PROSPECTUS

Dynamic Certificates and Notes plc

(a public limited company incorporated under the laws of the Republic of Ireland)

Legal Identity Identifier (LEI): 213800K7LEAAOUSOPA15

Credit Linked Certificates linked to Telecom Italia S.p.A. Senior Unsecured due 2030 (maxi step-down coupon) (the "Certificates")

Issue Price: 100 per cent.

This document constitutes a prospectus (the "**Prospectus**") for the purposes of Article 6(3) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, as amended (the "**Prospectus Regulation**"). This Prospectus contains information about the issue by Dynamic Certificates and Notes plc (the "**Company**") as issuer of the certificates described above (the "**Certificates**") and has been prepared in accordance with Article 6 of the Prospectus Regulation. This Prospectus is to be read in conjunction with all documents which are incorporated herein by reference.

The Certificates will be issued on the terms set out in the section of this Prospectus entitled "*Master Conditions*" (pages 93 to 167 inclusive) (the "**Master Conditions**"), as supplemented or modified by the terms set out in the section of this Prospectus entitled "*Pricing Conditions*" (pages 168 to 187 inclusive) (the "**Pricing Conditions**") and as further supplemented or modified by the provisions of the Global Certificate representing the Certificates (together, the "**Conditions**"). The provisions of such Global Certificate are summarised in the section of this Prospectus entitled "*Summary of Provisions Relating to the Certificates While in Global Form*" in Appendix A.

This Prospectus has been prepared on the basis that offers are not made within an exemption from the requirement to publish a prospectus under Article 1(4) of the Prospectus Regulation (a "**Non-exempt Offer**"). Any person making or intending to make a Non-exempt Offer of the Certificates on the basis of this Prospectus must do so only with the Company's consent – see the section of this Prospectus entitled "*Consent to the use of the Prospectus in connection with Non-exempt Offers*" below.

This Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under the Prospectus Regulation. The Central Bank only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Company or the quality of the Certificates that are the subject of this Prospectus and investors should make their own assessment as to the suitability of investing in the Certificates.

The Company will make reasonable efforts to arrange for the Certificates to be listed on the SeDex market of Borsa Italiana (the "**SeDex Market**") and admitted to trading on the SeDex Market, within 2 days of the Issue Date. No assurance can be given that such listing will be obtained and/or maintained. The SeDex Market is not a regulated market pursuant to the provisions of the Directive 2014/65/EU.

The SeDex Market assumes no responsibility on the correctness of any of the statements made or opinions expressed or reports contained in this Prospectus. Admission to trading and listing on the SeDex market is not to be taken as an indication of the merits of the Company or the Certificates.

The Certificates are fund-linked and credit-linked. The Certificates are fund-linked in that the redemption amount payable on the scheduled maturity date of the Certificates, or any early redemption amount payable by the Company upon an early redemption of the Certificates, will be linked to the net asset value of up to EUR 100,000,000 of Class A Acc Shares in Dynamic Profile Fineco AM Fund I, a sub-fund of FAM SERIES UCITS ICAV (the "**Fund**") due 4 July 2030 held by the Company (the "**Underlying Fund Shares**"). The Certificates are credit-linked in that they are linked to the credit risk of Telecom Italia S.p.A. (the "**Reference Entity**") and may be redeemed early upon the occurrence of a credit event in respect of the Reference Entity (such event a "**Credit-Linked Redemption**"). If a Credit-Linked Redemption occurs, the redemption amount payable to Certificateholders will be linked not only to the net asset value of the Underlying Fund Shares, but also to the market value of the obligations of the Reference Entity. The market value of the obligations of the Reference Entity will be determined based on the price of certain specified obligation(s) of the Reference Entity following the occurrence of a credit event. The price of such obligation(s) of the Reference Entity will be determined either (a) through a standardised auction process, organised by the Credit Derivatives Determinations Committee or (b) where a relevant auction does not occur, a request is not made to a Credit Derivatives Determinations Committee to determine whether a credit event has occurred or a Credit Derivatives Determinations Committee resolves not to determine a question posed to it in relation to the potential occurrence of a credit event, by the Calculation Agent.

Prospective investors should have regard to the factors described under the sections headed "*Risk Factors*" on pages 8 to 52 inclusive and "*Conflicts of Interest*" on pages 54 to 55 inclusive of this Prospectus. In particular, prospective investors should note that the Company is a special purpose vehicle and that investors in the Certificates have recourse only to the Mortgaged Property (as defined in the Conditions) with respect to the Certificates. No other assets are available to the Company to make payments to the Certificateholders or other creditors. The Certificates are not guaranteed by, and are not the responsibility of, any other entity. If the Certificates redeem early, if there is a default at maturity or if there is an enforcement of security then any sums realised from the Mortgaged Property with respect to the Certificates will be paid to the Certificateholders and other creditors with respect to the Certificates in accordance with a defined order of priority. In such order, the claims of other creditors will be met before the claims of the Certificateholders. If there are insufficient sums available, this may result in the Certificateholders not receiving payment in full or at all.

The Certificates will not be rated.

ARRANGER AND DEALER

J.P. Morgan

4 September 2024

THE CERTIFICATES ARE COMPLEX INSTRUMENTS THAT INVOLVE SUBSTANTIAL RISKS AND MAY NOT BE A SUITABLE INVESTMENT FOR ALL INVESTORS. INVESTORS SHOULD MAKE THEIR OWN ASSESSMENT AS TO THE SUITABILITY OF INVESTING IN THE CERTIFICATES IN LIGHT OF THEIR OWN CIRCUMSTANCES AND FINANCIAL CONDITION. EACH PROSPECTIVE INVESTOR IN THE CERTIFICATES SHOULD HAVE SUFFICIENT FINANCIAL RESOURCES AND LIQUIDITY TO BEAR ALL OF THE RISKS OF AN INVESTMENT IN THE CERTIFICATES. OWING TO THE STRUCTURED NATURE OF THE CERTIFICATES, THEIR PRICE MAY BE MORE VOLATILE THAN THAT OF UNSTRUCTURED SECURITIES.

INVESTORS MUST SATISFY THEMSELVES AS TO THE NATURE, IDENTITY AND CREDIT STATUS OF THE FUND AND THE COUNTERPARTY AND THE EXTENT OF THE CREDIT EXPOSURE TAKEN.

DEFAULT OR SIMILAR EVENTS BY, OR IN RESPECT OF, THE COUNTERPARTY OR TAX IMPOSITION AND OTHER EVENTS AFFECTING THE SWAP AGREEMENT MAY CAUSE THE CERTIFICATES TO REDEEM EARLY. DEFAULT OR SIMILAR EVENT BY, OR IN RESPECT OF, THE FUND OR DEFAULT WITH RESPECT TO ANY UNDERLYING FUND SHARES OR THE FAILURE OF ANY UNDERLYING FUND SHARES TO PAY IN ACCORDANCE WITH THEIR EXPECTED PAYMENTS SCHEDULE OR TAX IMPOSITION AND OTHER EVENTS AFFECTING ANY UNDERLYING FUND SHARES MAY LEAD TO AN EARLY REDEMPTION OF THE CERTIFICATES. THE OCCURRENCE OF A CREDIT EVENT IN RESPECT OF A REFERENCE ENTITY MAY LEAD TO AN EARLY REDEMPTION OF THE CERTIFICATES AND MAY NEGATIVELY AFFECT THE VALUE OF THE CERTIFICATES. ANY OF THESE EVENTS MAY CAUSE SIGNIFICANT LOSSES TO THE CERTIFICATEHOLDERS AND IF THE CERTIFICATES ARE REDEEMED, MAY RESULT IN THE CERTIFICATES REDEEMING AT ZERO.

Responsibility

The Company accepts responsibility for the information given in this Prospectus. To the best of its knowledge the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect its import. The information set out in this Prospectus relating to the Underlying Fund Shares and the Fund has been obtained from the Fund. Such information has been accurately reproduced and, as far as the Company is aware and able to ascertain from information published by the Fund, no facts have been omitted that would render the reproduced information inaccurate or misleading.

The information contained in the section of the Prospectus entitled "*Description of the Fund and the Underlying Fund Shares*" (pages 187 to 188 inclusive) includes information in respect of the Fund and the Underlying Fund Shares (each as defined in the Conditions contained in this Prospectus) (the "**Underlying Fund Shares Information**").

The Company has only made very limited enquiries in relation to the Underlying Fund Shares Information, and neither the Company, the Arranger, the Dealer, the Calculation Agent, the Broker, the Counterparty nor the Trustee makes any representation or warranty, express or implied, as to the accuracy or completeness of the Underlying Fund Shares Information and prospective investors in the Certificates should not rely upon, and should make their own independent investigations and enquiries in respect of, the Underlying Fund Shares, the financial condition and affairs and creditworthiness of the Fund and the tax, accounting, legal and regulatory consequences of an investment in the Certificates. Certificateholders who purchase Certificates may, as a result of any relationship such Certificateholders have with the Fund, have access to information relating to the Fund which is not publicly available and is not available to other Certificateholders. Neither the Dealer nor the Company shall have any obligation to disclose to any Certificateholder or any prospective investor in Certificates any such information (whether or not confidential) (whether such Certificateholders purchase Certificates upon their primary issue or in the secondary market).

Consent to the use of the Prospectus

The Company consents to the use of this Prospectus in connection with the offer of the Certificates during the period commencing from, and including, 5 September 2024 to, and including, 27 September 2024 (the "**Offer Period**") by FinecoBank S.p.A. of Piazza Durante 11, Milan 20131, Italy (the "**Distributor**") in the Italian Republic, for so long as it is authorised to make such offers under MiFID II and in the Italian Republic.

Certificates may be sold by the Distributor from time to time to retail purchasers of the Distributor in the Italian Republic. These sales shall be conducted by the Distributor in accordance with the terms and conditions set out in the section of this Prospectus entitled "*Terms and Conditions of the Offer*".

Form of Certificates

The Certificates are in registered form.

Risk Factors

Investing in the Certificates involves risks. Before purchasing the Certificates, investors should carefully consider, in particular, "*Risk Factors*" below.

Warning

You are about to purchase a product that is not simple and may be difficult to understand. The Certificates are fund-linked and credit-linked. The Certificates are fund-linked in that the redemption amount payable on the maturity date of the Certificates, or any early redemption amount payable by the Company upon an early redemption of the Certificates, will be linked to the net asset value of the Underlying Fund Shares. The Certificates are credit-linked in that they are linked to the credit risk of the Reference Entity and may be redeemed early upon the occurrence of a Credit-Linked Redemption. If a Credit-Linked Redemption occurs, (i) the redemption amount payable to Certificateholders on the Credit-Linked Redemption Date (as defined in the Pricing Conditions) will be linked not only to the net asset value of the Underlying Fund Shares, but also to the market value of the obligations of the Reference Entity and (ii) interest payable on the Certificates will cease to accrue from (and including) the Specified Interest Payment Date immediately preceding the relevant Event Determination Date. **Investors should therefore be prepared to be exposed to the risks related to the Underlying Fund Shares and the Reference Entity. If the value of the Underlying Fund Shares does not move in the anticipated direction, the Certificates may return less than the amount invested, and in a worst-case scenario, investors may lose up to the entire value of their investment. If an Event Determination Date in respect of a Credit Event occurs in relation to the Reference Entity, the redemption amount payable on the Certificates on the Credit-Linked Redemption Date will be subject to the value of the credit loss suffered in relation to the Reference Entity (such credit loss being the product of the (i) aggregate principal amount of the Certificates and (ii) 100 per cent. minus the Applicable Price in respect of certain specified obligation(s) of the Reference Entity, subject to a minimum of zero). The Applicable Price is determined based on the price of certain specified obligation(s) of the Reference Entity following the occurrence of a Credit Event and will be determined either (a) through a standardised auction process, organised by the Credit Derivatives Determinations Committee or (b) where a relevant auction does not occur, a request is not made to a Credit Derivatives Determinations Committee to determine whether a Credit Event has occurred or a Credit Derivatives Determinations Committee resolves not to determine a question posed to it in relation to the potential occurrence of a Credit Event, by the Calculation Agent. A Credit-Linked Redemption will likely result in a reduction to the redemption amount payable in respect of the Certificates and, in a worst-case scenario, such redemption amount may be zero.**

Any decision to invest in the Certificates should be based on a consideration of the Prospectus as a whole by the investor. Any investor could lose all or part of their invested capital. Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the member states of the European Economic Area, have to bear the costs of translating the Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary set out in the section entitled "*Summary*" of this Prospectus, including any translation thereof, but only

if such summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or if it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the Certificates.

Language

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

Target Market

Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Certificates has led to the conclusion that: (i) the target market for the Certificates is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**") and (ii) all channels for distribution of the Certificates are appropriate. Any person subsequently offering, selling or recommending the Certificates (a "**distributor**") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Certificates (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

References to "EUR"

In this Prospectus, unless otherwise specified or the context otherwise requires references to "**EUR**" are to Euros, the single currency adopted by certain member states of the European Community pursuant to the Treaty establishing the European Community as amended by the Treaty on European Union.

IMPORTANT – UK RETAIL INVESTORS

THE CERTIFICATES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE AT ANY TIME TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE AT ANY TIME TO ANY RETAIL INVESTOR IN THE UNITED KINGDOM (THE "**UK**"). FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A "RETAIL CLIENT" AS DEFINED IN POINT (8) OF ARTICLE 2 OF REGULATION (EU) NO 2017/565 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (THE "**EUWA**"); (II) A CUSTOMER WITHIN THE MEANING OF THE PROVISIONS OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 ("**FSMA**") AND ANY RULES OR REGULATIONS MADE UNDER THE FSMA TO IMPLEMENT DIRECTIVE (EU) 2016/97, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (8) OF ARTICLE 2(1) OF REGULATION (EU) NO 600/2014 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA; OR (III) NOT A QUALIFIED INVESTOR AS DEFINED IN ARTICLE 2 OF THE REGULATION (EU) 2017/1129 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018. CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY THE PRIIPS REGULATION AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA (THE "**UK PRIIPS REGULATION**") FOR OFFERING OR SELLING THE CERTIFICATES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE UK HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE CERTIFICATES OR OTHERWISE MAKING THEM AVAILABLE AT ANY TIME TO ANY RETAIL INVESTOR IN THE UK MAY BE UNLAWFUL UNDER THE UK PRIIPS REGULATION.

DISCLAIMERS

No verification by the Arranger or Dealer: Neither the Arranger nor the Dealer has separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Arranger or the Dealer as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Company in connection with the Certificates. Neither the Arranger nor the Dealer accepts liability in relation to the information contained in this Prospectus or any other information provided by the Company in connection with the Certificates.

No fiduciary role: None of the Company (or any directors, officers or shareholders), the Dealer or any of the Transaction Parties or any of their respective affiliates is acting as an investment adviser or as an adviser in any other capacity, and none of them (other than the Trustee to the extent set out in the Trust Deed) assumes any fiduciary obligation to any purchaser of Certificates or any other party, including the Company. None of the Company (or any directors, officers or shareholders), the Dealer or any of the Transaction Parties assumes any responsibility for (i) conducting or failing to conduct any investigation into the business, financial condition, prospects, creditworthiness, status and/or affairs of the Fund or the terms thereof or of any Counterparty or the terms of relevant Swap Agreement (ii) monitoring the Fund or any Counterparty, during the term of the Certificates.

No reliance: Investors may not rely on the views of the Company, the Dealer or any of the other Transaction Parties for any information in relation to any person.

Independent review and advice: This Prospectus is not, nor does it purport to be, investment advice. None of the Company, the Arranger, the Broker, the Dealer, the Trustee, the Counterparty, the Custodian or any Agent, or any affiliate of any of them (including any directors, officers or employees thereof), is acting as an investment adviser or providing advice of any other nature, or assumes any fiduciary obligation, to any investor in Certificates.

None of this Prospectus nor any other information supplied in connection with the Certificates is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Company or the Dealer that any recipient of this Prospectus or any other information supplied in connection with the Certificates should purchase any of the Certificates. An investment in the Certificates is subject to a very high degree of complex risks which may arise without warning. The Certificates may at times be volatile and losses may occur quickly and in unanticipated magnitude. The Certificates are speculative and bear the risk that they could lose some or all of their investment in certain circumstances (see risk factor entitled "*Investors in Certificates may receive back less than the original invested amount*" on page 23). No person should acquire any Certificates unless (i) that person understands the nature of the relevant transaction and the extent of that person's exposure to potential loss and (ii) any investment in the Certificates is consistent with such person's overall investment strategy. Each investor in the Certificates should consider carefully whether the Certificates are suitable for it in the light of such investor's investment objectives, financial capabilities and expertise. Investors in the Certificates should consult their own business, financial, investment, legal, accounting, regulatory, tax and other professional advisers to assist them in determining the suitability of the Certificates for them as an investment. Each investor in the Certificates should be fully aware of and understand the complexity and risks inherent in the Certificates before it makes its investment decision in accordance with the objectives of its business. See the section entitled "*Risk Factors*".

Suitability of investment: Each investor in the Certificates must determine the suitability of such investment in light of the investor's own circumstances. In particular, each investor should:

(a) have sufficient knowledge and experience (if necessary, in consultation with the investor's own legal, tax, accountancy, regulatory, investment or other professional advisers) to evaluate the Certificates, the merits and risks of investing in the Certificates, all information contained or

incorporated by reference into this Prospectus and all information contained in this Prospectus or any supplement (if any);

(b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of the investor's particular financial situation, an investment in the Certificates and the impact the Certificates will have on the investor's overall investment portfolio;

(c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Certificates, including where the settlement currency is different from the currency in which such investor's principal financial activities are principally denominated;

(d) understand thoroughly (if necessary, in consultation with the investor's own legal, tax, accountancy, regulatory, investment or other professional advisers) the terms of the Certificates, including certain agreements and representations that any person who purchases Certificates at any time is required to make, or is deemed to have made, as a condition to purchasing the Certificate or any legal or beneficial interest therein, and be familiar with any relevant financial markets;

(e) understand thoroughly and evaluate (either alone or with the help of a financial adviser and/or other professional adviser) the rates, prices, amounts and other terms and conditions of the Certificates and the Transaction Documents, all of the risks thereof (economic and otherwise, including those which relate to the Underlying Fund Shares, the Fund and the Reference Entity), and be capable of assuming and be willing to assume (financially and otherwise) those risks;

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

(g) review the publicly available information relating to the Fund and the Reference Entity, including but not limited to, publicly available budgetary and other financial information of the Fund and the Reference Entity and otherwise must have, in its professional judgement, sufficient independent access to information concerning the Fund and the Reference Entity, and be satisfied that as a reasonable retail investor it is in a sufficiently informed position to be able to make its decision to invest in the Certificates;

(h) only invest in the Certificates if its purchase of the Certificates would be fully consistent with its financial objectives and condition, complies with all investment policies, guidelines and restrictions applicable to it and has determined the Certificates are a suitable investment for it;

(i) be able to sustain a complete loss on its investment in the Certificates, can bear the lack of liquidity with respect to its investment in the Certificates and has no reason to anticipate any change in its circumstances, financial or otherwise, which may cause or require any sale or distribution by it of all or any part of the Certificates.

The Certificates are complex financial instruments. An investor should not invest in Certificates unless it has the expertise (either alone or with a financial adviser) to evaluate how the Certificates will perform under changing conditions, the resulting effects on the value of the Certificates and the impact that the Certificates will have on the investor's overall investment portfolio.

Prospective investors in the Certificates must make their own investment decisions based upon their own judgement as an investor and upon any advice from such advisers as they deem necessary or desirable in connection with its decision to purchase the Certificates and not upon any view expressed by the Company, the Arranger, the Dealer, the Calculation Agent, the Broker, the Counterparty or the Trustee (including any directors, officers, employees or representatives thereof).

No offer: This Prospectus does not constitute an offer of, or an invitation by or on behalf of, the Company or the Dealer to subscribe for, or purchase, any Certificates. The distribution of this Prospectus and the

offering or sale of the Certificates in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Company and the Dealer to inform themselves about and to observe any such restrictions. The publication of this Prospectus is not intended as an offer or solicitation for the purchase or sale of any Certificates in any jurisdiction where such offer or solicitation would violate the laws of such jurisdiction.

No representations: None of the Company, the Arranger, the Dealer, the Calculation Agent, the Broker, the Counterparty or the Trustee (including any directors, officers, employees or representatives thereof) has given or gives (directly or indirectly through any other person) any assurance, guarantee or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) as to an investment in the Certificates. Prospective investors in the Certificates must make their own investment decisions based upon their own judgement as an investor and upon any advice from such advisers as they deem necessary or desirable in connection with its decision to purchase the Certificates and not upon any view expressed by the Company, the Arranger, the Dealer, the Calculation Agent, the Broker, the Counterparty or the Trustee (including any directors, officers, employees or representatives thereof).

None of the Company, the Arranger, the Broker, the Dealer, the Trustee, the Counterparty, the Custodian or any Agent, or any affiliate of any of them (including any directors, officers or employees thereof), makes any representation or warranty whatsoever or accepts any responsibility with respect to the Underlying Fund Shares or the creditworthiness of the Fund or the Reference Entity. In addition, none of the Company, the Arranger, the Broker, the Dealer, the Trustee, the Counterparty, the Custodian or any Agent, or any affiliate of any of them (including any directors, officers or employees thereof), makes any representation or warranty whatsoever or accepts any responsibility as to the effect or possible effect of the linking of any payments due under the Certificates to the performance of the Fund or the Reference Entity. None of the Arranger, the Broker, the Dealer, the Trustee, the Counterparty, the Custodian or any Agent, or any Affiliate of any of them (including any directors, officers or employees thereof), undertakes to review the financial condition or affairs of the Company during the life of any arrangements contemplated by this Prospectus, or to advise any purchaser or potential purchaser of any Certificates of any information coming to the attention of any of the parties which is not included in this Prospectus.

Description of contractual provisions: The information set forth herein, to the extent that it comprises a description of certain provisions of the documentation relating to the transactions described herein, is a summary and is not presented as a full statement of the provisions of such documentation. Such summaries are qualified by reference to and are subject to the provisions of such documentation.

Provision of information: None of the Company, the Arranger, any Transaction Party nor any Affiliate of any such persons makes any representation as to the credit quality of the Counterparty or any Counterparty Posted Collateral. Any of such persons may have acquired, or during the term of the Certificates may acquire, non-public information in relation to the Counterparty and/or the Counterparty Posted Collateral. None of such persons is under any obligation to make such information directly available to Certificateholders. None of the Company, the Arranger, any Transaction Party nor any Affiliate of any such persons is under any obligation to make available any information relating to, or keep under review on the Certificateholders' behalf, the business, financial conditions, prospects, creditworthiness or state of affairs of the Counterparty or any issuer/obligor in relation to any Counterparty Posted Collateral transferred to the Company under the Credit Support Annex or conduct any investigation or due diligence thereon.

Distribution: Investors should be aware that information on the terms and conditions of the offer by any financial intermediary shall be provided at the time of the offer by the financial intermediary. No person has been authorised to give any information or to make any representations other than those contained in this Prospectus in connection with the issue or sale of the Certificates and, if given or made, such information or representation must not be relied upon as having been authorised by the Company or

the Dealer. Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date hereof or the date upon which this document has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Company since the date hereof or the date upon which this document has been most recently amended or supplemented or that any other information supplied in connection with the Certificates is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. The Dealer expressly does not undertake to review the financial condition or affairs of the Company at any time.

General Notice

EACH PURCHASER OF CERTIFICATES MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN EACH JURISDICTION IN WHICH IT PURCHASES, OFFERS OR SELLS THE CERTIFICATES OR POSSESSES OR DISTRIBUTES THIS PROSPECTUS AND MUST OBTAIN ANY CONSENT, APPROVAL OR PERMISSION REQUIRED FOR THE PURCHASE, OFFER OR SALE BY IT OF THE CERTIFICATES UNDER THE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTIONS TO WHICH IT IS SUBJECT OR IN WHICH IT MAKES SUCH PURCHASES, OFFERS OR SALES, AND NONE OF THE COMPANY, THE ARRANGER OR THE DEALER (INCLUDING THE DIRECTORS, OFFICERS OR EMPLOYEES THEREOF) SHALL HAVE ANY RESPONSIBILITY THEREFOR.

CERTIFICATES MAY BE SUBJECT TO RESTRICTIONS ON TRANSFER AND RESALE AS DETAILED IN THIS PROSPECTUS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF AN INVESTMENT IN CERTIFICATES UNTIL THE MATURITY DATE SPECIFIED FOR THE CERTIFICATES IN THE PRICING CONDITIONS.

Important Notice Regarding Certain United States Laws

THE CERTIFICATES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE COMPANY HAS NOT BEEN NOR WILL BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**") IN RELIANCE, WHERE APPLICABLE, ON THE EXCEPTION PROVIDED UNDER SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT.

THE CERTIFICATES WILL BE OFFERED AND SOLD AS PART OF THEIR DISTRIBUTION AND AT ALL OTHER TIMES ONLY OUTSIDE THE UNITED STATES TO, OR FOR THE ACCOUNT OR BENEFIT OF (I) NON-U.S. PERSONS IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**"), (II) NON-U.S. PERSONS (AS DEFINED IN THE CREDIT RISK RETENTION REGULATIONS ISSUED UNDER SECTION 15G OF THE U.S. SECURITIES EXCHANGE ACT OF 1934) AND (III) ANY PERSON WHO IS A NON-UNITED STATES PERSON (AS DEFINED IN RULE 4.7 UNDER THE U.S. COMMODITY EXCHANGE ACT OF 1936 BUT EXCLUDING, FOR THE PURPOSES OF SUBSECTION (D) THEREOF, THE EXCEPTION TO THE EXTENT THAT IT WOULD APPLY TO PERSONS WHO ARE NOT NON-UNITED STATES PERSONS). PROSPECTIVE INVESTORS SHOULD NOTE THAT THE DEFINITION OF "U.S. PERSON" IN THE CREDIT RISK RETENTION REGULATIONS IS SUBSTANTIALLY SIMILAR TO, BUT NOT IDENTICAL TO, THE DEFINITION OF U.S. PERSON UNDER REGULATION S.

ANY INVESTOR IN THE CERTIFICATES (INCLUDING PURCHASERS FOLLOWING THE ISSUE DATE OF THE CERTIFICATES) SHALL BE DEEMED TO GIVE THE REPRESENTATIONS, AGREEMENTS

AND ACKNOWLEDGMENTS SPECIFIED IN THE CONDITIONS OF THE CERTIFICATES, INCLUDING A REPRESENTATION THAT IT IS NOT, NOR IS IT ACTING FOR THE ACCOUNT OR BENEFIT OF, A PERSON WHO IS (I) A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), (II) A U.S. PERSON (AS DEFINED IN THE CREDIT RISK RETENTION REGULATIONS ISSUED UNDER SECTION 15G OF THE U.S. SECURITIES EXCHANGE ACT OF 1934) OR (III) NOT A NON-UNITED STATES PERSON (AS DEFINED IN RULE 4.7 UNDER THE U.S. COMMODITY EXCHANGE ACT OF 1936, BUT EXCLUDING FOR PURPOSES OF SUBSECTION (D) THEREOF, THE EXCEPTION TO THE EXTENT THAT IT WOULD APPLY TO PERSONS WHO ARE NOT NON-UNITED STATES PERSONS). IF SUCH AN INVESTOR IS PURCHASING THE CERTIFICATES ON THEIR ISSUE DATE, SUCH AN INVESTOR MAY ALSO BE REQUIRED TO PROVIDE THE DEALER WITH A LETTER CONTAINING REPRESENTATIONS SUBSTANTIALLY IN THE SAME FORM AS THE DEEMED REPRESENTATION SPECIFIED ABOVE.

REGARD SHOULD BE HAD TO APPENDIX A OF THIS PROSPECTUS WHICH SETS OUT CERTAIN INFORMATION REGARDING THE BOOK-ENTRY NATURE OF THE CERTIFICATES AND ALSO SETS OUT THE TRANSFER RESTRICTIONS APPLICABLE TO THE CERTIFICATES.

IN MAKING AN INVESTMENT DECISION, PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. CERTIFICATES HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY U.S. FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS PROSPECTUS OR ANY OTHER DOCUMENT PRODUCED IN CONNECTION WITH THE CERTIFICATES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

THE COMPANY IS NOT, AND WILL NOT BE, AUTHORISED OR LICENSED BY THE CENTRAL BANK OF IRELAND BY VIRTUE OF THE ISSUE OF THE CERTIFICATES. ANY INVESTMENT IN THE CERTIFICATES DOES NOT HAVE THE STATUS OF A BANK DEPOSIT AND IS NOT SUBJECT TO THE DEPOSIT PROTECTION SCHEME OPERATED BY THE CENTRAL BANK OF IRELAND.

Board of Directors

BY PURCHASING THE CERTIFICATES, THE CERTIFICATEHOLDERS THEREBY RATIFY THE SELECTION OF EACH MEMBER OF THE BOARD OF DIRECTORS OF THE COMPANY, AS IDENTIFIED IN THIS PROSPECTUS, AND CONFIRM THAT SUCH RATIFICATION IS BEING MADE WITHOUT SELECTION OR CONTROL BY JPMORGAN CHASE & CO. OR ANY OF ITS SUBSIDIARIES.

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SUMMARY

A. INTRODUCTION AND WARNINGS	
A.1.1	*Name and international securities identifier number (ISIN) of the certificates*
Credit Linked Certificates linked to Telecom Italia S.p.A. Senior Unsecured due 2030 (maxi step-down coupon) (the "**Certificates**"). ISIN Code: XS2883314309.	
A.1.2	*Identity and contact details of the issuer, including its legal entity identifier (LEI)*
Dynamic Certificates and Notes plc (the "**Company**") is a public company limited by shares duly incorporated in Ireland. The Company's registered office is situated at Block A, George's Quay Plaza, George's Quay, Dublin 2, Ireland and the telephone number of the Company is +353 1 9631030. The Company's Legal Entity Identifier is 213800K7LEAAOUSOPA15*.*	
A.1.3	*Identity and contact details of the competent authority approving the Prospectus*
The Prospectus has been approved by the Central Bank of Ireland as competent authority, with its head office at New Wapping Street, North Wall Quay, Dublin 1 and telephone number: +353 1 224 6000, in accordance with Regulation (EU) 2017/1129 (the "**Prospectus Regulation**").	
A.1.4	*Date of approval of the Prospectus*
The Prospectus was approved on 4 September 2024.	
A.1.5	*Warning*

You are about to purchase a product that is not simple and may be difficult to understand. The Certificates are fund-linked and credit-linked. The Certificates are fund-linked in that the redemption amount payable on the maturity date of the Certificates, or any early redemption amount payable by the Company upon an early redemption of the Certificates, will be linked to the net asset value of the Underlying Fund Shares. The Certificates are credit-linked in that they are linked to the credit risk of the Reference Entity and may be redeemed early upon the occurrence of a Credit Event (as defined below). If the Certificates are redeemed early following the occurrence of a Credit Event, (i) the redemption amount payable to Certificateholders on the date on which the Certificates will be redeemed early following the occurrence of an event determination date in respect of a Credit Event (the "**Credit-Linked Redemption Date**") will be linked not only to the net asset value of the Underlying Fund Shares, but also to the market value of the obligations of the Reference Entity and (ii) interest payable on the Certificates will cease to accrue from (and including) the interest payment date immediately preceding the relevant event determination date. **Investors should therefore be prepared to be exposed to the risks related to the Underlying Fund Shares and the Reference Entity. If the value of the Underlying Fund Shares does not move in the anticipated direction, the Certificates may return less than the amount invested, and in a worst-case scenario, investors may lose up to the entire value of their investment. If an event determination date in respect of a Credit Event occurs in relation to the Reference Entity, the redemption amount payable on the Certificates on the Credit-Linked Redemption Date will be subject to the value of the credit loss suffered in relation to the Reference Entity (such credit loss being the product of the (i) aggregate principal amount of the Certificates and (ii) 100 per cent. minus the Applicable Price in respect of certain specified obligation(s) of the Reference Entity, subject to a minimum of zero). The "Applicable Price" is determined based on the price of certain specified obligation(s) of the Reference Entity following the occurrence of a Credit Event and will be determined either (a) through a standardised auction process, organised by the "Credit Derivatives Determinations Committee" (being, with respect to a Reference Entity or certain specified obligation(s) of such Reference Entity, each committee established pursuant to the Credit Derivatives Determinations Committees Rules for the purposes of reaching certain resolutions in connection with credit derivative transactions referencing such Reference Entity) or (b) where a relevant auction does not occur, a request is not made to a Credit Derivatives Determinations Committee to determine whether a Credit Event has occurred or a Credit Derivatives Determinations Committee resolves not to determine a question posed to it in relation to the potential occurrence of a Credit Event, by the Calculation Agent. A Credit-Linked Redemption will likely result in a reduction to the redemption amount payable in respect of the Certificates and, in a worst-case scenario, such redemption amount may be zero.**

This summary has been prepared in accordance with Article 7 of the Prospectus Regulation and should be read as an introduction to the prospectus (the "**Prospectus**"). Any decision to invest in the Certificates should be based on a consideration of the Prospectus as a whole by the investor. Any investor could lose all or part of their invested capital. Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the member states of the European Economic Area, have to bear the costs of translating the Prospectus before the legal proceedings are initiated. 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 Prospectus or if it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the Certificates.	
A.1.6	*Transaction Parties*
Principal Paying Agent and Custodian: The Bank of New York Mellon, London Branch, 160 Queen Victoria Street, London EC4V 4LA, United Kingdom Paying Agent: The Bank of New York Mellon SA/NV, Dublin Branch, Riverside Two, Sir John Rodgerson's Quay, Grand Canal Dock, Dublin 2, Ireland Calculation Agent and Broker: J.P. Morgan SE of TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany Trustee: U.S. Bank National Association of 125 Old Broad Street, Fifth Floor, London EC2N 1AR, United Kingdom Arranger, Dealer and Counterparty: J.P. Morgan SE of TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany.	
B. KEY INFORMATION ON THE ISSUER	
B.1	***Who is the issuer of the certificates?***
B.1.1	*Domicile, legal form, LEI, jurisdiction of incorporation and country of operation*
The Company was incorporated in Ireland as a public limited company on 26 April 2024 with registered number 763002 under the name Adastra Certificates (Ireland) Public Limited Company, under the Companies Act 2014. It subsequently changed its name to Dynamic Certificates Public Limited Company pursuant to a special resolution dated 3 May 2024, and later to Dynamic Certificates and Notes Public Limited Company pursuant to another special resolution dated 8 May 2024. The Company's Legal Entity Identifier is 213800K7LEAAOUSOPA15.	
B.1.2	*Principal activities*
The Company has been established as a special purpose vehicle for the purpose of issuing asset backed certificates, notes and other obligations.	
B.1.3	*Major Shareholders*
The authorised share capital of the Company is EUR 1,000,000 divided into 1,000,000 ordinary shares of EUR 1 each (each an "**Ordinary Share**"). The Company has issued 25,000 Ordinary Shares and EUR 0.25 in respect of each of these Ordinary Shares has been paid. All of the issued Ordinary Shares are held directly or indirectly by Vistra Trust Services (Ireland) Limited (the "**Share Trustee**") under the terms of a declaration of trust under which the Share Trustee holds the issued Ordinary Shares of the Company on trust for charity.	
B.1.4	*Key managing directors*
Eimir McGrath and Cathriona Nally	
B.1.5	*Identity of the statutory auditors*
It is expected that the auditors of the Company will be appointed before the financial year ended 31 December 2024.	
B.2	***What is the key financial information regarding the Issuer?***
The Company has commenced operations, but financial statements are not yet available. As at the date of this summary, the Issuer has not published audited financial statements.	
B.3	***What are the key risks that are specific to the Issuer?***
The Company is a special purpose vehicle with no assets other than its paid-up share capital, and the assets on which the Certificates are secured.	
C. KEY INFORMATION ON THE CERTIFICATES	
C.1	***What are the main features of the Certificates?***
C.1.1	*Type, class and ISIN*
The Certificates are fund-linked and credit-linked securities. The Certificates are in registered form intended to be cleared through Euroclear and Clearstream, Luxembourg and will initially be represented by a Global Certificate. The ISIN Code of the Certificates is XS2883314309.	
C.1.2	*Currency, denomination, par value, number of certificates issued and duration*
The Certificates are denominated in euro ("**EUR**"). The specified denomination of the Certificates is EUR 1,000. The aggregate principal amount of the Certificates is up to EUR 100,000,000 and the issue price per Certificate is 100 per cent. of par, being EUR 1,000 per	

Certificate. The Certificates issue on 8 October 2024 and are scheduled to mature on 11 July 2030 (the "**Scheduled Maturity Date**"). The Certificates may redeem earlier if an Early Redemption Event or a Credit Event (each as defined below) occurs.

