaning set out in General Condition 19 (*Definitions*).

Final Redemption Amount is the amount determined in accordance with the Redemption Method specified as applicable for the Final Redemption Amount in the applicable Final Terms, in each case subject to any applicable Payoff Feature.

Growth Redemption has the meaning set out in Redemption Method Condition 4 (*Growth Redemption*).

Instalment Amount has the meaning set out in General Condition 19 (*Definitions*).

Instalment Date has the meaning set out in General Condition 19 (*Definitions*).

Instalment Redemption Amount is the amount determined in accordance with the Redemption Method specified as applicable for Instalment Redemption Amount in the applicable Final Terms, in each case subject to any applicable Payoff Feature.

Nominal Amount means:

- (a) for the purposes of determining the Final Redemption Amount:
 - (i) in the case of Certificates (other than Instalment Certificates) that are represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates represented by such Global Certificate; or
 - (ii) in the case of Certificates (other than Instalment Certificates) in definitive form, the product of the Calculation Amount and the Calculation Amount Factor;
- (b) for the purposes of determining the Instalment Redemption Amount:
 - (i) in the case of Instalment Certificates that are represented by a Global Certificate, the aggregate Instalment Amount of the Certificates on the relevant Instalment Date represented by such Global Certificate; or
 - (ii) in the case of Instalment Certificates in definitive form, the Instalment Amount on the relevant Instalment Date; or
- (c) For the purposes of determining the Early Redemption Amount:
 - (i) in the case of Certificates that are represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates represented by such Global Certificate;
 - (ii) in the case of Certificates in definitive form, the product of the Calculation Amount and the Calculation Amount Factor.

Redemption Payoff means the relevant redemption payoff determined in accordance with the relevant Standard Redemption Payoff or the relevant Combination Redemption Payoff as specified in the applicable Final Terms for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount.

Payoff Feature has the meaning set out in General Condition 19 (*Definitions*).

Performance Redemption has the meaning set out in Redemption Method Condition 3 (*Performance Redemption*).

Redemption Determination Date means (a) for the purposes of determining the Final Redemption Amount, the date specified as the Redemption Determination Date in the applicable Final Terms, (b) in the case of Instalment Certificates for the purposes of determining an Instalment Redemption Amount, the relevant date specified as the Redemption Determination Date in respect of an Instalment Date, or (c) for the purposes of determining an Early Redemption Amount, the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

Redemption Method means each of Standard Redemption, Performance Redemption or Growth Redemption, as applicable for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount.

Redemption Unwind Costs means, in respect of each Certificate:

- (a) if Payoff Feature Unwind Costs is specified as applicable in the applicable Final Terms (notwithstanding that Redemption Unwind Costs is specified as applicable in the applicable Final Terms), (i) where the Final

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

subject to (a) above, if Redemption Unwind Costs is specified as applicable in the applicable Final Terms, (i) in the case of an Early Redemption Amount, an amount, equal to such Certificate's *pro rata* portion of the value (determined in the currency in which the Certificates are denominated) of any losses, expenses and costs to the relevant Issuer and/or any of its Affiliates who may have hedged the price risk of the Certificates and any loss of tax relief or other tax consequences of unwinding or adjusting any underlying or related swap agreement or other hedging arrangements, as calculated by the Calculation Agent in its sole discretion or (ii) in the case of a Final Redemption Amount or an Instalment Redemption Amount, zero (0);

if Redemption Unwind Costs and Payoff Feature Unwind Costs are each specified as not applicable in the applicable Final Terms, zero (0).

Reference Price means the percentage of the Nominal Amount of the Certificates as specified in the applicable Final Terms.

Standard Redemption has the meaning set out in Redemption Method Condition 2 (*Standard Redemption*).

Standard Payoff Conditions has the meaning set out in General Condition 19 (*Definitions*).

Standard Redemption Payoff means the relevant chapter of Part B of the Standard Payoff Conditions.

2 STANDARD REDEMPTION

If Standard Redemption is specified in the applicable Final Terms to be applicable for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount, any such amount, as the case may be, will be equal to:

$$\text{Reference Price} \times \text{Nominal Amount} - \text{Redemption Unwind Costs}$$

as determined by the Calculation Agent on the Redemption Determination Date.

3 PERFORMANCE REDEMPTION

If Performance Redemption is specified in the applicable Final Terms to be applicable for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount, any such amount, as the case may be, will be equal to:

$$(\text{Reference Price} + \text{Redemption Payoff}) \times \text{Nominal Amount} - \text{Redemption Unwind Costs}$$

as determined by the Calculation Agent on the Redemption Determination Date.

4 GROWTH REDEMPTION

If Growth Redemption is specified in the applicable Final Terms to be applicable, for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount, any such amount, as the case may be, will be equal to:

$$(\text{Reference Price} \times \text{Redemption Payoff}) \times \text{Nominal Amount} - \text{Redemption Unwind Costs}$$

as determined by the Calculation Agent on the Redemption Determination Date.

ANNEX 10 - SECURED CERTIFICATE CONDITIONS

This annex sets out additional terms and conditions for Secured Certificates.

The terms and conditions applicable to Secured Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.

All capitalised terms that are not defined in the following terms and conditions (the **Secured Certificate Conditions**) or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.

The Secured Certificate Conditions shall apply to the Certificates if the applicable Final Terms indicate that the Certificates are Secured Certificates. These Secured Certificate Conditions are subject to completion in accordance with the applicable Final Terms.

1. GENERAL

The Final Terms shall specify, *inter alia*:

- (a) whether Collateral Monitoring applies;
- (b) whether Third Party Security applies; and
- (c) the identity of any Additional Security Document.

2. DEFINITIONS

Accelerated Secured Certificate means a Certificate in respect of which a Secured Certificate Acceleration Event has occurred;

Additional Charged Document means, in respect of a Series of Secured Certificates, any document specified as such in the applicable Final Terms;

Additional Security Document means any additional security document which is entered into by the Issuer and/or any Third Party Chargor in respect of a Series of Secured Certificates in order to create a security interest over the Collateral Account and/or over the Collateral Assets therein;

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

Amount Owed means in respect of a Secured Certificate, an amount equal to that Certificate's Early Redemption Amount minus any amounts which have been paid in respect of that Certificate by the Guarantor prior to Enforcement;

Certificate Valuation Agency Agreement means the agreement between, *inter alia*, Crédit Agricole Corporate And Investment Bank as Certificate Valuation Agent and the Issuer as amended, restated and/or supplemented from time to time;

Certificate Valuation Agent means Crédit Agricole Corporate And Investment Bank (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Certificate Valuation Agency Agreement and/or these Secured Certificate Conditions) and, if applicable, any sub-agent of, or any other entity appointed by Crédit Agricole Corporate And Investment Bank;

Charged Documents means each of the Collateral Management Agreement, the Collateral Monitoring Agency Agreement, the Custodian Agreement, the Certificate Valuation Agency Agreement, the Disposal Agency Agreement and any applicable Additional Charged Document;

Collateral Account has the meaning given to it in Secured Certificate Condition 4.1;

Collateral Arrangement Party means the Collateral Manager, the Collateral Monitoring Agent, the Custodian, the Security Trustee and the Disposal Agent;

Collateral Assets means, in respect of a Series of Secured Certificates, the assets Delivered to the Custodian and held in the Collateral Account relating to such Series of Secured Certificates. The Collateral Assets to be Delivered on the Issue Date will be specified in the applicable Final Terms;

Collateral Assets Entitlement means, in respect of a Certificate in a Series of Secured Certificates, the *pro rata* share of (i) the Collateral Assets available for distribution in respect of such Certificate, subject to a maximum amount of Collateral Assets with value equal to the Amount Owed and (ii) any other amounts available for distribution in accordance with the Security Trust Deed following Enforcement, after (A) payment has been made of all amounts due in respect of such Series of Secured Certificates to the Secured Parties ranking prior to the Certificateholders in accordance with the Order of Priority specified in the applicable Final Terms and (B) liquidation of any Collateral Assets which are otherwise required to be realised in accordance with these Secured Certificate Conditions;

Collateral 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 the jurisdiction of the currency in which the relevant Collateral Asset is denominated or as may otherwise be specified in the applicable Final Terms;

Collateral Currency Screen Page means the relevant screen page specified in the applicable Final Terms for the purpose of determining the relevant spot exchange rate;

Collateral Currency Specified Time means the specified time specified in the applicable Final Terms for the purpose of determining the relevant spot exchange rate;

Collateral Delivery Date means, in relation to a Series of Secured Certificates where Physical Delivery of Collateral Assets on Enforcement is applicable, the date on which the Security Trustee intends to Deliver the Collateral Assets Entitlement to Certificateholders;

Collateral Disruption Event means either:

- (A) the Issuer and/or any of its Affiliates considers, in its sole and absolute discretion that it:
 - (i) is unable, as a result of any legal, contractual or other restrictions or constraints (including, without limitation, any laws, regulations, court orders, other governmental or regulatory constraints), adverse market conditions or a lack of liquidity in the market or otherwise, after using commercially reasonable efforts