C.1.3	*Rights attached to the Certificates*

Overview: The Certificates are fund-linked and credit-linked. The Certificates are fund-linked in that (i) the redemption amount payable on the Scheduled Maturity Date of the Certificates or (ii) any early redemption amount payable by the Company will be linked to the net asset value of up to EUR 100,000,000 of Class A Acc Shares in Dynamic Profile Fineco AM Fund I, a sub-fund of FAM SERIES UCITS ICAV (the "**Fund**") due 4 July 2030 held by the Company (the "**Underlying Fund Shares**"). The return on the Certificates is, therefore, linked to the performance of the Underlying Fund Shares. The Certificates are credit-linked in that they are linked to the credit risk of Telecom Italia S.p.A. (the "**Reference Entity**") and may be redeemed early upon the occurrence of a Credit Event (such redemption being a "**Credit-Linked Redemption**"). If the Certificates are redeemed early as a result of the occurrence of a Credit Event, the redemption amount payable to Certificateholders will be linked not only to the net asset value of the Underlying Fund Shares, but also to the market value of the obligations of the Reference Entity. The Company has entered into (i) a swap transaction with the Counterparty, pursuant to which the Counterparty will pay to the Company amounts equal to the interest payments payable under the Certificates (which the Company will use to fund the interest amounts payable under the Certificates) in exchange for (a) an initial payment made by the Company to the Counterparty on the Issue Date (the "**Swap Agreement**") and (b) in the event of a Credit-Linked Redemption, a payment by the Company to the Counterparty of an amount in EUR equal to the value of the credit loss suffered in relation to the Reference Entity (such credit loss being the product of the (a) aggregate principal amount of the Certificates and (b) 100 per cent. minus the price of certain specified obligation(s) of the Reference Entity, subject to a minimum of zero) and (ii) a credit support annex, pursuant to which credit support will be provided by the Counterparty to the Company in respect of the Counterparty's obligations under the swap agreement (the "**Credit Support Annex**"). The Credit Support Annex will form part of the Swap Agreement.

Security and Ranking: The Certificates are secured obligations of the Company and rank *pari passu* without any preference among themselves. The Certificates represent limited recourse obligations of the Company. The Company grants the security outlined below (the "**Security**") to the Trustee in order to secure the Secured Liabilities owed to the Secured Parties, including its obligations under the Certificates. Following the enforcement of the security, the claims of Certificateholders will be allocated to amounts received or recovered in respect of the Mortgaged Property on a *pari passu* and *pro rata* basis, following the satisfaction of the higher-ranking claims of the other Secured Parties in accordance with the priority of claims (as described below).

The Security primarily comprises: (i) certain English law charges and assignments in favour of the Trustee over the rights of the Company to the Underlying Fund Shares together with any assets and/or property derived therefrom and any collateral posted by the Counterparty to the Company under the Credit Support Annex; and (ii) certain Irish law security interests in favour of the Trustee over the rights of the Company to the Underlying Fund Shares. The Company also grants English law assignments to the Trustee over certain of its rights under the Agency Agreement and the Custody Agreement. In addition, the Company also grants an English law assignment to the Trustee of its rights under the Swap Agreement. Such assets, property, income and rights charged and/or assigned in favour of the Trustee is referred to as the "**Mortgaged Property**".

Where: "**Agency Agreement**" means the agency agreement entered into in relation to the Certificates between, amongst others, the Company, the Trustee and the Principal Paying Agent; "**Custody Agreement**" means the custody agreement entered into in relation to the Certificates between the Company, the Trustee and the Custodian; "**Issue Date**" means 8 October 2024; "**Secured Liabilities**" means, in respect of the Certificates, the obligations of the Company under (i) the Certificates, (ii) the Trust Deed to the Trustee in respect of the Certificates including any expenses, costs, claims or liabilities properly incurred by the Trustee in the performance of its duties, (iii) the Custody Agreement for the payment of all claims of the Custodian for reimbursement of payments properly made to any party in respect of sums receivable on the Underlying Fund Shares and in respect of any expenses, costs, claims or liabilities properly incurred by the Custodian in the performance of its duties under the custody agreement, (iv) the Agency Agreement for the payment of all claims of the Principal Paying Agent for reimbursement in respect of payments of principal and interest properly made to holders of Certificates and in respect of any expenses, costs, claims or liabilities properly incurred by the Principal Paying Agent in the performance of its duties under the Agency Agreement and (v) the Swap Agreement; "**Secured Parties**" means the persons to whom Secured Liabilities are owed; and "**Trust Deed**" means the principal trust deed made between, amongst others, the Company and the Trustee, as supplemented by the issue deed in respect of the Certificates dated on or about the Issue Date.

Priority of Claims: If the Certificates redeem early or if there is a default at maturity (whether in respect of the Underlying Fund Shares by the Company or otherwise), or if there is an enforcement of the Security, then the proceeds of the Mortgaged Property will be applied in accordance with a specified order of priorities. In such order of priorities, the claims of other creditors of the Company in respect of the Certificates will be met before the claims of the Certificateholders. Amounts paid in priority to the Certificateholders include, among other things, (i) payments due to the Trustee, (ii) payments due to the Counterparty under the Swap Agreement and (iii) any payments due to the Custodian and/or the Principal Paying Agent. The Mortgaged Property is the only property the Company has from which to meet the claims

in respect of the Certificates. As a result of other claims having priority to those of the Certificateholders, this means there may not be enough cash for the Company to meet its obligations to Certificateholders (whether in full or at all).

Final Redemption Amount: The Certificates, unless previously redeemed or cancelled, will be redeemed on the Scheduled Maturity Date and the "**Final Redemption Amount**" payable in respect of each Certificate will be an amount in EUR determined by the Calculation Agent equal to (subject, for the avoidance of doubt, to the limited recourse provisions described below) (i) EUR 1,000 (being 100 per cent. of such Certificate's principal amount); plus (ii) subject to a minimum of zero, such Certificate's *pro rata* share of the aggregate redemption amount comprised of cash in respect of the Underlying Fund Shares payable on their scheduled maturity date minus the aggregate principal amount of the Certificates.

Credit-Linked Redemption Amount: The "**Credit-Linked Redemption Amount**" is payable to Certificateholders if a Credit-Linked Redemption occurs and will generally be an amount equal to each Certificate's *pro rata* share of an amount equal to (a) the lower of (x) the aggregate principal amount of the Certificates and (y) the aggregate liquidation proceeds in respect of the Underlying Fund Shares *minus* (b) the product of (x) the aggregate principal amount of the Certificates and (y) 100% less the then market value of certain specified obligation(s) of the Reference Entity, subject to a minimum of zero plus (c) an amount, subject to a minimum of zero, equal to such aggregate liquidation proceeds in respect of the Underlying Fund Shares minus the aggregate principal amount of the Certificates. The market value of the obligations of the Reference Entity will be determined based on the price of certain specified obligation(s) of the Reference Entity following the occurrence of a Credit Event and will be determined either (a) through a standardised auction process, organised by the Credit Derivatives Determinations Committee or (b) where a relevant auction does not occur, a request is not made to a Credit Derivatives Determinations Committee to determine whether a Credit Event has occurred or a Credit Derivatives Determinations Committee resolves not to determine a question posed to it in relation to the potential occurrence of a Credit Event, by the Calculation Agent

Early Redemption Amount: The "**Early Redemption Amount**" is payable to Certificateholders if the Certificates are redeemed on a date prior to their stated maturity due to an Early Redemption Event and will generally be an amount equal to their share of (i) the lower of (a) the aggregate principal amount of the Certificates and (b) the proceeds of the redemption or sale of the Underlying Fund Shares plus (ii) any termination payment payable by the Counterparty to the Company in respect of the Swap Agreement (if any), minus (iii) any termination payment payable by the Company to the Counterparty in respect of the Swap Agreement (if any), plus (iv) an amount, subject to a minimum of zero, equal to such proceeds of the redemption or sale of the Underlying Fund Shares minus the aggregate principal amount of the Certificates and minus (v) any payments owed by the Company to any other Secured Parties which rank in priority to the claims of Certificateholders.

Interest: The Certificates bear interest from (and including) the Interest Commencement Date to (but excluding) the Scheduled Maturity Date at a rate of interest for each annual interest accrual period determined by the Calculation Agent to be equal to, in respect of (i) the interest accrual period from, and including, the Interest Commencement Date to, but excluding, 20 December 2024, 35.00 per cent. per annum, (ii) the interest accrual period from, and including, 20 December 2024 to, but excluding, 11 July 2025, 4.621 per cent. per annum and (iii) each interest accrual period thereafter, 2.58 per cent. per annum. In the event of the occurrence of an event determination date in respect of a Credit Event, the interest accrual period shall end on, and exclude, the interest payment date immediately preceding the event determination date in respect of such Credit Event.

Where: "**Interest Commencement Date**" means 8 October 2024.

Early Redemption Events: The Certificates may redeem prior to the Scheduled Maturity Date due to certain events, including: (i) for certain taxation reasons, including the imposition of certain additional taxes affecting the Company, the Underlying Fund Shares or payments made by the Company and failure by the Certificateholders to provide certain information for tax purposes; (ii) the termination of the Swap Agreement; (iii) the occurrence of an event of default with respect to the Certificates, which includes (a) a default by the Company in the payment of any amount, if unremedied for at least five business days; (b) a failure by the Company to perform or observe any of its other obligations for at least 30 days; (c) certain bankruptcy events in respect of the Company; or (d) a notification by Company, the Counterparty or any of the Certificateholders to the Trustee that (x) the Custodian or the Principal Paying Agent failed to comply with their payment or delivery obligations; or (y) certain information exists that the obligor of the Underlying Fund Shares has defaulted on its obligations thereunder or becomes insolvent; (iv) the determination by the Calculation Agent that the market value of the Certificates is less than, or equal to, 30 per cent. of the aggregate principal amount of the Certificates; or (v) the occurrence of certain events in respect of the Fund, including: (a) insolvency in respect of the Fund, its management company or any of its service providers, (b) a merger or other consolidation in respect of the Fund, (c) a termination of the Fund, (d) nationalisation of the Fund, (e) any litigation involving the Fund, (f) events which affect the calculation of the net asset value and performance of the Fund, (g) events which affect the trading of the Fund, any operational failures, or other legal and regulatory constraints or (h) a material change in the composition of assets in which the Fund invests from that as at the Trade Date, each of the events specified in (i) – (v) above being an "**Early Redemption Event**".

Credit-Linked Redemption: The Certificates may redeem prior to their Scheduled Maturity Date as a result of the occurrence of a Credit Event in respect of the Reference Entity. A "**Credit Event**" is, broadly speaking, an event which is regarded as being indicative of a default

or material decline in the creditworthiness of the Reference Entity and will occur if: (i) the reference entity experiences insolvency, bankruptcy or related events, (ii) the reference entity fails to make payments due on its debt above a prescribed threshold or (iii) the reference entity's debt is restructured on terms that are detrimental to the holder(s) of the relevant debt in a form that is binding on all holder(s).

Limited Recourse: The Certificateholders and the other transaction parties, including the Counterparty, will have recourse to the Mortgaged Property for the Certificates. The Mortgaged Property includes the Underlying Fund Shares and the Company's rights under the Swap Agreement. The Certificateholders and the other transaction parties will have recourse *only* to the Mortgaged Property in respect of the Certificates and not to any other assets of the Company. Certificateholders' claims (and those of other transaction parties) will be limited to the Mortgaged Property and subject to the order of priority referred to above. If the Mortgaged Property is not sufficient to meet Certificateholders' claims and those of all the other relevant parties, the Mortgaged Property will be used to meet claims according to the specified order of priority. Amounts owing to the Counterparty under the Swap Agreement, and certain other sums payable to certain transaction parties, will be paid before Certificateholders. If there is no Mortgaged Property left after paying them, Certificateholders will not be paid.

Withholding Tax: Payments of principal and interest in respect of the Certificates will be made subject to withholding tax (if any) applicable to the Certificates without the Company being obliged to pay further amounts as a consequence.

Governing Law: The Certificates will be governed by English law.

C.1.4	*Rank of the Certificates in the Issuer's capital structure upon insolvency*

The Certificates are secured, limited recourse obligations of the Company and rank equally amongst themselves without any preference among themselves.

C.1.5	*Restrictions on free transferability of the certificates*

Interests in Certificates traded in any clearing system will be transferred in accordance with the procedures and regulations of that clearing system. The Certificates will be freely transferable, subject to restrictions on sale of the Certificates into certain jurisdictions. Investors should note that the Certificates have not been, nor will be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States of America. No person has registered nor will register as a commodity pool operator of the Company under the U.S. Commodity Exchange Act of 1936, as amended (the "**CEA**") and the rules of the Commodity Futures Trading Commission thereunder (the "**CFTC Rules**"), and the Company has not been nor will be registered under the U.S. Investment Company Act of 1940, as amended. Any offer or sale of the Certificates must be made in an offshore transaction exempt from the registration requirements of the Securities Act pursuant to Regulation S thereunder ("**Regulation S**"). The Certificates may not at any time be offered, sold, pledged, delivered or otherwise transferred except to a person that (A) is not a U.S. Person (as defined in Regulation S under the Securities Act), (B) is not a U.S. Person (as defined in the Credit Risk Retention Regulations issued under section 15G of the U.S. Securities Exchange Act of 1934) and (C) is a Non-United States Person (as defined in Rule 4.7 of CEA (excluding for the purposes of sub-section (D) thereof, the exception to the extent it would apply to persons who are not non-United States persons)), in an offshore transaction and in each case in accordance with Rule 903 or Rule 904 of Regulation S, and in accordance with any other applicable securities laws.

C.2	*Where will the Certificates be traded?*

The Company will make reasonable efforts to arrange for the Certificates to be listed on the SeDex market of Borsa Italiana (the "**SeDex Market**") and admitted to trading on the SeDex Market, within 2 days of the Issue Date.

C.3	*What are the key risks that are specific to the Certificates?*

- ***Early Redemption of Certificates***: The Certificates may redeem prior to their maturity date due to certain events as set forth in their terms and conditions (see the subsection of this summary entitled "Events of Default and Early Redemption Events" above). If the Certificates are redeemed prior to their stated maturity date due to an Early Redemption Event, Certificateholders will be entitled to receive the Early Redemption Amount, subject to the limited recourse provisions. If a Credit-Linked Redemption occurs, Certificateholders will be entitled to receive an amount linked to the net asset value of the Underlying Fund Shares but also to the market value of the obligations of the Reference Entity.
- ***Limited recourse***: Certificateholders and other transaction parties will have recourse only to the Mortgaged Property in respect of the Certificates and not to any other assets of the Company. If, following realisation in full of the Mortgaged Property relating to the Certificates, any outstanding claim remains unpaid, then such claim will be extinguished and no debt will be owed by the Company in respect thereof.
- ***Investors in Certificates may receive back less than the original invested amount***: The redemption amount payable in respect of each Certificate is expressed to be an amount in EUR determined by the Calculation Agent equal to (i) EUR 1,000 (being 100

per cent. of such Certificate's principal amount) plus (ii) such Certificate's *pro rata* share of the aggregate redemption amount comprised of cash in respect of the Underlying Fund Shares payable on their scheduled maturity date minus the aggregate principal amount of the Certificates. If the value of the Underlying Fund Shares is less than the initial purchase price of the Certificates at maturity, although the final redemption amount in such circumstances is expressed to be an amount equal to the principal amount of each Certificate, Certificateholders' claims in respect of such amount will be subject to the limited recourse provisions in respect of the Certificates. This means that Certificateholders will have recourse only to the Mortgaged Property in respect of the payment of the final redemption amount under the Certificates, which will be an amount that is less than the principal amount of the Certificates, and not to any other assets of the Company and therefore investors may lose some or all of their investment. If an event determination date occurs in respect of a Credit Event, the Certificates will redeem early and the amount payable to Certificateholders on such redemption will be linked not only to the net asset value of the Underlying Fund Shares but also to the market value of the obligations of the Reference Entity. **Investors should therefore be prepared to be exposed to the risks related to the Underlying Fund Shares and the Reference Entity. If the value of the Underlying Fund Shares does not move in the anticipated direction, the Certificates may return less than the amount invested, and in a worst-case scenario, investors may lose up to the entire value of their investment. The credit position of the Reference Entity can alter sharply because it reflects the performance of the Reference Entity and may be affected by general macroeconomic factors, such as market conditions subsisting at the time. The decline of the credit position of the Reference Entity may coincide with the occurrence of a Credit-Linked Redemption. A Credit-Linked Redemption will likely result in a reduction to the Redemption Amount payable in respect of the Certificates and, in a worst-case scenario, such Redemption Amount may be zero.** In addition, investors are exposed to the credit risk of the Fund and the credit risk of the Counterparty in respect of the Swap Agreement (as well as to the credit risk of the Custodian and the Principal Paying Agent) and may lose up to the entire value of their investment if any of the Fund, Counterparty, Custodian and/or Principal Paying Agent goes bankrupt or is otherwise unable to meet its payment or delivery obligations.

- ***Market Value of Certificates:*** The market value of the Certificates may be highly volatile and may be adversely affected by a number of factors, such as (i) the value and volatility of the Underlying Fund Shares and the creditworthiness of the Fund, (ii) market perception, interest rates, yields and foreign exchange rates, (iii) the time remaining to the maturity date and (iv) the nature and liquidity of the Swap Agreement.
- ***Limited Liquidity and Restrictions on Transfer of the Certificates***: Certificates may have no liquidity or the market for the Certificates may be limited and this may adversely impact their value or the ability of an investor in Certificates to dispose of them.
- ***Risks relating to the Underlying Fund Shares***: The Company's ability to pay amounts due on the Certificates is linked to the performance of the Underlying Fund Shares, which can be influenced by a wide range of factors including credit, equity exposure, liquidity and interest rate risks. The liquidity of the Underlying Fund Shares may be limited, and in times of financial distress, the Underlying Fund Shares may either not be saleable at all or may only be saleable at significant discounts to the amount originally invested. In particular, where the Certificates are to be redeemed early as a result of a redemption being triggered prior to the Scheduled Maturity Date or if a default has occurred with respect to the Underlying Fund Shares, there is no guarantee that the liquidation proceeds from the sale or redemption of the Underlying Fund Shares will be sufficient to repay the principal and interest due on the Certificates.
- ***Risks relating to the Swap Agreement and the Counterparty***: Under the terms of the Swap Agreement, both the Company and the Counterparty have the right to terminate the swap transaction in its entirety under certain conditions, including the occurrence of an event of default by either party, illegality, tax-related issues or regulatory events. Any such termination of the Swap Agreement will generally result in a corresponding redemption in whole of the Certificates. Upon any such redemption, the amount paid to Certificateholders to redeem such Certificates may be significantly less than the Certificateholder's original investment in such Certificates and may be zero. In addition, Certificateholders are relying on the creditworthiness of the Counterparty in respect of the performance of its obligations to make payments pursuant to the Swap Agreement for such Certificates. Default by the Counterparty may result in termination of the Swap Agreement and, in such circumstances, any amount due to the Company upon such termination may not be paid in full.

D.	**KEY INFORMATION ON THE OFFER OF SECURITIES TO THE PUBLIC**
D.1	*Under which conditions and timetable can I invest in this certificate?*

Offer of the Certificates are conditional upon their issue. The offer period in respect of the Certificates is the period from, and including, 5 September 2024 to, and including, 27 September 2024.

Description of the application process: Persons interested in purchasing Certificates should contact their financial adviser. If an investor in any jurisdiction other than the Italian Republic wishes to purchase Certificates, such investor should (a) be aware that sales in the relevant jurisdiction may not be permitted; and (b) contact its financial adviser, bank or financial intermediary for more information.

The Certificates may be distributed by the Distributor through door-to-door selling by means of tied agents, being financial advisors authorised to make off-premises offers (*consulenti finanziari abilitati all'offerta fuori sede*) pursuant to Articles 30 and 31 of the Legislative Decree 24 February 1998, No. 58, as amended and supplemented (the "**Italian Financial Services Act**") from (and including) 5 September 2024 to (and including) 27 September 2024 subject to any early closing of the offer period or cancellation of the offer of the Certificates. The Distributor is intending to distribute the Certificates through door-to-door selling (*fuori sede*) pursuant to Article 30 of the Italian Financial Services Act will collect the acceptance forms through the tied agents (*consulenti finanziari abilitati all'offerta fuori sede*) pursuant to Article 31 of the Italian Financial Services Act. Pursuant to Article 30, paragraph 6, of the Italian Financial Services Act, the validity and enforceability of contracts entered into through door-to-door selling is suspended for a period of 7 days beginning on the date of subscription by the relevant investor. Within such period investors may notify the Distributor and/or financial advisor of their withdrawal without payment of any charge or commission.

The Certificates may also be distributed by the Distributor through distance selling techniques pursuant to Article 32 of the Italian Financial Services Act and Article 67-duodecies, Par. 4 of the Italian Legislative Decree 6 September 2005, No. 206 (the "**Consumer Code**"). In respect of subscription of the Certificates made by means of distance selling techniques, an investor that can be qualified as a consumer for the purposes of the Consumer Code is entitled to a 14-day period in which it can withdraw from the agreement without penalty and without giving any reason. Within such terms, the effects of the subscription agreements will be suspended and the investor can withdraw by means of a notice to the Distributor without any expenses or other fees.

Description of the manner and date on which results of the offer are to be made public: The Company will arrange for the results of the offer to be published on the website of https://dynamiccertificatesandnotesplc.com/ on or around the Issue Date.

Plan of distribution: The Certificates are being offered to retail investors in the Italian Republic.

Pricing: The Certificates will be offered at the issue price of 100% of par, being an amount equal to EUR 1,000 per Certificate.

D.2	*Who is the offeror and/or the person asking for admission to trading?*
D.2.1	Name and address of the co-ordinator of the offer: FinecoBank S.p.A. a joint-stock company (*società per azioni*) duly incorporated under the laws of the Italian Republic and having its registered office at Piazza Durante 11, Milan 20131, Italy (LEI: 549300L7YCATGO57ZE10) (the "**Distributor**") To the knowledge of the Company, the Distributor is the sole placer in respect of the Certificates.
D.3	*Why has the prospectus been produced?*
D.3.1	*Reason for the offer and use of proceeds*

The Certificates are designed to provide investors with exposure to the performance of the Fund without having a direct ownership interest in the Underlying Fund Shares.

The net issue proceeds of the Certificates will be EUR 1,000 which will be used by the Company in acquiring the Underlying Fund Shares and making an initial payment to the Counterparty under the Swap Agreement.

The Distributor has agreed to acquire the Certificates from the Dealer with a view to on-selling the Certificates as an independent distributor.

D.2.2	*Material conflicts of interest pertaining to the offer or admission to trading*

J.P. Morgan SE and any of their affiliates are acting or may act in a number of capacities in connection with the issue of the Certificates and may be subject to certain conflicts of interest. They may enter into business dealings, including the acquisition of the Certificates, from which they may derive revenues and profits in addition to any fees stated in the various documents, without any duty to account therefor. In addition, they may from time to time be in possession of certain information (confidential or otherwise) and/or opinions with regard to the Fund or the Reference Entity which information and/or opinions might, if known by a Certificateholder, affect decisions made by it with respect to its investment in the Certificates. Notwithstanding this, none of the above entities have any duty or obligation to notify any person of such information and/or opinions. J.P. Morgan SE and any of their affiliates may deal in the Underlying Fund Shares and may accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business transactions with, the obligors of the Fund and/or the Reference Entity and may act with respect to such transactions in the same manner as if the relevant Swap Agreement and the Certificates did not exist. Potential conflicts of interest may also arise between Certificateholders and J.P. Morgan SE, in its role as Counterparty, who will act in its own interest without any fiduciary duty to Certificateholders when exercising discretion or making decisions under the Swap Agreement.

RISK FACTORS

An investment in the Certificates involves substantial risks. The Company believes that the following factors may affect its ability to fulfil its obligations in respect of the Certificates and/or are material for the purpose of assessing the market risks associated with the Certificates. All of these factors are contingencies which may or may not occur. The factors discussed below regarding the risks of acquiring or holding any Certificates are not exhaustive, and additional risks and uncertainties that are not presently known to the Company or that the Company currently believes to be immaterial could also have a material impact on the Company or the Certificates.

Investors should also read the detailed information concerning the Company and the Certificates set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

In particular, prospective investors should be aware that repayment of any amount invested in the Certificates and any return on the Certificates is not guaranteed. ***As a result, the investors' return in respect of the Certificates may fall below the amount originally invested in the Certificates and, in a worst case scenario, the investors may lose up to the entire value of their investment.***

For purposes of these risk factors, references to "Certificateholders" or "holders" of Certificates should generally be read as including holders of beneficial interests in the Certificates, except where the context otherwise requires.

1 Risks Relating to the Company and the Legal Structure

(a) Special purpose vehicle

The Company is incorporated as a special purpose vehicle. The sole business of the Company is the raising of money by issuing Certificates for the purposes of purchasing assets and entering into related derivatives and other contracts. The assets so purchased and the contracts entered into, including the Swap Agreement, are designed to ensure that the Company has sufficient assets to meet the obligations under the Certificates and the related contracts. Should the assets and the contracts (including the Swap Agreement) of the Company prove insufficient, there are no other assets available to satisfy the claims of Certificateholders.

(b) Insolvency

The Company is prohibited under the Trust Deed from engaging in activities other than the issue of the Certificates and related and incidental matters. In particular, the issue of the Certificates is on terms that provide for the claims in respect of the Certificates to be limited to the proceeds of the assets on which the Certificates are secured. See "*Limited recourse, non-petition and related risks*" below.

However, notwithstanding these restrictions and any limited recourse provisions, should the Company have outstanding liabilities to third parties which it is unable to discharge and as a result the Company becomes or is declared insolvent according to the law of any country having jurisdiction over it or any of its assets, the insolvency laws of that country may determine the validity of the claims of Certificateholders and may prevent Certificateholders from enforcing their rights or delay such enforcement. In particular, depending on the jurisdiction concerned and the nature of the assets and security, the security created in favour of the Certificateholders may be set aside or rank behind certain other creditors and the assets subject to such security may be transferred to another person free of such security.

In addition, certain jurisdictions have procedures designed to facilitate the survival of companies in financial difficulties. In such jurisdictions the rights of Certificateholders to enforce their security may be limited or delayed by such procedures.

Certificateholders are advised to consult their own legal advisers in relation to the insolvency laws applicable to the Company.

(c) Preferred creditors under Irish law and floating charges

If the Company becomes subject to an insolvency proceeding and the Company has obligations to creditors that are treated under Irish law as creditors that are senior relative to the Certificateholders and other secured parties, the Certificateholders (and other secured parties) may suffer losses as a result of their subordinated status during such insolvency proceedings. In particular, under Irish law, upon an insolvency of an Irish company, such as the Company, when applying the proceeds of assets subject to fixed security which may have been realised in the course of a liquidation or receivership, the claims of a limited category of preferential creditors will take priority over the claims of creditors holding the relevant fixed security. These preferred claims include the remuneration, costs and expenses properly incurred by any examiner of the company (which may include any borrowings made by an examiner to fund the company's requirements for the duration of his appointment) which have been approved by the relevant Irish courts. See "*Examinership*" below.

The holder of a fixed security over the book debts of an Irish tax resident company (which would include the Company) may be required by the Irish Revenue Commissioners, by notice in writing from the Irish Revenue Commissioners, to pay to them sums equivalent to those which the holder received in payment of debts due to it by the company.

Where the holder of the security has given notice to the Irish Revenue Commissioners of the creation of the security within 21 calendar days of its creation or within 21 days of the date of transfer of the fixed charge (whichever is the later), the holder's liability is limited to the amount of certain outstanding Irish tax liabilities of the company (including liabilities in respect of value added tax) arising after the issuance of the Irish Revenue Commissioners' notice to the holder of fixed security.

The Irish Revenue Commissioners may also attach any debt due to an Irish tax resident company by another person in order to discharge any liabilities of the company in respect of outstanding tax whether the liabilities are due on its own account or as an agent or trustee. The scope of this right of the Irish Revenue Commissioners has not yet been considered by the Irish courts and it may override the rights of holders of security (whether fixed or floating) over the debt in question.

In relation to the disposal of assets of any Irish tax resident company (such as the Company) which are subject to security, a person entitled to the benefit of the security may be liable for tax in relation to any capital gains made by the company on a disposal of those assets on exercise of the security. The impact of such a scenario on the Company could negatively impact the value of the Certificates.

The essence of a fixed charge is that the person creating the charge does not have liberty to deal with the assets which are the subject matter of the security in the sense of disposing of such assets or expending or appropriating the moneys or claims constituting such assets and accordingly, if and to the extent that such liberty is given to the Company any charge constituted by the Trust Deed may operate as a floating, rather than a fixed charge. The holder of a charge created as a floating charge which is purportedly crystallised into a fixed charge may be deemed to have waived the purported crystallisation event or, alternatively, be estopped from relying on the purported crystallisation where the person who created the charge retains liberty to deal with the assets which are the subject matter of the security following the purported crystallisation.

In particular, the Irish courts have held that in order to create a fixed charge on receivables it is necessary to oblige the chargor to pay the proceeds of collection of the receivables into a designated bank account and to prohibit the chargor from withdrawing or otherwise dealing with the moneys standing to the credit of such account without the consent of the chargee.

Depending upon the level of control actually exercised by the chargor, there is therefore a possibility that the fixed security purported to be created by the Trust Deed would be regarded by the Irish courts as a floating charge.

Floating charges have certain weaknesses, including the following:

(a) they have weak priority against purchasers (who are not on notice of any negative pledge contained in the floating charge) and the chargees of the assets concerned and against lien holders, execution creditors and creditors with rights of set-off;

(b) as discussed above, they rank after certain preferential creditors, such as claims of employees and certain taxes, on winding-up or on the appointment of a receiver even if crystallised prior to the commencement of the winding-up or the appointment of the receiver;

(c) they rank after certain insolvency remuneration expenses and liabilities;

(d) the examiner of a company has certain rights to deal with the property covered by the floating charge even if crystallised prior to the commencement of the winding-up; and

(e) they rank after fixed charges.

If any fixed charged created pursuant to the relevant security documents are registered as floating charges instead of fixed charges, this could negatively impact on the value of the Certificates.

(d) Centre of main interests

Article 3(1) of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on Insolvency Proceedings (recast) (the "EU Insolvency Regulation") is in force in Ireland since 26 June 2017 and applies to "insolvency proceedings" opened after 26 June 2017. Article 3(1) of the EU Insolvency Regulation provides that the centre of main interests ("**COMI**") shall be "the place where the debtor conducts the administration of its interests on a regular basis and which is ascertainable by third parties" and in the case of a company, such as the Company, the place of the registered office shall be presumed to be the COMI in the absence of proof to the contrary and provided that the registered office has not been moved from another Member State within the three month period prior to the request for the opening of "insolvency proceedings".

In the decision by the Court of Justice of the European Union ("**CJEU**") in relation to Eurofood IFSC Limited, the CJEU restated the presumption in Council Regulation (EC) No 1346/2000 of 29 May 2000 on Insolvency Proceedings, that the place of a company's registered office is presumed to be the company's COMI and stated that the presumption can only be rebutted if "factors which are both objective and ascertainable by third parties enable it to be established that an actual situation exists which is different from that which locating it at the registered office is deemed to reflect". This is consistent with Recital 30 to the EU Insolvency Regulation.

Recital 28 to the EU Insolvency Regulation further indicates that in assessing whether a company's centre of main interests is ascertainable to third parties for these purposes, "special consideration should be given to the creditors and to their perception as to where a debtor conducts the administration of its interests". As the Company has its registered office in Ireland, has not moved its registered office from another Member State to Ireland within the three month period prior to a request for the opening of "insolvency proceedings", has an Irish corporate services provider, has Irish directors and is registered for tax in Ireland, the Company does not believe that factors exist that would rebut this presumption, although this would ultimately be a matter for the relevant court to decide, based on the circumstances existing at the time when it was asked to make that decision.

Accordingly, pursuant to Article 3 of the EU Insolvency Regulation and as the Company is an Irish incorporated company and has its registered office in Ireland there is a rebuttable presumption that

the Company's COMI is in Ireland and consequently that any main insolvency proceedings applicable to it would be governed by Irish law.

After 31 December 2020, the provisions of the Recast EU Insolvency Regulation relating to Member States have ceased to apply to the United Kingdom. The United Kingdom has retained the jurisdictional test based on COMI. The UK COMI test is identical under the Insolvency Regulation however as the UK is no longer a Member State, there is no restriction on the UK opening parallel proceedings should the UK courts determine that the COMI of the Company is in the UK. It should be noted that there are various undertakings in the Transaction Documents to ensure that the COMI of the Company is in Ireland.

If the Company's COMI is not located in Ireland, and is held to be in a different jurisdiction within the European Union, Certificateholders should be aware that main insolvency proceedings may not be opened in Ireland, which may impact the realisation of the Company's assets on insolvency and, consequently, the proceeds available to satisfy the claims of Certificateholders.

(e) Examinership

Examinership is a court procedure available under the Irish Companies Act 2014 (as amended) (the "**Companies Act**") to facilitate the survival of Irish companies (which would include the Company) in financial difficulties. Where a company, which has its COMI in Ireland is, or is likely to be unable to pay its debts an examiner may be appointed on a petition to the relevant Irish court under Section 509 of the Companies Act.

The Company, the directors of the Company, a contingent, prospective or actual creditor of the Company, or shareholders of the Company holding, at the date of presentation of the petition, not less than one-tenth of the voting share capital of the Company, are each entitled to petition the court for the appointment of an examiner. The examiner, once appointed, has the power to set aside contracts and arrangements entered into by the Company after this appointment and, in certain circumstances, can avoid a negative pledge given by the Company prior to this appointment. Furthermore, the examiner may sell assets, the subject of a fixed charge. However, if such power is exercised, the examiner must account to the holders of the fixed charge for the amount realised and discharge the amount due to the holders of the fixed charge out of the proceeds of the sale.

During the period of protection (which is for an initial period of 70 days and may be extended to 100 days and further extended to 150 days at the discretion of the court), the examiner will formulate proposals for a compromise or scheme of arrangement to assist the survival of the Company or the whole or any part of its undertaking as a going concern. A scheme of arrangement may be approved by the relevant Irish court when at least one class of creditors has voted in favour of the proposals and the relevant Irish court is satisfied that such proposals are fair and equitable in relation to any class of members or creditors who have not accepted the proposals and whose interests would be impaired by implementation of the scheme of arrangement.

In considering proposals by the examiner, it is likely that secured and unsecured creditors would form separate classes of creditors. In the case of the Company, if the Trustee represented the majority in number and value of claims within the secured creditor class (which would be likely given the restrictions agreed to in the Conditions), the Trustee would be in a position to reject any proposal not in favour of the Certificateholders. The Trustee would also be entitled to argue at the relevant Irish court hearing at which the proposed scheme of arrangement is considered that the proposals are unfair and inequitable in relation to the Certificateholders, especially if such proposals included a writing down to the value of amounts due by the Company to the Certificateholders.

The fact that the Company is a special purpose vehicle and that all of its liabilities should be of a limited recourse nature means that it is unlikely that an examiner would be appointed to the Company.

However, if, for any reason, an examiner were appointed while any amounts due by the Company under the Certificates were unpaid, the primary risks to the Certificateholders are as follows:

(a) the potential for a compromise or scheme of arrangement being approved involving the writing down or rescheduling of the debt due by the Company to the Certificateholders as secured by the Trust Deed;

(b) the Trustee, acting for and on behalf of the secured parties, would not be able to enforce rights against the Company during the period of examinership;

(c) the potential for the examiner to seek to set aside any negative pledge in the Certificates prohibiting the creation of security or the incurring of borrowings by the Company to enable the examiner to borrow to fund the Company during the protection period; and

(d) if a scheme of arrangement is not approved and the Company subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of the Company and approved by the relevant Irish court) will take priority over the monies and liabilities which from time to time are or may become due, owing or payable by the Company to each of the secured parties under the Certificates or under any other Secured Liabilities.

(f) Anti-Tax Avoidance Directive

The Anti-Tax Avoidance Directive ("**ATAD**") was adopted as Council Directive (EU) 2016/1164 on 12 July 2016 and had to be implemented by all European Union Member States by 1 January 2019. A second directive amending ATAD was adopted as Council Directive (EU) 2017/952 on 29 May 2017 ("**ATAD 2**" and, together with ATAD, the "**Directives**") and had to be implemented by all European Union Member States by 1 January 2020.

The Directives contain various measures that have been implemented into Irish law and could potentially result in certain payments made by the Company ceasing to be fully deductible. This could increase the Company's liability to tax, reduce the amounts available for payments on the Certificates.

There are two measures which are of particular relevance to the Company:

Firstly, ATAD provides for an "interest limitation rule" similar to the recommendation contained in BEPS Action 4 which restricts the deductible interest of an entity. Ireland has implemented the interest limitation rule to apply to companies with respect to their accounting periods commencing on or after 1 January 2022. The interest limitation rule provides that where an entity has exceeding borrowing costs of more than EUR 3,000,000 it may only deduct its exceeding borrowing costs up to an amount equal to 30 per cent. of its earnings before interest, tax, depreciation and amortisation in the year in which they are incurred but would remain available for carry forward, subject to certain conditions. For these purposes, "exceeding borrowing costs" means the amount by which an entity's borrowing costs exceed "interest revenues and other equivalent taxable revenues". If the Company does have exceeding borrowing costs in excess of EUR 3,000,000 the interest limitation rule may nonetheless permit the Company to deduct exceeding borrowing costs in an amount in excess of 30 per cent. (and potentially up to 100 per cent.) of its earnings before interest, tax, depreciation and amortisation, if certain conditions are satisfied. In particular, the Company should be able to deduct the full amount of its exceeding borrowing costs if it qualifies as a "single company worldwide group" (as defined in Section 835AY TCA) and does not owe any amount which gives rise to

deductible interest equivalent to an "associated enterprise". One of the conditions required to qualify as a "single company worldwide group" is that the entity is not a member of a "worldwide group" (as defined in Section 835AY TCA) (i.e., it is not included in consolidated financial statements prepared under generally accepted accounting practice or an alternative body of accounting standards). As a result, the Company will not qualify as a "single company worldwide group" if it is financially consolidated by a Certificateholder or any other person. If the Company is not a "single company worldwide group", the Company should be able to deduct the full amount of its exceeding borrowing costs if it is a member of a "worldwide group" and its ratio of equity to assets is greater than, equal to or within two percentage points of the same ratio of its "worldwide group".

Secondly, ATAD 2 provides for hybrid mismatch rules. These rules have applied in Ireland since 1 January 2020 and are designed to neutralise arrangements where amounts are deductible from the income of one entity but are not taxable for another, or the same amounts are deductible for two entities. These rules could potentially apply to the Company where: (i) the interest that it pays under the Certificates, and claims deductions, from its taxable income for, is not brought into account as taxable income by the relevant Certificateholder, either because of the characterisation of the Certificates, or the payments made under them, or because of the nature of the Certificateholder itself; and (ii) the mismatch arises between associated enterprises, between the Company and an associated enterprise or under a 'structured arrangement'. 'Associated' for these purposes includes direct and indirect participation in terms of voting rights or capital ownership of 25.0 per cent. or more or an entitlement to receive 25.0 per cent. or more (50.0 per cent. in certain circumstances) of the profits of that entity, as well as entities that are part of the same consolidated group for financial accounting purposes or enterprises that have a significant influence in the management of the taxpayer. A structured arrangement is an arrangement involving a transaction, or series of transactions, under which a mismatch outcome arises where: (a) the mismatch outcome is priced into the terms of the arrangement; or (b) the arrangement was designed to give rise to a mismatch outcome. If the Company's ability to deduct interest in a tax year is restricted by Ireland's anti-hybrid rules, the Company may have material tax liabilities in Ireland as a consequence of interest not being deductible in computing its profit for Irish corporation tax purposes.

The Directives may result in corporate income tax being effectively imposed and due on the Company to the extent that (i) the Company derives income other than interest income or income equivalent to interest from the Underlying Fund Shares or (ii) if any of the anti-hybrid rules under ATAD 2 apply, (for example, if the Certificates issued by the Company qualify for tax purposes as hybrid instruments). If the Directives result in certain payments made by the Company ceasing to be deductible for tax purposes, the Company may have a liability to Irish tax in respect of amounts which fund such payments. This will increase the Company's liability to tax and cause an early redemption of the Certificates and reduce the Early Redemption Amount payable to Certificateholders.

(g) Possibility of U.S. withholding tax on payments on the Underlying Fund Shares and the Certificates

Pursuant to certain provisions of U.S. law, commonly known as FATCA, a withholding tax is imposed on (i) certain U.S. source payments, and (ii) beginning on the date that is two years after the date of publication in the U.S. Federal Register of final regulations defining the term "foreign passthru payment", payments made by "foreign financial institutions" that are treated as foreign passthru payments. This withholding tax is imposed on such payments made to persons that fail to meet certain certification, reporting, or related requirements. The Company may be a foreign financial institution for these purposes. A number of jurisdictions have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application

of FATCA to instruments or agreements such as the Underlying Fund Shares and the Certificates, including whether withholding on foreign passthru payments would ever be required pursuant to FATCA or an IGA with respect to payments on instruments or agreements such as the Underlying Fund Shares and/or the Certificates, are uncertain and may be subject to change.

If the Company fails to comply with its obligations under FATCA (including any applicable IGA and any IGA legislation thereunder), it may be subject to FATCA Withholding on all, or a portion of, payments it receives with respect to the Underlying Fund Shares. Any such withholding would, in turn, result in the Company having insufficient funds from which to make payments that would otherwise have become due in respect of the Certificates. No other funds will be available to the Company to make up any such shortfall and, as a result, the Company may not have sufficient funds to satisfy its payment obligations to Certificateholders. Additionally, if payments to the Company in respect of the Underlying Fund Shares are, will become or are deemed on any test date to be subject to FATCA Withholding, the Certificates will be subject to early redemption. No assurance can be given that the Company can or will comply with its obligations under FATCA or that the Company will not be subject to FATCA Withholding.

The Company may be required to withhold amounts from Certificateholders (including intermediaries through which the Certificates are held) that are foreign financial institutions that are not compliant with, or exempt from, FATCA or Certificateholders that do not provide the information, documentation or certifications required for the Company to comply with its obligations under FATCA. If any Certificateholder or beneficial owner fails to provide any information so requested by the Company, the Company shall withhold amounts from payments due on the Certificates (including to intermediaries through which the Certificates are held) for the payment of such tax and all Certificates shall be the subject of an early redemption. Neither a Certificateholder nor a beneficial owner of Certificates will be entitled to any additional amounts if FATCA Withholding or any other withholding or deduction or charge in connection with an Information Reporting Regime is imposed on any payments on or with respect to the Certificates to make up the amount which would originally have been received by Certificateholders had such withholding or deduction or charge not been imposed. As a result, Certificateholders may receive less interest or principal, as applicable, than expected.

Each Certificateholder should consult its own tax adviser to obtain a more detailed explanation of FATCA and the other Information Reporting Regimes and to learn how FATCA and the other Information Reporting Regimes might affect such Certificateholder in light of its particular circumstances.

FATCA IS PARTICULARLY COMPLEX AND ITS APPLICATION TO THE COMPANY, THE CERTIFICATES AND CERTIFICATEHOLDERS IS SUBJECT TO CHANGE.

(h) Information Reporting Obligations and Consequential Amendments

Information relating to the Certificates, their holders and beneficial owners may be required to be provided to tax authorities in certain circumstances pursuant to domestic or international reporting and transparency regimes (including, without limitation, in relation to FATCA). This may include (but is not limited to) information relating to the value of the Certificates, amounts paid or credited with respect to the Certificates, details of the holders or beneficial owners of the Certificates and information and documents in connection with transactions relating to the Certificates. In certain circumstances, the information obtained by a tax authority may be provided to tax authorities in other countries. Some jurisdictions operate a withholding system in place of, or in addition to, such provision of information requirements. Pursuant to the Conditions of the Certificates and subject to certain limitations, a Certificateholder or beneficial owner of Certificates is required to provide forms, documentation and other information relating to such Certificateholder's or beneficial owner's status

under any applicable law (including, without limitation, any Information Reporting Regime or any agreement entered into by the Company pursuant thereto) as is reasonably requested by the Company and/or any agent acting on behalf of the Company for purposes of the Company's, or such agent's compliance with any such law or agreement. If any Certificateholder or beneficial owner fails to provide any information so requested by the Company, the Company shall withhold amounts from payments due on the Certificates (including to intermediaries through which the Certificates are held) and all Certificates shall be the subject of an early redemption.

Additionally, the Company is permitted, subject to the fulfilment of certain requirements set out in Condition 22(b), to make any amendments to the Certificates, the Swap Agreement and any other Transaction Document as may be necessary to enable the Company to comply with its obligations under FATCA (including any applicable IGA and any IGA legislation thereunder) or its obligations under any legislation or agreements relating to any applicable Information Reporting Regime and any such amendment will be binding on the Certificateholders.

Neither a Certificateholder nor a beneficial owner of Certificates will be entitled to any additional amounts if FATCA Withholding or any other withholding or deduction or charge in connection with an Information Reporting Regime is imposed on any payments on or with respect to the Certificates. As a result, Certificateholders may receive less interest or principal, as applicable, than expected.

Each Certificateholder should consult its own tax adviser to obtain a more detailed explanation of FATCA and the other Information Reporting Regimes and to learn how FATCA and the other Information Reporting Regimes might affect such Certificateholder in light of its particular circumstances.

(i) Taxation position of the Company

The Company anticipates that it should fall within the Irish regime for the taxation of qualifying companies as set out in Section 110 of the TCA 1997 ("**Section 110**"), and as such should be taxed only on the amount of its retained profit after deducting all amounts of interest and other revenue expenses due to be paid by the Company. If, for any reason, the Company is not or ceases to be entitled to the benefits of Section 110, then profits or losses could arise in the Company which could have tax effects not contemplated in the cashflows connected with the Certificates and as such could adversely affect the tax treatment of the Company and consequently payments on the Certificates.

Ireland's Finance Act 2019 introduced some measures which may qualify the extent to which interest payable in respect of results-dependent securities may be deducted for Irish tax purposes. The measures provide that in many cases interest paid to persons which both, directly or indirectly, hold more than 20.0 per cent. of any results-dependent securities issued by the Company (or the interest payable in respect of them) and exercise "significant influence" over the Company may only be deducted for Irish tax purposes to the extent it is paid to a person that is resident in Ireland or is subject to tax in a member state of the European Union (other than Ireland) or a jurisdiction with which Ireland has a double tax treaty. The term "significant influence" is defined as meaning an ability to participate in the financial and operating decisions of the Company.

There is no guarantee that the tax treatment of an Irish securitisation company will not change in the future. The tax deductibility of the Company's interests costs will depend on the applicability of Section 110 TCA 1997 and the current practice of the Irish Revenue Commissioners in relation to that matter. If these rules change this may increase the Company's liability to tax and reduce the amounts available for payments on the Certificates and, in certain circumstances, constitute an Increased Tax Event. If any Increased Tax Event were to occur the Certificates may be redeemed in accordance with Condition 10(c)(ii) (*Redemption and Purchase*).

(j) No regulation of the Company by any regulatory authority

The Company is not required to be licensed or authorised under any current securities, commodities, insurance or banking laws or regulations of its jurisdiction of incorporation. There is no assurance, however, that in the future such regulatory authorities would not take a contrary view regarding the applicability of any such laws or regulations to the Company. There is also no assurance that the regulatory authorities in other jurisdictions would not require the Company to be licensed or authorised under any securities, commodities, insurance or banking laws or regulations of those jurisdictions. Any requirement to be licensed or authorised could have an adverse effect on the Company and could give rise to circumstances that could result in the early redemption of the Certificates, which may prove to be adverse to the holders of Certificates issued by the Company.

(k) No registration as investment company

The Company has not been registered as an investment company under the Investment Company Act in reliance, where applicable, on the exception provided under Section 3(c)(7) thereof for companies whose outstanding securities (other than securities sold outside the United States in reliance on Regulation S) are beneficially owned by "qualified purchasers" (within the meaning of Section 2(a)(51) of the Investment Company Act) and which do not make a public offering of their securities in the United States. No opinion or no-action position has been requested of the SEC in respect of such non-registration. If the SEC or a court of competent jurisdiction were to find that the Company is required to register as an investment company, possible consequences include, but are not limited to, the SEC applying to enjoin the violation, Certificateholders suing the Company to recover any damages caused by the violation and any contract to which the Company is a party made in violation or whose performance involves a violation of the Investment Company Act being unenforceable unless enforcing such contract would produce a more equitable result. Should the Company be subjected to any or all of the foregoing or to any other consequences, the Company would be materially and adversely affected, which could negatively impact on the value of the Certificates.

2 Specific Risks relating to the Certificates

Prospective investors should be aware that the following statements are not exhaustive and the Certificates may have other or additional risks associated with them that are not described below.

(a) Early redemption of Certificates

The Certificates may redeem prior to the maturity date due to the following events as set forth in the terms and conditions of the Certificates. These include:

(i) for the taxation reasons set out in Condition 10(c) (which include the imposition of certain additional taxes affecting the Company, the Underlying Fund Shares or payments made by the Company and failure by the Certificateholders to provide certain information for tax purposes);

(ii) as a result of the termination of the Swap Agreement (see "*Risks relating to the Swap Agreement and the Counterparty*" below);

(iii) as a result of the occurrence of an Event of Default with respect to the Certificates;

(iv) as a result of the occurrence of a Market Value Early Redemption Event, as set out in Condition 10(i) (*Market Value Early Redemption Event*), which involves the determination by the Calculation Agent that the market value of the Certificates is less than, or equal to, the Market Value Threshold;

(v) as a result of the occurrence of a Fund Event, as set out in Condition 10(j) (*Early Redemption following a Fund Event*), which includes the occurrence of any of the following events: (a) insolvency in respect of the Fund, its management company or any of its service providers, (b) a merger or other consolidation in respect of the Fund, (c) a termination of the Fund, (d) nationalisation of the Fund, (e) any litigation involving the Fund, (f) events which affect the calculation of the net asset value and performance of the Fund, (g) events which affect the trading of the Fund, any operational failures, or other legal and regulatory constraints or (h) a material change in the composition of assets in which the Fund invests from that as at the Trade Date (each of (i) to (v), an "**Early Redemption Event**"); or

(vi) as a result of the occurrence of a Credit Event in respect of the Reference Entity (a "**Credit-Linked Redemption**") (for further information, please see the section entitled "*Risks relating to the Credit Linked Provisions*").

In the event of an Early Redemption Event, the amounts paid to Certificateholders will generally be their share of the proceeds of the sale or redemption of the Underlying Fund Shares (or the rights in respect thereof) plus any termination payment paid by the Counterparty to the Company in respect of the Swap Agreement following payment by the Company from such sums of amounts payable to any creditors of the Company in respect of the Certificates who take priority to the claims of Certificateholders as specified in the terms and conditions of the Certificates. If any termination payment in respect of the Swap Agreement (if any) is due to the Counterparty from the Company, such amount will, in most circumstances, be payable out of the proceeds of sale or redemption of the Underlying Fund Shares (or the rights in respect thereof) in priority to any payment to Certificateholders.

Upon early termination of the Swap Agreement, an early termination payment based on the losses or costs or, as the case may be, gains of the determining party in entering into a replacement transaction or its economic equivalent (or otherwise determined in accordance with the terms of such Swap Agreement) will be payable by the Company to the Counterparty, or (as the case may be) by the Counterparty to the Company under the Swap Agreement. Such payment will generally be determined by the Counterparty save for where it is in default. If the Counterparty is in default, the payment will be calculated by the Calculation Agent. The determination of any such losses or costs or, as the case may be, gains in entering into replacement transactions and therefore the value of the Swap Agreement (if any) at such time will be dependent on a number of factors including without limitation (i) the creditworthiness and liquidity of the assets underlying the swap payments, (ii) market perception, interest rates, yields and foreign exchange rates and (iii) the time remaining to the scheduled termination date of the Swap Agreement.

You should note that the Certificateholders and the other Transaction Parties will have recourse *only* to the Mortgaged Property in respect of the relevant Certificates and not to any other assets of the Company (see also risk factor entitled "*Limited recourse, non-petition and related risks*" below). If the value of the Underlying Fund Shares or the Swap Agreement does not move in the anticipated direction and is less than the initial purchase price of the Certificates at maturity, investors may risk losing some or all of their investment. There is no assurance that upon any such early redemption the funds available will be sufficient to pay in full the amounts that holders of the Certificates would expect to receive if the Certificates redeemed in accordance with their terms on their Maturity Date or that such holders will receive back the amount they originally invested.

In the event of a Credit-Linked Redemption, Certificateholders will be entitled to receive (i) an amount linked to the net asset value of the Underlying Fund Shares; and (ii) the market value of the obligations of the Reference Entity, as further set out in the risk factor entitled "*The Certificates are credit-linked*" and in Commonly Asked Question 30 (*What is a Credit Event?*).

(b) Limited recourse, non-petition and related risks

The only debtor of the Certificates is the Company. Certificateholders may therefore demand payments on the Certificates only from the Company. As described below, the Company is not able to meet its payment obligations with respect to the Certificates from assets or related derivatives and other contracts other than those purchased or entered into by the Company in connection with the Certificates. If net proceeds derived therefrom are not sufficient to make all payments of Secured Liabilities that, but for the operation of the limited recourse provisions in the Conditions and/or any agreement entered into by the Company relating to the Certificates, would be due, then the obligations of the Company in respect of such Secured Liabilities will be limited to such net proceeds. Any shortfall will be borne by the Certificateholders, the Counterparty and other secured parties in relation to the Certificates in accordance with the order of priorities specified in the terms and conditions of the Certificates (applied in reverse order). Therefore, there is no assurance that the funds available will be sufficient to pay in full the amounts due on the Certificates.

Certificateholders should be aware that, in most if not all circumstances, the claims of the other secured parties rank senior to those of Certificateholders. Further, none of the holders of Certificates or any person acting on behalf of any of them is entitled to take any further action against the Company or any of its officers, shareholders, members, employees, corporate service providers or directors to recover any further sum and no debt or liability shall be due or owed by the Company in respect of any such further sum. In particular, none of the holders of Certificates or any person acting on behalf of any of them may at any time institute, or join with any other person in bringing, instituting or joining, insolvency, administration, bankruptcy, winding-up, examinership or any other similar proceedings (whether court-based or otherwise) in any jurisdiction in relation to the Company or any of its assets, and none of them shall have any claim arising with respect to other obligations entered into by the Company. Prospective investors should be aware that the Company may become subject to claims or other liabilities (whether in respect of the Certificates or otherwise) that are not subject to the limited recourse and non-petition limitations (see "*Insolvency*" above). Consequently, Certificateholders risk losing some or all of their investment, as they have lower priority in claims and cannot pursue additional legal actions against the Company.

The Certificates will not be guaranteed by, or be the responsibility of, any other entity. In particular, the Certificates do not represent an interest in and will not be obligations of, or insured or guaranteed by, the Arranger, the Dealer, the Broker, the Custodian, the Counterparty, the Trustee or any Agent, or any Affiliate of any of them. Certificateholders may therefore demand payments on the Certificates only from the Company and have no claim against any other entity involved in the issuance of the Certificates.

(c) Investors will have to rely on the procedures of Euroclear and/or Clearstream, Luxembourg for transfer, payment and communication with the Company

The Certificates will be represented by a Global Certificate. Such Global Certificate will generally be deposited with a common depositary on behalf of Euroclear and/or Clearstream, Luxembourg. Euronext Securities Milan may hold Certificates on behalf of Italian investors as custodian through its customer accounts with Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the Global Certificate, investors will not be entitled to receive definitive Certificates. Euroclear and/or Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the beneficial interests in the Global Certificate. While the Certificates are represented by a Global Certificate, investors will be able to trade their beneficial interests only through Euroclear and/or Clearstream, Luxembourg and their respective participants.

While the Certificates are represented by a Global Certificate, the Company will discharge its payment obligations under the Certificates by making payments to the order of the common

depositary on behalf of Euroclear and/or Clearstream, Luxembourg, for distribution to their account holders. The Company has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Certificate. Therefore, a holder of a beneficial interest in a Global Certificate must rely on the procedures of Euroclear and/or Clearstream, Luxembourg, to receive payments under the Certificates. The Company has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Certificates.

(d) Meetings of Certificateholders, electronic consent and written resolutions

The Trust Deed contains provisions for calling meetings of Certificateholders to consider certain matters affecting their interests generally and to obtain written resolutions on matters relating to the Certificates from Certificateholders without calling a meeting. A written resolution signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Certificates who for the time being are entitled to receive notice of a meeting in accordance with the provisions of the Trust Deed shall for all purposes be deemed to be an Extraordinary Resolution.

For so long as the Certificates are in the form of a Global Certificate registered in the name of any nominee for, one or more clearing systems, then, in respect of any resolution proposed by the Company or the Trustee, where the terms of the proposed resolution have been notified to the Certificateholders through the relevant clearing system(s), each of the Company and the Trustee shall be entitled to rely upon approval of such resolution proposed by the Company or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communication systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in principal amount of the Certificates outstanding, and such electronic consents shall, for all purposes, be as valid and effective as an Extraordinary Resolution passed at a meeting of Certificateholders duly convened and held. Neither the Company nor the Trustee shall be liable or responsible to anyone for such reliance.

A written resolution or an electronic consent as described above may be effected in connection with any matter affecting the interests of Certificateholders, including the modification of the Conditions of the Certificates, that would otherwise be required to be passed at a meeting of Certificateholders satisfying the special quorum in accordance with the provisions of the Trust Deed, and shall for all purposes take effect as an Extraordinary Resolution.

These provisions permit defined majorities to bind all Certificateholders including Certificateholders who did not attend and vote at the relevant meeting or in respect of the relevant resolution (or participate in the written resolution or electronic consent, as the case may be) and Certificateholders who voted in a manner contrary to the majority (either in a meeting or by written resolution or electronic consent). Consequently, the rights of a holder of less than 25 per cent. of the aggregate principal amount of the Certificates then outstanding, or a Certificateholder who does not attend and vote at a meeting or participate in respect of a resolution or consent irrespective of its holding, may be varied in a manner that is adverse to its wishes and/or interests.

(e) Modification

The Trustee may agree, without the consent of the Certificateholders, to (i) any modification of any of the provisions of the Trust Deed or any Related Agreement as each affects the Certificates which is in the opinion of the Trustee of a formal, minor or technical nature or is made to correct a manifest error, (ii) any modification (except as aforesaid), waiver or authorisation of any breach or proposed breach of any of the provisions of the Certificates or the provisions of the Trust Deed or any Related Agreement as each affects the Certificates which, in any such case, is not in the opinion of the Trustee materially prejudicial to the interests of the Certificateholders (subject to certain restrictions) and (iii) in certain circumstances determine that any Event of Default or potential Event of Default

shall not be treated as such. In addition, other changes to the terms and conditions of the Certificates may be agreed by meetings of Certificateholders or written resolution of the requisite number of Certificateholders. Any dissenting or absent Certificateholders will also be bound by such change.

(f) Substitution of the Company

The Trustee may also agree, without the consent of Certificateholders, to the substitution of any other company in place of the Company as principal debtor under the Trust Deed and the Certificates and any related agreements. Certificateholders will not have the right to object to such substitution. The Trustee, the Counterparty and the Company should use all reasonable efforts to effect a substitution (i) if the Company is required to do so in accordance with the terms of the Swap Agreement, (ii) in the circumstances set out in Condition 10(c), upon the occurrence of a Withholding Tax Event or an Increased Tax Event with respect to the Company. Where the Company is substituted, Certificateholders may nevertheless suffer losses arising out of the substitution process and shall be exposed to the creditworthiness of the substituted company.

(g) Trustee indemnity and/or security and/or pre-funding

In certain circumstances, the Certificateholders may be dependent on the Trustee to take certain actions in respect of the Certificates, in particular if the security in respect of the Certificates becomes enforceable under Condition 4(e). Prior to taking such action, the Trustee may require to be indemnified and/or secured and/or pre-funded to its satisfaction against all Related Liabilities.

“Indemnified” and “secured” are technical legal terms. An indemnity broadly means a promise to protect the receiving party against loss by paying money on the happening of a specified event. So, in the instances where the Trustee requires to be indemnified prior to taking certain action, this effectively means that the Trustee wants a promise that if it suffers a loss or a cost by taking that action then someone else (i.e. the Certificateholders) will pay that amount to the Trustee so that the Trustee does not have to pay that amount itself. As well as, or as an alternative to being indemnified, the Trustee may require to be “secured” against loss or costs arising from what it does, or does not, do. This means that a particular set of assets have been identified as being legally available for the Trustee if it does suffer a loss or a cost. If it suffers that loss or cost then it could “enforce the security”. This normally means that it can require that the particular assets are sold and the proceeds used to meet the loss or cost suffered by the Trustee. The final protection the Trustee might require is that it is pre-funded against any cost or liability. This is not a precise legal term but practically simply means that some money is paid to the Trustee before it takes a particular action so that if it does incur a loss or cost it already has that money to hand.

If the Trustee is not satisfied with its indemnity and/or security and/or pre-funding, it may decide not to take such action, without being in breach of its obligations under the Trust Deed. Consequently, the Certificateholders may have to either arrange for such indemnity and/or security and/or pre-funding or accept the consequences of such inaction by the Trustee. With respect to enforcement under Condition 4(e), this may lead to application of the limited recourse provisions prior to some or all of the Mortgaged Property securing the Certificates being realised, with the Certificateholders losing any rights in respect of the proceeds of such unrealised Mortgaged Property. Certificateholders should be prepared to bear the costs associated with any such indemnity and/or security and/or pre-funding and/or the consequences of any such inaction by the Trustee. The Trustee will not be liable to the Company or anyone else for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any enforcement under Condition 4(e) or from any act or default of the Trustee, its officers, employees or agents in relation to the Security except to the extent caused by the Trustee’s own fraud or wilful misconduct or that of its officers or employees.

The reason why the Trustee requires such indemnity, security or pre-funding is that the losses or costs that may be incurred by the Trustee in taking any action might be substantial and these are not losses or costs that the Trustee is prepared to take on. Were it not for such protections, a Trustee would not be prepared to take on such role and Certificateholders would not be able to benefit from the Trustee being able to hold security on their behalf or being able to take action against the Company as Trustee. Therefore, Certificateholders should be aware that in the absence of providing the requisite indemnity, security, or pre-funding to the Trustee, they may be directly affected by any determination by the Trustee not to enforce the security, potentially adversely impacting their investment as the realisation of any assets or property in connection with any enforcement may be hindered or delayed.

(h) Certificateholders required to take action in certain circumstances

In certain circumstances the Certificateholders may need to take collective action in order to exercise rights granted to them in the Conditions. In particular, in the case of an Event of Default in respect of the Certificates, there will be no early redemption of the Certificates within 30 days of the date on which the relevant Event of Default occurred unless the Trustee exercises its discretion to declare an early redemption or is directed to declare an early redemption (x) in writing by holders of at least 20 per cent. of the aggregate principal amount of Certificates outstanding or (y) by an Extraordinary Resolution of the holders of the Certificates (provided, in each case, the Trustee is indemnified and/or secured and/or pre-funded to its satisfaction against all Related Liabilities). Accordingly, in such instance, the Certificateholders will be required to indemnify and/or secure and/or pre-fund the Trustee to its satisfaction against all Related Liabilities and a sufficient percentage of Certificateholders would be required to direct the Trustee to declare an early redemption within 30 days of the date on which the relevant Event of Default occurred.

(i) Priority of claims

Following a Liquidation and on an enforcement of the Security, the rights of the Certificateholders to be paid amounts due under the Certificates will be subordinated to (i) expenses, remuneration and other amounts due to the Trustee, (ii) any taxes required to be paid by virtue of the realisation of any assets or property in connection with any Liquidation or enforcement and any costs, charges, expenses and liabilities incurred by the Company or Broker in connection with such Liquidation or enforcement, (iii) amounts owing to the Counterparty representing the return of its excess collateral transferred under the Credit Support Annex and/or manufactured distributions thereon, (iv) certain amounts owing to the Custodian, amounts owing to the Principal Paying Agent in respect of reimbursement for sums paid by them in advance of receipt by them of the funds to make such payment and the expenses, costs, claims or liabilities properly incurred by the Custodian or the Principal Paying Agent, (v) any other claims specified as having priority in the Pricing Conditions, (vi) amounts owing to the Counterparty under the Swap Agreement, and (vii) any other claims as specified in the Conditions, as amended by the Trust Deed relating to the Certificates, that rank in priority to the Certificates. As a consequence of this subordination, the Certificateholders' priority in receiving payment from the proceeds of a Liquidation or enforcement of the Security is lowered, meaning that they will only be paid after all the aforementioned claims and expenses have been settled, potentially reducing the amount available to be paid to Certificateholders or, in some cases, leading to no payment if the proceeds are insufficient to cover higher-ranking claims.

(j) Taxation and no gross-up

Each Certificateholder will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Certificates including proceeds from a disposition of the Certificates and repayment of principal. If any

withholding tax or deduction for tax is imposed on payments of interest on the Certificates, the Certificateholders will not be entitled to receive amounts to compensate for such withholding tax and no Event of Default shall occur as a result of any such withholding or deduction.

The Company may become liable for tax charges whether by direct assessment or withholding. If any such event occurs that materially increases the costs and expenses of the Company or otherwise adversely affects the Company, the Certificates may become subject to early redemption at their Early Redemption Amount which is likely to be less than the final redemption amount that may have been payable at maturity otherwise due to such increase in costs and expenses of the Company.

(k) Investors in Certificates may receive back less than the original invested amount

Investors in Certificates may lose up to the entire value of their investment in the Certificates as a result of the occurrence of any one or more of the following events:

(i) The final redemption amount payable in respect of each Certificate is expressed to be an amount in EUR determined by the Calculation Agent equal to (i) EUR 1,000 (being 100 per cent. of such Certificate's principal amount) plus (ii) in respect of each Certificate, subject to a minimum of zero, such Certificate's *pro rata* share of the aggregate redemption amount comprised of cash in respect of the Underlying Fund Shares payable on their scheduled maturity date minus the aggregate principal amount of the Certificates. The Certificates however are not principal protected. The redemption amount payable in respect of the Underlying Fund Shares on their scheduled maturity date will be dependent on the net asset value per Underlying Fund Share at the time (although the Fund will seek to protect the net asset value per Underlying Fund Share at 100 per cent. of the initial offer price of such Underlying Fund Share, subject to there being no default by the issuer of any investments made by the Fund or the counterparty to any derivatives trades entered into by the Fund). If the value of the Underlying Fund Shares does not move in the anticipated direction and at maturity is less than the principal amount of the Certificates, although the final redemption amount in such circumstances is expressed to be an amount equal to the principal amount of each Certificate, Certificateholders' claims in respect of such amount will be subject to the limited recourse provisions in respect of the Certificates. This means that Certificateholders will have recourse only to the Mortgaged Property in respect of the payment of the final redemption amount under the Certificates, which will be an amount that is less than the principal amount of the Certificates, and not to any other assets of the Company (see also risk factor entitled "*Limited recourse, non-petition and related risks*" above). **Investors should therefore be prepared to be exposed to the risks related to the Underlying Fund Shares. If the value of the Underlying Fund Shares does not move in the anticipated direction, the Certificates may return less than the amount invested, and in a worst case scenario, investors may lose up to the entire value of their investment**. Notwithstanding the above, if the Calculation Agent in its sole discretion determines at any time that the market value of the Certificates is less than, or equal to 30 per cent. of the aggregate principal amount of the Certificates, then the Company will redeem the Certificates at their Early Redemption Amount, enabling investors to recover part of their initial investment prior to the maturity date of the Certificates, although such amount may be less than the final redemption amount that may have been payable at maturity and could result in Certificateholders losing part of their investment;

(ii) if an Event Determination Date occurs in respect of a Credit Event, the Certificates will redeem early and the amount payable to Certificateholders on such redemption will be linked not only to the net asset value of the Underlying Fund Shares but also to the market value of the obligations of the Reference Entity as determined at Auction (as "Auction Settlement" is

specified as applicable in the Pricing Conditions). Where an Auction does not occur, the Redemption Amount payable to Certificateholders will be determined by the Calculation Agent in good faith and a commercially reasonable manner, in accordance with Credit Linked Provision 2 (*Cash Settlement*) and the definition of the Credit-Linked Redemption Amount set out in the Pricing Conditions. The early redemption of the Certificates if an Event Determination Date occurs in respect of a Credit Event will likely result in a reduction to the Redemption Amount payable in respect of the Certificates and, in a worst-case scenario, such Redemption Amount may be zero. **Investors should therefore be prepared to be exposed to the credit position of the Reference Entity, which can alter sharply because it reflects the performance of the Reference Entity and may be affected by general macroeconomic factors, such as market conditions subsisting at the time. The decline of the credit position of the Reference Entity may coincide with the occurrence of a Credit Event.**

(iii) the Company, the Custodian, the Paying Agent, the Fund or the Counterparty in respect of the Swap Agreement are subject to insolvency, bankruptcy, examinership or analogous proceedings or some other event impairing the ability of each to meet its obligations on the Certificates, Underlying Fund Shares or Swap Agreement, as applicable;

(iv) the investor seeks to sell the Certificates prior to their scheduled maturity, and the sale price of the Certificates in the secondary market is less than the purchaser's initial investment;

(v) the Certificates are subject to certain adjustments in accordance with the terms and conditions of the Certificates that may result in the scheduled amount to be paid upon redemption being reduced to or being valued at an amount less than a purchaser's initial investment;

(vi) on any early redemption of the Certificates (including a Credit-Linked Redemption), payment default at maturity or enforcement of security, any sums payable by the Company (or, in the case of enforcement of security, by the Trustee) will be paid in accordance with a specified order of priorities. The Certificateholders are at the bottom of that order of priorities. As a result, they may not receive amounts owing to them in full or at all or amounts received by them may be lower than would have been the case were they higher in the order of priorities. In particular, investors may receive less (possibly substantially less or zero) than the principal amount of their Certificates or than the amount they invested; and

(vii) the Company does not hold the Underlying Fund Shares until their maturity date, the issuer of any investments made by the Fund, or the counterparty to any derivatives trades entered into by the Fund, defaults.

Notwithstanding that the Certificates are linked to the performance of the Underlying Fund Shares, investors in the Certificates do not have and shall not receive any rights in respect of the Underlying Fund Shares and shall have no right to call for the Underlying Fund Shares to be delivered to them.