- to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or option contracts it deems necessary to obtain Collateral Assets; or (B) freely realise, recover, remit, receive, re-patriate or transfer the proceeds of any such transactions(s) or assets(s) or futures or option contract(s) or any relevant hedge positions relating to the Collateral Assets; or
- (ii) would incur a materially increased (as compared with circumstances existing on the date on which the issue of a Series of Secured Certificates is first priced) amount of tax, duty, expense, fee (other than brokerage commissions) or other relevant cost (including, for the avoidance of doubt, any funding cost) to (A) acquire, borrow, substitute, or dispose of any Collateral Assets, (B) establish, re-establish, substitute, maintain, unwind or dispose of any transaction entered into by the Issuer or any of its Affiliates in connection with the Collateral Assets or (C) realise, recover or remit the proceeds of any such Collateral Assets; or
- (B) the Issuer is unable, after using commercially reasonable efforts, to find a suitable substitute or replacement Collateral Arrangement Party following the termination of the relevant agreement or resignation or removal for any reason of a Collateral Arrangement Party or the Issuer would incur costs, expenses or other liabilities in excess of those costs, expenses and liabilities which would have been incurred in the future but for the occurrence of the Collateral Disruption Event in respect of the function performed by the relevant Collateral Arrangement Party (unless Certificateholders compensate the Issuer for the excess amount within 2 Business Days of the Issuer notifying Certificateholders of the occurrence of this Collateral Disruption Event); or
- (C) except in the case of a Collateral Settlement Disruption, at the end of the Required Settlement Period (i) the External Event(s) continue(s) to exist or (ii) the Collateral Assets for which the regular settlement period is greater than 10 Collateral Business Days under normal market conditions have not been settled. For the avoidance of doubt, it shall constitute a Collateral Disruption Event if, in the case of a Collateral Settlement Disruption, at the end of the 60 Collateral Business Day period (i) the External Event(s) continue(s) to exist or (ii) the Collateral Assets for which the regular settlement period is greater than 10 Collateral Business Days under normal market conditions have not been settled; or
- (D) a failure by the Custodian to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with the Custodian Agreement if such failure is continuing after any applicable grace period has elapsed, the expiration or termination of the Custodian Agreement or the failing or ceasing of the Custodian Agreement to be in full force and effect or the Custodian disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of the Custodian Agreement (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf) (a "**Custodian Default**");

Collateral Enforcement Notice means a notice from a Certificateholder requesting that the security constituted by the relevant Pledge Agreement and the relevant Security Trust Deed be enforced. Any Collateral Enforcement Notice shall be in writing and delivered in accordance with Secured Certificate Condition 6.1 to the Security Trustee and copied to the relevant Issuer, the Guarantor, and the Principal Certificate Agent and shall include such details as are necessary to establish and verify the Secured Certificates held by the Certificateholder delivering such notice;

Collateral Enforcement Proceeds means the net proceeds of realisation of, or enforcement with respect to, the Collateral Assets in a Collateral Pool following payment of all amounts payable to the Secured Parties ranking prior to the Certificateholders in accordance with the Order of Priority specified in the applicable Final Terms;

Collateral Enforcement Proceeds Share means, in respect of a Series of Secured Certificates, the *pro rata* share of the Collateral Enforcement Proceeds attributable to each Secured Certificate in such Series of Secured Certificates, subject to a maximum equal to the Amount Owed,

Collateral Management Agreement means the agreement between, *inter alia*, Crédit Agricole Corporate And Investment Bank as Collateral Manager and the Issuers, as amended, restated and/or supplemented from time to time;

Collateral Manager means Crédit Agricole Corporate And Investment Bank (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Collateral Management Agreement and/or these Secured Certificate Conditions) and, if applicable, any sub-agent of, or any other entity appointed by the Collateral Manager;

Collateral Monitoring means the monitoring of the value of the Collateral Assets on the Issue Date and the Collateral Test Dates in accordance with these Secured Certificate Conditions, as may be specified as being applicable in relation to a Series of Secured Certificates in the applicable Final Terms;

Collateral Monitoring Agency Agreement means the agreement between, *inter alia*, the Collateral Monitoring Agent and the Issuers, as amended, restated and/or supplemented from time to time, which such agreement includes, with respect to a Series of Secured Certificates, the terms documented in the related Collateral Monitoring Issue Specific Terms;

Collateral Monitoring Agent means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, Citibank N.A., London branch (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Collateral Monitoring Agency Agreement and/or these Secured Certificate Conditions), and, if applicable, any sub-agent of, or any other entity appointed by the Collateral Monitoring Agent;

Collateral Monitoring Agent Notice means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, a notice from the Collateral Monitoring Agent to the Collateral Manager providing details of why it considers that the Collateral Test is not satisfied or, if a Collateral Test Notice has been delivered, that the Collateral Test will not be satisfied (or will no longer be satisfied) after taking into account any adjustments specified in such Collateral Test Notice;

Collateral Monitoring Issue Specific Terms means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, a document substantially in the form set scheduled to the Collateral Monitoring Agency Agreement, completed so as to document the Supplemental Collateral Monitoring Services to be performed in respect of such Series by the Collateral Monitoring Agent;

Collateralisation Percentage means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, the percentage level specified as such in the applicable Final Terms or the percentage level determined through the application of a formula specified in the applicable Final Terms. The applicable Final Terms may specify that the Collateralisation Percentage may vary during the term of the Certificates, after a certain date or following the occurrence of a specified event.

Collateral Pool means, in respect of a series of Secured Certificates, the pool of Collateral Assets held in the Collateral Account and pledged pursuant to a Pledge Agreement;

Collateral Rules means the collateral rules specified in the applicable Final Terms relating to a Series of Secured Certificates which, for the avoidance of doubt, will be satisfied in relation to a Collateral Pool relating to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable to the extent that the Collateral Pool compromises Eligible Collateral Assets with a Collateral Value equal to the Required Collateral Value as at the relevant date;

Collateral Settlement Disruption shall have the same meaning attributed to it in the definition of Required Settlement Period;

Collateral Test means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, a determination as to whether (i) the Collateral Rules are satisfied and (ii) the Collateral Value is greater than or equal to the Required Collateral Value;

Collateral Test Date means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, each periodic date as is specified in the applicable Final Terms and any other date deemed to be a Collateral Test Date in accordance with these Secured Certificate Conditions;

Collateral Test Dispute Resolution Procedure means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, the dispute resolution procedures set out below:

- (i) utilising any calculations, rules or criteria which the Collateral Manager and the Collateral Monitoring Agent have agreed are not in dispute;
- (ii) if such dispute relates to the satisfaction of the Eligibility Criteria or the Collateral Rules, appointing an independent third person (acting as an expert and not as an arbitrator) selected by the Collateral Manager and approved by the Collateral Monitoring Agent (such approval not to be unreasonably withheld) to determine whether such Eligibility Criteria and Collateral Rules are satisfied with the determination of any such person being final and binding upon the Collateral Manager and the Collateral Monitoring Agent; and
- (iii) calculating the value of those Collateral Assets the value of which is in dispute by using reasonable endeavours to seek four actual, firm and executable quotations at mid-market for such Collateral Assets with contract sizes approximately equal to the value of such Collateral Assets from leading dealers in assets of the type of the Collateral Assets who are committed to trade with the Issuer or the Collateral Manager, which may include Crédit Agricole Corporate and Investment Bank or any of its Affiliates, as selected by the Collateral Manager in its sole discretion acting in a commercially reasonable manner, and taking the highest of those obtained; provided that if four quotations are not available for a particular Collateral Asset, then fewer than four quotations may be used

for that Collateral Asset, and if no quotations are available for a particular Collateral Asset, then the Collateral Manager's original calculations will be used for the Collateral Asset;

Collateral Test Notice means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, a notice sent or caused to be sent by the Collateral Manager to the Collateral Monitoring Agent and the Custodian (copied to the Issuer and the Guarantor, as the case may be) in relation to a particular Collateral Pool specifying that the Collateral Test has not been satisfied on a Collateral Test Date, the reasons for such failure and the adjustments to be made to the Collateral Pool (including *inter alia* the type and quantity of any Collateral Assets to be deposited and/or removed) in order to satisfy the Collateral Test;

Collateral Transaction Documents means the Collateral Management Agreement, the Collateral Monitoring Agency Agreement, the Custodian Agreement, the Certificate Valuation Agency Agreement, the Disposal Agency Agreement and each relevant Pledge Agreement and Security Trust Deed;

Collateral Valuation Currency means Euro, except where otherwise specified in the applicable Final Terms;

Collateral Valuation at Nominal Value shall have the same meaning attributed to it in the definition of Collateral Value;

Collateral Value means, except if Collateral Valuation at Nominal Value is specified as applicable in the applicable Final Terms, the aggregate value as of the relevant Valuation Point, expressed in the Collateral Valuation Currency, of the Eligible Collateral Assets in a Collateral Pool, in each case taking into account any Haircut applied in relation thereto. The Collateral Manager will determine the Collateral Value on the basis of such valuation method or methods as the Collateral Manager may, acting in good faith and in a commercially reasonable manner, determine in its discretion. Where the relevant currency of denomination of a Collateral Asset is other than the Collateral Valuation Currency, the Collateral Manager shall convert the value of such Collateral Asset at the relevant spot exchange rate. The relevant spot exchange rate shall be the rate displayed on the Collateral Currency Screen Page at the Collateral Currency Specified Time or, if no such Collateral Currency Screen Page is specified in the applicable Final Terms or such Collateral Currency Screen Page is not available, the relevant spot rate shall be the rate determined by the Collateral Manager in good faith and in a commercially reasonable manner, at such time as the Collateral Manager may, in its discretion, select. When Collateral Valuation at Nominal Value is specified as applicable in the applicable Final Terms, only debt instruments shall be considered as Eligible Collateral Assets, the Collateral Value shall be deemed to be equal to the aggregate nominal value of the Collateral Assets constituting Eligible Collateral Assets (after taking into account any Haircut applied in relation thereto, as further described below) and "Collateral Value" shall be construed accordingly throughout these Secured Certificate Conditions;

Custodian means Citibank International plc (Luxembourg branch) (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Custodian Agreement and/or these Secured Certificate Conditions) and, if applicable, any sub-custodian of, or any other entity appointed by the Custodian;

Custodian Agreement means the agreement governed by Luxembourg law between, *inter alia*, the Custodian and the Issuers as amended, restated and/or supplemented from time to time;

Deliver means, in respect of any Collateral Asset forming part of a Collateral Assets Entitlement, to deliver, novate, transfer, assign or sell, as appropriate, in a manner customary for the settlement of the applicable Collateral Asset (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Collateral Asset to the Certificateholders free and clear of any and all liens, charges, claims or encumbrances. **Delivery** and **Delivered** will be construed accordingly;

Disposal Agency Agreement means the agreement between, *inter alia*, the Disposal Agent and the Issuers, as amended, restated and/or supplemented from time to time;