(l) The Certificates are credit-linked

An investment in the Certificates is not equivalent to an investment in conventional debt securities. The terms of the Certificates differ from those of ordinary debt securities because the Certificates will redeem early following the occurrence of an Event Determination Date in respect of a Credit Event, and, as "Auction Settlement" is specified as applicable, the Credit-Linked Redemption Amount payable to Certificateholders will be linked not only to the net asset value of the Underlying Fund Shares, but also to the market value of the obligations of the Reference Entity as determined by the Auction (where an Auction is held). Where an Auction does not occur, the Credit-Linked Redemption Amount payable in respect of each Certificate shall be an amount in the Specified

Currency set out in the applicable Pricing Conditions and calculated by the Calculation Agent acting in good faith and a commercially reasonable manner in accordance with Credit Linked Provision 2 (*Cash Settlement*) and the definition of the Credit-Linked Redemption Amount set out in the Pricing Conditions. Certificateholders should therefore be prepared to be exposed to the credit position of the Reference Entity, which can alter sharply because it reflects the performance of the Reference Entity and may be affected by general macroeconomic factors, such as market conditions subsisting at that time. For specific risks relating to the Certificates being credit-linked, see the Risk Factor entitled "*Risks Relating to the Credit Linked Provisions*".

(m) Not a bank deposit

Any investment in the Certificates does not have the status of a bank deposit in Ireland and is not within the scope of the deposit protection scheme operated by the Central Bank of Ireland. The Company is not authorised or licensed by the Central Bank of Ireland by virtue of the issue of the Certificates.

(n) Market Value of Certificates

The market value of the Certificates will be affected by a number of factors, including, but not limited to (i) the value and volatility of the Underlying Fund Shares and the creditworthiness of the Fund, (ii) the value and volatility of the Reference Entity, (iii) market perception, interest rates, yields and foreign exchange rates, (iv) the time remaining to the maturity date and (iv) the nature and liquidity of the Swap Agreement. Any price at which Certificates may be sold prior to the maturity date may be at a discount, which could be substantial, to the value at which the Certificates were acquired on the issue date.

Prospective purchasers should be aware that not all market participants would determine prices in respect of the Certificates in the same manner, and the variation between such prices may be substantial. Accordingly, any prices provided by the Dealer may not be representative of prices that may be provided by other market participants. For this reason, any price provided or quoted by the Dealer should not be viewed or relied upon by prospective purchasers as establishing, or constituting advice by the Dealer concerning, a mark-to-market value of the Certificates. The price (if any) provided by the Dealer is at the absolute discretion of the Dealer and may be determined by reference to such factors as it sees fit. Any such price may take into account fees, commissions or arrangements entered into by the Dealer with a third party in respect of the Certificates and the Dealer shall have no obligation to any Certificateholder to disclose such arrangements. Any price given would be prepared as of a particular date and time and would not therefore reflect subsequent changes in market values or any other factors relevant to the determination of the price.

(o) Investments may be subject to investment law and regulations

Investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each prospective investor should therefore consult its professional advisers to determine whether and to what extent (i) the Certificates are legal investments for it, and/or (ii) other restrictions apply to its purchase or, if relevant, pledge of any Certificates. Financial institutions should consult their professional advisers or the appropriate regulators to determine the appropriate treatment of Certificates under any applicable risk-based capital or similar rules.

(p) Resolution of financial institutions

Following the global financial crisis, in 2011 the Financial Stability Board (the "**FSB**") produced a document setting out key attributes of effective resolution regimes for financial institutions. Resolution is the process by which the authorities can intervene to manage the failure of a firm in

an orderly fashion. The FSB's proposals have been implemented in the laws of, among others, the European Union and the United States.

The taking of any actions by the relevant resolution authorities under any regime may adversely affect the Certificateholders. Whilst the Company itself is unlikely to be within scope of any implementing legislation, if the obligor in respect of any Underlying Fund Shares (including the Fund) or the Counterparty is within the scope of any implementing legislation:

(i) any applicable bail-in power might be exercised in respect of the Underlying Fund Shares or the Swap Agreement (as the case may be) to convert any claim of the Company as against such person;

(ii) any applicable suspension power might prevent the Company from exercising any termination rights under the Swap Agreement; or

(iii) any applicable close out power might be exercised to enforce a termination of the Swap Agreement and to value the transactions in respect of such agreements (which value may be different to the value that would have been determined by the Company or the Counterparty (as the case may be)).

The operation of resolution regimes and their application to cross-border financial institutions is complex and the resolution of the Fund or the Counterparty is likely to adversely affect the Certificates in multiple and unpredictable ways. Following an exercise of any powers by a resolution authority, the Company may have insufficient assets or sums to meet its obligations under the Certificates or any Transaction Document for that Series, the Certificates may be the subject of an early redemption and any payment of redemption proceeds to Certificateholders may be delayed. Each Certificateholder should take such advice as it deems necessary to ensure that it understands the impact that a resolution regime may have on its investment in the Certificates.

(q) Qualified financial contracts

In September 2017, the Board of Governors of the Federal Reserve System (the "**Board of Governors**") adopted a final rule (the "**Final Rule**") imposing restrictions on the ability of a party to call a default under, or to restrict transfers of, certain qualified financial contracts ("**QFCs**") entered into by any top-tier bank holding company identified by the Board of Governors as a global systemically important banking organisation (each a "**GSIB**"), the subsidiaries of any U.S. GSIB (with certain exceptions) or the U.S. operations of any foreign GSIB (with certain exceptions) (collectively, subject to certain exceptions, "**Covered Entities**"). The Federal Deposit Insurance Corporation and the Office of the Comptroller of the Currency have adopted parallel rules which are substantively the same as the Final Rule. A QFC includes, among other things, over-the-counter derivatives, repurchase agreements, contracts for the purchase or sale of securities and any credit enhancement in respect of the foregoing contracts (including a guarantee as well as a charge, pledge, mortgage or other similar credit support arrangement). In respect of the Certificates, the Counterparty and the Dealer may be Covered Entities to which the Final Rule applies and the Swap Agreement, the Dealer Agreement and the Trust Deed (as non-U.S. law governed contracts) are likely to constitute QFCs.

While the relevant U.S. federal banking laws and regulations (the "**U.S. Special Resolution Regimes**") provide for such restrictions on default rights and transfers, if the relevant contract is not governed by the laws of the United States or a state of the United States, a court outside the United States may decline to enforce such provisions even if a Covered Entity is in a proceeding under a U.S. Special Resolution Regime. To address this, the Final Rule requires a Covered Entity to ensure that each QFC it enters into (a "**Covered QFC**") includes provisions that (i) restrict default rights against such Covered Entity to the same extent as provided under the U.S. Special Resolution

Regimes and (ii) restrict the exercise of any cross-default rights against such Covered Entity based on any affiliate's entry into bankruptcy or similar proceedings. In respect of the Certificates, each Transaction Document which constitutes a Covered QFC will include provisions which reflect these requirements and, as a result, the Company may face a delay in being able to enforce its rights against such a Transaction Party or be restricted from terminating such a Transaction Document.

Holders of beneficial interests in a Global Certificate will not have a direct right to vote in respect of the Certificates so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and/or Clearstream, Luxembourg and their respective participants to appoint appropriate proxies. Similarly, holders of beneficial interests in a Global Certificate will not have a direct right under such Global Certificate to take enforcement action against the Company in the event of a default under the Certificates but will have to rely upon their rights under the Trust Deed.

(r) Limited Liquidity and Restrictions on Transfer of the Certificates

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

The Company may list the Certificates on a stock exchange but, in such case, the fact that such Certificates are listed will not necessarily lead to greater liquidity. If Certificates are not listed or traded on any exchange, pricing information for such Certificates may be more difficult to obtain and they may be more difficult to sell.

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

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

The Certificates are also subject to selling restrictions and purchaser representations and requirements and transfer restrictions that may limit your ability to resell or transfer them.

For these reasons, you should not assume that a secondary market will exist for the Certificates, and you should be prepared to hold your Certificates until their scheduled maturity. The availability of any secondary market may be limited or non-existent and, if you are able to sell your Certificates, you may receive significantly less than you would otherwise receive by holding the Certificates to their scheduled maturity.

The Certificates are structured instruments for which there is likely to be limited liquidity. Generally, but especially in times of financial distress, the Certificates may either not be saleable at all or may only be saleable at significant discounts to their fair market value or to the amount originally invested.

The Certificates are subject to certain transfer restrictions and can be transferred only to certain transferees under certain circumstances. Such restrictions on the transfer of Certificates may further limit their liquidity. Purchasers should have regard to the section of this Prospectus headed "*Transfer Restrictions*".

(s) Exchange rate risks and exchange controls may result in investors receiving less interest or principal than expected

The Company will pay principal and interest on the Certificates in EUR (the "**Certificates Currency**"). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Certificates Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Certificates Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Certificates Currency would decrease (i) the Investor's Currency equivalent yield on the Certificates, (ii) the Investor's Currency equivalent value of the principal payable on the Certificates and (iii) the Investor's Currency equivalent market value of the Certificates.

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

(t) Impact of Increased Regulation and Nationalisation

The global financial crisis led to a materially increased involvement of governmental and regulatory authorities in the financial sector and in the operation of financial institutions. In particular, governmental and regulatory authorities in a number of jurisdictions have imposed stricter laws and regulations around certain financial activities and/or have indicated that they intend to impose such controls in the future. The United States of America, the European Union and other jurisdictions are actively considering or are in the process of implementing various reform measures. Such regulatory changes and the method of their implementation may have a significant impact on the operation of the financial markets. Examples of such legislation and its consequences are considered in "*Resolution of Financial Institutions*" in this Section. It is uncertain how a changed regulatory environment will affect the Company, the treatment of instruments such as the Certificates, the Arranger, the Counterparty and the other Transaction Parties. Note that the Counterparty may be entitled to terminate the Swap Agreement upon the occurrence of certain regulatory events (as described in "*Regulatory Event"* under "*Termination Events"* in the Section of this Prospectus entitled "*The Swap Agreement*") – see '*Risks Relating to the Swap Agreement and the Counterparty"'* below.

(u) Change of law

The terms and conditions of the Certificates are governed by English law in effect as at the date of issue of the Certificates. No assurance can be given as to the impact of any possible judicial decision or change to English law, the law governing the incorporation of the Company or administrative practice after the date of issue of the Certificates.

3 Risks relating to the Credit Linked Provisions

(a) Credit Risk of the Reference Entity

As the Certificates are credit-linked, Certificateholders are exposed to the credit of the Reference Entity, being Telecom Italia S.p.A., and such exposure is to the full extent of Certificateholders' investment in the Certificates. Telecom Italia S.p.A. is one of Italy's leading telephone operators and, through subsidiaries, offers line and mobile telephone and data transmission services in Italy and abroad. It offers local and long-distance telephone, satellite communications, Internet access, and teleconferencing services.

If an Event Determination Date occurs in respect of a Credit Event, the Certificates will be subject to redemption at their "Credit-Linked Redemption Amount" which shall be an amount equal to each Certificate's *pro rata* share of an amount equal to (a) the lower of (x) the aggregate principal amount of the Certificates and (y) the aggregate liquidation proceeds in respect of the Underlying Fund Shares *minus* (b) the product of (x) the aggregate principal amount of the Certificates and (y) 100% less the then market value of certain specified obligation(s) of the Reference Entity, subject to a minimum of zero plus (c) an amount, subject to a minimum of zero, equal to such aggregate liquidation proceeds in respect of the Underlying Fund Shares minus the aggregate principal amount of the Certificates (see Commonly Asked Question 36 (*What are the consequences for the Certificates if an Event Determination Date occurs*) for a worked example of how the Credit-Linked Redemption Amount is calculated). The market value of the obligations of the Reference Entity will be determined based on the price of certain specified obligation(s) of the Reference Entity following the occurrence of a Credit Event and will be determined either (a) through a standardised auction process, organised by the Credit Derivatives Determinations Committee or (b) where a relevant auction does not occur, a request is not made to a Credit Derivatives Determinations Committee to determine whether a Credit Event has occurred or a Credit Derivatives Determinations Committee resolves not to determine a question posed to it in relation to the potential occurrence of a Credit Event, by the Calculation Agent. Each Certificate's Credit-Linked Redemption Amount may be considerably less than its principal amount and could be zero. In addition, if an Event Determination Date occurs, interest will cease to accrue from (and including) the Specified Interest Payment Date immediately preceding the relevant Event Determination Date. As such, the Certificates explicitly bear the credit risk of the Reference Entity and any Successor(s) thereto identified by the Calculation Agent or the Credit Derivatives Determinations Committee, in each case, in accordance with the definition of "Successor" in the Credit Linked Provisions. Upon the occurrence of a Credit Event, a Certificateholder may suffer significant losses at a time when losses may not be suffered by a direct investor in obligations of such Reference Entity. For example, if any of the Reference Entity's debt is restructured on terms that are detrimental to the holder(s) of the relevant debt in a form that is binding on all holder(s), it is unlikely that such an event will result in loss under any other non-affected debt or relevant obligation of the Reference Entity held by a direct investor, but it will result in a Credit Event under the Certificates, and such losses could be considerably greater than those (if any) experienced by a direct investor in obligations of the relevant Reference Entity. In addition, even where a Credit Event has not occurred, the market value of the Certificates may be adversely affected when the probability or perceived probability of a Credit Event occurring in relation to the Reference Entity increases.

(b) Redemption of the Certificates may be deferred even where no Event Determination Date occurs

Redemption of the Certificates may be postponed for 90 calendar days beyond the Scheduled Maturity Date in accordance with Credit Linked Provision 3.3 (*Maturity Date Extension*) even where no Event Determination Date is ultimately deemed to have occurred if, for example, a resolution of a Credit Derivatives Determination Committee as to the occurrence of a Credit Event is pending as at the Scheduled Maturity Date or a determination of whether a potential credit event which occurred on or prior to the Scheduled Maturity Date will become an actual Credit Event within a specified period of time after the Scheduled Maturity Date is pending. Where an Event Determination Date does not occur on or prior to the end of the 90-calendar day period, interest will be payable in respect of (i) the Interest Accrual Period ending on (but excluding) the Scheduled Maturity Date and (ii) an additional Interest Accrual Period commencing on (and including) the Scheduled Maturity Date and ending on (but excluding) the Postponed Maturity Date. Interest payable under (ii) shall be determined by the Calculation Agent in its sole and absolute discretion from such source(s) as it may select for such day to the Denomination.

(c) Auction Settlement and ability of the Calculation Agent to influence the Auction Final Price

As of the date of this Prospectus, the Calculation Agent (or one of its affiliates) is a leading dealer in the credit derivatives market. As “Auction Settlement” applies, and if an Auction is held, there is a high probability that the Calculation Agent (or one of its affiliates) will act as a participating bidder in any such Auction. In such capacity, it may take certain actions which may influence the final price determined in such Auction (the "**Auction Final Price**") including (without limitation): (i) providing rates of conversion to determine the applicable currency conversion rates to be used to convert any obligations which are not denominated in the auction currency into such currency for the purposes of the Auction; and (ii) submitting bids, offers and physical settlement requests with respect to the relevant Deliverable Obligations. In deciding whether to take any such action (or whether to act as a participating bidder in any Auction), the Calculation Agent (or its affiliate) shall be under no obligation to consider the interests of any Certificateholder.

If an Auction occurs, Certificateholders will not be able to participate in the auction process and will have no rights to submit Customer Physical Settlement Requests for physical settlement of their Certificates.

During the auction process, the administrator of the Auction will solicit physical settlement requests from the auction participants to buy or sell Deliverable Obligations of the applicable Reference Entity. Auction participants (which includes dealers who are participating in the Auction, as well as customers of those dealers who have entered into credit derivative transactions), may submit physical settlement requests in the same direction as their market positions. If a participating bidder of a credit default swap transaction is a net buyer of protection, it may submit a Physical Settlement Sell Request equal to its market position, and if it is a net seller of protection, it may submit a Physical Settlement Buy Request equal to its market position. Under the terms of the Certificates, Certificateholders cannot submit Customer Physical Settlement Requests, and the Calculation Agent, who may participate in the Auction, is under no obligation to submit Customer Physical Settlement Requests for the Certificateholders.

If an Auction occurs, a lack of Limit Offers sufficient to clear an Open Interest to purchase Deliverable Obligations will result in an Auction Final Price of 100 per cent. and a lack of Limit Bids sufficient to clear an Open Interest to sell Deliverable Obligations will result in an Auction Final Price of zero. If the Auction Final Price is zero, this will have a material negative effect on the value of the Certificates.

The Administrator of the Auction will determine the Open Interest for the Deliverable Obligations of the applicable Reference Entity by calculating the difference between the Physical Settlement Sell Requests and the Physical Settlement Buy Requests. If there are more Physical Settlement Sell Requests than Physical Settlement Buy Requests, the Open Interest will be an offer to sell Deliverable Obligations and participating bidders will submit Limit Bids against the Open Interest; however, if there are more Physical Settlement Buy Requests than Physical Settlement Sell Requests, the Open Interest will be a bid to purchase Deliverable Obligations and participating bidders will submit Limit Offers against the Open Interest. If there are insufficient Limit Bids (and Initial Market Bids) against an Open Interest to sell Deliverable Obligations, the Auction Final Price will be zero. If there are insufficient Limit Offers (and Initial Market Offers) against an Open Interest to buy Deliverable Obligations, the Auction Final Price will be equal to 100 per cent. Under the terms of the Certificates, the Certificateholders cannot submit Limit Bids or Limit Offers, and the Calculation Agent, who may participate in the Auction, is under no obligation to submit Limit Bids or Limit Offers, as applicable, for the Certificateholders. A Certificateholder’s position will not be represented in the Auction.

See Annex B (*Auction Settlement Terms*) to the Credit Linked Provisions for a more detailed overview of the auction process.

The Certificateholders' inability to participate in the Auction, along with other Certificateholders who own Certificates linked to the Reference Entity, may in the aggregate have a material effect on the Auction Final Price, and in turn, have a materially adverse effect on your returns as a purchaser of the Certificates. In addition, the auction process may be affected by technical factors or operational errors which would not otherwise apply or may be the subject of actual or attempted manipulation. The Calculation Agent will have no responsibility to dispute any determination of an Auction Final Price or to verify that any Auction has been conducted in accordance with its rules. The Auction Final Price, therefore, may not be representative of the actual price of Deliverable Obligations of the applicable Reference Entity, and you may receive less than you would have received if you had purchased a credit-linked note with an alternative settlement procedure.

(d) Loss of accrued interest and reinvestment risk

If an Event Determination Date occurs, a Credit-Linked Redemption will occur and the Certificates will redeem early and interest will cease to accrue from (and including) the Specified Interest Payment Date immediately preceding the relevant Event Determination Date. Certificateholders will therefore suffer a loss of accrued interest and may not be able to reinvest any redemption proceeds following early redemption at an effective interest rate as high as the interest rate on the Certificates being redeemed and may only be able to do so at a significantly lower rate. Certificateholders should consider such reinvestment risk in light of other available instruments.

(e) The performance of the Reference Entity will depend on many diverse and unpredictable factors

The performance of the Reference Entity is dependent upon macroeconomic factors, such as political factors, and company-specific factors such as earnings position, market position and risk situation. Any one or a combination of such factors could adversely affect the credit position of the Reference Entity which, in turn, could have an adverse effect on the maturity of, and return on, your Certificates.

(f) The past performance of the Reference Entity is not indicative of future performance

Any information about the past performance of the Reference Entity at the time of the issuance of the Certificates should not be regarded as indicative of any future performance of the Reference Entity or the range of, or trends or fluctuations in, the Reference Obligation that may occur in the future. Actual results will be different, and such differences may be material and could have a negative impact on the return on your Certificates.

(g) No rights with respect to the Reference Entity

The Certificates do not represent a claim against or any rights in respect to the Reference Entity, and you will not have any right of recourse under the Certificates to the Reference Entity. The Certificates are not in any way sponsored, endorsed or promoted by the Reference Entity and none of the money that Certificateholders pay to the Company will go to the Reference Entity. The Reference Entity will not be involved in the offering of the Certificates in any way and the Reference Entity will not have any obligation to consider your interest as a Certificateholder in taking any actions that might affect the value of your Certificates. As a Certificateholder, you will not have voting rights, rights to receive distributions or any other rights with respect to the obligations of the Reference Entity. The Company has no ability to control or predict the actions of the Reference Entity, including actions that could affect the value of the Certificates.

(h) Risks relating to Credit Derivatives Determinations Committees

(i) Certificateholders (in their capacity as holders of the Certificates) will not be able to refer questions to the Credit Derivatives Determinations Committees

The Certificateholders, in their capacity as holders of the Certificates, will not have the ability to refer questions to a Credit Derivatives Determinations Committee since the Certificates are not a credit default swap transaction and the Certificates do not incorporate, and are not deemed to have incorporated, the 2014 ISDA Credit Derivatives Definitions as published by the International Swaps and Derivatives Association, Inc. (the "**Credit Derivatives Definitions**"). As a result, Certificateholders will be dependent on other market participants to refer specific questions to the Credit Derivatives Determinations Committees that may be relevant to the Certificateholders. The Calculation Agent and the Company have no duty to the Certificateholders to refer specific questions to the Credit Derivatives Determinations Committees.

(ii) Certificateholders will have no role in the composition of the Credit Derivatives Determinations Committees

Separate criteria apply with respect to the selection of dealer and non-dealer institutions to serve on the Credit Derivatives Determinations Committees and the Certificateholders will have no role in establishing such criteria. In addition, the composition of the Credit Derivatives Determinations Committees will change from time to time in accordance with the Credit Derivatives Determinations Committees Rules (as published by ISDA on its website at https://www.isda.org/ (or any successor website thereto), as such may be amended and/or supplemented from time to time) (the "**Rules**"), as the term of a member institution may expire or a member institution may be required to be replaced. The Certificateholders will have no control over the process for selecting institutions to participate on the Credit Derivatives Determinations Committees and, to the extent provided for in terms of the Certificates, will be subject to the determinations made by such selected institutions in accordance with the Rules. For further information in respect of the Credit Derivatives Determinations Committees, including in respect of their composition, when they will be convened and their decision-making process, please see Annex A of the Credit Linked Provisions (*Credit Derivatives Determinations Committees*).

(iii) Potential conflicts of interest due to the involvement of the Calculation Agent with the Credit Derivatives Determinations Committees

Since, as of the date of this Prospectus, the Calculation Agent (or one of its affiliates) is a voting member on each of the Credit Derivatives Determinations Committees and is a party to transactions which incorporate, or are deemed to incorporate, the Credit Derivatives Definitions, it may take certain actions which may influence the process and outcome of decisions of the Credit Derivatives Determinations Committees. See "*Ability of the Calculation Agent or its Affiliates to influence the Credit Derivatives Determinations Committees*" and "*Potential Conflicts of Interest of the Calculation Agent*" in Annex A (*Credit Derivatives Determinations Committees*) to the Credit Linked Provisions. Such action may be adverse to the interests of the Certificateholders and may result in an economic benefit accruing to the Calculation Agent. In taking any action relating to the Credit Derivatives Determinations Committees or performing any duty under the Rules, the Calculation Agent (or one of its affiliates) shall have no obligation to consider the interests of the Certificateholders and may ignore any conflict of interest arising due to its responsibilities under the Certificates.

(iv) Certificateholders will have no recourse against either the institutions serving on the Credit Derivatives Determinations Committees or the external reviewers

Institutions serving on the Credit Derivatives Determinations Committees and the external reviewers, among others, disclaim any duty of care or liability arising in connection with the performance of duties or the provision of advice under the Rules, except in the case of gross negligence, fraud or wilful misconduct. Furthermore, the member institutions of the Credit Derivatives Determinations Committees from time to time will not owe any duty to the Certificateholders and the Certificateholders will be prevented from pursuing legal claims with respect to actions taken by such member institutions under the Rules.

Certificateholders should also be aware that member institutions of the Credit Derivatives Determinations Committees have no duty to research or verify the veracity of information on which a specific determination is based. In addition, the Credit Derivatives Determinations Committees are not obligated to follow previous determinations and, therefore, could reach a conflicting determination for a similar set of facts.

(v) Certificateholders are responsible for obtaining information relating to deliberations of the Credit Derivatives Determinations Committees

Notices of questions referred to the Credit Derivatives Determinations Committees, meetings convened to deliberate such questions, lists of voting members attending any meetings and the results of binding votes of the Credit Derivatives Determinations Committees will be published on the ISDA website (https://www.isda.org/) (or any successor website thereto) and neither the Company, the Calculation Agent nor any of their respective affiliates shall be obliged to inform the Certificateholders of such information (other than as expressly provided in the terms of the Certificates). Failure by the Certificateholders to be aware of information relating to determinations of a Credit Derivatives Determinations Committee will have no effect under the Certificates and Certificateholders are solely responsible for obtaining any such information.

(vi) Changes to the Credit Derivatives Determinations Committees Rules

The Credit Derivatives Determinations Committees are each established pursuant to the Rules. Certificateholders should be aware that the Rules may be amended from time to time without the consent or input of the Certificateholders, which may result in the powers of the Credit Derivatives Determinations Committees being expanded or modified.

(i) Inability to replace the Reference Entity to avoid Credit Events or successions

Following the Trade Date, the Company will not be able to replace the Reference Entity to avoid Credit Events or successions. Consequently, the occurrence of Credit Events may lead to an Event Determination Date which in turn may result in a reduction in the value of your Certificates, a reduction, potentially to zero, in the outstanding nominal amount of the Certificates you hold and an early redemption of the Certificates.

(j) Determination of a successor Reference Entity

Any determination of a Successor that occurs with respect to the Reference Entity or its Successor on or after the Successor Backstop Date (which may be prior to the Trade Date) may change the probability of the occurrence of a Credit Event and risk of your investment. Certificateholders should read the Credit Linked Provisions (including, without limitation, the definition of "Successor") for more information on the effect of the determination of a Successor in respect of the Reference Entity on the Certificates.

(k) Credit Events that occur prior to the Trade Date

A Credit Event may occur at any time during the period from, and including, the Credit Event Backstop Date (the "**Credit Observation Start Date**") to, and including, the Scheduled Maturity Date.

The Credit Event Backstop Date is a rolling date which is:

(i) if a CDDC receives a request to resolve whether or not a Credit Event has occurred in relation to the Reference Entity, 60 calendar days prior to the date of such request (regardless of whether the CDDC resolves to determine such matter or not); or

(ii) otherwise, 60 calendar days prior to the first date on which the Calculation Agent delivers a notice, and supporting information, in order to trigger settlement of the Certificates following a Credit Event.

Therefore, the Certificates will be exposed to the occurrence of Credit Events up to 60 calendar days prior to the date on which a CDDC receives a request to resolve whether or not a Credit Event has occurred in relation to the Reference Entity (regardless of whether the CDDC resolves to resolve such matter or not). Certificateholders should conduct their own review of any recent developments with respect to the Reference Entity by consulting publicly available information. If a request to convene an ISDA Credit Derivatives Determinations Committee to determine whether a Credit Event has occurred with respect to the Reference Entity has been delivered prior to the Trade Date, details of such request may be found on the website of ISDA. If a Credit Derivatives Determinations Committee has not been convened to determine such matter as of the Trade Date, one may still be convened after the Trade Date in respect of an event that has occurred up to 60 calendar days before the date of a request to convene such Credit Derivatives Determinations Committee.

(l) Potential changes to the interpretation of Credit Linked Provisions

The Calculation Agent will make determinations in respect of the Reference Entity, including determinations as to whether an event specified as a Credit Event has occurred with respect to the Reference Entity, based on certain definitions and provisions. Such definitions and provisions vary for different Reference Entities and those applicable to a particular Reference Entity are generally determined based on prevailing market practices.

As prevailing market practices change, such definitions and provisions will also change and, as such, the Calculation Agent may make determinations in respect of the Reference Entity based on provisions and definitions not contemplated at the Issue Date.

(m) Incomplete, inaccurate or misleading Reference Entity information

As the occurrence of an Event Determination Date will result in the redemption of the Certificates, each Certificate will be redeemed at its Credit-Linked Redemption Amount, being an amount which may be significantly less than the principal amount of the Certificates determined in accordance with the Pricing Conditions and Credit Linked Provision 1 (*Auction Settlement*) and a cessation of the accrual of interest on the Interest Payment Date immediately preceding such Event Determination, Certificateholders should conduct their own investigation and analysis with respect to the creditworthiness of the Reference Entity and the likelihood of the occurrence of a Credit Event or the determination of a Successor. No investigations, searches or other enquiries have been made by the Company or by or on behalf of any Transaction Party in respect of the Reference Entity or its existing or future creditworthiness and no representations or warranties have been or are given by any such person in respect of any Reference Entity or its existing or future creditworthiness.

On the Trade Date, the Reference Entity may be a publicly reporting company and financial and other information with respect to the Reference Entity may be available from publicly available

sources. Publicly available information in relation to the Reference Entity may be incomplete, inaccurate or misleading. Neither the Company nor the Calculation Agent makes any representation as to the accuracy or completeness of any information available with respect to the Reference Entity. Furthermore, neither the Company nor the Calculation Agent gives any assurance that all events occurring prior to the Trade Date or Issue Date (including events that would affect the accuracy or completeness of any publicly available documents) that would affect the creditworthiness of the Reference Entity have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of, or failure to disclose, material future events concerning the Reference Entity could affect its creditworthiness and therefore the market value of the Certificates, the likelihood of an Event Determination Date occurring in relation to the relevant Reference Entity and the resulting Credit-Linked Redemption Amount.

A Credit Event may occur at any time from and including the Credit Observation Start Date (which is the Credit Event Backstop Date) to and including the Credit Observation End Date (which is the Scheduled Maturity Date). The Calculation Agent will notify the Company of the occurrence of a Credit Event at any time from and including the Credit Observation Start Date to and including the Postponed Maturity Date (if applicable). Neither the Company nor the Calculation Agent will have any obligation to keep Certificateholders informed as to any matters with respect to the Reference Entity or any of its obligations, including whether or not circumstances exist that give rise to the possibility of the occurrence of a Credit Event or the determination of a Successor with respect to the Reference Entity.

Certificateholders will not have the right to inspect any of the Company's records. Except for the information contained in this Prospectus and the relevant Pricing Conditions, the Company will have no obligation to disclose any information or evidence regarding the existence or terms of any obligation of the Reference Entity or otherwise regarding such Reference Entity, any guarantor or any other person.

(n) Potential conflicts of interest with the Calculation Agent; calculations and determinations

The Calculation Agent may carry out hedging activities related to the Certificates, including trading in the obligations of the Reference Entity as well as in other instruments related to the Reference Entity. The Calculation Agent may also trade the obligations of the Reference Entity and other financial instruments related to the obligations of the Reference Entity on a regular basis as part of its general businesses.

In certain cases, the Calculation Agent acts in its sole discretion in carrying out calculations and determinations with respect to the Certificates and, in such cases, will act in the interests of the Company and not in the interests of the Certificateholders. Any determination and/or calculation by the Calculation Agent shall, in the absence of manifest error, be final and binding on the Company and Certificateholders.

Where a Credit Derivatives Determinations Committee has made a determination as to whether an Event Determination Date or succession has occurred, the Calculation Agent shall defer to such determination for the purposes of the Certificates, provided that such determination is made before the cut-off date specified in the terms of the Certificates. If a Credit Derivatives Determinations Committee is not convened to determine an issue (such as the occurrence or not of a Credit Event or the determination of a Successor) then the Calculation Agent may make a determination in respect of such issue. The Calculation Agent will not be liable if it fails to notify the Company of a Credit Event, which, subject as provided in the Credit Linked Provisions, would result in an Event Determination Date occurring and, ultimately, redemption on a day other than the Scheduled

Maturity Date. Therefore even if a Credit Event were to occur, an early redemption of the Certificates may not follow.

(o) Potential conflicts of interest with the Calculation Agent

The Calculation Agent may currently or from time to time engage in commercial, investment banking or other business with the Reference Entity, and/or any affiliate of the Reference Entity, or any other person or entity having obligations relating to the Reference Entity, and may act with respect to such business in the same manner as if the Certificates did not exist, regardless of whether any such action might have an adverse effect on the Reference Entity or the Certificateholders or otherwise (including, without limitation, the acceptance of deposits and the extension of loans or credit and any action that might constitute or give rise to a Credit Event). In the course of this business, the Calculation Agent may acquire non-public information about the Reference Entity, and in addition, the Calculation Agent may publish research reports about it. The Calculation Agent has no responsibility to, and it will not, disclose any such information to the Certificateholders.

The Calculation Agent trades instruments related to the Reference Entity on a regular basis, for their accounts and for other accounts under their management. The Calculation Agent may also issue or underwrite or assist unaffiliated entities in the issuance or underwriting of other securities or financial instruments with returns linked to the Reference Entity. To the extent that the Calculation Agent serves as issuer, arranger or dealer for such securities or financial instruments, its interests with respect to such products may be adverse to those of the Certificateholders of the Certificates. Any of these trading activities could potentially affect the credit of the Reference Entity and, accordingly, could affect the value of the Certificates, and the amount, if any, payable to you at maturity.

The Calculation Agent may currently or from time to time engage in business with the Reference Entity. In the course of this business, the Calculation Agent may acquire non-public information about the Reference Entity, and such information will not be disclosed to you. In addition, the Calculation Agent may publish research reports about the Reference Entity. Any prospective purchaser of Certificates should undertake such independent investigation of the Reference Entity in its judgment as to whether an investment in the Certificates is appropriate.

The Calculation Agent may serve as issuer, arranger or dealer for additional issuances of Certificates or Certificates with returns linked or related to the Reference Entity. By introducing competing products into the marketplace in this manner, the Calculation Agent could adversely affect the value of the Certificates.

The Company and the Calculation Agent act in their sole discretion in determining whether to accept commitments to purchase the Certificates, whether to accept offers of early tender of the Certificates and in determining the terms of any such early tender of the Certificates.

4 Risks relating to the Underlying Fund Shares

The following risks are some of the risks that the Underlying Fund Shares are exposed to, but the list does not purport to be exhaustive. Potential investors should be aware that the Underlying Fund Shares may be exposed to other risks of an exceptional nature from time to time. Potential investors should review the Fund's offering document in respect of the Fund and the Underlying Fund Shares, including the risk factors, prior to making an investment in the Certificates. However, the Company assumes no responsibility for the accuracy or completeness of any Fund offering documents.

(a) Market risks relating to the Underlying Fund Shares

The Underlying Fund Shares relating to the Certificates will be subject to credit, equity exposure, liquidity and interest rate risks. No investigations, searches or other enquiries will be made by or on behalf of the Company, the Certificateholders or the Trustee in respect of the Underlying Fund Shares and no representations or warranties, express or implied, will be given by the Company, the Arranger, the Broker, the Dealer, the Trustee, the Counterparty, the Custodian or any other Agent, or any Affiliate of any of them (including any directors, officers or employees thereof), in respect of the Underlying Fund Shares.

There might only be limited liquidity for the Underlying Fund Shares and generally, but especially in times of financial distress, the Underlying Fund Shares may either not be saleable at all or may only be saleable at significant discounts to its fair market value or to the amount originally invested. As the Company has entered into a Credit Support Annex as part of its Swap Agreement, by virtue of the collateral requirements applicable to any such arrangements the Outstanding Assets held by it from time to time may comprise assets in addition to the Underlying Fund Shares. If the Company holds additional assets, the types of assets that may comprise Outstanding Assets may be diverse and may be less liquid and more volatile than the Underlying Fund Shares.

As the nature of the Underlying Fund Shares is such that in accordance with their terms value varies dependent on their performance, the ability of the Company to pay amounts due on the Certificates will be adversely affected by an adverse performance of such assets. Upon the occurrence of a Liquidation Event, the Underlying Fund Shares relating thereto will be sold or otherwise liquidated (except where otherwise transferred in accordance with the Conditions). No assurance can be given as to the amount of proceeds of any sale or liquidation of such assets at that time, or upon any enforcement of Security, since the market value of such assets will be affected by a number of factors including but not limited to (i) the creditworthiness of the issuer of those assets, (ii) market perception, interest rates, yields and foreign exchange rates, (iii) the time remaining to the scheduled maturity of such assets and (iv) the liquidity of such assets. Accordingly, the price at which such assets are sold or liquidated may be at a discount, which could be substantial, to the market value of the Underlying Fund Shares on the issue date and the proceeds of any such sale or liquidation may not be sufficient to repay the full amount of principal of and interest on the Certificates that the holders of the Certificates would expect to receive if the Certificates redeemed in accordance with their terms on their Scheduled Maturity Date.