Disposal Agent means Citibank N.A., London branch (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Disposal Agency Agreement and/or these Secured Certificate Conditions) and, if applicable, any sub-agent of, or any other entity appointed by the Disposal Agent;

Dispute Notice means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, a notice in writing from the Collateral Manager to the Collateral Monitoring Agent notifying the Collateral Monitoring Agent that the Collateral Manager disputes the contents of a Collateral Monitoring Agent Notice;

Dispute Resolution Procedure Notice means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, a notice in writing from the Collateral Manager to the Collateral Monitoring Agent confirming that the Collateral Manager intends to commence the Collateral Test Dispute Resolution Procedure to determine the adjustments (if any) to be made to the Collateral Pool;

Early Redemption Amount means, in relation to a Secured Certificate, its Fair Market Value Redemption Amount determined in accordance with General Condition 7.4 (*Fair Market Value Redemption Amounts*);

Eligibility Criteria means, in relation to a series of Secured Certificates to which Collateral Monitoring is specified as applicable in the applicable Final Terms, the eligibility criteria specified in the applicable Final Terms;

Eligible Collateral Assets means, in relation to a series of Secured Certificates to which Collateral Monitoring is specified as applicable in the applicable Final Terms, Collateral Assets which satisfy the Eligibility Criteria;

Enforcement means, in relation to a Series of Secured Certificates, the taking of any step by the Security Trustee and/or the Pledgee to enforce the security constituted by related Security Trust Deed and/or the Pledge Agreement, respectively;

External Event shall have the same meaning attributed to it in the definition of Required Settlement Period;

First Level Revised Collateral Test Notice means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, a revised Collateral Test Notice sent by the Collateral Manager, following receipt by the Collateral Manager of a Collateral Monitoring Agent Notice the contents of which the Collateral Manager is in agreement with. A First Level Revised

Collateral Test Notice shall be provided by the Collateral Manager to the Collateral Monitoring Agent (copied to the Issuer and the Guarantor, as the case may be) and shall be prepared in the same way and shall provide the same information as is required to be included in a Collateral Test Notice;

Haircut means, if specified as applicable in the applicable Final Terms in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, the percentage amount by which the value of each type of Collateral Asset contained in a Collateral Pool is discounted, as specified in the applicable Final Terms. For the avoidance of doubt, the applicable Final Terms may specify one Haircut value per type or class of Collateral Asset;

Liability means, for the purposes of these Secured Certificate Conditions, any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis (and **Liabilities** shall be construed accordingly);

Order of Priority means the order specified in the applicable Final Terms by which the Security Trustee shall apply the Collateral Assets (or the proceeds thereof) and any other amounts in respect of the Collateral Assets (or the proceeds thereof) or the Charged Documents received following Enforcement in accordance with Secured Certificate Condition 6. The Order of Priority may be the Standard Order of Priority (as defined below) or any alternative order of item (a), (b), (c), (d), (e) and (f) below, as specified in the applicable Final Terms.

- (a) payment or satisfaction of all Liabilities incurred by or payable to the Security Trustee or, where applicable, the Disposal Agent (which shall include any taxes required to be paid, the costs of realising any security (including the distribution of enforcement proceeds and/or, where Physical Delivery of Collateral Assets on Enforcement is applicable, Delivery of the Collateral Assets Entitlement to the Certificateholders of the related Secured Certificates) and the remuneration of the Security Trustee or any appointee of the Security Trustee or, where applicable, the Disposal Agent);
- (b) in payment of any amounts due to be paid or reimbursed to the Custodian by the Issuer;
- (c) payment of any amounts due to be paid or reimbursed to the Collateral Monitoring Agent by the Issuer;
- (d) on a *pro rata* and *pari passu* basis, in payment of the Amount Owed in respect of each Certificate;
- (e) *pro rata* in payment of any amounts owed to the creditors (if any) whose claims have arisen as a result of the creation, operation or liquidation of the Collateral Assets (save to the extent that the claims of any such creditor fall within paragraphs (a) to (d) above);
- (f) where "Third Party Security" is applicable, payment to the Third Party Chargor of an amount equal to the value of the Collateral Assets Delivered to the Custodian by the Third Party Chargor in accordance with the Pledge Agreement; and
- (g) payment of the balance (if any) to the Issuer;

the “**Standard Order of Priority**” means that the Order of Priority shall follow the order (a), (b), (c), (d), (e), (f), (g) specified above.

Physical Delivery of Collateral Asset on Enforcement means, if specified as applicable in the applicable Final Terms, that upon Enforcement, the Security Trustee will not sell, or cause to be sold, the Collateral Assets (unless there is a Physical Delivery of Collateral Assets Disruption Event and other than in order to pay any amounts payable to the Secured Parties ranking prior to the Certificateholders in accordance with the Order of Priority specified in the applicable Final Terms) but will instead Deliver or cause to be Delivered the Collateral Assets Entitlement (after, for the avoidance of doubt, payment has been made of all amounts due in respect of such Certificates to the Secured Parties ranking prior to the Certificateholders in accordance with the Order of Priority specified in the applicable Final Terms) to each Certificateholder in the manner set out in Secured Certificate Condition 6.8;

Physical Delivery of Collateral Assets Disruption Event means any event beyond the control of the Issuer, the Collateral Manager or the Security Trustee as a result of which the Relevant Clearing System (as defined in the applicable Final Terms) cannot Deliver some or all of the Collateral Assets Entitlement required to be Delivered pursuant to the terms of these Secured Certificate Conditions;

Pledge Agreement means a pledge agreement governed by Luxembourg law between the Issuer and/or the relevant Third Party Chargor (where Third Party Security is applicable), the Custodian and the Security Trustee creating security over Collateral Assets contained in one or more Collateral Accounts in favour of the Security Trustee on behalf of itself and the relevant Certificateholders (which such security interest will be held by the Security Trustee pursuant to the Security Trust Deed) and/or, if any Collateral Assets are not held in Luxembourg and/or require a different security interest, any Additional Security Document;

Post Dispute Collateral Test Notice means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, a post dispute Collateral Test Notice sent by the Collateral Manager following the conclusion of a Collateral Test Dispute Resolution Procedure. A Post Dispute Collateral Test Notice shall be provided by the Collateral Manager to the Collateral Monitoring Agent (copied to the Issuer and the Guarantor) and shall be prepared in the same way and shall provide the same information as is required to be included in a Collateral Test Notice;

Pre-Enforcement Payment Period means the period of 14 Business Days (or such other number of Business Days as may be specified in the applicable Final Terms) from and including the date on which notice was sent to Certificateholders of the occurrence of a Secured Certificate Acceleration Event;

Required Collateral Default means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable:

- (A) following receipt of a Collateral Monitoring Agent Notice which indicates that the Collateral Test is not satisfied (or will not be satisfied after taking into account any adjustments specified in a Collateral Test Notice):
 - (1) no First Level Revised Collateral Test Notice or Dispute Notice has been sent; or
 - (2) no Second Level Revised Collateral Test Notice or Dispute Resolution Procedure Notice has been sent; or
 - (3) no Post Dispute Collateral Test Notice has been sent,

in each case on or before the fifth Collateral Business Day following the date on which the Collateral Manager had the obligation to send such notice to the Collateral Monitoring Agent; or

- (B) the Issuer or the Third Party Chargor (where Third Party Security is applicable) or the Collateral Manager (on behalf of the Issuer) fails to Deliver the additional necessary Collateral Assets within the Required Settlement Period and such failure results in the Collateral Test not being satisfied for five consecutive Collateral Business Days following the end of such Required Settlement Period (when determining whether the Collateral Test has been so satisfied, only Collateral Assets which have actually been transferred to the relevant Collateral Account shall be taken into account);

Required Collateral Default Notice means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, a notice from the Collateral Monitoring Agent to the Issuer, the Guarantor, the Collateral Manager, the Custodian and the Security Trustee specifying that a Required Collateral Default has occurred;

Required Collateral Value means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable:

- (A) if MV Collateralisation is specified as the Type of Collateralisation applicable in the Final Terms relating thereto, the product of (a) the Collateralisation Percentage (b) the Secured Certificate Market Value of the Secured Certificates for the relevant Series of Secured Certificates and (c) the number of Certificates in such Series of Secured Certificates;
- (B) if NV Collateralisation is specified as the Type of Collateralisation applicable in the Final Terms relating thereto, the product of (a) the Collateralisation Percentage and (b) the total aggregate nominal amount of the Certificates of the relevant Series of Secured Certificates;
- (C) if Min (MV, NV) Collateralisation is specified as the Type of Collateralisation applicable in the Final Terms relating thereto, the lower of:
 - (1) the product of (a) the Collateralisation Percentage (b) the Secured Certificate Market Value of the relevant Series of Secured Certificates and (c) the number of Certificates in such Series of Secured Certificates; and
 - (2) the product of (a) the Collateralisation Percentage and (b) the total aggregate nominal amount of the Certificates of the relevant Series of Secured Certificates; or
- (D) if Max (MV, NV) Collateralisation is specified as the Type of Collateralisation applicable in the Final Terms relating thereto, the greater of:
 - (1) the product of (a) the Collateralisation Percentage (b) the Secured Certificate Market Value of the relevant Series of Secured Certificates and (c) the number of Certificates in such Series of Secured Certificates; and
 - (2) the product of (a) the Collateralisation Percentage and (b) the total aggregate nominal amount of the Certificates of the relevant Series of Secured Certificates; or

in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is not applicable, and with respect to any date, the relevant value of Collateral Assets specified in the applicable Final Terms.