(b) Likelihood of the Fund defaulting on its obligations or becoming insolvent

If a default has occurred with respect to the Underlying Fund Shares, it is not likely that the proceeds of any sale or redemption of the Underlying Fund Shares will be equal to the unpaid principal of the Certificates and interest thereon or the relevant portion thereof. In the event of an insolvency of the Fund, various insolvency and related laws applicable to the Fund may (directly or indirectly) limit the amount the Company or the Trustee may recover in respect of such assets. As a result, Certificateholders risk losing some or all of their investment.

(c) Liquidation constraints

In certain circumstances, the Broker may determine that it is not permitted under applicable laws or under its internal policies having general application or it is otherwise not possible or practicable for the Underlying Fund Shares to be sold or otherwise liquidated by the Broker on behalf of the Company, in which case there may be a delay in the Certificateholders receiving any amounts payable in respect of the Certificates upon such early redemption.

(d) Factors affecting the performance of the Fund may adversely affect the value of and return on the Certificates

The performance of the Underlying Fund Shares will affect the value of the investment return on the Certificates. The performance of the Underlying Fund Shares is dependent upon many factors, including macroeconomic factors (such as interest and price levels on the capital markets, currency developments including variation of exchange rates of foreign currencies, political, judicial or economic factors) and Fund-specific factors (such as the risk profile of the Fund, the expertise of its senior personnel and its shareholder structure and distribution policy). The investment objectives and policies employed by the Fund and the underlying components in which it invests may utilise various investment strategies which may also affect the performance of the Underlying Fund Shares. In addition, the Fund may make investments in markets that are volatile and/or illiquid and it may be difficult or costly for investment positions to be opened or liquidated. Any one or a combination of such factors could adversely affect the performance of the Fund which, in turn, could have an adverse effect on the value of and return on your Certificates.

(e) Costs relating to the Fund

The Fund's performance will be affected by the fees and expenses which it incurs, as described in its offering documents. Such fees and expenses will include the investment management fees (which will be an amount up to 2.30 per cent. per annum of the net asset value per Underlying Fund Share) and operating expenses typically incurred in connection with any direct investment in the Fund. The Fund will assess fees and incur costs and expenses regardless of its performance. High levels of trading could cause the Fund to incur increased trading costs. Holders of Certificates will be exposed to a *pro rata* share of the fees and expenses of the Fund and such exposure could have a negative impact on the value of and return on the Certificates than in the absence of such fees and expenses.

(f) No claim against a Fund or recourse to the Underlying Fund Shares

Certificateholders will have no claim against the Fund, its management company or any fund service provider, and the Certificateholders will not have any right of recourse under the Certificates to any such entity or the Underlying Fund Shares. The Certificates are not in any way sponsored, endorsed or promoted by the Fund, its management company or any fund service provider, and such entities have no obligation to take into account the consequences of their actions in respect of any Certificateholders. The Fund, its management company or any fund service provider may take any actions in respect of such Fund without regard to the interests of the Certificateholders, and any of these actions could adversely affect the market value of and return on the Certificates.

(g) Valuation risk in relation to the Fund

The Calculation Agent will rely on the calculation and publication of the net asset value per Underlying Fund Share by the relevant Fund itself (or another entity on its behalf). Any delay, suspension or inaccuracy in the calculation and publication of the net asset value per Underlying Fund Share will impact on the calculation of the return on the Certificates. The value of and return on the Certificates may also be reduced if a Fund delays payments in respect of the Underlying Fund Share redemptions – see paragraph (k) below "The Fund may be subject to transfer restrictions and illiquidity".

The Underlying Fund Shares and/or the investments made by the Fund may be valued only by administrators, custodians or other service provider of the Fund and may not be verified by an independent third party on a regular or timely basis. There is a risk that (i) the determinations of the Calculation Agent may not reflect the true value of the Underlying Fund Shares at a specific time

which could result in losses or inaccurate pricing and/or (ii) relevant values may not be available on a relevant date which could result in the Certificates being redeemed early.

Any such factors in relation to the valuation of the Underlying Fund Shares could have a negative impact on the value of and return on the Certificates.

(h) Trading in indices, financial instruments and currencies

The Fund places an emphasis on trading financial instruments and/or currencies. The effect of any governmental intervention may be particularly significant at certain times in currency and financial instrument futures and options markets. Such intervention (as well as other factors) may cause all of these markets to move rapidly in the same or varying directions which may result in sudden and significant losses, which losses could lead to losses to holders of the Certificates.

(i) Strategies of the Fund may not be successful in achieving its investment objective

No assurance can be given that the investment strategy of the Fund will be successful or that the investment objective of the Fund will be achieved, or that any analytical model used by the relevant management company will prove to be correct or that any assessments of the short-term or long-term prospects, volatility and correlation of the types of investments in which the Fund has invested or will invest will prove accurate. The analytical models utilised by a management company of a Fund and upon which investment decisions are based may be developed from historical analysis of the performance or correlation of historical analysis of the performance or correlations of certain companies, securities, industries, countries or markets. There can be no assurance that the historical performance that is used to determine such analytical models will be a good indicator of future performance, and if the future performance of the Fund varies significantly, the management company of the Fund may not achieve its intended investment performance. No assurance can be given that the strategies to be used by the Fund will be successful under all or any market conditions. The Fund may utilise financial instruments such as derivatives for investment purposes and/or seek to hedge against fluctuations in the relative values of the Fund's portfolio positions as a result of changes in exchange rates, interest rates and levels of yields and prices of other securities. Such hedging transactions may not always achieve the intended outcome and can also limit potential gains.

The management of the Fund may have broad discretion over its investment strategy, within specified parameters. The Fund could, for example, alter its investment focus within a prescribed market. Any shift in strategy could bear adverse consequences to the Fund's investment performance. Further, the Fund may have difficulty realising on any strategy initiatives that it undertakes. It may not sometimes be clear whether the Fund fulfils the investment criteria set out in its investment guidelines.

Any such issues with relation to the Fund’s strategy or other factors described above could adversely affect the performance of the Fund which, in turn, could have an adverse effect on the value of and return on your Certificates.

(j) Regulatory and volatility risk

The regulatory environment is evolving and changes therein may adversely affect the ability of the Fund to obtain the leverage it might otherwise obtain or to pursue its investment strategies. In addition, the regulatory or tax environment for derivative and related instruments is evolving and may be subject to modification by government or judicial action which may adversely affect the value of the investments held by the Fund. It is not possible to predict the effect of any future changes to applicable law or regulation or uncertainties such as international political developments, changes in government policies, taxation, restrictions or foreign investment and currency repatriation or fluctuations.

Further, the markets in which the Fund invests may prove to be highly volatile from time to time as a result of, for example, sudden changes in government policies on taxation and currency repatriation or changes in legislation relating to the value of foreign ownership of assets held by a Fund, and this may affect the net asset value at which such Fund may liquidate positions to meet repurchase requests or other funding requirements and, in turn, the value of your Certificates.

Any such regulatory changes or market volatility could adversely affect the performance of the Fund which, in turn, could have an adverse effect on the value of and return on your Certificates.

(k) The Fund may be subject to transfer restrictions and illiquidity

There can be no assurance that the liquidity of the Fund will always be sufficient to meet redemption requests as, and when, made. Any lack of liquidity or restrictions on redemptions may affect the liquidity of the Underlying Fund Shares and their value and could adversely affect the performance of the Certificates.

The Fund may make investments for which no liquid market exists. The market values, if any, of such investments tend to be more volatile and the Fund may not be able to sell them when it desires to do so or to realise what it perceives to be their fair value in the event of a sale. Moreover, assets in which the Fund may invest may include those that are not listed on a securities exchange or traded on an over-the-counter market. As a result of the absence of a public trading market for these assets, they may be less liquid than, for example, publicly traded securities. The Fund may encounter substantial delays in attempting to sell non-publicly traded assets or securities. Although these assets may be resold in privately negotiated transactions, the values realised from these sales could be less than those originally paid by the Fund and less than the values estimated for such assets by such Fund. Further, entities whose securities are not publicly traded are not subject to the disclosure and other investor protection requirements which would be applicable if their securities were publicly traded.

Trading in the assets held by the Fund may be limited to privately negotiated transactions, which could increase transaction costs relative to exchange trading and which could cause substantial lags in realising amounts from assets designated for sale. Any such issues with regard to redemptions, transfers and liquidity of the Fund could have an adverse effect on the value of and return on your Certificates.

(l) Lack of control and reliance on the third party management company of the Fund

Certificateholders will have no right to participate in the management of the Fund or in the control of the Fund's business. Accordingly no person should purchase any Certificates unless the investor is willing to entrust all aspects of management of the Fund to the management company of the Fund. The investment return on the Certificates may depend entirely on the efforts of the management company of the Fund and its principals.

The performance of the Fund is dependent on the performance of the management company in managing the investments of the Fund. The management company of the Fund may invest in and actively traded instruments with significant risk characteristics, including risks arising from the volatility of securities, financial futures, derivatives, currency and interest rate markets, the leverage factors associated with trading in such markets and instruments, and the potential exposure to loss resulting from counterparty defaults.

The Company will not have any role in the management of the Fund. Moreover, the Company will not have the opportunity to evaluate or be consulted in relation to any specific investments made by the Fund before they are made. The investment return on the Certificates will depend primarily on the performance of the unrelated management company in managing the investments of the

Fund and could be adversely affected by any unfavourable performance of such management company.

The Fund or its management company may also become involved in shareholder, insider trading or other litigation as a result of its investment activities. Any such dispute could adversely affect the performance of the Underlying Fund Shares and consequently, of the Certificates.

Any of the above-described factors could have an adverse effect on the value of and return on your Certificates.

(m) Reliance on key personnel

The success of the Fund is dependent on the expertise of its management company and fund service providers. The loss of one or more investment personnel associated with such management company or fund service provider could have a material adverse effect on the ability of a management company or fund service provider, as applicable, to complete its obligations in respect of the Fund, resulting in losses for the Fund and a decline in the value of the Underlying Fund Shares. Certain management companies and fund service providers may have only one principal personnel, without whom the relevant management company or fund service provider, as applicable, could not continue to operate. The loss of such principal personnel could adversely affect the performance of the Fund which, in turn, could have an adverse effect on the value of and return on your Certificates.

(n) A change in the composition or discontinuance of the Fund could adversely affect the market value of the Certificates

The management company of the Fund may, without regard to the interests of the Certificateholders, add, remove or substitute the components of the Fund in which the Fund invests or make other methodological changes that could change the investment profile of the Fund, which could adversely affect the investment return on the Certificates. The management company of the Fund may also determine to discontinue such Fund. If the Fund is discontinued, the Certificates may be redeemed early. Any such action could have a negative impact on the value of and return on the Certificates.

(o) Leverage

The Fund may utilise leverage techniques, including the use of borrowed funds, repurchase agreements and other derivative financial instruments. While leverage presents opportunities for increasing the Fund's total return, it increases the potential risk of loss. Any event which adversely affects the value of an investment by the Fund is magnified to the extent that such investment is leveraged. Leverage can have a similar effect on assets in which such Fund invests. The use of leverage by the Fund could result in substantial losses by the Fund which would be greater than if leverage had not been used, and such losses could lead to losses to the holder of the Certificates.

(p) Key Risks relating to the types of investments to be made by the Fund

The Fund principally invests in equity and/or debt instruments, with the allocation percentage determined based on the risk adjusted return of each particular investment. The equity component will include equities and/or equity-related securities such as convertible stock or preferred stock denominated in any currency and issued by issuers listed or traded on developed market stock exchanges. The debt component will include, amongst other things, investment-grade and non-investment grade fixed and/or floating rate transferable debt securities of all types (including corporate debt securities, bonds and notes, zero-coupon and discount bonds, debentures, inflation linked bonds, subordinated debt securities) denominated in any currency and issued owned or

guaranteed by sovereign or government agencies, supranational entities and/or corporate issuers located anywhere in the world (including emerging markets).

In respect of the selection of equity instruments, the Fund will employ a qualitative analysis for determining which equity instruments to acquire or gain exposure to. As part of such qualitative analysis, the Fund will review the current macroeconomic environment, as it relates to sectors and countries within the investable region. The macroeconomic review will involve an examination of individual countries' economic ratios, with particular focus on growth, country risk profiles, and various price and consumer indices.

In respect of the selection of debt instruments, the Fund will give preference to investments in investment grade government bonds and/or investment grade debt instruments issued by developed market governments and/or companies. The Fund will select the debt instruments based on an analysis which includes assessment of debt instruments particular yield levels (i.e., the level of return given by a bond up to its maturity date), yield curve slopes (i.e., different levels of return for different maturity dates) and country spreads (i.e., the difference in yield between certain government bonds having the same maturity date).

The debt instruments in which the Fund invests will be either non-investment grade or investment grade at the time of purchase or, if unrated, which are in the opinion of the manager of the Fund, of comparable quality. At the time of purchase of the debt instruments, the Fund may only purchase, in aggregate, up to 20% of its net asset value in either non-investment grade and/or subordinated debt. Where a debt instrument ceases to be rated or its rating is reduced to below investment grade following its purchase, the manager of the Fund will consider such event in determining whether the Fund should continue to hold the security. The manager of the Fund may invest substantially or fully in government bonds issued by any Member State.

The following risks are the material risks relating to the types of investments made by the Fund, but the list does not purport to be exhaustive. Prospective investors should be aware that these types of investments may have other or additional risks associated with them that are not described below. Potential investors should review the Fund's offering document in respect of the Fund and the Underlying Fund Shares, including the risk factors, prior to making an investment in the Certificates. However, the Company assumes no responsibility for the accuracy or completeness of any Fund offering documents.

(i) **Subordinated Debt Risk**

As described above, the Fund may invest in subordinated debt instruments which are often more attractive investments than senior debt securities in respect of the yield these investments may provide. Subordinated debt instruments may however involve a greater credit risk as they rank below senior debt securities with regard to the repayment of the principal in the case of issuer default i.e., subordinated debt holders are not repaid until after senior debtholders have been fully paid. The default in the subordinated debt instruments held by the Fund may result in a fall in the value of the Underlying Fund Shares due to the lower recovery prospects of such subordinated investments. As the value of the Certificates is linked to the value of the Underlying Fund Shares, prospective investors should be aware that any reduction in value of the Underlying Fund Shares could have an adverse effect on the value of and return on the Certificates.

(ii) **Small and medium capitalisation companies**

The Fund will generally invest in larger capitalisation companies, but it is possible that it may invest a portion of its assets in the securities of companies with small to medium-sized market capitalisations. While the manager of the Fund believes they often provide significant

potential for appreciation, those stocks, particularly small-capitalisation stocks, involve higher risks in some respects than do investments in securities of larger companies. For example, prices of small capitalisation companies and even medium capitalisation companies are often more volatile than prices of large capitalisation securities and the risk of bankruptcy or insolvency of many smaller companies (with the attendant losses to investors) is higher than for larger, "blue-chip" companies. In addition, due to thin trading in the securities of some small capitalisation companies, an investment in those companies may be illiquid, particularly where the Fund holds concentrated positions. Increased volatility and higher risk of loss associated with small to medium-sized company investments could lead to greater fluctuations and potential reduction in the value of the Underlying Fund Shares. As the value of the Certificates is linked to the value of the Underlying Fund Shares, prospective investors should be aware that any reduction in value of the Underlying Fund Shares could have an adverse effect on the value of and return on the Certificates.

(iii) **Investing in Fixed Income Securities**

Investment in fixed income securities is subject to interest rate, sector, security and credit risks. The Fund can invest in lower-rated securities which will usually offer higher yields than higher-rated securities to compensate for the reduced creditworthiness and increased risk of default that these securities carry. Lower-rated securities generally tend to reflect short-term corporate and market developments to a greater extent than higher-rated securities which respond primarily to fluctuations in the general level of interest rates. There are fewer investors in lower-rated securities and it may be harder to buy and sell such securities at an optimum time. The volume of transactions effected in certain international bond markets may be appreciably below that of the world's largest markets, such as the United States. Accordingly, the Fund's investment in such markets may be less liquid and their prices may be more volatile than comparable investments in securities trading in markets with larger trading volumes. Moreover, the settlement periods in certain markets may be longer than in others which may affect portfolio liquidity. If the Fund invests in lower-rated securities, the volatility and liquidity risks associated in lower-rated securities and international bond markets can lead to fluctuations in the value of the Underlying Fund Shares. As the value of the Certificates is linked to the value of the Underlying Fund Shares, prospective investors should be aware that any reduction in value of the Underlying Fund Shares could have an adverse effect on the value of and return on the Certificates.

(iv) **Below Investment Grade Credit Risk**

Where the Fund invests in securities issued by an entity that has a credit rating of below investment grade by a rating agency it will be exposed to a higher level of risk than is usual in other cases. In particular each of the risks discussed are relevant to any such investments and may have a greater likelihood of impacting on the Fund:

(A) Liquidity Risk

Not all securities or instruments invested in by the Fund will be listed or rated and consequently liquidity may be low. Moreover, the accumulation and disposal of holdings in some investments may be time consuming and may need to be conducted at unfavourable prices. The Fund may also encounter difficulties in disposing of assets at their fair price due to adverse market conditions leading to limited liquidity. This risk may be more pronounced for the Fund's investments in developing countries. The Fund's investments in less liquid assets and potential difficulties in asset disposition, which may result in sales of the Fund's assets at unfavourable prices, can negatively affect the value of the Underlying Fund Shares. As the value of the Certificates is

linked to the value of the Underlying Fund Shares, prospective investors should be aware that any reduction in value of the Underlying Fund Shares could have an adverse effect on the value of and return on the Certificates.

(B) Credit Risk

There can be no assurance that issuers of the securities or other instruments in which a Fund invests will not be subject to credit difficulties leading to the loss of some or all of the sums invested in such securities or instruments or payments due on such securities or instruments. The Fund will also be exposed to a credit risk in relation to the counterparties with whom it trades or places margin or collateral in respect of transactions in financial derivative instruments and may bear the risk of counterparty default. If the Fund's investments face credit difficulties, the Underlying Fund Shares face the risk of reduced returns or potential losses. Additionally, the Fund's exposure to credit risk through counterparties in derivative transactions can result in counterparty default, which may negatively impact the value of the Underlying Fund Shares. As the value of the Certificates is linked to the value of the Underlying Fund Shares, prospective investors should be aware that any reduction in value of the Underlying Fund Shares could have an adverse effect on the value of and return on the Certificates.

(C) Risks Affecting Specific Issuers

The value of a debt obligation may decline in response to developments affecting the specific issuer of the security or obligation, even if the overall industry or economy is unaffected. These developments may include a variety of factors, including but not limited to management issues or other corporate disruption, a decline in revenues or profitability, an increase in costs, or an adverse effect on the issuer's competitive position. Any adverse developments affecting the specific issuer of the securities in which the Fund has invested, such as management problems or competitive disadvantages, could result in a decrease in the value of the Underlying Fund Shares. As the value of the Certificates is linked to the value of the Underlying Fund Shares, prospective investors should be aware that any reduction in value of the Underlying Fund Shares could have an adverse effect on the value of and return on the Certificates.

(v) **Emerging Markets Risk**

Where the Fund invests in securities issued by an entity domiciled in an emerging market or developing country it will be exposed to a higher level of risk than is usual in other cases. In particular, each of the risks discussed below will be specifically relevant to any such investments and may have a greater likelihood of impacting on the Fund:

(A) Political and/or Regulatory Risks

The value of the assets attributable to the Fund may be affected by uncertainties such as national, regional or international political developments, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investment may be made. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in certain countries in which investment may be made may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets. The variety of geopolitical and economic uncertainties in the regions where investments

are made together with the lack of robust legal, accounting, and auditing standards in the investment regions could lead to a reduction in the value of the Underlying Fund Shares due to insufficient investor protection or inadequate information. As the value of the Certificates is linked to the value of the Underlying Fund Shares, prospective investors should be aware that any reduction in value of the Underlying Fund Shares could have an adverse effect on the value of and return on the Certificates.

(B) Custodial and Settlement Risk

A Fund may invest in markets where the trading, settlement and custodial systems are not fully developed. The assets of a Fund which are traded in such markets and which have been entrusted to sub-custodians in such markets may be exposed to risks that may be more pronounced for investments in developing countries. Investments in underdeveloped market systems carry heightened risks due to less sophisticated trading, settlement, and custody processes, which can lead to increased vulnerability for the Fund's assets, and consequently, can negatively impact the value of the Underlying Fund Shares. As the value of the Certificates is linked to the value of the Underlying Fund Shares, Certificateholders face the risk of potential loss in value of their Certificates, especially in developing countries where these market systems are more susceptible to operational issues and financial instability.

(C) Currency Risk

The assets of the Fund may be denominated in a currency other than the base currency of the Fund and changes in the exchange rate between the base currency and the currency of the asset may lead to a depreciation of the value of the Fund's assets as expressed in the base currency. It may not be possible or practical to hedge against such exchange rate risk. The manager of the Fund may, but is not obliged to, mitigate this risk by using financial instruments. Therefore, investments held by the Fund in currencies other than its base currency expose the Underlying Fund Shares to currency fluctuation risks, thereby potentially reducing the value of the Underlying Fund Shares. As the value of the Certificates is linked to the value of the Underlying Fund Shares, prospective investors should be aware that any reduction in value of the Underlying Fund Shares could have an adverse effect on the value of and return on the Certificates.

(D) Accounting, Auditing and Financial Reporting Standards

The accounting, auditing and financial reporting standards of many of the countries in which a Fund invests may be less extensive than those applicable to Irish companies. The potentially lower standards of accounting, auditing, and financial reporting in certain investment regions may lead to less transparency regarding the valuation of Underlying Fund Shares, therefore increasing the risk of inaccuracy in their valuation. As the value of the Certificates is linked to the value of the Underlying Fund Shares, prospective investors should be aware that any uncertainty relating to the valuation of the Underlying Fund Shares could increase the degree of uncertainty relating to the value of their Certificates, which could potentially have an adverse effect on their perceived and actual value.

(E) Exchange Control and Repatriation Risk

It may not be possible for the Fund to repatriate capital, dividends, interest and other income from certain countries, or it may require government consents to do so. The Fund could be adversely affected by the introduction of, or delays in, or refusal to grant

any such consent for the repatriation of funds or by any official intervention affecting the process of settlement of transactions. Exchange control or repatriation risk could be relevant for the Fund that invests in emerging markets or which invests during extraordinary market conditions such as a sovereign debt crisis as a result of which there is an increased risk that the markets in which the Fund invests introduces restrictions on the repatriation of funds or where regulations are introduced affecting the process for settlement of transactions. Economic or political conditions could lead to the revocation or variation of consent granted prior to investment being made in any particular country or to the imposition of new restrictions. If the Fund faces restrictions on repatriating funds, this could adversely affect the value of the Underlying Fund Shares. As the value of the Certificates is linked to the value of the Underlying Fund Shares, prospective investors should be aware that any reduction in value of the Underlying Fund Shares could have an adverse effect on the value of and return on the Certificates.

(vi) **Risks relating to inflation-linked bonds**

Inflation is the general increase in prices and fall in the purchasing value of money over time. Due to the impact of inflation, the same amount of money will buy fewer goods and services over time.

The real return (or yield) on an investment in securities may be reduced by inflation. Consequently, the higher the rate of inflation, the lower the real yield on a security will be. If the inflation rate is equal to or greater than the yield under a security, the real yield a holder of such security will achieve will be zero or even negative. Accordingly, inflation may have a negative effect on the value of and return on the securities.

The Fund can invest in inflation-linked securities. Inflation-linked securities are designed to provide protection against inflation. The principal and interest payments of such securities are typically adjusted to reflect changes in an inflation index, thereby mitigating the erosion of purchasing power that inflation causes. However, if inflation deviates significantly from expectations or if the adjustments do not fully compensate for the actual rate of inflation, the real yield on inflation-linked securities can be adversely affected. If the Fund decides to invest in inflation-linked securities, and such securities do not fully compensate for actual inflation rates, the value of the Underlying Fund Shares could be adversely affected. As the value of the Certificates is linked to the value of the Underlying Fund Shares, prospective investors should be aware that any reduction in value of the Underlying Fund Shares could have an adverse effect on the value of and return on the Certificates.

5 Risks Relating to the Transaction Parties

(a) Risks relating to the Swap Agreement and the Counterparty

In the circumstances specified in the Swap Agreement entered into by the Company in connection with the Certificates, the Company or the Counterparty may terminate the outstanding Swap Transaction under the Swap Agreement in whole. The Company will be entitled to terminate the outstanding Swap Transaction under the Swap Agreement in whole upon the occurrence of an event of default (as such events are more particularly described in the Swap Agreement) in relation to the Counterparty, provided that it is acting on the instructions of the Trustee or without instruction by the Trustee if deemed to do so in connection with an early redemption of the Certificates. The Counterparty will be entitled to terminate upon the occurrence of an event of default (as such events are more particularly described in the Swap Agreement) in relation to the Company.

The Company and the Counterparty may be able to terminate:

(i) upon the occurrence of an illegality;

(ii) upon the occurrence of certain tax-related events;

(iii) upon the failure of the Company to pay any amounts or otherwise comply with its obligations under the Certificates;

(iv) upon the occurrence of a default or certain other tax-related events in respect of the Underlying Fund Shares or part thereof (or, in certain circumstances, in respect of the Company);

(v) upon the occurrence of certain regulatory events (including, without limitation, the Swap Transaction under the Swap Agreement being required to be cleared through a central clearing counterparty or additional risk mitigation measures being imposed with respect to it; the Counterparty needing to maintain a Swap Transaction under the Swap Agreement through a different legal entity; any imposition of a financial transaction tax or similar; the Company, the Counterparty or certain related parties becoming an alternative investment fund manager by virtue of their involvement with the Certificates and/or the Swap Agreement; or the Counterparty or the Company being materially and adversely restricted in their ability to perform their obligations under the Swap Agreement or being required to post additional collateral to any person) caused by a relevant law (and relevant law for this purpose includes any arrangements the Counterparty or any of its Affiliates entered into with any regulatory agency regarding legal entity structure or location with regard to, *inter alia*, the United Kingdom's prospective or actual departure from the European Union); or

(vi) if a payment obligation under the Swap Agreement that would otherwise have been denominated in euro ceases to be denominated in euro or it would be unlawful, impossible or impracticable for the payer to pay, or the payee to receive, payments in euro, all as more particularly described in the Swap Agreement, provided that the Company may only terminate the outstanding Swap Transaction under a Swap Agreement if it is acting on the instructions of the Trustee or without instruction by the Trustee in connection with an illegality or if deemed to do so in connection with an early redemption of the Certificates. Any termination of the Swap Transaction under a Swap Agreement will generally result in a corresponding redemption in whole of the Certificates. Upon any such redemption, the amount paid to Certificateholders to redeem such Certificates may be significantly less than the Certificateholder's original investment in such Certificates and may be zero.

The Certificateholders are relying not only on the creditworthiness of the Underlying Fund Shares, but also on the creditworthiness of the Counterparty in respect of the performance of its obligations to make payments pursuant to any Swap Agreement for such Certificates. Under the Swap Agreement, the Counterparty will pay to the Company amounts equal to the interest payments payable under the Certificates (which the Company will use to fund the interest amounts payable under the Certificates). Default by the Counterparty may result in termination of the Swap Agreement and, in such circumstances, any amount due to the Company upon such termination may not be paid in full. As a result of the termination of the Swap Agreement, the Certificates will redeem early and there is no assurance that upon any such early redemption the funds available will be sufficient to pay in full the amounts that holders of the Certificates would expect to receive if the Certificates redeemed in accordance with their terms on their Maturity Date or that such holders will receive back the amount they originally invested (*See the risk factor entitled "Early redemption of Certificates").*

(b) Risks relating to the Credit Support Annex

The Company will also enter into a Credit Support Annex with the Counterparty in respect of the Certificates. Such Credit Support Annex provides for credit support to be provided by the Counterparty to the Company, as specified in the Pricing Conditions. The Credit Support Annex shall form part of the Swap Agreement.

Under the Credit Support Annex the Counterparty may have to post Counterparty Posted Collateral to the Company from time to time if the value of the Swap Transaction to the Company is positive. Counterparty Posted Collateral transferred to the Company under the Credit Support Annex may be subject to volatility in their prices and subject to credit and liquidity risks. No investigations, searches or other enquiries will be made by or on behalf of the Company in respect of the Counterparty Posted Collateral and no representations or warranties, express or implied, are or will be given by the Company or any other person to Certificateholders in relation to any Counterparty Posted Collateral.

Due to fluctuations in the value of the Swap Transaction and of the value of any Counterparty Posted Collateral and to the thresholds and minimum transfer amounts in the Credit Support Annex, the value of the Counterparty Posted Collateral at any time may not be sufficient to cover the amount that would otherwise be payable by the Counterparty on termination of the Swap Agreement.

The Company is exposed to movements in the value of the Swap Transaction, the Counterparty Posted Collateral, and to the creditworthiness of the Counterparty and any obligor of Eligible Credit Support (VM).

The value of the Swap Transaction to the Company and the value of the related Counterparty Posted Collateral may increase or decrease from time to time during the term of the Certificates. If the value of the Swap Transaction to the Company increases and/or the value of the Counterparty Posted Collateral decreases, the Company may demand the transfer to it of additional Eligible Credit Support (VM). In such circumstances there may be a period prior to the transfer of the additional Eligible Credit Support (VM) in which the value of the assets transferred to the Company under the Credit Support Annex is less than the amount that would be payable by the Counterparty to the Company if the Swap Agreement were to terminate. The value of the assets transferred to the Company under the Credit Support Annex may also be less than the Company's exposure to the Counterparty if the additional Eligible Credit Support (VM) is not transferred to the Company when required.

Investing in the Certificates will not make an investor the owner of any cash or securities comprising the Counterparty Posted Collateral. Any amounts payable on the Certificates will be made in cash and the holders of the Certificates will have no right to receive delivery of any securities comprising the Counterparty Posted Collateral.

Investors should also note that the Credit Support Annex contains provisions that enable the Company to deliver a notice that items that then comprise eligible collateral under the Credit Support Annex will cease to be eligible. Such notice can be delivered if the Company determines that the relevant items either have ceased to satisfy, or as of a specified date will cease to satisfy, collateral eligibility requirements under laws applicable to the recipient of such collateral requiring the collection of variation margin. Any non-eligible credit support will be given a zero value.

(c) Certificateholders have no direct ownership interest or right to delivery of the Counterparty Posted Collateral

Investing in the Certificates will not make an investor the owner of any cash or securities comprising the Counterparty Posted Collateral. Any amounts payable on the Certificates will be made in cash

and the holders of the Certificates will have no right to receive delivery of any securities comprising the Counterparty Posted Collateral.

(d) SFTR (Article 15) Title Transfer Collateral Arrangements Risk Disclosure

The Company has entered into the Credit Support Annex in respect of the Certificates. The Credit Support Annex constitutes a "title transfer collateral arrangement" (as defined in Article 2(1) of Directive 2002/47/EC under EU SFTR (as defined below) and regulation 3 of the Financial Collateral Arrangements (No.2) Regulations 2003 under UK SFTR (as defined below)) (each such arrangement, a "**Title Transfer Arrangement**") with a counterparty (as the "**Title Transfer Counterparty**").

Under (i) Article 15 of Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 (as amended from time to time) ("**EU SFTR**") and (ii) Article 15 of EU SFTR as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK SFTR**", and together with EU SFTR, "**SFTR**"), the transferee of securities under any Title Transfer Arrangement is required to inform the transferor of such securities of the general risks and consequences that may be involved in entering into a Title Transfer Arrangement. Such risks are detailed below and are also relevant for Certificateholders even though they will not be directly party to any Title Transfer Arrangement, particularly in circumstances where the Company is a transferor of securities under a Title Transfer Arrangement.

In the section below, the person that transfers securities under a Title Transfer Arrangement is referred to as the "**Transferor**", the person to whom such securities are transferred is referred to as the "**Transferee**" and the securities so transferred are referred to as the "**Securities Collateral**".

(i) **Loss of proprietary rights in Securities Collateral**

The rights, including any proprietary rights, that a Transferor has in Securities Collateral transferred to a Transferee will be replaced (subject to any security granted by the Transferee) by an unsecured contractual claim for delivery of equivalent Securities Collateral, subject to the terms of the Title Transfer Arrangement. If the Transferee becomes insolvent or defaults under the Title Transfer Arrangement, the Transferor's claim for delivery of equivalent Securities Collateral will not be secured and will be subject to the terms of the Title Transfer Arrangement and applicable law. Consequently, the Transferor may not receive such equivalent Securities Collateral (although the Transferor's exposure may be reduced to the extent that its liabilities to the Transferee under such Title Transfer Arrangement can be netted or set-off against the obligation of the Transferee to deliver equivalent Securities Collateral to the Transferor).

Upon transfer of the Securities Collateral by the Title Transfer Counterparty, the Company's obligations to transfer equivalent Securities Collateral in respect of the Title Transfer Arrangement, amongst other things, will be secured by the Mortgaged Property in respect of the Certificates. The Title Transfer Counterparty will not have any proprietary rights in the Securities Collateral transferred to the Company. If the Company defaults under the Title Transfer Arrangement, although the Title Transfer Counterparty's claim for delivery of equivalent Securities Collateral will benefit from security granted by the Company, the Title Transfer Counterparty's claim for delivery of equivalent Securities Collateral will, as a result of the applicable payment waterfall, be subordinated to prior ranking claims of certain other Secured Parties in respect of the Mortgaged Property. Consequently, the Transferor may not receive the equivalent Securities Collateral (although the Transferor's exposure may be reduced to the extent that its liabilities to the Transferee under such Title Transfer

Arrangement can be netted or set-off against an obligation on the Transferee to deliver equivalent Securities Collateral to the Transferor).

(ii) **Stay of proceedings following resolution process**

See "*Resolution of Financial Institutions*" above for information on the consequences of a resolution process being instituted against the Title Transfer Counterparty.

(iii) **Loss of voting rights in respect of Securities Collateral**

The Transferor in respect of any Securities Collateral will not be entitled to exercise, or direct the Transferee to exercise any voting, consent or similar rights attached to the Securities Collateral.

(iv) **No information provided in respect of Securities Collateral**

The Transferee will have title to any Securities Collateral and may or may not continue to hold such Securities Collateral and as such it will have no obligation to inform the Transferor of any corporate events or actions in relation to any Securities Collateral.

(e) Limited Liability of Transaction Parties

In certain circumstances (see, for example, "*Risks Relating to the Broker*" and "*Risks Relating to the Calculation Agent*"), a Transaction Party may take or not take certain actions set out in the Conditions or the Transaction Documents and its liability towards Certificateholders or any other Transaction Party for any losses or liabilities caused by doing so may be excluded. This generally includes (without limitation), in respect of each Transaction Party, any losses or liabilities arising from the exercise of any of its rights or the performance of any of its duties in accordance with the terms of the relevant Transaction Document and any reliance by it on the opinion or advice of, or information received from, any expert. In addition, a Transaction Party's liability may be excluded in the following circumstances (which are non-exhaustive):

(i) in respect of the Trustee, any enforcement of the Security or any act or default of the Trustee in relation to the Security, any issues encountered by the Trustee in relation to the validity, sufficiency or enforceability of the Security, any exercise or non-exercise of the Trustee of its functions or investment powers, any actions taken in connection with the occurrence of any redemption event, any actions by the Custodian, Broker, or any custodian, agent, delegate or nominee appointed by the Trustee, any reliance by the Trustee on certain certificates provided by the Company following the occurrence of a Regulatory Requirement Event and any reliance by the Trustee upon Extraordinary Resolutions;

(ii) in respect of the Custodian, any actions by a delegate of the Custodian (in connection with the Custody Agreement), any Clearing System, exchange, broker or third party, any actions taken or not taken by the Custodian in certain circumstances on Instructions from, or appearing to be from, an Authorised Representative of the Company, the Broker, the Trustee or the Counterparty and any failure by the Custodian to notify certain parties of certain changes in its credit rating;

(iii) in respect of the Agents, any reliance by the relevant Agent on any Certificate, Certificate or other document reasonably believed to be genuine; and

(iv) in respect of the Administrator, any failure by the Administrator to comply with any instruction, request or advice, any non-receipt by the Administrator of, or lack of authority of any person in relation to, any instruction, request or advice and any investments made by the Administrator in accordance with instructions or guidelines given by the board of directors of the Company.