In determining the Required Collateral Value, where the Specified Currency of any Secured Certificate is other than the Collateral Valuation Currency, the Collateral Manager shall convert the value of such Secured Certificate at the relevant spot exchange rate. The relevant spot exchange rate shall be the rate displayed on the Collateral Currency Screen Page at the Collateral Currency Specified Time or, if no such Collateral Currency Screen Page is specified in the applicable Final Terms or such Collateral Currency Screen Page is not available, the relevant spot rate shall be the rate determined by the Collateral Manager in good faith and in a commercially reasonable manner, at such time as the Collateral Manager may, in its discretion, select;

Required Settlement Period means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, the required period for settlement of the Collateral Assets relating to the adjustments to be made to a Collateral Pool in accordance with a Collateral Test Notice, First Level Revised Collateral Test Notice, Second Level Revised Collateral Test Notice or Post Dispute Collateral Test Notice, as applicable. The Required Settlement Period shall be ten Collateral Business Days following delivery of a Collateral Test Notice or, where such Collateral Test Notice is followed by a Collateral Monitoring Agent Notice, ten Collateral Business Days following delivery of the First Level Revised Collateral Test Notice, Second Level Revised Collateral Test Notice or Post Dispute Collateral Test Notice, as applicable; provided however that this 10 Collateral Business Day period may be extended up to a maximum additional period of 60 Collateral Business Days (i) if the adjustments to be made to the Collateral Pool have not been settled as a result of an event beyond the control of the Collateral Manager, the Collateral Monitoring Agent and the Issuer (including, but not limited to, as a result of a failure or inability of the relevant clearing system to clear the relevant Collateral Assets), an **External Event** or (ii) in relation to Collateral Assets for which the regular settlement period is greater than 10 Collateral Business Days under normal market conditions ((i) and (ii) being referred to as a **Collateral Settlement Disruption**). During the above additional 60 Collateral Business Day period the Collateral Manager may propose the replacement of the affected Collateral Assets by other Collateral Assets complying with the Collateral Rules and the Eligibility Criteria, or propose any other relevant measures so that the Collateral Test be satisfied. If at the end of the 60 Collateral Business Day period (i) the External Event(s) continue(s) to exist or (ii) the Collateral Assets for which the regular settlement period is greater than 10 Collateral Business Days under normal market conditions have not been settled, this shall constitute a Collateral Disruption Event;

Second Level Revised Collateral Test Notice means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, a revised Collateral Test Notice sent by the Collateral Manager after having (i) disputed the contents of a Collateral Monitoring Agent Notice, (ii) delivered a Dispute Notice in relation thereto and (iii) resolved and agreed such dispute with the Collateral Monitoring Agent. A Second Level Revised Collateral Test Notice shall be provided by the Collateral Manager to the Collateral Monitoring Agent (copied to the Issuer and the Guarantor) and shall be prepared in the same way and shall provide the same information as is required to be included in a Collateral Test Notice;

Secured Certificate Acceleration Event means that a Certificateholder has delivered a valid Secured Certificate Acceleration Notice.

Secured Certificate Acceleration Notice means a notice delivered by a holder of any Secured Certificate in respect of which a Secured Certificate Event of Default has occurred and is continuing,

specifying that the Certificates of such Series held by it are immediately due and repayable at their Early Redemption Amount (or, where Physical Delivery of Collateral Assets on Enforcement is specified as being applicable in the applicable Final Terms, that such Secured Certificates will be subject to settlement in accordance with Secured Certificate Condition 6.8). Any Secured Certificate Acceleration Notice shall be in writing and delivered to the relevant Issuer, the Guarantor, the Principal Certificate Agent and the Security Trustee and shall include such details as are necessary to establish and verify the Secured Certificates held by the Certificateholder delivering such notice;

Secured Certificate Event of Default means, in relation to a Secured Certificate, the occurrence of any one or more of the following events:

- (a) if default is made in the payment of any principal or interest due on the Secured Certificates or any of them on the due date and such default, in the case of any payment of interest, continues for a period of 15 days or more after written notice thereof is received by the relevant Issuer from the Principal Certificate Agent (and the Principal Certificate Agent shall be bound to give such notice forthwith upon the request of any Certificateholder) or such other period specified in the Final Terms, unless the relevant Issuer or the Guarantor shall have remedied such default before the expiry of such period and save that late Delivery of any Physical Settlement Amount in the circumstances described in Annex 2 (*Credit Linked Conditions*) or Annex 3 (*Bond Linked Conditions*) (as the case may be) respectively shall not constitute a Secured Certificate Event of Default hereunder; or
- (b) a Required Collateral Default Notice is served; or
- (c) in the case of Certificates issued by Crédit Agricole CIB or Crédit Agricole CIB FS, if the relevant Issuer ceases to pay its debts generally as and when they fall due or a judgment is issued for the judicial liquidation (*liquidation judiciaire*) of the relevant Issuer or for the transfer of the whole of its business (*cession totale de l'entreprise*), or the relevant Issuer is subject to similar bankruptcy or insolvency proceedings, or the relevant Issuer makes any proposals for a conveyance, assignment or other arrangement concerning the whole or a substantial part of its assets for the benefit of its creditors, or a resolution is passed by the relevant Issuer for its winding-up or dissolution, other than in connection with the consolidation or amalgamation of the relevant Issuer with, or its merger with or into, or the transfer of all or substantially all its assets to another entity and the creditworthiness of the resulting, surviving or transferee entity is not materially weaker than that of the relevant Issuer immediately prior to such action; or
- (d) in the case of Certificates issued by Crédit Agricole CIB FP or Crédit Agricole CIB FG, if a liquidator, provisional liquidator, administrator, receiver and manager or inspector under the corporate law of the relevant Issuer or any of its material assets, undertaking or property is appointed or any encumbrancer takes possession of all or a substantial part of the assets or property of the relevant Issuer, or the relevant Issuer is declared “en désastre” in Guernsey or the relevant Issuer takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or the relevant Issuer stops payment generally or ceases or threatens to cease to carry on its business, except in connection with a merger or other reorganisation in which all of the relevant Issuer’s assets are transferred to, and all of the relevant Issuer’s debts and liabilities (including the Certificates) are assumed by another entity which continues the relevant Issuer’s activities; or
- (e) a failure by the Issuer or any Third Party Chargor to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Security Trust Deed

or Pledge Agreement if such failure is continuing after any applicable grace period has elapsed, the expiration or termination of such Security Trust Deed or Pledge Agreement or the failing or ceasing of such Security Trust Deed or Pledge Agreement, or any security granted by the Issuer or any Third Party Chargor, to be in full force and effect prior to the satisfaction of all the obligations of such party under these Secured Certificate Conditions or the Issuer or any Third Party Chargor disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Security Trust Deed or Pledge Agreement (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf).

Secured Certificate Market Value means, in respect of a Series of Secured Certificates in respect of which Collateral Monitoring is applicable and in relation to which MV Collateralisation, Min (MV,NV) Collateralisation or Max (MV,NV) Collateralisation is applicable, the amount determined by the Certificate Valuation Agent as the market value applicable to each relevant Secured Certificate of such Series of Secured Certificates as of the Valuation Point and shall be calculated on the basis of such valuation method as the Certificate Valuation Agent may, acting in good faith and in a commercially reasonable manner and in accordance with the terms of the Certificate Valuation Agency Agreement, determine in its discretion;

Secured Obligations has the meaning given to it in Secured Certificate Condition 3.1;

Secured Parties means the parties referred to in sub-paragraphs (a) to (e) (inclusive) of the definition of Order of Priority (each, a **Secured Party**);

Security Trustee means Citicorp Trustee Company Limited (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the relevant Security Trust Deed and/or these Secured Certificate Conditions);

Security Trust Deed means a security trust deed governed by English law and entered into by the Security Trustee and the Issuer on the Issue Date specified in the applicable Final Terms for a Series of Secured Certificates;

Supplemental Collateral Monitoring Services means with respect to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, the services to be performed in respect of such Series by the Collateral Monitoring Agent, in addition to the general services set forth in Collateral Monitoring Agency Agreement;

Third Party Bidder means any party identified as such in the applicable Final Terms for the purposes of Secured Certificate Condition 6.6;

Third Party Chargor has the meaning given to it in Secured Certificate Condition 4.8;

Third Party Security has the meaning given to it in Secured Certificate Condition 4.8;

Type of Collateralisation means, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, MV Collateralisation, NV Collateralisation, Min (MV,NV) Collateralisation or Max (MV,NV) Collateralisation as specified in the applicable Final Terms;

Undeliverable Collateral Assets means Collateral Assets which either the Security Trustee or any agent acting on its behalf, as the case may be, is unable to Deliver in accordance with Secured Certificate Condition 6 due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event; and

Valuation Point means, unless otherwise specified in the applicable Final Terms, the Collateral Business Day immediately preceding the Issue Date or the relevant Collateral Test Date, as the case may be, or, if a valuation of the relevant Collateral Asset or Secured Certificate, as applicable, is not available on such date, the date of the last available valuation of such Collateral Asset or Secured Certificate.

3. GENERAL

3.1 Security Trustee

In relation to each Series of Secured Certificates, Citicorp Trustee Company Limited shall be appointed as Security Trustee and shall undertake the duties of Security Trustee in respect of the Secured Certificates as set out below and in the applicable Final Terms, the relevant Pledge Agreement and in the relevant Security Trust Deed; and the expression "Security Trustee" shall, in relation to the relevant Secured Certificates, include any substitute or replacement entity appointed respectively as Security Trustee in respect thereof pursuant to the terms of the relevant Security Trust Deed.

In relation to each Series of Secured Certificates, the Security Trustee will enter into a Security Trust Deed. Under the terms of the Security Trust Deed:

- (a) the Issuer will covenant that it will duly and punctually pay or discharge its obligations in respect of the Series of Secured Certificates to which the Security Trust Deed relates and under the Collateral Transaction Documents (the "**Secured Obligations**") and that it will punctually pay to the Security Trustee amounts equal to and in the same currency as any Secured Obligations as and when they fall due for payment, so that the Security Trustee will be the obligee of such covenant and may claim performance of such covenant in its own name and not only as agent, representative or trustee acting on behalf of the Secured Parties; and
- (b) the Security Trustee will hold the rights granted to it under the Security Trust Deed and the relevant Pledge Agreement on trust for itself, the Certificateholders and the other relevant Secured Parties.

3.2 Collateral Manager

Crédit Agricole Corporate And Investment Bank shall undertake the duties of Collateral Manager in respect of each Series of Secured Certificates, as set out in these Secured Certificate Conditions and in the applicable Final Terms and as further provided for in the Collateral Management Agreement. The expression "Collateral Manager" shall, in relation to the relevant Secured Certificates, include any substitute or replacement entity appointed respectively as Collateral Manager in respect thereof pursuant to the terms of the relevant Collateral Management Agreement.

3.3 Collateral Monitoring Agent

Citibank N.A., London branch shall, in relation to a Series of Secured Certificates in respect of which Collateral Monitoring is applicable, undertake the duties of Collateral Monitoring Agent in respect of the relevant Series Secured Certificates, as set out in these Secured Certificate Conditions and in the applicable Final Terms and as further provided for in the Collateral Monitoring Agency Agreement. The expression "Collateral Monitoring Agent" shall, in relation to the relevant Secured Certificates, include any substitute or replacement entity appointed

respectively as Collateral Monitoring Agent in respect thereof pursuant to the terms of the relevant Collateral Monitoring Agency Agreement.

3.4 Custodian

Citibank International plc (Luxembourg branch) shall undertake the duties of Custodian in respect of each Series of Secured Certificates, as set out in these Secured Certificate Conditions and in the applicable Final Terms and as further provided for in the Custodian Agreement. The expression "Custodian" shall, in relation to the relevant Secured Certificates, include any substitute or replacement entity appointed respectively as Custodian in respect thereof pursuant to the terms of the relevant Custodian Agreement.

3.5 Certificate Valuation Agent

Crédit Agricole Corporate And Investment Bank shall undertake the duties of Certificate Valuation Agent in respect of each Series of Secured Certificates, as set out in these Secured Certificate Conditions and in the applicable Final Terms and as further provided for in the Certificate Valuation Agency Agreement. The expression "Certificate Valuation Agent" shall, in relation to the relevant Secured Certificates, include any substitute or replacement entity appointed respectively as Certificate Valuation Agent in respect thereof pursuant to the terms of the relevant Certificate Valuation Agency Agreement.

3.6 Disposal Agent

Citibank N.A., London branch shall, undertake the duties of Disposal Agent in respect of each Series of Secured Certificates, as set out in these Secured Certificate Conditions and in the applicable Final Terms and as further provided for in the Disposal Agency Agreement. The expression "Disposal Agent" shall, in relation to the relevant Secured Certificates, include any substitute or replacement entity appointed respectively as Disposal Agent in respect thereof pursuant to the terms of the relevant Disposal Agency Agreement.

Under the Disposal Agency Agreement, the Disposal Agent may dispose of all or some of the Collateral Assets on behalf of and only when instructed to do so by the Security Trustee in accordance with the Security Trust Deed.

3.7 Termination and replacement

Each of the Collateral Transaction Documents contain, or will contain, provisions for the termination of such agreement and, as the case may be, the removal or replacement of the role of the relevant Collateral Arrangement Party appointed thereunder. Any such termination, removal and/or replacement will be effected in accordance with the provisions of such agreements and these Secured Certificate Conditions and may be effected without the consent of Certificateholders. No such termination or removal shall be effective until a replacement entity has been validly appointed. The Issuer shall be required to give notice to Certificateholders of any such termination, removal and/or replacement in accordance with General Condition 11. Any reference to a Collateral Arrangement Party in these Secured Certificate Conditions shall be deemed to include a reference to any entity appointed as a replacement thereof pursuant to the terms of the relevant agreement and/or these Secured Certificate Conditions.

A replacement a Collateral Arrangement Party may only be appointed when certain conditions are fulfilled. Such conditions may include, but are not limited to, a requirement that the replacement Collateral Arrangement Party: (i) is an institution incorporated and in good standing in the United States of America or in a state which is, as at the date of the relevant Collateral Transaction Document, a member state of the European Union; (ii) has the requisite resources and legal capacity to perform the duties imposed upon the relevant existing Collateral Arrangement Party under the relevant Collateral Transaction Document and is a recognised provider of the services provided by such Collateral Arrangement Party; (iii) is legally qualified and has the capacity to act as successor to the relevant Collateral Arrangement Party on the terms of the relevant Collateral Transaction Document; and (iv) whose performance of its duties under the relevant Collateral Transaction Document will not cause the Issuers to become subject to tax in any jurisdiction where such successor is incorporated, established, doing business, has a permanent establishment or is otherwise considered tax resident.

3.8 Notices

Where any provision of these Secured Certificate Conditions requires one party to deliver a notice to another party, such notice may be delivered in any form agreed between the parties thereto, including but not limited to, by post, electronic message, fax, exchange of electronic files, SWIFT messages, messages through the relevant clearing system or by telephone (provided that any notice given by telephone must, as soon as reasonably practicable, be confirmed in writing between the parties to such telephone conversation).

4. SECURITY

4.1 Security

Save where Third Party Security is applicable in accordance with Secured Certificate Condition 4.8 (*Third Party Chargor*), the obligations of the Issuer in respect of the Secured Certificates will be secured by:

- (a) a Pledge Agreement, pursuant to which the Issuer will grant a first ranking security interest over all of its rights in and to the Collateral Assets Delivered to the Custodian and held from time to time in the relevant accounts established with the Custodian for the purposes of safekeeping such Collateral Assets (such account or accounts together, the **Collateral Account**) together with all the Issuer's receivables, claims, right, title, interest and benefit in, under and to the Custodian Agreement against the Custodian; and
- (b) a Security Trust Deed, pursuant to which the Issuer will grant a first ranking security interest over its right, benefit, interest and title, present and future, in, under and to the Charged Documents (to the extent they relate to the relevant Series of Secured Certificates and save for any such rights secured pursuant to the Pledge Agreement),

in favour of the Pledgee and the Security Trustee, respectively, to hold on trust for itself and the relevant Certificateholders and the other relevant Secured Parties.

Unless otherwise specified in the applicable Final Terms, no security will be created over any other assets of the Issuer, any interest distributions paid on any Collateral Assets or any other assets in the Collateral Account, which will remain the property of the relevant Issuer who shall be entitled to sell, dispose of, transfer or otherwise deal with such assets at any time.

4.2 Collateral Pools

Each Series of Secured Certificates will be secured by a separate Collateral Pool comprising Collateral Assets in a segregated Collateral Account.

4.3 Initial Collateral Assets

On the Issue Date in respect of a Series of Secured Certificates, the Issuer will deposit:

- (a) in the case of Secured Certificates in respect of which Collateral Monitoring is applicable, Collateral Assets in the relevant Collateral Account such that the Collateral Test is satisfied on such Issue Date; and
- (b) in the case of Secured Certificates in respect of which Collateral Monitoring is not applicable, the Collateral Assets specified in the applicable Final Terms.

4.4 Collateral Monitoring and Adjustments to Collateral Assets

The following provisions of this Secured Condition 4.4 apply to Series of Secured Certificates in respect of which Collateral Monitoring is applicable.

The Collateral Manager will determine the Collateral Value, the aggregate Secured Certificate Market Value and the Required Collateral Value on the Issue Date and each Collateral Test Date.

On each Collateral Test Date, the Collateral Monitoring Agent shall calculate the Collateral Value and the Required Collateral Value and verify that the Collateral Test is satisfied. The Secured Certificate Market Value determined by the Certificate Valuation Agent shall bind the Collateral Monitoring Agent for the purposes of the Collateral Monitoring Agent's determination of the Required Collateral Value.

When determining whether the Collateral Test is satisfied, Collateral Assets for which instructions for the transfer to the relevant Collateral Account have been provided on or before such Collateral Test Date will be included for the purposes of such determination and Collateral Assets for which instructions for the removal from the relevant Collateral Account have been provided on or before such Collateral Test Date will be excluded for the purposes of such determination;

Determinations of the Collateral Value and the Required Collateral Value for the purposes of the Collateral Test shall, to the extent reasonably practicable, be made as of the same time;

If on the relevant Collateral Test Date:

- (a) a Collateral Test Notice has been delivered by the Collateral Manager and the Collateral Monitoring Agent determines that the Collateral Test will not be satisfied (including after taking into account any adjustments specified in such Collateral Test Notice); or
- (b) no Collateral Test Notice has been delivered by the Collateral Manager but the Collateral Monitoring Agent has determined that adjustments need to be made to the Collateral Assets so that the Collateral Test be satisfied,

then the Collateral Monitoring Agent shall, on the Collateral Business Day immediately following the relevant Collateral Test Date, send the Collateral Manager a Collateral Monitoring Agent Notice.

Following receipt of a Collateral Monitoring Agent Notice, the Collateral Manager will determine whether it is in agreement with the contents of the Collateral Monitoring Agent Notice. Should the Collateral Manager agree with the contents of a Collateral Monitoring Agent Notice, the Collateral Manager shall on the Collateral Business Day immediately following receipt of a Collateral Monitoring Agent Notice send or cause to be sent a First Level Revised Collateral Test Notice to the Collateral Monitoring Agent and the Custodian (copied to the Issuer and the Guarantor) specifying the agreed adjustments to be made to the Collateral Pool (including *inter alia* the type and quantity of any Collateral Assets to be deposited and/or removed) such that the Collateral Test will be satisfied.

If the Collateral Manager disputes the contents of a Collateral Monitoring Agent Notice, it shall on the Collateral Business Day immediately following receipt of a Collateral Monitoring Agent Notice send the Collateral Monitoring Agent a Dispute Notice and the Collateral Monitoring Agent and the Collateral Manager shall consult with each other in good faith in an attempt to resolve the dispute.

If the Collateral Manager and the Collateral Monitoring Agent are able to resolve the dispute following such consultation by the second Collateral Business Day following delivery of the Collateral Monitoring Agent Notice, the Collateral Manager shall send or cause to be sent a Second Level Revised Collateral Test Notice to the Collateral Monitoring Agent and the Custodian (copied to the Issuer and the Guarantor) specifying the agreed adjustments to be made to the Collateral Pool (including *inter alia* the type and quantity of any Collateral Assets to be deposited and/or removed) such that the Collateral Test will be satisfied.