If Certificateholders suffer any loss or receive a lower return in respect of their investment in the Certificates arising from a Transaction Party's actions or omissions, such exclusions of liability may limit the rights of redress for Certificateholders by denying them recourse against the relevant Transaction Party.

(f) Risks relating to the Custodian

The ability of the Company to meet its obligations with respect to the Certificates will be dependent upon receipt by the Company of payments from the Custodian under the Custody Agreement for the Certificates. Consequently, the Certificateholders are relying not only on the creditworthiness of the Outstanding Assets, but also on the creditworthiness of the Custodian in respect of the performance of its obligations under the Custody Agreement, subject to any relevant provisions or arrangements intended to provide that the Outstanding Assets comprising Counterparty Posted Collateral in the form of securities held with the Custodian are not beneficially owned by the Custodian and therefore would not be available to its creditors on any insolvency of the Custodian.

If there is an overpayment in respect of Outstanding Assets comprising Counterparty Posted Collateral held in the Custodian's account with a clearing system that leads to a subsequent clawback of such overpayment via the relevant clearing system, the Custodian may seek to recover the corresponding payments made in respect of the Certificates or may retain amounts payable in respect of the Certificates in order to recover the amount of such clawback.

Any cash deposited with the Custodian by the Company and any cash received by the Custodian for the account of the Company will be held by the Custodian as banker and not as trustee and will be a bank deposit. Accordingly, such cash will not be held as client and will represent only an unsecured claim against the Custodian's assets.

(g) Risks Relating to the Principal Paying Agent

Any payments made to Certificateholders in accordance with the terms and conditions of the Certificates will be made by the Principal Paying Agent on behalf of the Company. Pursuant to the Agency Agreement, the Company is to transfer to the Principal Paying Agent such amount as may be due under the Certificates, on or before each date on which such payment in respect of the Certificates becomes due.

If the Principal Paying Agent, while holding funds for payment to Certificateholders in respect of the Certificates, is declared insolvent, the Certificateholders may not receive all (or any part) of any amounts due to them in respect of the Certificates from the Principal Paying Agent. The Company will still be liable to Certificateholders in respect of such unpaid amounts but the Company will have insufficient assets to make such payments (or any part thereof) and Certificateholders may not receive all, or any part, of any amounts due to them. Consequently, the Certificateholders are relying not only on the creditworthiness of the Underlying Fund Shares, but also on the creditworthiness of the Principal Paying Agent in respect of the performance of its obligations under the Agency Agreement to make payments to Certificateholders.

(h) Risks relating to the Broker

(i) **Liquidation**

Where the Certificates are to be redeemed as a result of a redemption being triggered prior to the Maturity Date or where the Company fails to pay any amount owing on the Maturity Date, the Broker is generally required to sell or otherwise liquidate the Underlying Fund Shares by way of sale or redemption during a period known as the Liquidation Period. The Liquidation Period will generally be a period of 15 Payment Business Days.

The Broker is permitted to effect such liquidation at any time or at different times during the Liquidation Period or in stages in respect of smaller portions, but may not delay the liquidation beyond the Liquidation Period, and will not have any liability for if a higher price could have been obtained had such sale taken place at a different time during or after such Liquidation Period and/or had or had not been effected in stages in respect of smaller portions, except to the extent caused by the Broker's own gross negligence, fraud or wilful misconduct.

If the Broker has not been able to sell or otherwise liquidate all the relevant assets within the Liquidation Period (as extended by any Broker Replacement Event), the Broker must sell the relevant assets at its expiry irrespective of the price obtainable and regardless of such price being close to or equal to zero.

The Broker shall not be required to take any further action if the Broker determines, acting in good faith and in a commercially reasonable manner, that there has been a Liquidation Failure Event. A Liquidation Failure Event means that the Broker determines, acting in good faith and in commercially reasonable manner, that it is not permitted under applicable laws or under its internal policies having general application or it is otherwise not possible or practicable for the relevant assets to be liquidated by the Broker on behalf of the Company as required by the Conditions other than by reason of the nature or status of the relevant transferee. The Broker shall not be liable for the effect of any Liquidation Failure Event.

(ii) **Resignation following loss of licence**

If, for whatever reason, the Broker ceases to have any licence that it considers necessary to perform its role, it may resign its appointment at any time without giving any reason by giving the Company at least 60 days' notice to that effect. The Company will be required to appoint a replacement institution to take its place. Arranging for, and appointing, any such replacement may delay any required liquidation of the Underlying Fund Shares and related payments on the Certificates.

(i) Risks relating to the Calculation Agent

(i) **Limited liability of Calculation Agent**

All calculations and determinations made by the Calculation Agent shall (save in the case of manifest error) be final and binding on the Company, the Trustee, the agents appointed under the Agency Agreement and the Certificateholders. In making any calculation or determination in respect of the Certificates, or delivering any notice in respect of the Certificates or exercising any discretion, the Calculation Agent assumes no responsibility or liability to anyone other than the Company for whom it acts as agent. In particular, it assumes no responsibility to Certificateholders, the Trustee or any other persons in respect of its role as Calculation Agent and, without limitation, shall not be liable for any loss (whether a loss of profit, loss of opportunity or consequential loss), cost, expense or any other damage suffered by any such person.

In addition, the Calculation Agent shall not be liable to the Company for any errors in calculations or determinations made by it in respect of the Certificates, or any failure to make, or delay in making, any calculations or determinations in the manner required of it by the Conditions save that the Calculation Agent shall be liable to the Company (but not to any other person or persons, including Certificateholders and the Trustee) where such error, failure or delay arose out of its bad faith, fraud or gross negligence, as described in more detail in the Conditions.

Where the Calculation Agent, (acting in good faith and in a commercially reasonable manner) determines that, as a result of market disruption, force majeure, systems failure or any other

event of an analogous nature, it is unable to make a calculation or determination in the manner required by the Conditions, then the Calculation Agent shall not be liable for failure to make such calculation or determination in the required manner, except to the extent caused by the Calculation agent's own gross negligence, fraud or wilful misconduct.

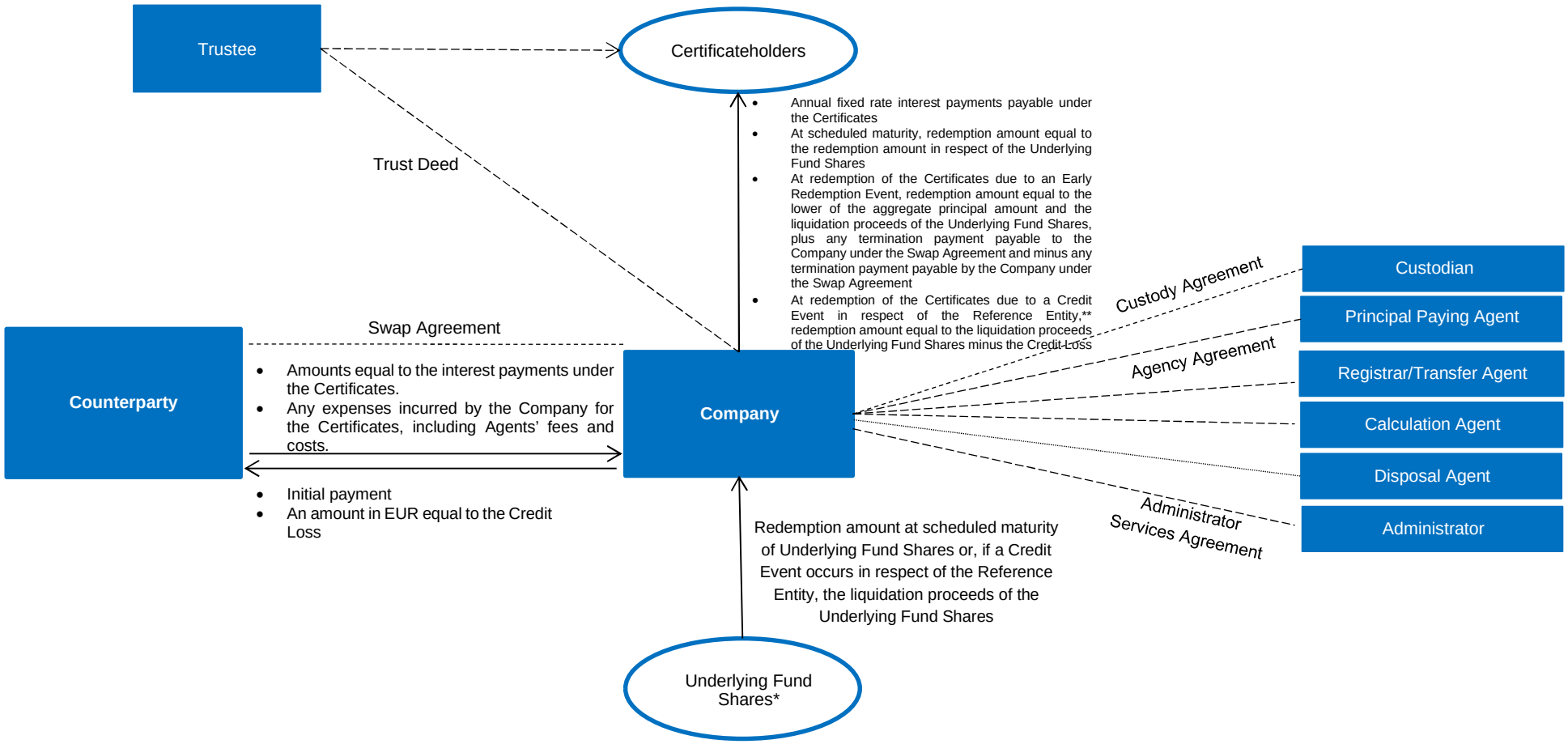
Where the Calculation Agent (acting in good faith and in a commercially reasonable manner) determines that (i) it has not received the necessary information from any person or other source that is expected to deliver or provide the same pursuant to the Conditions or any Related Agreement which means that it is unable to make a determination required of it in accordance with the Conditions or the provisions of a Related Agreement and/or (ii) one or more provisions (including any mathematical terms and formulae) contained in the Conditions or any Related Agreement appear to the Calculation Agent (taking into account the context of the transaction as a whole and its background understanding) to be erroneous on the basis that it is impossible to make such calculation or that such provisions produce a result that, in the opinion of the Calculation Agent, is economically nonsensical, the Calculation Agent shall be permitted to make its determination on the basis of the provisions of the Conditions or such Related Agreement but may make such amendments thereto as, in its opinion, are necessary to cater for relevant circumstances falling under (i) and/or (ii) above, provided always that in so doing the Calculation Agent acts in good faith and in a commercially reasonable manner.

(j) Systemic Risk

Financial institutions and other significant participants in the financial markets that deal with each other are interrelated as a result of trading, investment, clearing, counterparty and other relationships. This risk is sometimes referred to as "systemic risk". Financial institutions such as the Arranger, the Broker, the Dealer, the Trustee, the Counterparty, the Custodian and the Agents (or any Affiliate of any of them) and the Fund (or any guarantor or credit support provider in respect thereof) that are financial institutions or are significant participants in the financial markets are likely routinely to execute a high volume of transactions with various types of counterparties, including brokers and dealers, commercial banks, investment banks, insurers, mutual and hedge funds, and institutional clients. To the extent they do so, they are and will continue to be exposed to the risk of loss if counterparties fail or are otherwise unable to meet their obligations. In addition, a default by a financial institution or other significant participant in the financial markets, or concerns about the ability of a financial institution or other significant participant in the financial markets to meet its obligations, could lead to further significant systemic liquidity problems and other problems that could exacerbate the global financial crisis and, as such, have a material adverse impact on other entities.

TRANSACTION STRUCTURE DIAGRAM

The diagram below is intended to provide an overview of the structure of the transaction. Prospective Certificateholders should also review the detailed information set out elsewhere in this Prospectus for a description of the transaction structure and relevant cashflows prior to making any investment decision. In the diagram below dotted lines represent contractual relationships and solid lines represent cashflows.



* "**Underlying Fund Shares**" means the up to EUR 100,000,000 of Class A Acc of Dynamic Profile Fineco AM Fund I, a sub-fund of FAM SERIES UCITS ICAV, due 4 July 2030 held by the Company.

** "**Reference Entity**" means Telecom Italia S.p.A..

CONFLICTS OF INTEREST

General

J.P. Morgan SE ("**JPMSE**") and any of their Affiliates are acting in a number of capacities in connection with the issue of the Certificates. JPMSE and any of their Affiliates acting in such capacities in connection with the transactions described herein in respect of such issue of the Certificates shall have only the duties and responsibilities expressly agreed to by such entity in the relevant capacity and shall not, by virtue of their or any other Affiliates acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to hold a standard of care other than as expressly provided with respect to each such capacity. JPMSE or any of their Affiliates in their various capacities in connection with the contemplated transactions may enter into business dealings, including the acquisition of the Certificates, from which they may derive revenues and profits in addition to any fees stated in the various documents, without any duty to account therefor.

JPMSE and any of their Affiliates may from time to time be in possession of certain information (confidential or otherwise) and/or opinions with regard to the Fund and/or the Reference Entity which information and/or opinions might, if known by a Certificateholder, affect decisions made by it with respect to its investment in the Certificates. Notwithstanding this, none of JPMSE or any of their Affiliates shall have any duty or obligation to notify the Certificateholders or the Company, the Arranger, the Broker, the Dealer, the Trustee, the Counterparty, the Custodian or any other Agent, or any Affiliate of any of them (including any directors, officers or employees thereof), of such information and/or opinions.

JPMSE and any of their Affiliates may deal in any Underlying Fund Shares and may accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business transactions with, the obligors of the Fund and/or the Reference Entity and may act with respect to such transactions in the same manner as if the relevant Swap Agreement and Certificates did not exist and without regard to whether any such action might have an adverse effect on the issuer of the Underlying Fund Shares, the Company or the holders of the Certificates.

JPMSE and any of their Affiliates may at any time be active and significant participants in or act as market maker in relation to a wide range of markets for currencies, instruments relating to currencies, securities and derivatives. Activities undertaken by JPMSE and any of their Affiliates may be on such a scale as to affect, temporarily or on a long-term basis, the price of such currencies, instruments relating to currencies, securities and derivatives or securities and derivatives based on, or relating to the Certificates or the Underlying Fund Shares. Notwithstanding this, none of JPMSE or any of their Affiliates shall have any duty or obligation to take into account the interests of any party in relation to any Certificates when effecting transactions in such markets.

One or more of the J.P. Morgan Companies may:

(i) have placed or underwritten, or acted as a financial arranger, structuring agent or adviser in connection with the original issuance of, or may act as a broker or dealer with respect to certain obligations relating to the Underlying Fund Shares;

(ii) act as trustee, paying agent and in other capacities in connection with certain obligations relating to the Underlying Fund Shares or other classes of securities issued by an issuer of, or obligors with respect to, the Underlying Fund Shares or an affiliate thereof;

(iii) be a counterparty to issuers of, or obligors with respect to, certain obligations relating to any of the Underlying Fund Shares under swap or other derivative agreements;

(iv) lend to certain of the issuers of, or obligors with respect to, certain obligations relating to any of the Underlying Fund Shares or their respective Affiliates or receive guarantees from such issuers, obligors or their respective Affiliates;

(v) provide other investment banking, asset management, commercial banking, financing or financial advisory services to the issuers of, or obligors with respect to, certain obligations relating to the Underlying Fund Shares or their respective Affiliates; or

(vi) have an equity interest, which may be a substantial equity interest, in certain issuers of, or obligors with respect to, the Underlying Fund Shares or their respective Affiliates.

When acting as a trustee, paying agent or in other service capacities with respect to certain obligations relating the Underlying Fund Shares, any of the J.P. Morgan Companies may be entitled to fees and expenses senior in priority to payments on such obligations relating to the Underlying Fund Shares. If acting as a trustee for other classes of securities issued by the Fund and/or the Reference Entity or an affiliate thereof, it will owe fiduciary duties to the holders of such other classes of securities, which classes of securities may have differing interests from the holders of the class of securities of which any Underlying Fund Shares is a part and may take actions that are adverse to the holders (including the Company) of the class of securities of which any of the Underlying Fund Shares is a part. As a counterparty under swaps and other derivative agreements, any of the J.P. Morgan Companies may take actions adverse to the interests of the Company, including, but not limited to, demanding collateralisation of its exposure under such agreements (if provided for thereunder) or terminating such swaps or agreements in accordance with the terms thereof. In making and administering loans and other obligations, any of the J.P. Morgan Companies may take actions including, but not limited to, restructuring a loan, foreclosing on or exercising other remedies with respect to a loan, requiring additional collateral or other credit enhancement, charging significant fees and interest, placing the issuers of, or obligors with respect to, certain obligations relating to the Underlying Fund Shares in bankruptcy or demanding payment on a loan guarantee or under other credit enhancement. As a result of all such transactions or arrangements between the J.P. Morgan Companies and issuers of, and obligors with respect to, certain obligations relating to the Underlying Fund Shares or their respective Affiliates, the J.P. Morgan Companies may have interests that are contrary to the interests of the Company and the Certificateholders.

Counterparty

Notwithstanding the generality of the previous section, prospective investors should be aware that, where the Counterparty is entitled to exercise its discretion or to undertake a decision in such capacity in respect of the Swap Agreement (including any right to terminate the Swap Agreement), in respect of the terms and conditions or otherwise in respect of the Certificates, unless specified to the contrary therein, the Counterparty will be entitled to act in its absolute discretion and will be under no obligation to, and will not assume any fiduciary duty or responsibility for, the Certificateholders or any other person. In exercising its discretion or deciding upon a course of action, the Counterparty shall attempt to maximise the beneficial outcome for itself (that is maximise any payments due to it and minimise any payments due from it) and will not be liable to account to the Certificateholders or any other person for any profit or other benefit to it or any of its Affiliates that may result directly or indirectly from any such selection.

COMMONLY ASKED QUESTIONS

This section is intended to answer some of the questions which investors may have when considering an investment in the Certificates. However, any decision to invest in the Certificates should only be made after careful consideration of all relevant sections of this Prospectus and the Conditions. This section should be treated as an introduction to the Company and the terms of the Certificates. It is not intended to be a substitute for, nor a summary of, the Conditions.

Capitalised terms shall have the meanings given to them in the Conditions.

Contents of Commonly Asked Questions

1. What documents do you need to read in respect of the issuance of the Certificates?
2. Who is the Company?
3. What does the Company do with the issue proceeds of the Certificates?
4. What are the Outstanding Charged Assets, Counterparty Posted Collateral, Outstanding Assets and Mortgaged Property?
5. Do Certificateholders have recourse to particular assets of the Company?
6. Who will be the Counterparty?
7. What happens if the Counterparty defaults?
8. Under what circumstances may the Certificates be redeemed before their stated maturity?
9. What is the interest payable under the Certificates?
10. What is the Early Redemption Amount?
11. What is the order of priority?
12. How much of your investment is at risk?
13. Who is the “Certificateholder”?
14. What rights do Certificateholders have against the Company?
15. What are the requirements for exercising Certificateholders’ rights in respect of the Certificateholders?
16. How do you exercise a right to vote or enforce your rights in respect of the Certificates?
17. Who can enforce rights against the Company if the Company has failed to make a payment on the Certificates?
18. How are payments made to you?
19. When are payments made to investors?
20. Who calculates the amounts payable to you?
21. Are the Calculation Agent’s determinations binding on you?
22. Will you be able to sell your Certificates?
23. What will be the price of the Certificates in such circumstances?
24. Are there any fees, expenses or taxes to pay when purchasing, holding or selling Certificates? What other taxes might affect the Certificates?

25. Can the Company amend the conditions of Certificates once they have been issued without your consent?

26. Are the Certificates credit-linked?

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30. What is a Credit Event?

31. Which Credit Events apply to the Certificates?

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34. When can an Event Determination Date occur?

35. Can an Event Determination Date only occur if a CDDC determines that one has occurred?

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38. In what circumstances might the maturity of the Certificates be extended?

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40. What interest or coupon payments will Certificateholders receive?

41. Does credit risk affect the value of the Certificates in any other way?

42. How do changes in share prices of the Reference Entity affect the value of the Certificates?

43. What are the Credit Derivatives Determinations Committees and how do they affect the Certificates?

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45. What is a "Successor" to the Reference Entity and how can succession affect the Certificates?

46. Can a succession occur prior to the Trade Date?

47. What is the role of the Calculation Agent in deciding certain issues or exercising certain rights or options in relation to the Certificates?

Questions

1. What documents do you need to read in respect of the issuance of the Certificates?

You must read this Prospectus in conjunction with all documents which are incorporated herein by reference.

What information is included in this Prospectus?

This Prospectus contains general information about the Certificates which are issued under the Programme. In particular, it contains the master terms and conditions of the Certificates in the section entitled "*Master Conditions*" and the Pricing Conditions for the Certificates in the section entitled "*Pricing Conditions*". The Master Conditions must be read together with the applicable Pricing Conditions for the Certificates.

This Prospectus discloses information about the Underlying Fund Shares and the Fund in the section of the Prospectus entitled "*Description of the Fund and the Underlying Fund Shares*" and information about the Reference Entity in the section of the Prospectus entitled "*Description of the Reference Entity*".

In addition, this Prospectus discloses information about the Company in the section of the Prospectus entitled "*Description of the Company*".

This Prospectus discloses information about the terms and conditions of the offer in the section of the Prospectus entitled "*Terms and Conditions of the Offer*". It also includes restrictions about who can buy such Certificates and risk factors relating to the Company and the Certificates issued under this Programme.

It also contains certain tax information, although you should always seek specialist advice which has been tailored to your circumstances.

What information is included in the Pricing Conditions?

While the Master Conditions include general information about all Certificates, the Pricing Conditions sets out the specific details of this particular issuance of Certificates. The Pricing Conditions amend, supplement and/or complete the Master Conditions and contain, for example, the issue date, the maturity date and the methods used to calculate the redemption amount and any interest payments, as well as any other terms applicable to these particular Certificates.

2. Who is the Company?

The Company is a special purpose entity whose only business is to issue debt securities such as the Certificates and to enter into related transactions. The directors of the Company may be employees of the administrator of the Company, which may also act as the share trustee and the secretary of the Company. The Company is not an affiliate or a subsidiary of any J.P. Morgan entity, and its obligations are not guaranteed by any other party.

3. What does the Company do with the issue proceeds of the Certificates?

The Company will use part of the issue proceeds of the Certificates to purchase the Underlying Fund Shares. The Underlying Fund Shares are specified in the Pricing Conditions of the Certificates.

In addition, as specified in the Pricing Conditions of the Certificates, the Company will enter into a Swap Agreement with the Counterparty and will use the remaining part of the issue proceeds to make an initial payment to the Counterparty under the Swap Agreement.

The Underlying Fund Shares are referred to as the "Outstanding Charged Assets".

The Outstanding Charged Assets and the Swap Agreement will generally be the only assets available to the Company to fund its payment obligations under the Certificates. The payments under such assets (both to and from the Company) will be designed to ensure that the Company has sufficient funds to meet its payment obligations under the Certificates and to meet any related payment obligations.

4. What are Outstanding Charged Assets, Counterparty Posted Collateral, Outstanding Assets and Mortgaged Property?

As described above, the Underlying Fund Shares are known as the Outstanding Charged Assets.

The Company and the Counterparty will enter into a Credit Support Annex, pursuant to which the Counterparty is required to provide collateral to the Company for its obligations under the Swap Agreement. Any such collateral posted by the Counterparty under the Credit Support Annex from time to time is referred to as "Counterparty Posted Collateral".

"Outstanding Assets" is used in the Conditions to refer to the Underlying Fund Shares and the Counterparty Posted Collateral.

"Mortgaged Property" is used in the Conditions to refer to the Underlying Fund Shares, the charged rights under the Agency Agreement, Custody Agreement and the Swap Agreement and any assets, property, income, rights and/or agreements from time to time charged to the Trustee securing the Certificates.

5. Do Certificateholders have recourse to particular assets of the Company?

The Certificateholders and the other Transaction Parties will have recourse to the Mortgaged Property for the Certificates. The Mortgaged Property includes the Underlying Fund Shares and the Company's rights under the Swap Agreement.

You should note that the Certificateholders and the other Transaction Parties will have recourse *only* to the Mortgaged Property in respect of the relevant Certificates and not to any other assets of the Company. Certificateholders' claims (and those of other Transaction Parties) will be limited to the Mortgaged Property and subject to the order of priority referred to below. If the Mortgaged Property is not sufficient to meet Certificateholders' claims and those of all the other relevant parties, the Mortgaged Property will be used to meet claims according to a specified order of priority. Amounts owing to the Counterparty under the Swap Agreement, and certain other sums payable to certain Transaction Parties, will be paid before Certificateholders. If there is no Mortgaged Property left after paying them, Certificateholders will not be paid.

6. Who will be the Counterparty?

The Counterparty to the Swap Agreement is J.P. Morgan SE.

The original Counterparty may be substituted in the circumstances described in the Conditions.

7. What happens if the Counterparty defaults?

See paragraph 8(iv) ('*Under what circumstances may the Certificates be redeemed before their stated maturity? – Counterparty Default or Insolvency*') below.

8. Under what circumstances may the Certificates be redeemed before their stated maturity?

Each Certificate has a scheduled maturity date as stated in the Pricing Conditions (the "**Scheduled Maturity Date**"). The maturity date of a Certificate may be extended after the Scheduled Maturity Date in certain cases, for example, if a potential credit event has occurred before the Scheduled Maturity Date, and a determination of whether such potential credit event will become an actual Credit Event has yet to be made.

The Certificates may be redeemed prior to their stated maturity in any of the following circumstances and in any additional circumstance that may be specified in the relevant Pricing Conditions:

(i) Charged Assets Default

If the Fund defaults on its obligations in respect of the Underlying Fund Shares, fails to pay any amount of principal or interest in respect of the Underlying Fund Shares on a scheduled date (including due to an early redemption or repayment), or becomes insolvent, that will constitute an Event of Default for the purposes of the Certificates. As a result, the Trustee may require the Certificates to become due and repayable at their Early Redemption Amount. The Trustee is required to do so if requested by the requisite number of Certificateholders and otherwise may do so at its discretion (provided that, in each case, it has been indemnified and/or secured and/or pre-funded to its satisfaction against all Related Liabilities). If the Trustee does not require the Certificates to become due and repayable within 30 days of the date on which the relevant Event of Default occurred and

such Event of Default is continuing after such period, the Certificates shall automatically become due and repayable on the Early Redemption Date at their Early Redemption Amount without further action by the Trustee.

(ii) Certain Tax Events

If any of the Underlying Fund Shares are called for redemption or repayment prior to their scheduled maturity date as a result of any tax or associated reporting requirement being imposed, or if tax will be withheld or deducted from payments made to the Company, or if the Company will be required to pay any tax in respect of the payments it receives, the Certificates will be redeemed at the Early Redemption Amount.

In addition, if any Certificateholder fails to provide any documentation, information or waiver as may be required by the Company for the purpose of its compliance with any applicable law (including, without limitation, any Information Reporting Regime) or any agreement entered into by the Company pursuant thereto, the Company may, but shall not be required to, redeem the Certificates in respect of which the failure has occurred at their fair value (as determined by the Calculation Agent) and may liquidate, terminate and/or realise a proportionate part of the Mortgaged Property in such manner as it deems appropriate in the relevant circumstances.

In addition, in certain circumstances where the Company is or will be required to withhold or deduct an amount for tax in respect of any payments made by it under the Certificates or if it is subject to a tax charge or any law, regulation, regulatory requirement or double taxation convention or the interpretation or application thereof that would materially increase its operating or administrative costs or the costs of performing its obligations in respect of the Certificates (and such increased cost or increased operating or administrative cost, as the case may be, is beyond the control of the Company or the Calculation Agent), the Company shall use reasonable endeavours to change its place of residence or to transfer its obligations to another entity, so that the increased costs or tax would be avoided.

The Company will not be obliged to do so if the relevant tax or increased cost is in some way connected to the particular Certificateholder. The Company shall not be required to incur material costs in respect of such a change or transfer and will need to obtain the consent of, among others, the Counterparty. If no such change of residence or replacement of the Company with another entity occurs, the Certificates will be redeemed at their Early Redemption Amount.

(iii) Termination of Swap Agreement

If the Swap Agreement is terminated early, the Certificates will be redeemed at their Early Redemption Amount.

The section of this Prospectus titled “The Swap Agreement” describes the events that may lead to the termination of the Swap Agreement. These include certain payment defaults, breaches of agreement and insolvency as well as the occurrence of certain illegality, redenomination and force majeure events, certain tax-related events, certain regulatory events, notification by the Calculation Agent to the Company that the Certificates will be redeemed and certain amendments to the terms of the Certificates and the Transaction Documents when made without the Counterparty’s consent.

(iv) Market Value Early Redemption Event

If the Calculation Agent determines that the market value of the Certificates is less than, or equal to, the Market Value Threshold, the Company shall direct the redemption of the Certificates at their Early Redemption Amount.

(v) Redemption following a Fund Event

If the Calculation Agent determines that a Fund Event has occurred (being in summary, events which materially impact the business of the Fund, its management company or its service providers, including insolvency, a merger of the Fund, termination of the Fund, nationalisation of the Fund, and any fund extraordinary events (such as litigation involving the Fund, events which affect the calculation of the net asset value and performance of the Fund, or which affect the trading of the Fund, any operational failures, other legal or regulatory constraints or a material change in the composition of assets in which the Fund invests from that as at the Trade Date) the Company shall direct the redemption of the Certificates at their Early Redemption Amount.

(vi) Events of Default

The Certificates may be redeemed early upon the occurrence of certain defined Events of Default. These include a default (for a period of at least five business days) in the payment of any principal or interest due in respect of the Certificates, a failure by the Company to perform any of its other obligations in relation to the Certificates if such failure continues for 30 days after the Trustee gives notice to the Company requiring such failure to be remedied (or such longer period as the Trustee may permit), the insolvency of the Company and, as described under paragraph (i) "Charged Assets Default" above, a default on any Underlying Fund Shares or by their obligor. If an Event of Default occurs, the Trustee may at its discretion give notice that the Certificates are due and repayable on the Early Redemption Date at their Early Redemption Amount (subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction against all Related Liabilities). The Trustee is required to give such notice if requested to do so by the requisite number of Certificateholders (provided that it has been indemnified and/or secured and/or pre-funded to its satisfaction against all Related Liabilities). If such notice is not given within 30 days of the date on which the relevant Event of Default occurred and the relevant Event of Default is continuing, the Certificates shall automatically become due and repayable on the Early Redemption Date at their Early Redemption Amount without further action by the Trustee (each of (i) to (vii), being an "**Early Redemption Event**").

The Certificates may also be redeemed early upon the occurrence of a Credit Event in respect of the Reference Entity. For further information, please see Commonly Asked Question 37 (*How is the Credit-Linked Redemption Amount determined?*).

9. What is the interest payable under the Certificates?

The payment of interest amounts by the Company is, in respect of (i) the Interest Accrual Period from, and including, the Interest Commencement Date to, but excluding, 20 December 2024, a fixed rate of 35.00 per cent. per annum, (ii) the Interest Accrual Period from, and including, 20 December 2024 to, but excluding, 11 July 2025, a fixed rate of 4.621 per cent. per annum; and (iii) each Interest Accrual Period thereafter, 2.58 per cent. per annum. payable in arrear on each Specified Interest Payment Date.

10. What is the Early Redemption Amount?

The Early Redemption Amount payable to Certificateholders if the Certificates are redeemed prior to their stated maturity due to the occurrence of an Early Redemption Event will generally be an amount equal to their share of (i) the lower of (a) the aggregate principal amount of the Certificates and (b) the proceeds of the sale or redemption of the Underlying Fund Shares plus (ii) any termination payment payable by the Counterparty to the Company in respect of the Swap Agreement (if any), and minus (iii) any termination payment payable by the Company to the Counterparty in respect of the Swap Agreement (if any) plus (iv) an amount, subject to a minimum of zero, equal to such proceeds of the redemption or sale of the Underlying Fund Shares minus

the aggregate principal amount of the Certificates and minus (v) any payments owed by the Company to any other Transaction Parties which rank in priority to the claims of Certificateholders.

How are Outstanding Charged Assets liquidated?

The Broker will liquidate (sell or otherwise turn into cash by requiring the Fund to redeem the Underlying Fund Shares by submitting a redemption request in respect of the Underlying Fund Shares on behalf of the Company to the Fund) the Outstanding Charged Assets on behalf of the Company over a 10 Payment Business Day period (or such shorter period as it determines), except for any Outstanding Charged Assets that are due to redeem in full during that period. However, no such liquidation will be affected if the Broker is not permitted to effect such liquidation under applicable laws or under its internal policies having general application or it is otherwise not possible or practicable for it to do so.

The Broker may sell to itself or to any affiliate of itself or the Counterparty (if different), provided that such sale is in accordance with the procedure prescribed in the Conditions and at a price which it believes to be a fair market price.

What happens to assets posted under the Credit Support Annex (if applicable)?

If the Counterparty has posted assets to the Company, then during the Liquidation Period the Broker will sell any such Counterparty Posted Collateral. The proceeds of such sale will be available to the Company to meet its payment obligations, and the termination payment due under the Swap Agreement will take into account the realisation value of that Counterparty Posted Collateral (to give the Counterparty credit for them). By way of example, if the termination amount under the Swap Agreement would be EUR 10,000,000 payable by the Counterparty to the Company but the Counterparty had transferred Counterparty Posted Collateral to the Company worth EUR 12,000,000 then on a termination the Company would owe the net sum of EUR 2,000,000 to the Counterparty.

Who is the Broker?

The Broker is J.P. Morgan SE.

What happens if the Outstanding Assets are not liquidated by the Early Valuation Date?

If any Outstanding Assets have not been liquidated by the Early Valuation Date, including in circumstances where it is illegal, impossible or impracticable, or not permitted under its internal policies having general application, for the Broker to liquidate the relevant assets, the Company will be unable to pay the Early Redemption Amount in full on the Early Redemption Date. You will have to wait until such assets have been realised to receive amounts due on the Certificates and no additional interest shall be payable as a result of such delay. Any default in payment of the Early Redemption Amount on the Early Redemption Date (whether in full or in part) will be an Enforcement Event. This means that the Trustee can, and will if directed by the requisite number of Certificateholders or by the Counterparty (provided in each case that it has been indemnified and/or secured and/or pre-funded to its satisfaction against all Related Liabilities) take action to enforce the security over the Mortgaged Property. This may include a sale of the Outstanding Assets, which, where practicable, and if so elected by the Trustee, will be effected by the Broker on behalf of the Trustee. The proceeds of the enforcement will be distributed in accordance with the specified order of priority.

If any of the Outstanding Assets have not been liquidated by the Early Valuation Date, the Early Redemption Amount will be determined based on the fair market value (as determined by the Calculation Agent) of the relevant assets instead of sale proceeds. However, when those assets have finally been realised (for example by or on behalf of the Trustee), if the Early Redemption Amount that would have been calculated using such actual proceeds is greater than the Early

Redemption Amount that was calculated using such fair market value, the Company shall owe the difference to the Certificateholders. If the actual realisation proceeds are less than the fair market value used to determine the Early Redemption Amount, you will receive less than the Early Redemption Amount.

When is the Early Valuation Date and when is the Early Redemption Date?

The Early Valuation Date is the date as of which the Calculation Agent will determine the Early Redemption Amount in respect of the Certificates. The Early Redemption Date is the date on which the Early Redemption Amount will become due and payable. Unless specified otherwise in the Pricing Conditions, the Early Valuation Date is the day falling five Payment Business Days before the Early Redemption Date.