If the Collateral Manager and the Collateral Monitoring Agent fail to resolve the dispute by the second Collateral Business Day following delivery of the Collateral Monitoring Agent Notice, then the Collateral Manager (on behalf of the Issuer) shall send the Collateral Monitoring Agent a Dispute Resolution Procedure Notice and it will commence the Collateral Test Dispute Resolution Procedure to determine the adjustments to be made to the Collateral Pool.

Following a recalculation pursuant to the Collateral Test Dispute Resolution Procedure, the Collateral Manager shall issue a Post Dispute Collateral Test Notice to the Collateral Monitoring Agent and the Custodian (copied to the Issuer and the Guarantor) containing the Collateral Value, Required Collateral Value and any adjustments to be made to the Collateral Pool such that the Collateral Test will be satisfied, in each case determined in accordance with the Collateral Test Dispute Resolution Procedure, as soon as possible but in any event not later than the 30th Collateral Business Day following delivery of the Collateral Monitoring Agent Notice. A Post Dispute Collateral Test Notice issued following the conclusion of a Collateral Test Dispute Resolution Procedure shall be binding on the Collateral Manager and the Collateral Monitoring Agent and shall not be subject to further verification by the Collateral Monitoring Agent.

Following receipt of a Collateral Test Notice, First Level Revised Collateral Test Notice, Second Level Revised Collateral Test Notice or Post Dispute Collateral Test Notice, as applicable, from the Collateral Manager which indicates that the Collateral Test is not satisfied, the Collateral Manager on behalf of the Issuer will, as soon as reasonably practicable following delivery of such Collateral Test Notice or, where such Collateral Test Notice is followed by a Collateral Monitoring Agent Notice, the First Level Revised Collateral Test Notice, Second Level Revised Collateral Test Notice or Post Dispute Collateral Test Notice, as applicable, and in any event within the Required Settlement Period, Deliver, or procure the Delivery of, additional or replacement Collateral Assets to or from the Collateral Account such that after such adjustment of Collateral Assets the Collateral Test will be satisfied.

Without prejudice to the foregoing, in relation to any Series of Secured Certificates in respect of which Collateral Monitoring is applicable, the Collateral Manager may request on behalf of the Issuer that Collateral Assets are withdrawn from the Collateral Account provided that following such withdrawal the Collateral Test will be satisfied.

4.5 Substitution of Collateral Assets

If, in relation to any Series of Secured Certificates in respect of which Collateral Monitoring is applicable, "Collateral Substitution" is specified as applicable in the applicable Final Terms, the Issuer or (or the Collateral Manager on its behalf) may withdraw and/or replace Collateral Assets from the relevant Collateral Account provided that following such adjustment the Collateral Test will be satisfied. The Issuer (or the Collateral Manager on its behalf) will send or cause to be sent a notice to the Collateral Monitoring Agent and the Custodian (copied to the Issuer and the Guarantor) specifying the adjustments to be made to the Collateral Pool (including, *inter alia*, the type and quantity of any Collateral Assets to be deposited and/or removed). The Collateral Business Day immediately following a day on which such notice is given by the Issuer (or the Collateral Manager on its behalf) for the substitution of Collateral Assets as described above will be deemed to be a Collateral Test Date.

4.6 Delegation to Collateral Manager

The Issuer may, pursuant to the terms of the Collateral Management Agreement, delegate to the Collateral Manager the role of managing each Collateral Pool to comply with the requirements of these Secured Certificate Conditions.

4.7 Required Collateral Default

Following the occurrence of a Required Collateral Default, the Collateral Monitoring Agent will be required to send a Required Collateral Default Notice to the Issuer, the Guarantor, the Collateral Manager, the Custodian and the Security Trustee, specifying that a Required Collateral Default has occurred. The Issuer shall give notice in accordance with General Condition 11 as soon as reasonably practicable to all relevant Certificateholders if a Required Collateral Default Notice has been received.

4.8 Third Party Chargor

Where "Third Party Security" is specified as being applicable in the applicable Final Terms, the obligations of the Issuer in respect of the Secured Certificates will be secured (such security being **Third Party Security**) by:

- (a) a Pledge Agreement, pursuant to which an Affiliate of the Issuer (such Affiliate being a **Third Party Chargor** in respect of such Series of Secured Certificates) will grant a first ranking security interest over all of its rights in and to the Collateral Assets Delivered to the Custodian and held from time to time in the Collateral Account, together with all the Third Party Chargor's receivables, claims, right, title, interest and benefit in, under and to the Custodian Agreement against the Custodian; and
- (b) a Security Trust Deed, pursuant to which the Issuer will grant a first ranking security interest over its right, benefit, interest and title, present and future, in, under and to the Charged Documents (to the extent they relate to the relevant Series of Secured Certificates and save for any such rights secured pursuant to the Pledge Agreement),

in favour of the Pledgee and the Security Trustee, respectively, to hold on trust for itself and the relevant Certificateholders and the other relevant Secured Parties .

Unless otherwise specified in the applicable Final Terms, no security will be created over any other assets of the Third Party Chargor or the Issuer, any interest distributions paid on any Collateral Assets or any other assets in the Collateral Account, which will remain the property of the relevant Third Party Chargor or the Issuer, as the case may be, who shall be entitled to sell, dispose of, transfer or otherwise deal with such assets at any time.

Where Third Party Security is applicable, references in this Secured Certificate Condition 4 to the "Issuer" shall be deemed to be references to the relevant Third Party Chargor, as the context requires. In addition, where any notice is required to be Delivered to the Issuer pursuant to the applicable Terms and Conditions, such notice shall also be Delivered to the relevant Third Party Chargor to the contact details specified in the applicable Final Terms.

5. COLLATERAL MANAGER, COLLATERAL MONITORING AGENT AND CERTIFICATE VALUATION AGENT

The Collateral Manager, Collateral Monitoring Agent and Certificate Valuation Agent act solely as agents of the Issuer and do not assume any obligation or duty to, or any relationship of agency or trust for or with, the Certificateholders.

All calculations and determinations made in respect of the Secured Certificates by the Collateral Manager, Collateral Monitoring Agent and Certificate Valuation Agent shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Guarantor, the Certificateholders and the Security Trustee.

Each of the Collateral Manager, Collateral Monitoring Agent and Certificate Valuation Agent may, with the consent of the Issuer, delegate any of their obligations and functions to a third party as provided for in the Collateral Management Agreement, Collateral Monitoring Agency Agreement and Certificate Valuation Agency Agreement, as applicable.

6. ACCELERATION, ENFORCEMENT AND REALISATION

6.1 Acceleration and Enforcement of Collateral

If, in relation to a Series of Secured Certificates, a Secured Certificate Acceleration Notice is served, a Secured Certificate Acceleration Event shall occur and all Secured Certificates comprising that Series will become immediately due and repayable at their Early Redemption Amount (or, where Physical Delivery of Collateral Assets on Enforcement is specified as being applicable in the applicable Final Terms, that all Secured Certificates comprising that Series will be subject to settlement in accordance with Secured Certificate Condition 6.8). If a Secured Certificate Acceleration Event occurs, the Issuer or, failing which, the Security Trustee shall give notice thereof to all relevant Certificateholders as soon as reasonably practicable following the occurrence of such event in accordance with General Condition 11.

If neither the Issuer nor the Guarantor has paid all amounts due to Certificateholders of a Series of Certificates in relation to which a Secured Certificate Acceleration Event has occurred within the Pre-Enforcement Payment Period, any holder of Certificates of such Series will be entitled to send a Collateral Enforcement Notice to the Security Trustee requesting that the security constituted by the relevant Pledge Agreement and Security Trust Deed be enforced.

The Security Trustee shall, following receipt of a Collateral Enforcement Notice, promptly give notice of the same to the Issuer, the Guarantor, the Collateral Manager, the Custodian and the other Certificateholders whose Certificates are secured on the Collateral Pool in relation to which such Collateral Enforcement Notice relates.

6.2 Enforcement and Realisation of Collateral Assets

Upon receipt of a Collateral Enforcement Notice, and subject always to the Security Trustee being indemnified and/or secured (including by way of prefunding) against any liability it may incur by so acting, the Security Trustee will enforce the security constituted by the relevant Pledge Agreement and Security Trust Deed in accordance with the terms thereof and these Secured Certificate Conditions (as completed by the applicable Final Terms) and will (i) give instructions to the Disposal Agent to liquidate or realise the Collateral Assets in each Collateral Pool which secures a Series of Secured Certificates in accordance with Secured Certificate Condition 6.6 and subsequently distribute the relevant Collateral Enforcement Proceeds Share to relevant Certificateholders in accordance with Secured Certificate Condition 6.5 or (ii) where Physical Delivery of Collateral Assets on Enforcement is specified as applicable in the applicable Final Terms, arrange for Delivery of the relevant Collateral Assets Entitlement to the relevant Certificateholders in accordance with Secured Certificate Condition 6.8, in each case after payment of any amounts payable to the Secured Parties ranking prior to the Certificateholders in accordance with the Order of Priority specified in the applicable Final Terms (such amounts to be paid either out of the proceeds of such liquidation or realisation of Collateral Assets or out of the proceeds transferred by the Certificateholders in accordance with Secured Certificate Condition 6.8).

6.3 Liability of the Security Trustee

In the absence of any gross negligence, fraud or wilful default on the part of the Security Trustee, the Security Trustee shall not have any liability as to the consequence of any enforcement or realisation action and neither will have regard to the effect of such action on individual Certificateholders.

6.4 Enforcement and Realisation by Certificateholders

No Certificateholder shall be entitled to enforce a Pledge Agreement or Security Trust Deed or to proceed directly against the Issuer or any Third Party Chargor to enforce the other provisions of a Pledge Agreement or Security Trust Deed.

6.5 Application and distribution of proceeds of enforcement where Physical Delivery of Collateral Assets on Enforcement is not applicable

Unless Physical Delivery of Collateral Assets on Enforcement is specified in the applicable Final Terms, following Enforcement and after the realisation and liquidation in full of all the Collateral Assets in a Collateral Pool in accordance with this Condition 6, the Security Trustee shall use the proceeds of such realisation and liquidation of the Collateral Assets to make payment of any amounts payable to the Secured Parties ranking prior to the Certificateholders in accordance with the Order of Priority specified in the applicable Final Terms. Following such payment the Security Trustee shall determine the Collateral Enforcement Proceeds Share in respect of each Secured Certificate and shall notify such amounts to the Certificateholders in accordance with General Condition 11.

Subject as provided below, the remaining proceeds from the realisation of the Collateral Assets in a Collateral Pool will then be applied in meeting the claims of Certificateholders under the Secured Certificates which are secured by the relevant Collateral Pool (which claim will be equal to the Amount Owed) *pro rata* to the Collateral Enforcement Proceeds Share of each such Secured Certificate.

- 6.5.1 Any excess of the Collateral Enforcement Proceeds over the amounts payable prior to Certificateholders and to Certificateholders shall then be distributed to the Secured Parties ranking after the Certificateholders in accordance with the Order of Priority specified in the applicable Final Terms.
- 6.5.2 Where the Collateral Enforcement Proceeds Share for a particular Secured Certificate is less than the Amount Owed (such loss amount being a **Collateral Enforcement Loss Amount**), such Certificateholder shall not be entitled to any further recourse against the Issuer or any Third Party Chargor for such Collateral Enforcement Loss Amount, but may claim any payment of such Collateral Enforcement Loss Amount from the Guarantor under the Guarantee.

6.6 Method of realisation of Collateral Assets

Subject as may otherwise be provided for in these Secured Certificate Conditions or the Final Terms, in effecting the sales, the Disposal Agent (on behalf of the Security Trustee) may sell the Collateral Assets in one single transaction or in a number of transactions as it considers appropriate in order to attempt reasonably to maximise the proceeds from such sale. The Disposal Agent may effect sales of the Collateral Assets (i) on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted, (ii) in the over-the-counter market or (iii) in transactions otherwise than on such exchanges or in the over-the counter market.

Where the Disposal Agent is required or requested to dispose of any Collateral Assets other than on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted then:

- (a) the Disposal Agent shall seek firm bid quotations from at least three independent dealers in assets similar in nature to the relevant Collateral Assets (and, for such purpose, it may seek quotations in respect of such Collateral Assets in their entirety or in respect of a designated part or proportion thereof, as it considers appropriate in order to maximise the proceeds of the sale of such Collateral Assets);
- (b) for the purposes of obtaining the quotations referred to in (a) above, the Disposal Agent or any Third Party Bidder may itself provide a bid in respect of the relevant Collateral Assets or any part or proportion thereof; and
- (c) the Disposal Agent shall be authorised to accept in respect of each relevant part or proportion of the Collateral Assets or, as applicable, the entirety of the relevant Collateral Assets the highest quotation so obtained (which may be a quotation from the Disposal Agent (when providing such quotations itself, the Disposal Agent shall act in a commercially reasonable manner).

In circumstances where the Disposal Agent cannot act in accordance with this Secured Certificate Condition 6.6, or does not do so within a reasonable time, the Security Trustee shall effect any sales of the Collateral Assets in accordance with the Security Trust Deed (or may appoint an agent to do so on its behalf).

6.7 Inability to realise Collateral Assets

If the Disposal Agent is unable to sell the Collateral Assets on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted or obtain the three quotations required for the sale of one or more Collateral Assets, in each case pursuant to Secured Certificate Condition 6.6, for a period of one year from the date of the relevant Secured Certificate Acceleration Event (such Collateral Assets being **Non-Realised Collateral Assets**), then in lieu of cash settlement of such Non-Realised Collateral Assets and notwithstanding any other provision hereof, the Security Trustee (itself or acting through an agent) shall be entitled to Deliver, or procure the Delivery of, such Non-Realised Collateral Assets to the relevant Certificateholders in accordance with Secured Certificate Condition 6.8 and the Order of Priority specified in the applicable Final Terms.

If Delivery of any Non-Realised Collateral Assets is illegal, impossible or impracticable due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event for a period of greater than 20 Collateral Business Days, (i) the Disposal Agent (or failing which the Security Trustee or an agent appointed on its behalf) shall be entitled to sell such Non-Realised Collateral Assets by accepting the first available price for such Non-Realised Collateral Assets or (ii) the Security Trustee (itself or acting through an agent) shall Deliver such Non-Realised Collateral Assets if Delivery subsequently becomes possible, legal or practicable, as the case may be.

6.8 Physical Delivery of Collateral Assets on Enforcement

- 6.8.1 Where Physical Delivery of Collateral Assets on Enforcement is specified in the applicable Final Terms, following Enforcement, the Security Trustee (itself or acting through an agent) will determine the Collateral Assets Entitlement in respect of each Secured Certificate and shall notify such amounts to the Certificateholders in accordance with General Condition 11.

The Security Trustee will:

- (a) upon transfer by the Certificateholders to the Security Trustee of sufficient funds to pay amounts equal to (i) any amounts payable to the Secured Parties ranking prior to the Certificateholders in accordance with the Order of Priority specified in the applicable Final Terms and (ii) where the Hedge Amount is a positive sum (as determined in accordance with General Condition 7.4), the value of the Hedge Amount, the Security Trustee will pay such amounts to such Secured Parties in accordance with the Order of Priority specified in the applicable Final Terms and secondly, in the case of the Hedge Amount, pay an amount equal to the absolute value of the Hedge Amount to the Issuer; or
- (b) where Certificateholders have not elected to make a transfer for the purposes of Secured Certificate Condition 6.8.1(a), procure that the Disposal Agent realises and liquidates sufficient Collateral Assets in accordance with Secured Certificate Condition 6.6 with a value equal to the amounts described in Secured Certificate Conditions 6.8.1(a)(i) and (ii) and pay such amounts to the Secured Parties and the Issuer, respectively, in accordance with the Order of Priority specified in the applicable Final Terms.

Following such payments, the Security Trustee will notify Certificateholders of the relevant Collateral Delivery Date and, subject to Secured Certificate Condition 6.8.2, will Deliver the Collateral Assets Entitlement to the Certificateholders of the Secured Certificates secured by the

relevant Collateral Pool in accordance with Secured Certificate Condition 6.11 in lieu of the Amount Owed pursuant to Secured Certificate Condition 6.1.

- 6.8.2 A Certificateholder is only entitled to receive its Collateral Assets Entitlement and Delivery thereof is subject to the provisions of Secured Certificate Condition 6.10. Any remaining Collateral Assets will be liquidated by the Security Trustee and the proceeds thereof distributed in accordance with the Security Trust Deed to the Secured Parties ranking after the Certificateholders in accordance with the Order of Priority specified in the applicable Final Terms.
- 6.8.3 Where the Collateral Assets Entitlement for a particular Secured Certificate is less than the Amount Owed (such loss amount being a **Collateral Enforcement Loss Amount**), such Certificateholder shall not be entitled to any further recourse against the Issuer or any Third Party Chargor for such Collateral Enforcement Loss Amount, but may claim any payment of such Collateral Enforcement Loss Amount from the Guarantor under the Guarantee.

6.9 Physical Delivery of Collateral Assets Disruption Event

- 6.9.1 If, in the opinion of the Security Trustee, Delivery of all or some of the Collateral Assets forming part of the Collateral Assets Entitlement using the method of delivery specified in the applicable Final Terms, or such other commercially reasonable manner as the Security Trustee has determined, is not practicable by reason of a Physical Delivery of Collateral Assets Disruption Event having occurred and continuing on any Collateral Delivery Date, then such Collateral Delivery Date shall be postponed to the first following Collateral Business Day in respect of which there is no such Physical Delivery of Collateral Assets Disruption Event, provided that the Security Trustee may elect in its sole discretion to Deliver the Collateral Assets forming part of the Collateral Assets Entitlement in such other commercially reasonable manner as it may select and in such event the Collateral Delivery Date shall be such day as the Security Trustee deems appropriate in connection with delivery of the Collateral Assets forming part of the Collateral Assets Entitlement in such other commercially reasonable manner.

Where a Physical Delivery of Collateral Assets Disruption Event affects some but not all of the Collateral Assets forming part of the Collateral Assets Entitlement due to be Delivered to a Certificateholder, the Collateral Delivery Date for those Collateral Assets forming part of the Collateral Assets Entitlement which are able to be Delivered will be the Collateral Delivery Date on which such Collateral Assets are Delivered.

- 6.9.2 If Delivery of any Collateral Assets forming part of the Collateral Assets Entitlement is not possible due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event for a period of greater than 20 Collateral Business Days (or such other period specified in the Final Terms), then in lieu of physical settlement and notwithstanding any other provision hereof, the Disposal Agent (or failing which the Security Trustee or an agent on its behalf) shall sell or realise the Undeliverable Collateral Assets and deliver the proceeds thereof to Certificateholders in the manner set out in Secured Certificate Condition 6.6.
- 6.9.3 If (i) the Disposal Agent (or the Security Trustee or an agent on its behalf, as the case may be) is unable to sell the Collateral Assets on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted or obtain the three quotations required for the sale of the Collateral Assets or (ii) the Security Trustee (itself or acting through an agent) is unable to Deliver such Collateral Assets due to the continuation of a Physical Delivery of Collateral Assets Disruption Event, for a period of one year from the date of the relevant Secured Certificate Acceleration Event,

the Disposal Agent (or the Security Trustee or an agent on its behalf, as the case may be) shall be entitled to accept the first available price for such Collateral Assets.