The Early Redemption Date will depend on the timing of the liquidation of the Outstanding Charged Assets. It will generally be the seventh Payment Business Day following the date on which the Company notifies the Calculation Agent and Counterparty of the receipt in full of the liquidation proceeds, but with a long-stop date falling 20 Payment Business Days after the first day of the liquidation period for the Outstanding Charged Assets. Where the early redemption is caused by an early redemption of the Outstanding Charged Assets, the relevant liquidation period begins on the Payment Business Day prior to the early redemption date of such assets. Otherwise, the liquidation period generally begins when the Company gives notice of the early redemption of the Certificates or when the Trustee gives notice declaring the Certificates due and payable following an Event of Default.

How will the termination payment under the Swap Agreement be calculated?

The termination payment under the Swap Agreement will be based on the value, to the determining party, of the Swap Agreement as at the Early Termination Date (determined on the Early Valuation Date or as soon as reasonably practicable thereafter), taking into account all of the amounts that would have been payable by each party if the swap had not terminated. This amount could be negative (in which case the termination payment would be made by the determining party) or positive (in which case the termination payment would be made by the other party). The termination payment will usually be calculated by the Counterparty, unless the Counterparty's default triggered the termination of the Swap Agreement.

11. What is the order of priority?

If the Certificates redeem early, or if there is a default at maturity (whether in respect of the Outstanding Assets, by the Company or the Counterparty, or otherwise), or if there is an enforcement of security then the proceeds of the Mortgaged Property will be applied in accordance with a specified order of priorities. In such order of priorities, the claims of other creditors of the Company in respect of the Certificates will be met before the claims of the Certificateholders. Amounts paid in priority to the Certificateholders include, among other things, (i) payments due to the Trustee, (ii) payments due to the Counterparty under the Swap Agreement (if any) and (iii) any payments due to the Custodian and/or the Principal Paying Agent. The Mortgaged Property is the only property the Company has from which to meet the claims in respect of the Certificates. As a result of other claims having priority to those of the Certificateholders, this means there may not be enough cash for the Company to meet its obligations to Certificateholders (whether in full or at all).

12. How much of your investment is at risk?

If the Certificates have not redeemed prior to the Scheduled Maturity Date, and an Event Determination Date in respect of a Credit Event has not occurred, the Final Redemption Amount (as set out in the Pricing Conditions) will be payable in respect of each Certificate. The Final Redemption Amount is expressed to be an amount in EUR determined by the Calculation Agent equal to (i) EUR 1,000 (being 100 per cent. of such Certificate's principal amount) plus (ii) subject

to a minimum of zero, such Certificate's *pro rata* share of the aggregate redemption amount comprised of cash in respect of the Underlying Fund Shares payable on their maturity date minus the aggregate principal amount of the Certificates. The redemption amount payable in respect of the Underlying Fund Shares on their maturity date will be dependent on the net asset value per Underlying Fund Share at the time. If the value of the Underlying Fund Shares does not move in the anticipated direction and at maturity is less than the principal amount of the Certificates, although the final redemption amount in such circumstances is expressed to be an amount equal to the principal amount of each Certificate, Certificateholders' claims in respect of such amount will be subject to the limited recourse provisions in respect of the Certificates. This means that Certificateholders will have recourse only to the Mortgaged Property in respect of the payment of the final redemption amount under the Certificates, which will be an amount that is less than the principal amount of the Certificates, and not to any other assets of the Company and therefore the amount payable on the maturity date may be less than your original investment and may even be zero.

If an Event Determination Date has occurred in respect of a Credit Event, the Credit-Linked Redemption Amount (as defined in the Pricing Conditions) will be payable in respect of each Certificate on the Credit-Linked Redemption Date (as defined in the Pricing Conditions). The Credit-Linked Redemption Amount is expressed to be an amount in EUR determined by the Calculation Agent equal to each Certificate's *pro rata* share of (a) the lower of (x) the aggregate principal amount of the Certificates and (y) the aggregate liquidation proceeds in respect of the Underlying Fund Shares minus (b) the Credit Loss suffered in relation to the Reference Entity (the Credit Loss being the product of the (x) aggregate principal amount of the Certificates and (y) 100 per cent. minus the Applicable Price in respect of certain specified obligation(s) of the Reference Entity, subject to a minimum of zero) plus (c) an amount, subject to a minimum of zero, equal to such aggregate liquidation proceeds in respect of the Underlying Fund Shares minus the aggregate principal amount of the Certificates. The Applicable Price is determined based on the price of certain specified obligation(s) of the Reference Entity following the occurrence of a Credit Event and will be determined either (a) through a standardised auction process, organised by the Credit Derivatives Determinations Committee ("**CDDC**") or (b) where a relevant auction does not occur, a request is not made to a CDDC to determine whether a Credit Event has occurred or a CDDC resolves not to determine a question posed to it in relation to the potential occurrence of a Credit Event, by the Calculation Agent.

In addition, you should note that even in cases where you are entitled to receive 100 per cent. or more of the principal amount of the Certificates, you will still be exposed to the credit risk of the Fund and to the credit risk of the Custodian, the Principal Paying Agent, the Paying Agent(s) and the Counterparty to the Swap Agreement. If there is default on those assets, or by the Custodian, the Principal Paying Agent, the Paying Agent(s) or the Counterparty under the Swap Agreement, you are highly likely to lose some or all of your money.

In certain circumstances, where the Certificates are held on behalf of a clearing system, the Company will be entitled to rely upon approval of a resolution proposed by the Company or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communication systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in principal amount of the Certificates for the time being outstanding, and neither the Company nor the Trustee will be liable or responsible to anyone for such reliance.

In other circumstances where electronic consent is not being sought, Certificateholders may also pass written resolutions on matters relating to the Certificates without calling a meeting. A written resolution signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Certificates will be deemed to be an Extraordinary Resolution. For the purpose of determining whether a written resolution has been validly passed, the Company and the Trustee

shall be entitled to rely on consent or instructions given in writing directly to the Company and/or the Trustee, as the case may be, by accountholders in the clearing system with entitlements to the Certificates and/or, where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person for whom such entitlement is ultimately beneficially held (directly or via one or more intermediaries), provided that the Company and the Trustee have obtained commercially reasonable evidence to ascertain the validity of such holding and have taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction and prior to the effecting of such amendment and provided that reasonable steps shall include the obtaining of an undertaking from the accountholder and/or beneficiary, as applicable, that they will not transfer any or all of such holding prior to the earlier of (i) the effecting of such amendment and (ii) a specified long-stop date. Any resolution passed in such manner shall be binding on all Certificateholders, even if the relevant consent or instruction proves to be defective. As used in this paragraph, "**commercially reasonable evidence**" includes any certificate or other document issued by Euroclear, Clearstream, Luxembourg or any other relevant clearing system, and/or issued by an accountholder of them or an intermediary in a holding chain, in relation to the holding of interests in the Certificates. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal amount of the Certificates is clearly identified together with the amount of such holding. Neither the Company nor the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

Such a written resolution or an electronic consent described in the previous paragraphs may be effected in connection with any matter affecting the interests of Certificateholders that would otherwise be required to be passed at a meeting of Certificateholders and shall take effect as an Extraordinary Resolution. These provisions permit defined majorities to bind all Certificateholders including Certificateholders who did not attend and vote at the relevant meeting or in respect of the relevant resolution (or participate in the written resolution or electronic consent, as the case may be) and Certificateholders who voted in a manner contrary to the majority (either in a meeting or by written resolution).

13. Who is the "Certificateholder"?

As the Certificates are held through a clearing system, the legal "Certificateholder" will be the entity nominated by the clearing system as the depositary for the Certificates (known as the common depositary). Such entity will hold the Certificates for the benefit of the clearing systems. As an investor, your rights in relation to the Certificates will be governed by the contract you have with your broker, custodian or other entity through which you hold your interest in the Certificates and the contracts they have with the clearing system and any intermediaries in between. Accordingly, where this Prospectus describes a right as being owed to, or exercisable by, a Certificateholder then your ability to benefit from or exercise such right will be dependent on the terms of the contracts in such chain.

14. What rights do Certificateholders have against the Company?

Certificateholders' rights include the right to any payments payable to Certificateholders in accordance with the Conditions. Certificateholders may also have the right to make certain determinations or decisions (which may sometimes be required to be by a resolution of Certificateholders or which may simply require a direction in writing by a specified percentage of Certificateholders) and the Company may only take certain actions with respect to the Certificates if approved by Certificateholders. Certificateholders should note that, notwithstanding they may

be owed payments under the Certificates, their rights of direct action against the Company are limited as the right to take such action is generally instead vested in the Trustee (see Commonly Asked Question 16 ("*How do you exercise a right to vote or enforce your rights in respect of the Certificates?*" below).

The Certificates are secured obligations of the Company and rank equally with each other.

15. What are the requirements for exercising Certificateholders' rights in respect of the Certificates?

The Conditions specify the requirements for exercising each right in respect of the Certificates, including the person (if any) that is entitled to enforce such right on behalf of the Certificateholders and the required percentage of Certificateholders (if any) that may direct such person to enforce such right. For example, the Conditions specify that only the Trustee may exercise the right to enforce the Security on behalf of Certificateholders if a default in payment by the Company has occurred. The Certificateholders may direct the Trustee to exercise such rights by way of an Extraordinary Resolution. An "Extraordinary Resolution" means a resolution passed at a duly convened meeting by a majority consisting of not less than 75 per cent. of the votes cast at such meeting.

In certain circumstances, where the Certificates are held on behalf of a clearing system, the Company will be entitled to rely upon approval of a resolution proposed by the Company or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communication systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in principal amount of the Certificates for the time being outstanding, and neither the Company nor the Trustee will be liable or responsible to anyone for such reliance.

In other circumstances where electronic consent is not being sought, Certificateholders may also pass written resolutions on matters relating to the Certificates without calling a meeting. A written resolution signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Certificates will be deemed to be an Extraordinary Resolution. For the purpose of determining whether a written resolution has been validly passed, the Company and the Trustee shall be entitled to rely on consent or instructions given in writing directly to the Company and/or the Trustee, as the case may be, by accountholders in the clearing system with entitlements to the Certificates and/or, where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person for whom such entitlement is ultimately beneficially held (directly or via one or more intermediaries), provided that the Company and the Trustee have obtained commercially reasonable evidence to ascertain the validity of such holding and have taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction and prior to the effecting of such amendment and provided that reasonable steps shall include the obtaining of an undertaking from the accountholder and/or beneficiary, as applicable, that they will not transfer any or all of such holding prior to the earlier of (i) the effecting of such amendment and (ii) a specified long-stop date. Any resolution passed in such manner shall be binding on all Certificateholders, even if the relevant consent or instruction proves to be defective. As used in this paragraph, "**commercially reasonable evidence**" includes any certificate or other document issued by Euroclear, Clearstream, Luxembourg or any other relevant clearing system, and/or issued by an accountholder of them or an intermediary in a holding chain, in relation to the holding of interests in the Certificates. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal amount of the Certificates is clearly identified together with the amount of such holding. Neither

the Company nor the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

Such a written resolution or an electronic consent described in the previous paragraphs may be effected in connection with any matter affecting the interests of Certificateholders that would otherwise be required to be passed at a meeting of Certificateholders and shall take effect as an Extraordinary Resolution. These provisions permit defined majorities to bind all Certificateholders including Certificateholders who did not attend and vote at the relevant meeting or in respect of the relevant resolution (or participate in the written resolution or electronic consent, as the case may be) and Certificateholders who voted in a manner contrary to the majority (either in a meeting or by written resolution).

16. How do you exercise a right to vote or enforce your rights in respect of the Certificates?

As rights under the Certificates can only be exercised by the legal Certificateholders (see Commonly Asked Question 13 ('*Who is the "Certificateholder"?*') above), you must contact the custodian, broker or other entity through which you hold your interest in the Certificates if you wish for any vote to be cast or direction to be given on your behalf.

17. Who can enforce your rights against the Company if the Company has failed to make a payment on the Certificates?

The Company has executed a Trust Deed in respect of the Certificates which is governed by English law, under which it has covenanted to the Trustee that it will make the relevant payments due on the Certificates. The Trustee holds the benefit of this covenant for Certificateholders. If the Company fails to make a payment when due, only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights of the Certificateholders, unless the Trustee fails or neglects to do so within a reasonable time after having become bound to do so and such failure is continuing.

18. How are payments made to you?

As the Certificates are held through a clearing system, payments will be made in accordance with the contract you have with your broker, custodian or other entity through which you hold your interest in the Certificates.

19. When are payments made to investors?

Payments of principal and, if applicable, interest or other amounts are made on the dates specified in the Pricing Conditions.

20. Who calculates the amounts payable?

Determinations will be made by the Calculation Agent. The Calculation Agent will be J.P. Morgan SE.

The Calculation Agent is an agent of the Company and not of the Certificateholders. You should also be aware that the Calculation Agent is an affiliate of the Arranger, the Dealer and the Counterparty. See the section entitled "*Conflicts of Interest*" on page 48 of this Prospectus.

The calculation agent under the Swap Agreement is responsible for performing the calculations and determinations required under the Swap Agreement in good faith and in a commercially reasonable manner. If the calculation agent under the Swap Agreement is insolvent or is affected by certain termination events, the Calculation Agent will make these calculations and determinations instead.

21. Are the Calculation Agent's determinations binding on you?

All calculations and determinations made by the Calculation Agent in relation to the Certificates will be final and binding (except in the case of manifest error).

22. Will you be able to sell your Certificates?

A market may not develop for the Certificates. While the Dealer may make a market in the Certificates upon their issuance, it is under no obligation to do so and may cease to do so at any time. Even if the Dealer does make a market in the Certificates, there is no guarantee that a secondary market will develop or, to the extent that a secondary market does exist, that such market will provide the holders of any such Certificates with liquidity or will continue for the life of the Certificates. You should therefore be prepared to hold your Certificates until their repayment date.

The Certificates are subject to certain transfer restrictions and, in such case, will only be capable of being transferred to certain transferees under certain circumstances (see the section entitled "*Transfer Restrictions*" of this Prospectus below). Such restrictions on the transfer of Certificates may further limit their liquidity.

23. What will be the price of the Certificates in such circumstances?

The market value of the Certificates will be affected by a number of factors, including, but not limited to (i) the value and volatility of the Underlying Fund Shares and the creditworthiness of the Fund, (ii) market perception, interest rates, yields and foreign exchange rates, (iii) the time remaining to the maturity date and (iv) the nature and liquidity of the Swap Agreement. Any price at which Certificates may be sold prior to the maturity date may be at a discount, which could be substantial, to the value at which the Certificates were acquired on the issue date.

Prospective purchasers should be aware that not all market participants would determine prices in respect of the Certificates in the same manner, and the variation between such prices may be substantial. Accordingly, any prices provided by the Dealer may not be representative of prices that may be provided by other market participants. For this reason, any price provided or quoted by the Dealer should not be viewed or relied upon by prospective purchasers as establishing, or constituting advice by the Dealer concerning, a mark-to-market value of the Certificates. The price (if any) provided by the Dealer is at the absolute discretion of the Dealer and may be determined by reference to such factors as it sees fit. Any such price may take into account fees, commissions or arrangements entered into by the Dealer with a third party in respect of the Certificates and the Dealer shall have no obligation to any Certificateholder to disclose such arrangements. Any price given would be prepared as of a particular date and time and would not therefore reflect subsequent changes in market values or any other factors relevant to the determination of the price.

24. Are there any fees, expenses or taxes to pay when purchasing, holding or selling Certificates? What other taxes might affect the Certificates?

You may incur fees and expenses in relation to the purchase, holding, transfer and sale of Certificates. A management fee of up to 2.30% per annum will accrue daily and be calculated on the net asset value per Underlying Fund Share. In respect of the offering of the Certificates, up to 3.00% of the Issue Price of the Certificates, will be charged by, and payable to, FinecoBank S.p.A. of Piazza Durante 11, Milan 20131, Italy in its capacity as distributor of the Certificates. For the avoidance of doubt, neither the Company nor the Counterparty shall be liable to pay any subscription fees.

You should also be aware that stamp duties or taxes may have to be paid in accordance with the laws and practices of the country where the Certificates are transferred.

You should note that, if the Company or the Registrar or any Transfer Agent or any Paying Agent is required by applicable law to apply any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature, it will account to the relevant authorities for the amount so required to be withheld or deducted and only pay the net amount after application of such withholding or deduction. None of the Company, any Paying Agent, Registrar or Transfer Agent will be obliged to make any additional payments to you in respect of such withholding or deduction.

If a tax is imposed on payments to the Company in respect of the Underlying Fund Shares or the Swap Agreement, or on payments from the Company to the Counterparty under the Swap Agreement, the Certificates will generally be redeemed at their Early Redemption Amount.

You should consult your selling agent for details of fees, expenses, commissions or other costs and your own tax advisers in order to understand fully the tax implications specific to investment in any Certificates.

25. Can the Company amend the Conditions of Certificates once they have been issued without your consent?

The Company may amend the Conditions of the Certificates without the consent of the Certificateholders if:

(i) the Trustee determines that the relevant amendment is of a formal, minor or technical nature or is made to correct a manifest error or is not materially prejudicial to the interests of the Certificateholders in accordance with the terms of the Trust Deed. Any such determination shall be binding on the Certificateholders; or

(ii) such amendments are required in order to cause (a) the transactions contemplated by the Conditions and the Transaction Documents to be compliant with all Relevant Regulatory Laws, (b) the Company and each Transaction Party to be compliant with all Relevant Regulatory Laws or (c) the Company and each Transaction Party to be able to continue to transact future business (as issuer of Certificates or as a transaction party to the Company pursuant to the Programme) in compliance with all Relevant Regulatory Laws.

Any amendment pursuant to paragraph (i) above shall be notified to the Certificateholders as soon as practicable, unless the Trustee agrees otherwise and any amendment pursuant to paragraph (ii) above shall be notified to Certificateholders as soon as practicable.

26. Are the Certificates credit-linked?

The Certificates are credit-linked in that, if an Event Determination Date in respect of a Credit Event occurs, the amount payable on a Credit-Linked Redemption is linked to the credit risk of a single corporate entity, being Telecom Italia S.p.A. (the "**Reference Entity**"). In exchange for a higher rate of interest, investors take the risk that the amount which they receive at maturity will be less than the principal amount of the Certificates. Insolvency or default of the Reference Entity (or other events such as the restructuring of debt liabilities or the imposition by a governmental authority of reductions in debt liabilities) is referred to as a "**Credit Event**" having occurred (see Commonly Asked Question 30 (*What is a Credit Event?*) below). If a Credit Event has occurred with respect to the Reference Entity and, as a result, an Event Determination Date under the terms and conditions of the Certificates occurs in relation to such Reference Entity, you will receive a reduced percentage (which may be zero) of the principal amount of each Certificate you hold calculated by reference to the recovery rate achieved by creditors of the Reference Entity.

27. What are the Credit Linked Provisions?

The Credit Linked Provisions deal with how the payments relating to the Certificates are calculated and the consequences following a Credit Event in respect of the Reference Entity. In purchasing the Certificates, you are assuming credit risk exposure to such Reference Entity.

Following the occurrence of a Credit Event with respect to the Reference Entity and an Event Determination Date under the terms and conditions of the Certificates, you may lose some or all of your investment in the Certificates.

28. What is credit risk?

Credit risk is the risk that the Reference Entity fails to perform its obligations under a transaction or in respect of a debt obligation (including loan agreements entered into or guaranteed by the Reference Entity and securities issued or guaranteed by the Reference Entity), when those obligations are due to be performed. This is generally (but not exclusively) as a result of a deterioration in its financial condition.

By investing in the Certificates, you will be a seller of credit protection (and hence a buyer of credit risk), whilst the Counterparty will be a buyer of credit protection (and therefore a seller of credit risk).

29. What is the difference between a Certificate and a bond issued by the Reference Entity?

A Certificate gives you exposure to the credit risk of the Reference Entity without having to own a bond or other type of debt obligation of such Reference Entity. The Reference Entity itself is not a party to and has no direct involvement in the Certificate and you will not be able to claim against the Reference Entity for any losses you suffer as a result of a Credit Event of the Reference Entity. You will have no interest in or rights under any obligation of the Reference Entity. An investment in the Certificates is not equivalent to an investment in the obligations of the Reference Entity.

Neither the Company nor the Counterparty is obliged to hold any obligation of the Reference Entity or otherwise have credit risk exposure to the Reference Entity.

30. What is a Credit Event?

A Credit Event is, broadly speaking, an event which is regarded as being indicative of a default or material decline in the creditworthiness of the Reference Entity.

Credit Events are determined by reference to certain eligible types of obligations of the Reference Entity which may be loans, bonds or other obligations issued directly by the Reference Entity or obligations in respect of which the Reference Entity acts as guarantor ("**Obligations**"). Even though the Pricing Conditions specify a "Standard Reference Obligation" (being the Obligation for the relevant seniority level for the Reference Entity on a list to be published by ISDA) in respect of the Reference Entity, a Credit Event may still be determined with respect to any Obligation of the Reference Entity.

Note that a Credit Event will occur regardless of whether it occurs due to (for example) the relevant Reference Entity not being authorised to incur the relevant obligation, the illegality or unenforceability of any obligation, applicable law or regulation or an order of a court or tribunal or any exchange controls or capital requirements being imposed.

The following Credit Events are applicable to the Certificates:

Bankruptcy

"**Bankruptcy**" includes where the Reference Entity:

(i) is dissolved (other than where this is as a result of the Reference Entity merging or otherwise combining with another entity);

(ii) becomes insolvent or is unable to pay its debts as they become due or admits its inability to do so;

(iii) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;

(iv) institutes, or has instituted against it, a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition results in a judgment of insolvency or bankruptcy or is not dismissed within 30 calendar days of such institution;

(v) has a resolution passed for its winding-up or liquidation (other pursuant to a consolidation, amalgamation or merger);

(vi) seeks or becomes subject to the appointment of an administrator or equivalent official for it or for all or substantially all of its assets; or

(vii) has a secured party take possession of all or substantially all of its assets, or such assets are subject to attachment by a creditor.

Failure to Pay

A "Failure to Pay" will occur where the Reference Entity fails to make, when and where due and after the expiration of any applicable time period (a "**Grace Period**") during which such failure may be cured by the Reference Entity (and after the satisfaction of any conditions precedent to such Grace Period), any payments in an aggregate amount of not less than a specified amount under one or more Obligations in accordance with the terms of such Obligations at the time of such failure. The Grace Period, if any, will be as set out in the terms of the Obligation; if no such Grace Period is specified, a minimum Grace Period will be assumed to apply.

Restructuring

"Restructuring" is, generally speaking, a process whereby a company or a sovereign entity facing cash flow problems or which is otherwise in financial distress, renegotiates its debts. A "Restructuring" will occur for the purposes of the Credit Linked Provisions if:

(i) any of the following events occurs in relation to a particular Obligation of the Reference Entity:

(A) a reduction in the rate or amount of interest payable (including by way of redenomination);

(B) a reduction in the amount of principal payable (including by way of redenomination);

(C) a postponement or other deferral of a date or dates for payment of interest, principal or premium;

(D) a change in the ranking in priority of payment of such obligation resulting in such Obligation becoming subordinated in its right to receive payment to one or more other obligations; or

(E) a redenomination of an Obligation (other than to certain permitted currencies, and excluding a redenomination into Euro where the relevant currency jurisdiction joins the Euro-zone); and

(ii) such event occurs in a form which binds all of the holders of that 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 the Obligation (including, in each case, in respect of bonds only, by way of an exchange) and where such event is not expressly provided for under the original terms of that Obligation; and

(iii) any such event results from a deterioration in the creditworthiness or financial condition of the relevant Reference Entity.

If a bond exchange has occurred, the determination as to whether one of the events described under sub-paragraphs (i)(A) to (E) above has occurred will be based on a comparison of the terms of the bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange. A Restructuring will have occurred only if the event in question relates to an Obligation held by more than three non-affiliated holders and, where, for Obligations other than bonds, the consent of at least two-thirds of the holders of the relevant Obligation is required.

Modified Restructuring Maturity Limitation and Conditionally Transferable Obligations ("Mod Mod R")

As “Mod Mod R” applies in accordance with the Standard and if specified to be applicable in the Standard or the relevant Pricing Conditions (as applicable), then in order to be taken into account for settlement an obligation must be a “Conditionally Transferable Obligation” that is, capable of being assigned or novated with consent, provided that such consent must not be unreasonably withheld. Again, the maturity of such Obligation must fall within specified limits.

A "**M(M)R Restructuring**" is a Restructuring Credit Event in which "Mod Mod R" applies in accordance with the Standard and is specified to be applicable in the Standard.

Under the Credit Linked Provisions, a resolution of a CDDC (as defined in Commonly Asked Question 32 (*When does a Credit Event need to occur to affect the payout on the Certificates?* below) that a "M(M)R Restructuring" has occurred will not result in an Event Determination Date unless the Calculation Agent elects to treat settlement of the Certificates as having been triggered. Holders will not have the right to elect the occurrence of an Event Determination Date in such circumstances; accordingly, where the Calculation Agent does not make an election to trigger settlement, Holders will be exposed to the risk that future Credit Events will occur and may result in larger losses than would otherwise have been the case.

31. Which Credit Events apply to the Certificates?

The types of Credit Events which apply in relation to the Reference Entity have been determined by reference to market standards and the Standard.

Credit default swaps are transactions in which settlement is triggered by the occurrence of a Credit Event of a particular Reference Entity or Reference Entities referenced in the terms of such transaction. A buyer of credit protection will make one or more payments of premium to the seller of credit protection. In exchange, the seller of credit protection agrees to make payment to the buyer of credit protection following the occurrence of a Credit Event and subject to satisfaction of certain conditions.

Credit default swaps are typically entered into on the basis of standard definitions and provisions published by ISDA. Certain terms of credit default swaps are subject to negotiation between the parties, for example the maturity of each transaction and the price of credit protection purchased. However, many key terms of credit default swaps - for example, the applicable Credit Events - are typically determined by reference to a matrix of market standard terms published by ISDA (the version of such matrix which is effective as at the Trade Date is referred to in this section as the "**Standard**"). The Standard recognises a variety of standard terms based on the nature of the

relevant Reference Entity (corporate, sovereign, etc.) and its location (Europe, North America etc.). As at the date of this Base Prospectus, the Standard is available free of charge on ISDA's website at http://www.isda.org/.

The Pricing Conditions for these Certificates specify a “Transaction Type” with respect to the Reference Entity and the Credit Events that apply to the Certificates will be determined by reference to the Standard for such “Transaction Type”.

32. When does a Credit Event need to occur to affect the payout on the Certificates?

A Credit Event may occur at any time during the period from, and including, the Credit Event Backstop Date to, and including, the Scheduled Maturity Date.

The Credit Event Backstop Date is a rolling date which is:

(i) if a CDDC receives a request to resolve whether or not a Credit Event has occurred in relation to the Reference Entity, 60 calendar days prior to the date of such request (regardless of whether the CDDC resolves to determine such matter or not); or

(ii) otherwise, 60 calendar days prior to the first date on which the Calculation Agent delivers a notice, and supporting information, in order to trigger settlement of the Certificates following a Credit Event.

Therefore, the Certificates will be exposed to the occurrence of Credit Events up to 60 calendar days prior to the date on which a CDDC receives a request to resolve whether or not a Credit Event has occurred in relation to the Reference Entity (regardless of whether the CDDC resolves to resolve such matter or not).

33. When can a Credit Event be triggered?

The "**Notice Delivery Period**" is the period during which a Credit Event may be triggered with respect to the Reference Entity. The Notice Delivery Period will commence on the "Trade Date" as specified in the relevant Pricing Conditions and will expire on the Scheduled Maturity Date or, if applicable, the Postponed Maturity Date. However, in certain circumstances, the Notice Delivery Period may be extended beyond the Scheduled Maturity Date if a potential Credit Event, such as a Failure to Pay, has occurred prior to the Scheduled Maturity Date (or other date specified in the relevant Pricing Conditions) of the Certificates, which may become an actual Credit Event within a specified period following the Scheduled Maturity Date (or other date specified in the relevant Pricing Conditions) (see Commonly Asked Question 38 (*In what circumstances might the maturity of the Certificates be extended?*) below).

34. When can an Event Determination Date occur?

An Event Determination Date may occur:

(i) as a result of the publication by ISDA of a resolution by a CDDC that a Credit Event has occurred in relation to that Reference Entity (in which case the Event Determination Date will be the date of the relevant request for a resolution); or

(ii) in the absence of a resolution of a CDDC, if the Calculation Agent delivers, on behalf of the Company, a notice and supporting information derived from specified sources (that is, public news or information sources, the Reference Entity itself, court or other public filings or paying agents, trustees or other intermediaries appointed in respect of obligations of the Reference Entity), in order to trigger settlement of the Certificates following a Credit Event.

35. Can an Event Determination Date only occur if a CDDC determines that one has occurred?

No. The Calculation Agent may still deliver a notice to trigger settlement of the Certificates following a Credit Event even if a CDDC has not resolved that a Credit Event has occurred, as long as a CDDC has not already resolved that a Credit Event has not occurred.

36. What are the consequences for the Certificates if an Event Determination Date occurs?

The Certificates are linked to the credit risk of the Reference Entity or its successor. Following the occurrence of a Credit Event and an Event Determination Date with respect to the Reference Entity or its successor, the Certificates will be subject to redemption in whole by payment to the Certificateholders of an amount in EUR determined by the Calculation Agent equal to each Certificate's *pro rata* share of an amount equal to:

(a) the lower of (x) the aggregate principal amount of the Certificates and (y) the aggregate liquidation proceeds in respect of the Underlying Fund Shares; *minus*

(b) the Credit Loss (the Credit Loss being the product of the (x) aggregate principal amount of the Certificates and (y) 100 per cent. minus the Applicable Price in respect of certain specified obligation(s) of the Reference Entity, subject to a minimum of zero); *plus*

(c) an amount, subject to a minimum of zero, equal to such aggregate liquidation proceeds in respect of the Underlying Fund Shares minus the aggregate principal amount of the Certificates.

The Applicable Price is determined based on the price of certain specified obligation(s) of the Reference Entity following the occurrence of a Credit Event and will be determined either (a) through a standardised auction process, organised by the Credit Derivatives Determinations Committee ("**CDDC**") or (b) where a relevant auction does not occur, a request is not made to a CDDC to determine whether a Credit Event has occurred or a CDDC resolves not to determine a question posed to it in relation to the potential occurrence of a Credit Event, by the Calculation Agent.

The amount payable on such a redemption is likely to be considerably less than the principal amount of the Certificates which means that Certificateholders will suffer a loss of principal.

In addition, following the occurrence of an Event Determination Date, interest will cease to accrue on the Certificates, with effect from, and including, the first day of the Interest Accrual Period during which the Event Determination Date occurred.

If the Certificates are redeemed in full following the occurrence of an Event Determination Date, following payment by the Company of the redemption amount (if any) to each Certificateholder, the Company will owe no further obligations to the Certificateholder in respect of such Certificate and such Certificate will be cancelled.

Credit-Linked Redemption Amount Worked Example

The hypothetical scenario

For the purposes of this example, it is assumed that:

(a) the aggregate principal amount of the Certificates is EUR 100;

(b) the aggregate liquidation proceeds in respect of the Underlying Fund Shares is EUR 120; and

(c) the Applicable Price in respect of certain specified obligation(s) of the Reference Entity is 40%.

What is the Credit-Linked Redemption Amount?

Based on the above formula, the Calculation Agent will use either the aggregate principal amount of the Certificates or the aggregate liquidation proceeds in respect of the Underlying Fund Shares, whichever is lower. In the example above, the aggregate principal amount of the Certificates is lower than the aggregate liquidation proceeds in respect of the Underlying Fund Shares. Therefore, EUR 100 will be used by the Calculation Agent.

The Calculation Agent will then determine the Credit Loss which is the product of the (x) aggregate principal amount of the Certificates and (y) 100 per cent. minus the Applicable Price in respect of certain specified obligation(s) of the Reference Entity, subject to a minimum of zero. In this example, Credit Loss = 100 x (100% - 40%) = 100 x 60% = EUR 60.

The Calculation Agent will then calculate the difference between the aggregate liquidation proceeds in respect of the Underlying Fund Shares and the aggregate principal amount of the Certificates, subject to a minimum of zero. In this example, such difference is 120 - 100 = EUR 20.

Therefore, the Credit-Linked Redemption Amount in this example is each Certificate's *pro rata* share of an amount equal to 100 - 60 + 20 = EUR 60.

37. How is the Credit-Linked Redemption Amount determined?

The "**Redemption Amount**" is the cash amount which is payable to each Certificateholder on redemption of the Certificates. If an Event Determination Date has occurred in respect of the Reference Entity, and, as "Auction Settlement" is specified as applicable in the Pricing Conditions, the Redemption Amount will be the Credit-Linked Redemption Amount, being an amount in EUR determined by reference to not only the net asset value of the Underlying Fund Shares, but also the market value of the obligations of the Reference Entity as determined by way of a credit derivatives auction sponsored by ISDA (an "**Auction**"). The Auction will involve a bidding process by institutions participating in the relevant Auction, pursuant to a bidding procedure set by ISDA, to establish the value of Deliverable Obligations of the relevant Reference Entity. The Company, the Calculation Agent or its affiliates may act as a participating bidder in any such Auction and may submit bids and offers with respect to the "**Deliverable Obligations**" of the Reference Entity. If an Auction cannot be held in accordance with the Credit Linked Provisions, the Credit-Linked Redemption Amount will be calculated by the Calculation Agent (and not by reference to the then market value of the obligations of the Reference Entity determined through an Auction).

Deliverable Obligations will include obligations of the Reference Entity which satisfy (or, in certain cases, which satisfied, prior to the occurrence of particular Credit Events) certain specified "**Deliverable Obligation Categories**" and "**Deliverable Obligation Characteristics**" and may include a wide variety of obligations of the relevant Reference Entity, including bonds, loans, guarantees, payments due under derivatives and repos, trade debts and deposits. The applicable Deliverable Obligation Category and Deliverable Obligation Characteristics are specified in the Standard and will vary from one Reference Entity to another depending on the "Transaction Type" specified in the Pricing Conditions.

The outcome of any Auction is likely to reflect the prevailing price of the cheapest relevant obligation of the Reference Entity.

The Redemption Amount in such circumstances is likely to be lower than the par value of the Deliverable Obligations of the Reference Entity and will be reflective of a loss experienced by the Certificateholder of such Deliverable Obligations. Moreover, the price is likely to reflect the lowest prevailing market value of any Deliverable Obligation.

The Redemption Amount will be payable to Certificateholders on the day falling the number of Business Days specified in the relevant Pricing Conditions after the date on which the price is determined through the Auction.

There may be multiple Auctions held concurrently, either as required for the purposes of settling credit default swap transactions of varying maturities following a M(M)R Restructuring Credit Event or where Auctions are conducted in relation to senior and subordinated obligations of the relevant Reference Entity. Where multiple Auctions are held concurrently following a M(M)R Restructuring Credit Event, the Calculation Agent will determine the relevant Auction for the purposes of the Certificates.

See further Annex B (*Auction Settlement Terms*) of the Credit Linked Provisions for a more detailed description of the auction process.

38. In what circumstances might the maturity of the Certificates be extended?

If no Event Determination Date or Early Redemption Event occurs then the Certificates are scheduled to redeem on the Scheduled Maturity Date as specified in the Pricing Conditions.

However, redemption of the Certificates may be extended beyond the Scheduled Maturity Date even where no Event Determination Date is ultimately deemed to have occurred if, for example, a resolution of a CDDC as to the occurrence of a Credit Event is pending as at the Scheduled Maturity Date or a determination of whether a potential Credit Event which occurred on or prior to the Scheduled Maturity Date will become an actual Credit Event within a specified period of time after the Scheduled Maturity Date is pending.