The Security Trustee shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 that a Physical Delivery of Collateral Assets Disruption Event has occurred. No Certificateholder shall be entitled to any payment in respect of the relevant Secured Certificates in the event of any delay in the Delivery of the Collateral Assets forming part of the Collateral Assets Entitlement due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event and no liability in respect thereof shall attach to the Issuer, any Third Party Chargor, the Guarantor or the Security Trustee.

6.10 Physical Delivery Procedures

6.10.1 Procedure by Certificateholders

Any Delivery of Collateral Assets shall be in accordance with any applicable securities laws.

In order to receive the Collateral Assets Entitlement, the relevant Certificateholder shall:

- (i) if the Secured Certificates are represented by a Global Certificate, present a notice to DTC and/or Euroclear and/or Clearstream, Luxembourg, as the case may be, with a copy to any Certificate Agent or the Registrar, as the case may be, the Issuer, the Guarantor and the Security Trustee via the EUCLID System or any equivalent or successor system (a **PD Notice**); or
- (ii) if the Secured Certificate is in definitive form, surrender to the Certificate Agent or the Registrar, as the case may be, the Definitive Certificate, a completed Asset Transfer Notice substantially in the form set out in the Master Certificate Agreement (the **Asset Transfer Notice**) (a copy of which may be obtained from the specified office of any of the Certificate Agents) with a copy to the Issuer, the Guarantor and the Security Trustee.

A PD Notice or an Asset Transfer Notice, as the case may be, are referred to herein as a **Notice**.

- (iii) The PD Notice referred to above must:
 - (A) specify the name and address of the relevant Certificateholder and the person from whom the Security Trustee and/or the Disposal Agent may obtain details for the Delivery of the Collateral Assets Entitlement;
 - (B) specify the number of Secured Certificates which are the subject of such notice and the number of the Certificateholder's account at DTC, Euroclear or Clearstream, Luxembourg, as the case may be, to be debited with such Secured Certificates;
 - (C) irrevocably instruct and authorise DTC, Euroclear or Clearstream, Luxembourg, as the case may be, to debit the relevant Certificateholder's account with such Secured Certificates on the date notified by the Security Trustee for such purposes;
 - (D) provide the Certificateholder's Certification that it is not a U.S. person, or a person acting on behalf of a U.S. person, or a person within the United States (as such terms are defined in Regulation S under the Securities Act); and
 - (E) authorise the production of such PD Notice in any applicable administrative or legal proceedings.

- (iv) The Asset Transfer Notice referred to above must:
 - (A) specify the name and address of the person from whom the Security Trustee and/or the Disposal Agent may obtain details for Delivery of the Collateral Assets Entitlement;
 - (B) authorise the production of such Asset Transfer Notice in any applicable administrative or legal proceedings; and
 - (C) provide the Certificateholder’s Certification that it is not a U.S. person, or a person acting on behalf of a U.S. person, or a person within the United States (as such terms are defined in Regulation S under the Securities Act).
- (v) A PD Notice and an Asset Transfer Notice cannot be delivered in respect of the same holding of Certificates; in such an event the PD Notice shall be deemed invalid.
- (vi) No Notice may be withdrawn by the Certificateholder after receipt thereof by DTC, Euroclear or Clearstream, Luxembourg, the Certificate Agent, the Registrar or the Issuer, as the case may be.
- (vii) After delivery of such Notice, the relevant Certificateholder may not transfer the Secured Certificates which are the subject of such Notice and no transfers of the Secured Certificates specified therein represented by a Global Certificate will be effected by DTC and/or Euroclear and/or Clearstream, Luxembourg.
- (viii) Any determination as to whether a notice is valid and has been properly completed and delivered as provided in this Secured Certificate Condition 6.11 shall be made by DTC, Euroclear or Clearstream, Luxembourg or the Issuer, as the case may be, after consultation with the Security Trustee and shall be conclusive and binding on the Issuer and the relevant Certificateholder.

6.10.2 Procedure by the Security Trustee and others

Upon receipt of a duly completed Notice and (in the case of Secured Certificates in definitive form) the Definitive Certificate to which such Notice relates, the relevant Certificate Agent or the Registrar, as the case may be, DTC, Euroclear or Clearstream, Luxembourg, as the case may be, shall verify that the person specified therein as the accountholder is the holder of the Secured Certificates referred to therein according to its books.

Subject as provided in these Secured Certificate Conditions, in relation to each Secured Certificate, the Collateral Assets Entitlement will be Delivered as soon as reasonably possible at the risk of the relevant Certificateholder in such commercially reasonable manner as the Security Trustee shall, in its sole discretion, determine to be appropriate for such Delivery, provided that the relevant Secured Certificate in definitive form has been delivered to the Security Trustee.

6.10.3 Delay

For the avoidance of doubt, no Certificateholder shall be entitled to any payment or other assets, whether of interest or otherwise, in the event of any delay in Delivery of the Collateral Assets Entitlement due to circumstances beyond the control of the Security Trustee.

If the relevant Certificateholder fails to deliver a Notice in the manner set out in these Conditions or, in the case of Secured Certificates in definitive form, fails to deliver the Definitive Certificate related thereto or fails to pay the expenses referred to in Secured

Certificate Condition 6.11.4 (Costs and Expenses), the Issuer, and for the avoidance of doubt, the Guarantor, shall be discharged from its obligation in respect of such Secured Certificate and shall have no further obligation or liability whatsoever in respect thereof.

6.10.4 Costs and Expenses

All expenses including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax and/or other taxes or duties (together **Delivery Expenses**) arising from the Delivery and/or transfer of the Collateral Assets Entitlement shall be for the account of the relevant Certificateholder and no Delivery and/or transfer of the Collateral Assets Entitlement shall be made until all Delivery Expenses have been paid to the satisfaction of the Security Trustee.

6.10.5 Fractional Entitlement

If the Collateral Assets Entitlement comprises less than a whole number of securities at the relevant time, then (i) the Issuer shall not Deliver and the relevant Certificateholder shall not be entitled to receive in respect of its Secured Certificates that fraction of a security (the **Fractional Entitlement**) and (ii) to the extent such sums are available from the proceeds of liquidation of Collateral Assets comprising the aggregate Fractional Entitlement, the Issuer shall pay to the relevant Certificateholder a cash amount, as determined by the Security Trustee and such cash amount shall be deemed a part of the Collateral Assets Entitlement.

6.10.6 Delivery at risk of Certificateholder

Delivery of the Collateral Assets Entitlement by the Issuer to the Certificateholder shall be at the risk of the Certificateholder and no additional payment or delivery will be due to a Certificateholder following Delivery of the Collateral Assets Entitlement.

7. SEGREGATION OF COLLATERAL POOLS AND LIMITED RECOURSE

7.1 Limited Recourse against the Issuer

By acquiring and holding Secured Certificates, Certificateholders will be deemed to acknowledge and agree that the obligations of the Issuer to the Certificateholders are limited in recourse to the Collateral Assets contained in the relevant Collateral Pool securing such Series of Secured Certificates. If:

- (a) there are no relevant Collateral Assets in the relevant Collateral Pool remaining which are capable of being realised or otherwise converted into cash;
- (b) all amounts available from the relevant Collateral Assets in the relevant Collateral Pool have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the relevant Pledge Agreement and these Secured Certificate Conditions; and
- (c) there are insufficient amounts available from the relevant Collateral Assets in the relevant Collateral Pool to pay in full, in accordance with the provisions of the relevant Pledge Agreement and these Secured Certificate Conditions, amounts outstanding under the Secured Certificates (including payments of principal, premium (if any) and interest),

then the Certificateholders of such Secured Certificates shall have no further claim against the Issuer or any Third Party Chargor in respect of any amounts owing to them which remain unpaid (including, payments of principal, premium (if any) and/or interest in respect of the Certificates).

In particular, no Certificateholder shall be entitled to have recourse to the Collateral Assets contained in a Collateral Pool other than the Collateral Pool which secures the Certificates held by such Certificateholder.

In such a scenario, Certificateholders will continue to be able to claim under the terms of the Guarantee against the Guarantor for any unpaid amounts.

8. COLLATERAL DISRUPTION EVENTS

Upon the occurrence, as determined by the Issuer or the Collateral Manager, in each case acting in good faith, of a Collateral Disruption Event, the Issuer may at its option and in its sole discretion give notice to the Certificateholders in accordance with General Condition 11 (*Notices*) and redeem all but not some only of the Secured Certificates of the relevant Series at the Early Redemption Amount on the date specified by the Issuer in the notice to Certificateholders.

9. RELEASE OF SECURITY

The security constituted by the Pledge Agreement and the Security Trust Deed will be released:

- (a) in relation to Collateral Assets that are withdrawn from the Collateral Account in accordance with Secured Certificate Condition 4.4 or Secured Certificate Condition 4.5; and
- (b) on satisfaction of the Issuer's obligations secured thereunder, provided that, where Physical Settlement applies with respect to any Credit Linked Certificate in accordance with Credit Linked Condition 4 (*Physical Settlement*) or with respect to any Bond Linked Certificate in accordance with Bond Linked Condition 4 (*Physical Settlement*) and the Issuer intends to Deliver some or all of the relevant Collateral Assets in satisfaction of its obligation to Deliver Deliverable Obligations under Credit Linked Condition 4 or Bonds under Bond Linked Condition 4, as the case may be, such security will be released simultaneously on Delivery of such Deliverable Obligations or Bonds, as the case may be.

10. GOVERNING LAW AND SUBMISSION TO JURISDICTION

The Collateral Management Agreement, the Collateral Monitoring Agency Agreement, the Certificate Valuation Agency Agreement, the Disposal Agency Agreement and each Security Trust Deed, and any non-contractual obligations arising out of or in connection with them, shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England and Wales. The Custodian Agreement and all matters arising from or related to it (whether contractual or non-contractual in nature) shall be governed by the laws of Luxembourg and subject to the exclusive jurisdiction of the courts of Luxembourg-City. Each Pledge Agreement will be governed by Luxembourg law and subject to the non-exclusive jurisdiction of the courts of the district of Luxembourg-City, unless otherwise specified in the applicable Final Terms.