If, on the Scheduled Maturity Date, an Event Determination Date has not occurred but in the determination of the Calculation Agent a Credit Event may have occurred, the Calculation Agent may extend the Scheduled Maturity Date to the "Postponed Maturity Date" of the Certificates. If no Event Determination Date ultimately occurs, the "Postponed Maturity Date" will be a date falling no later than 90 days after the Scheduled Maturity Date. If this occurs, the Notice Delivery Period will end on the Postponed Maturity Date.

39. How much will Certificateholders receive if no Event Determination Date occurs during the Notice Delivery Period?

If no Event Determination Date has occurred within the Notice Delivery Period, each Certificate will be redeemed on the Scheduled Maturity Date or the Postponed Maturity Date (as applicable) at its Final Redemption Amount, as further set out in Commonly Asked Question 12 (*How much of your investment is at risk?*).

40. What interest or coupon payments will Certificateholders receive?

Certificateholders will receive interest amount(s) on each "Specified Interest Payment Date" as provided in the Conditions and relevant Pricing Conditions (subject to any early redemption of the Certificates and subject to the occurrence of an Event Determination Date in respect of which see further Commonly Asked Question 36 (*What are the consequences for the Certificates if an Event Determination Date occurs?*) above).

41. Does credit risk affect the value of the Certificates in any other way?

In addition to the effects of a Credit Event described above under Commonly Asked Question 36 (*What are the consequences for the Certificates if an Event Determination Date occurs?*) credit risk affects the value of a Certificate in several ways. For example, among other things, the market value of a Certificate may be affected negatively when the probability of, or the market's perception of the probability of, a Credit Event occurring in respect of any specified Reference Entity increases, even if a Credit Event does not actually happen.

42. How do changes in share prices of the Reference Entity affect the value of the Certificates?

Taking credit risk on the Reference Entity by purchasing Certificates is different from taking equity risk by investing in shares of that Reference Entity. There are a number of reasons for this. For example:

(i) the Certificates reference debt obligations of the specified Reference Entity, and the Reference Entity must generally pay amounts due to the creditors on these debt obligations before paying dividends or capital to shareholders;

(ii) the obligations of the Reference Entity referenced by the Certificates consist of bonds and other debt; holders of this type of debt will generally rank ahead of holders of ordinary shares in the insolvency of the Reference Entity, and so may have (but are not guaranteed) a higher rate of recovery of moneys due to them;

(iii) because the Certificates reference these debt obligations, the market value of the Certificates is related to (although not necessarily equal to) the value of these debt obligations; and

(iv) there is no direct link between share prices and the value of the Certificates.

However, in some circumstances, change in the share price of the Reference Entity may result in or from, at a general level, a change in the market value of its debt and vice versa.

43. What are the Credit Derivatives Determinations Committees and how do they affect the Certificates?

The CDDCs were established by ISDA in March 2009 to make determinations that are relevant to the majority of the credit derivatives market and to promote transparency and consistency.

Prospective Certificateholders should note that a CDDC has the power to make binding decisions for the purposes of the Certificates on critical issues, including:

(i) the occurrence of a Credit Event and Event Determination Date;

(ii) whether one or more Auctions will be held in respect of any Reference Entity for which a Credit Event has occurred and the price determined in such Auction;

(iii) if one or more Auctions is to be held, what Deliverable Obligations of the Reference Entity will be used for the purposes of determining the price for each such Auction; and

(iv) the determination of the occurrence of an event, including the occurrence of a "Sovereign Succession Event" and the identity of any "Successors" (whether in connection with a Sovereign Succession Event or otherwise) (see Commonly Asked Question 44 (*Is it possible to change the Reference Entity?*) below).

Consequently, Certificateholders will be bound by any such relevant decisions and the payments on the Certificates and the timing of any such payments may be affected by such decisions or determinations. Questions referred to the CDDC and the results of binding votes will be published on https://www.isda.org/.

The CDDCs are regional and there is a CDDC for each of the following five regions: the Americas, Asia (excluding Japan), Australia and New Zealand, Europe, the Middle East and Africa and Japan. The CDDC which is relevant for a particular series of Certificates will be the one constituted for the region applicable to the relevant Reference Entity to which a given determination relates.

The proceedings of each CDDC will be governed by rules published from time to time by ISDA. A copy of such rules is available as at the date of this Prospectus free of charge at https://www.isda.org/.

Each CDDC is composed of fifteen voting members and three non-voting consultative members. Ten of the voting members are dealer institutions, with eight serving across all regions and two potentially varying by region. The other five voting members are non-dealer institutions that serve across all regions. The three non-voting consultative members consist of one dealer institution and one non-dealer institution that serve across all regions and one dealer institution that could potentially vary by region.

As at the date of this Prospectus, the Calculation Agent and certain of its affiliates are members of one or more CDDCs (see further Annex A (*Credit Derivatives Determinations Committees*) to the Credit Linked Provisions for a more detailed description of the CDDCs).

44. Is it possible to change the Reference Entity?

After the Trade Date, the Reference Entity may not be changed unless a "Successor" determination has been made with respect to the Reference Entity on or after the "**Successor Backstop Date**" (or, in the case of a "**Universal Successor**", on or after 1 January 2014).

A "**Universal Successor**" means, with respect to the Reference Entity which is not a sovereign, the single entity which assumes all of the obligations (including at least one relevant bond or loan) of the Reference Entity and at the time of the determination either (i) the Reference Entity has ceased to exist, or (ii) the Reference Entity is in the process of being dissolved (however described) and the Reference Entity has not issued or incurred any borrowed money obligation at any time since the legally effective date of the assumption.

45. What is a "Successor" to the Reference Entity and how can succession affect the Certificates?

If ISDA publicly announces that a CDDC has resolved that a different entity or entities has or have become successor(s) to the original Reference Entity or the Calculation Agent identifies a Successor to the original Reference Entity, for example where such successor assumes obligations of the original Reference Entity under the latter's bonds or loan, or issues bonds or incurs loans in exchange for bonds or loans of the original Reference Entity, including in certain circumstances as part of a pre-determined series of steps, to which the Certificates are linked, then such entity will be deemed to be a "Successor" to the original Reference Entity.

The identity of the original Reference Entity will be treated as having been amended accordingly for the purposes of the Certificates so that, following the determination or announcement of a "Successor", the Certificates will be linked to the credit risk of the Successor. The credit risk associated with a Successor or Successors may be different from and could be greater than the credit risk associated with the original Reference Entity.

The events which may lead to the determination or announcement of a Successor may occur at any time from and including the "**Successor Backstop Date**" (or, in the case of a "**Universal Successor**" on or after 1 January 2014).

The Successor Backstop Date is a rolling date which is:

(i) if a CDDC receives a request to resolve whether or not there is one or more Successors to the Reference Entity, 90 calendar days prior to the date of such request (regardless of whether the CDDC resolves to determine such matter or not); or

(ii) otherwise, 90 calendar days prior to the date on which notice of the occurrence of a succession is delivered by the Calculation Agent.

If the CDDC makes no resolution as to whether a succession has occurred or is not convened to consider the question, the Calculation Agent may determine the occurrence of a succession.

46. Can a succession occur prior to the Trade Date?

Yes. The Successor Backstop Date may be prior to the Trade Date and therefore a succession may occur prior to the Trade Date.

Certificateholders should conduct their own review of any recent developments with respect to the Reference Entity by consulting publicly available information. If a request has been delivered to convene a CDDC prior to the Trade Date to determine whether a succession has occurred with respect to the Reference Entity, details of such request may be found on the ISDA website https://www.isda.org/.

47. What is the role of the Calculation Agent in deciding certain issues or exercising certain rights or options in relation to the Certificates?

The Calculation Agent may make certain determinations relating to the Certificates, including (but not limited to) the following:

(i) in the absence of a determination by the CDDC, whether an Event Determination Date or succession has occurred with respect to the Reference Entity;

(ii) following the occurrence of a M(M)R Restructuring Credit Event, to trigger redemption of the Certificates in relation to a part or all of the Credit Position in respect of such Reference Entity; and

(iii) where there are multiple Auctions held concurrently, determining the Auction which will apply to the Certificates.

Certificateholders should note that any determination and/or calculation by the Calculation Agent shall, in the absence of manifest error, be final and binding on the Company and the Certificateholders.

However, Certificateholders should note that, where a CDDC has made a determination as to whether an Event Determination Date or succession has occurred, the Calculation Agent shall defer to such determination for the purposes of the Certificates.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the articles of association of the Company dated 19 April 2024, as amended on 3 May 2024 and 8 May 2024 (the "**Articles**") and the audited financial statements of J.P. Morgan SE for the years ended 31 December 2023 and 31 December 2022.

A copy of the Articles can be found at the registered address of the Company at Block A, George's Quay Plaza, George's Quay, Dublin, Ireland and on the Company's website at: https://dynamiccertificatesandnotesplc.com/.

The audited financial statements of J.P. Morgan SE for the years ended 31 December 2023 and 31 December 2022 are available at https://www.jpmorgan.com/content/dam/jpm/global/disclosures/de/english-version-of-disclosures/2023-annual-report-english.pdf and https://www.jpmorgan.com/content/dam/jpm/global/disclosures/de/english-version-of-disclosures/2022-annual-report-english.pdf respectively.

The above documents shall be incorporated in, and form part of this Prospectus, save that any statement contained in any document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

OVERVIEW OF THE POTENTIAL FOR DISCRETIONARY DETERMINATIONS BY THE COMPANY, THE TRUSTEE, THE CALCULATION AGENT, THE BROKER OR THE COUNTERPARTY

Under the terms and conditions of the Certificates and/or the Transaction Documents, following the occurrence of certain events, the Company, the Trustee, the Calculation Agent, the Broker or the Counterparty (as applicable) may exercise discretion to take one or more actions available to it in order to deal with the impact of such events on the Certificates, the Underlying Fund Shares, the Reference Entity or the Swap Agreement. Any such discretionary determination by the Company, the Trustee, the Calculation Agent, the Broker or the Counterparty could have a negative impact on the value of and return on the Certificates and (amongst other things) could result in their early redemption.

This overview provides a high-level summary of the main types of events that could give rise to a discretionary determination by the Company, the Trustee, the Calculation Agent, the Broker or the Counterparty and the actions available to them to deal with the impact of such events.

This overview does not purport to be complete or comprehensive. A prospective purchaser of the Certificates should read the Conditions of the Certificates set out in the sections of this Prospectus entitled "*Master Conditions*" and "*Pricing Conditions*".

Terms used but not defined in this section have the meaning given to them in the Conditions.

1 What are the main types of events that could give rise to a discretionary determination by the Company, the Trustee, the Calculation Agent, the Broker or the Counterparty?

The main types of events are:

1.1 events affecting the Certificates;

1.2 events affecting the Underlying Fund Shares;

1.3 events affecting the Reference Entity and/or

1.4 events affecting the Swap Agreement.

2 If such an event occurs, what are the discretionary determinations that the Company, the Trustee, the Calculation Agent, the Broker or the Counterparty may take?

Broadly, the Company, the Trustee, the Calculation Agent, the Broker or the Counterparty (as applicable) may take one or more of the following actions in order to deal with the effect of the events outlined below.

2.1 Events affecting the Certificates

2.1.1 Adjustments:

(i) **Regulatory Requirement Event.** If the Calculation Agent determines that a Regulatory Requirement Event (as described further in paragraph 8 below) has occurred, the Calculation Agent may propose modifications that it determines are required to be made to the Conditions or any Transaction Document to ensure compliance with Relevant Regulatory Laws, following which the Company will, without the consent of the Certificateholders, make such modifications if they are agreed to by the relevant parties, including the Trustee, provided that such amendments will not (among other things) (a) amend the dates or amounts for payment under the Certificates; (b) exchange or substitute the Underlying Fund

Shares; or (c) have a material adverse effect on the validity, legality or enforceability of the Security or its priority and ranking.

(ii) **Calculation Agent adjustments.** The Calculation Agent may determine that (a) it is unable to make a determination required of it due to non-receipt of necessary information from any person or other source; and/or (b) one or more provisions contained in the Conditions or any Related Agreement (taking into account the context of the transaction as a whole and its background understanding) are erroneous as it would be impossible or economically nonsensical to apply such provision. If it makes this determination, then the Calculation Agent may make such amendments to the Conditions or Related Agreement as are necessary in its opinion to cater for such circumstances.

(iii) **Trustee consent to modifications or waiver.** If (a) in the opinion of the Trustee, any modification to the Trust Deed or any Related Agreement is of a formal, minor or technical nature or is made to correct a manifest error; or (b) any modification, waiver or authorisation of a proposed breach of the Trust Deed or any Related Agreement is not, in the opinion of the Trustee, materially prejudicial to the interests of the Certificateholders, and, in each case, such modification, waiver or authorisation does not require an Extraordinary Resolution, the Trustee may agree to such modification, waiver or authorisation without the consent of Certificateholders.

2.1.2 Early Redemption Events:

(i) **Increased Tax Event.** If the Company is or satisfies the Trustee on reasonable grounds that it will be subject to an Increased Tax Event (as described further in paragraph 8 below), the Company will use reasonable endeavours to change its place of residence for taxation purposes or effect a substitution of the principal debtor under the Certificates, subject to certain conditions (as applicable). If it is unable to change its place of residence or effect such substitution, the Company will redeem the Certificates.

(ii) **Holder Information Reporting Compliance Default.** If the Company reasonably determines that a Holder Information Reporting Compliance Default (as described further in paragraph 8 below) may cause a payment received or payable by the Company to be subject to a deduction or withholding or cause the Company to suffer a penalty, in each case, pursuant to an Information Reporting Regime, the Company will redeem the Certificates.

(iii) **Waiver of Events of Default.** The Trustee may, without consulting Certificateholders, determine that an event which would otherwise be an Event of Default will not be so treated and the Certificateholders will not be able to rely on such event to accelerate, or require the Trustee to accelerate, the Certificates.

(iv) **Market Value Early Redemption Event.** If the Calculation Agent determines that a Market Value Early Redemption Event (as described further in paragraph 8 below) has occurred, the Company will redeem the Certificates.

2.1.3 Miscellaneous actions:

(i) **Trustee Related Liabilities.** The Trustee will only be required to take certain actions in respect of the Certificates, the Underlying Fund Shares and the Swap Agreement if it first determines that it has been indemnified and/or secured and/or pre-funded to its satisfaction against all Related Liabilities, which include any costs, liabilities and losses which are or might be levied, properly incurred or otherwise suffered by the Trustee in connection with the performance or non-performance of

its functions in respect of such action. These actions include taking any action which may involve personal liability or expense to the Trustee, enforcing the Security, accelerating the Certificates, enforcing repayment of any amounts due, exercising any voting or other rights in respect of any Charged Assets, convening a meeting of Certificateholders or agreeing to any amendments to the Conditions, the Swap Agreement or any other Transaction Documents following the occurrence of a Regulatory Requirement Event (as referred to in paragraph 2.1.1(i)) or to enable the Company to comply with applicable Information Reporting Regimes.

(ii) **Custodian Replacement.** The Company may appoint a replacement Custodian at any time in accordance with the terms of the Custody Agreement, subject to: (a) the replacement Custodian satisfying certain criteria as to its business, incorporation, regulation or credit rating; (b) the Counterparty providing prior written consent; and (c) security being granted in favour of the Trustee over the Company's rights under the replacement Custody Agreement.

(iii) **Foreign Exchange Rate determination.** If the Calculation Agent is required to determine (a) any Priority Payments due to Secured Parties in priority to Certificateholders, for the purposes of applying the proceeds of the Mortgaged Property or (b) any Early Redemption Amount, it will convert amounts not denominated in the Relevant Currency (i.e. the currency in which the Certificates are denominated) into the Relevant Currency at the Foreign Exchange Rate. If "Mean FX Rate" is specified in the applicable Pricing Conditions as the "Foreign Exchange Rate", the Calculation Agent will request quotations from five major market makers in the currency markets for the rate at which it would perform such conversion but, if the Calculation Agent does not receive any quotations, JPMSE, in its capacity as market maker in the currency markets, may determine the rate in its sole discretion.

(iv) **Disagreement with Swap Agreement calculation.** If the Counterparty disagrees, or the Company has reasonable grounds for anticipating such disagreement, with a calculation made in respect of the Swap Agreement upon a Swap Agreement Termination, the Company, prior to a Company Application Date, or the Trustee, prior to a Trustee Application Date, may (a) require that it be indemnified, secured and/or pre-funded (in the case of the Trustee, to its satisfaction against all Related Liabilities) in respect of any payment that might be required to be made to the Counterparty should the relevant determination be incorrect; and/or (b) make such retention as seems reasonable to it to provide for payments that might be required to be made by the Company should the relevant determination be incorrect.

2.2 Events affecting the Underlying Fund Shares

2.2.1 Liquidation:

(i) **Conduct of Liquidation.** Following the occurrence of a Liquidation Event (as described further in paragraph 8 below), the Broker may take such steps as it considers appropriate to effect an orderly realisation of the Underlying Fund Shares within the Liquidation Period (so far as is practicable in the circumstances and including, without limitation, effecting such realisation at any time or in smaller portions), provided that (a) it may not delay the Liquidation beyond the Liquidation Period and (b) where assets or rights are to be sold, the Broker will request quotes from at least five major market makers for the purchase of the relevant assets and will sell at the highest price quoted (provided that the Broker reasonably believes such quote to be representative of the price available in the market).

(ii) **Liquidation Failure Event.** The Broker may determine that it is not permitted under applicable laws or under its internal policies having general application to, or it is not possible or practicable for, the Underlying Fund Shares to be Liquidated by the Broker on behalf of the Company, other than by reason of the nature or status of the relevant transferee. Following such determination, the Broker is not required to take further action to realise the Underlying Fund Shares.

(iii) **Actual Currency Proceeds.** If, when calculating the Actual Currency Proceeds for the purposes of calculating any Early Redemption Amount, any Underlying Fund Shares have not been realised by the Early Valuation Date, the Calculation Agent will determine the fair market value of the Underlying Fund Shares that have not been realised (after deduction of any taxes that would have been payable and any costs or charges that would have been incurred by the Company and the Broker by virtue of the realisation of such assets).

2.2.2 Early Redemption:

(i) **Charged Assets Default.** If the Company or the Counterparty determines that any information reasonably confirms any of the facts relevant to the determination of a Charged Assets Default (as described further in paragraph 8 below), then the Company or the Counterparty will notify the Trustee and such Charged Assets Default will constitute an Event of Default in respect of the Certificates (following which the Certificates can be accelerated).

(ii) **Fund Event.** If the Calculation Agent determines that a Fund Event (as described further in paragraph 8 below) has occurred, the Calculation Agent will notify the Company, following which the Company will redeem the Certificates.

2.3 Events affecting the Reference Entity

2.3.1 Occurrence of a Credit Event. If the Calculation Agent determines that a Credit Event (as described further in paragraph 8 below) has occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date, the Calculation Agent will notify the Company and this may result in a redemption of the Certificates.

2.3.2 Extension of the Maturity Date. On the Scheduled Maturity Date, if, in the opinion of the Calculation Agent (acting in good faith), a Credit Event may have occurred, the Calculation Agent shall notify all Certificateholders that the Maturity Date has been postponed to a date specified in such notice falling 90 calendar days after the Scheduled Maturity Date.

2.4 Events affecting the Swap Agreement

2.4.1 Adjustments:

(i) **Adjustments following a Swap Agreement Transfer Rights Event transfer.** Where the Swap Agreement has been transferred by the Counterparty to another entity as referred to in paragraph 2.3.3(i) below, the Company and the Counterparty may agree amendments to be made to the Swap Agreement to reflect any differences between the transferor and transferee in terms of jurisdiction of establishment or incorporation, legal or regulatory position or entity type or structure (but the Swap Agreement will otherwise remain in substantially the same form).

(ii) **Adjustments following adjustments to the Certificates.** If the Calculation Agent determines that any amendments should be made to the Conditions, the Swap Agreement or any other Transaction Documents following the occurrence of a Regulatory Requirement Event as referred to in paragraph 2.1.1(i) above, the Company and the Counterparty may, without the consent of the Trustee or the

Certificateholders, make such adjustments to the Swap Transaction as the Counterparty determines necessary or appropriate to align the Swap Transaction with the amendments made to the Conditions or to implement the proposed amendments relating to the Swap Agreement.

2.4.2 Swap Agreement Termination:

(i) **Additional Termination Events.** If an Additional Termination Event (as described further in paragraph 8 below) has occurred, then the Counterparty may terminate the outstanding Swap Transaction under the Swap Agreement. Following the occurrence of certain of these Additional Termination Events i.e. a Certificates Event of Default, a Charged Assets Redemption Event, a Charged Assets Tax Event, an Increased Tax Event (each as described further in paragraph 8 below), and if so instructed by the Trustee, the Company may also terminate the outstanding Swap Transaction (and the Company will be deemed, in each case, to have delivered a notice of termination if the Certificates are also due to redeem early pursuant to the Conditions following the occurrence of such event and the Counterparty has been notified of this).

(ii) **Swap Agreement Events of Default.** If a Swap Agreement Event of Default (as described further in paragraph 8 below) has occurred in respect of the Company or the Counterparty, the non-defaulting party may terminate the outstanding Swap Transaction under the Swap Agreement, although the Company may only do so with the prior written consent of the Trustee. In addition, if a Swap Agreement Event of Default has occurred in respect of the Counterparty due to the occurrence of certain bankruptcy events in respect of it and the Company has not terminated the outstanding Swap Transaction under the Swap Agreement within 30 calendar days of the occurrence of such event, the Counterparty may terminate the outstanding Swap Transaction under the Swap Agreement.

2.4.3 Miscellaneous actions:

(i) **Counterparty transfer.** Following the occurrence of a Swap Agreement Transfer Right Event (as described further in paragraph 8 below), the Counterparty may, subject to certain conditions (as applicable), transfer its rights and obligations under the Swap Agreement to an Affiliate of JPMSE with a rating, or a credit support provider with a rating, not less than that of the Counterparty (an "**Eligible J.P. Morgan Transferee**").

(ii) **Termination Events leading to transfer or termination.** If the Company or the Counterparty, as applicable, determines that a Swap Termination Event (as described further in paragraph 8 below) has occurred:

(a) (x) in respect of an Illegality or Tax Event affecting either party, the non-affected party, or (y) in respect of a Tax Event Upon Merger affecting the Counterparty, the Company, may, in each case within 30 days of receiving notice from the affected party as to the occurrence of such event and following a failure by the affected party, having used reasonable efforts, to effect such a transfer within 20 days of providing notice of the occurrence of such event, transfer its rights and obligations under the Swap Agreement in respect of any affected Swap Transactions (subject to certain conditions, including the consent of the Trustee) to, in the case of the Company, any other entity or, in the case of the Counterparty, any Eligible J.P. Morgan Transferee, in each case so that such event ceases to exist; or

(b) all outstanding Swap Transactions under the Swap Agreement may be terminated (x) in respect of a Tax Event affecting either party or a Tax Event

Upon Merger affecting the Counterparty, immediately by the Counterparty; (y) in respect of an Illegality where either party is the affected party and following the failure of such affected party to effect a transfer of its rights and obligations under the Swap Agreement within 20 days of providing notice of the occurrence of such event, by the Counterparty; or (z) in respect of an Illegality where the Company is the only affected party and following its failure to effect a transfer of its rights and obligations under the Swap Agreement within 20 days of providing notice of the occurrence of such event, by the Company.

(iii) **Close-out Amount determination.** For the purposes of calculating the Close-out Amount relating to any Early Termination Amount in respect of the termination of any Swap Transaction under the Swap Agreement, the Counterparty or, where the Counterparty is the defaulting party, the Calculation Agent in respect of the Certificates on behalf of the Company may, when determining the Close-out Amount (a) consider any relevant information, including, without limitation, quotations for replacement transactions from third parties, relevant market data or information from internal sources if that information is of the same type used by it in the regular course of its business for the valuation of similar transactions; and (b) include its costs of funding.

(iv) **Default Rate or Non-default Rate determination.** For the purposes of determining the rate of interest payable on overdue amounts by a party under the Swap Agreement in certain circumstances, the party determining the relevant Close-out Amount will determine the rate by reference to the rate offered by a major bank in the relevant interbank market for overnight deposits in the applicable currency, as selected by such determining party for the purpose of obtaining a representative rate reasonably reflecting prevailing market conditions.

(v) **Transfer of Early Termination Amount.** If the Company or the Counterparty (a) is a defaulting party under the Swap Agreement and is obliged to pay an Early Termination Amount to the other party or (b) fails to pay an Early Termination Amount payable by it when due or during any applicable grace period, then the party to whom such amount is owed may transfer its interest in such amount to another entity.

3 Why is it necessary for the Company, the Trustee, the Calculation Agent, the Broker or the Counterparty to make such discretionary determinations following the occurrence of such events?

The investment objective of the Certificates is to allow an investor to make a return on an investment with the Company, which is secured by the Underlying Fund Shares held by the Company and the Company's rights under the Swap Agreement and where the scheduled amounts of interest and principal payable under the Certificates will be funded by the scheduled cashflows in respect of the Underlying Fund Shares and the Swap Agreement. If the Underlying Fund Shares or the Swap Agreement are materially impacted by an unexpected event (for example, the occurrence of a Regulatory Requirement Event), then it may not be possible to maintain the investment objective of the Certificates based on the original terms and conditions of the Certificates or the Swap Agreement and there may be a need to make certain discretionary determinations in order to preserve the original economic objective and rationale of the Certificates.

Discretionary determinations may also be required, for example (i) before the Trustee will take certain actions, (ii) in relation to amendments of a formal, minor or technical nature or which are not materially prejudicial to Certificateholders, (iii) in relation to the replacement of the Custodian, (iv) to determine the

Foreign Exchange Rate for the purposes of calculating any Relevant Currency Proceeds, (v) in relation to the Liquidation or redemption process, (vi) to determine the Close-out Amount for the purposes of calculating any Early Termination Amount under the Swap Agreement or (vii) in anticipation of issues funding amounts due under the Swap Agreement.

The exercise of discretions in many cases will allow the Certificates and the Swap Agreement to continue and avoid the need to redeem them early (for example, with respect to the Counterparty's right to transfer its rights and obligations under the Swap Agreement following the occurrence of a Swap Agreement Transfer Right Event, an Illegality, Tax Event or Tax Event Upon Merger). However, in certain circumstances it may not be possible or practical to make such determinations or adjustments to continue the Certificates as normal and in such circumstances there may be the need to exercise discretion in relation to the early redemption of the Certificates or an early termination of the Swap Agreement.

4 How will the Company, the Trustee, the Calculation Agent, the Broker or the Counterparty make discretionary determinations?

4.1 Company

The Company is generally required to exercise its discretions in good faith and, unless the relevant discretionary term provides otherwise, in a commercially reasonable manner and (where and to the extent that such exercise of discretion or outcome thereof is subject to a regulatory obligation of the relevant entity to ensure fair treatment) which takes into account whether fair treatment is achieved by any such exercise of discretion or outcome thereof in accordance with applicable regulatory obligations.

4.2 Trustee

Under the terms of the Trust Deed, the Trustee has absolute and uncontrolled discretion as to the exercise of its functions (although the Trustee is acting as trustee for the Secured Parties, including the Certificateholders).

4.3 Calculation Agent

The Calculation Agent is generally required to exercise its discretions in good faith and, unless the relevant discretionary term provides otherwise, in a commercially reasonable manner and (where and to the extent that such exercise of discretion or outcome thereof is subject to a regulatory obligation of the relevant entity to ensure fair treatment) which takes into account whether fair treatment is achieved by any such exercise of discretion or outcome thereof in accordance with applicable regulatory obligations.

4.4 Broker

The Broker is generally required to exercise its discretions in good faith and a commercially reasonable manner.

4.5 Counterparty

In the case of certain determinations to be made by the Counterparty in respect of the Certificates, such as in respect of a Charged Assets Default, and some determinations to be made in respect of the Swap Agreement, such as the determination of the Close-out Amount, the Counterparty must exercise its discretion in good faith and in a commercially reasonable manner. Otherwise, in the case of determinations to be made by the Counterparty in respect of the Swap Agreement, such as whether to terminate all outstanding transactions following the occurrence of an Additional Termination Event or whether to transfer the Swap Agreement following the occurrence of a Swap Agreement Transfer Right Event, the Counterparty may make such determinations in its sole discretion.

5 When making discretionary determinations, are the Company, the Trustee, the Calculation Agent, the Broker or the Counterparty obliged to consider the interests of Certificateholders?

The Company, the Calculation Agent, the Broker and the Counterparty do not assume any obligations or duty to, or relationship of agency or trust for or with, any Certificateholder. In making any determination or exercising any discretion, the Company, the Calculation Agent, the Broker and the Counterparty are not obliged to consider the individual interests or circumstances of any particular investor. By contrast, the Trustee is required to have regard to the interests of the Certificateholders when making any determination or exercising any discretion.

6 What is the effect of such event or action taken by the Company, the Trustee, the Calculation Agent, the Broker or the Counterparty on the Certificates?

Any of the above actions, if taken by the Company, the Trustee, the Calculation Agent, the Broker or the Counterparty (as the case may be) may result in a reduced return on the Certificates or have a material adverse impact on the value of the Certificates. For example, the Early Redemption Amount could be less than such investor's initial investment and may be reduced to zero.

Further, if the Certificates are redeemed early prior to the scheduled maturity, an investor may be unable to reinvest the redemption proceeds in another investment at the time that provides an equivalent return.

7 Will the Company notify me if such an event occurs or if it takes any of the above actions?

The Company will generally give notice to Certificateholders as soon as reasonably practicable of:

- Any replacement of the Custodian in accordance with Condition 4(a);
- Any Liquidation Event (and the Principal Paying Agent will notify Certificateholders of any Liquidation Failure Event) in accordance with Condition 4(d);
- The occurrence of any event that requires the Company to redeem the Certificates early (including the designation of an Early Termination Date in respect of the Swap Agreement, a Holder Information Reporting Compliance Default, an Increased Tax Event, a Market Value Early Redemption Event or a Fund Event);
- Any modification, waiver or authorisation of a breach or proposed breach of the Trust Deed or a Related Agreement by the Trustee in accordance with Condition 18(b).

The Company will also give notice to the Certificateholders of a postponement to the Maturity Date in accordance with Credit Linked Provision 3.3.

8 Summary of the events giving rise to discretionary determinations

Event	Summary of the event(s)	Party exercising discretion	Type of discretion
Regulatory Requirement Event	The non-compliance of (i) any of the transactions contemplated by the Conditions and the Transaction Documents; (ii) the Company and/or any Transaction Party; or (iii) the Company's or any Transaction	Calculation Agent	Adjustments (see paragraph 2.1.1(i) above)

Event	Summary of the event(s)	Party exercising discretion	Type of discretion
	Party's future business transactions with a Relevant Regulatory Law.		
Increased Tax Event	A governmental, legal or regulatory imposition by any jurisdiction on the Company would (i) materially increase its cost of complying with its obligations under the Trust Deed or the Certificates, or its operating or administrative expenses; or (ii) oblige the Company or the Trustee to make any payment on the amount of any sum receivable by the Company or the Trustee (and such increased cost, administrative expense or payment is beyond the control of the Company or the Calculation Agent), other than due to an Information Reporting Regime or Section 871(m) of the U.S. Internal Revenue Code (the "**Code**").	Company	Early Redemption (see paragraph 2.1.2(i) above)
Holder Information Reporting Compliance Default	Any failure of any beneficial owner of the Certificates to provide sufficient forms, documentation or information (i) relating to such beneficial owner's status under applicable law (including, without limitation, any Information Reporting Regime), as reasonably requested by the Company for the purposes of compliance with applicable law; or (ii) to any withholding agent to allow it to make payments on the Certificates without any deduction or withholding relating to any U.S. withholding tax.	Company	Early Redemption (see paragraph 2.1.2(ii) above)
Market Value Early Redemption Event	The market value of the Certificates is less than, or equal to, the Market Value Threshold.	Calculation Agent	Early Redemption (see paragraph 2.1.2(iv) above
Liquidation Event	The occurrence of any of the following: (i) the Company gives notice that the Certificates will be redeemed early; (ii) the Counterparty designates an Early Termination Date in respect of the Swap Agreement where such designation is made on or after the Maturity Date of the Certificates; or (iii) the Trustee gives notice declaring the Certificates due and repayable following an Event of Default.	Broker	Liquidation (see paragraph 2.2.1(i) above)

Event	Summary of the event(s)	Party exercising discretion	Type of discretion
Charged Assets Default	The Company, the Counterparty or any of the Certificateholders notifies the Trustee that (i) a Custodian/Agent Failure to Pay has occurred; or (ii) certain information exists that the Fund has defaulted on its obligations thereunder or become insolvent.	Company or Counterparty	Early Redemption (see paragraph 2.2.2.(i) above)
Fund Event	The occurrence of any of the following events: (i) insolvency in respect of the Fund, its management company or any of its service providers, (ii) a merger or other consolidation in respect of the Fund, (iii) a termination of the Fund, (iv) nationalisation of the Fund and (v) any Fund Extraordinary Events (such as litigation involving the Fund, events which affect the calculation of the net asset value and performance of the Fund or events which affect the trading of the Fund, any operational failures, other legal and regulatory constraints or a material change in the composition of assets in which the Fund invests from that as at the Trade Date).	Calculation Agent	Early Redemption (see paragraph 2.2.2(ii) above
Credit Event	The occurrence in respect of any Reference Entity or any Obligation of any Reference Entity of any of the events specified as being Credit Events applicable to such Reference Entity in the Standard.	Calculation Agent	Credit-Linked Redemption (see paragraph 2.3 above).
Swap Agreement Transfer Right Event	The occurrence of any of the following: (i) an Additional Termination Event (as described further below), in each case affecting the Counterparty, which would cease to be continuing if the Counterparty transferred its rights under the Swap Agreement; or (ii) a merger or other consolidation in respect of the Counterparty.	Counterparty	Counterparty transfer (see paragraph 2.3.3(i) above).
		Counterparty and Company	Adjustments (see paragraph 2.3.1(i) above)
Swap Agreement Event of Default	The occurrence of any of the following: (i) with respect to the Company or the Counterparty: (a) a default in any payment or delivery under the Swap Agreement if unremedied for three Local Business Days; (b) a failure to comply with undertakings set out in a confirmation under the Swap Agreement; or (c) a Bankruptcy (as described in the Swap Agreement); or	Company or Counterparty	Swap Agreement Termination (see paragraph 2.3.2(ii) above)

Event	Summary of the event(s)	Party exercising discretion	Type of discretion
	(ii) with respect to the Company only: (a) a breach of certain obligations and restrictions under the Swap Agreement (including not acting in accordance with the Trustee's instructions and permitting certain actions relating to the Charged Assets without Counterparty consent) if unremedied for 45 days or until 14 days before any payment date in respect of the Charged Assets; or (b) a Merger Without Assumption (as described in the Swap Agreement), (each, a "**Swap Agreement Event of Default**").		
Swap Termination Event	**Illegality**: It becomes unlawful under any applicable law for the Company or the Counterparty (or their Credit Support Providers) to perform or comply with any material provision of the Swap Agreement (or credit support documentation) or compliance would result in any affiliate of such party being in violation of applicable law (an "**Illegality**").	Company or Counterparty	Termination Events leading to transfer or termination (see paragraph 2.3.3(ii) above)
	Tax Event: Due to (a) any court action or action taken by a taxing authority or (b) a change in tax law, there is a substantial likelihood the Company or the Counterparty will be required to, with respect to any payment under the Swap Agreement (i) gross up amounts due to taxes imposed (other than taxes only imposed due to a connection between the relevant party and the jurisdiction of taxation or certain U.S. taxes) or receive an amount subject to withholding or deduction; or (ii) in respect of the Counterparty, pay any U.S. insurance excise tax (each, a "**Tax Event**").	Company or Counterparty	
	Tax Event Upon Merger: Due to a consolidation, amalgamation or merger with or into, or a transfer of all or substantially all its assets to, another entity, the Counterparty will on the next succeeding scheduled payment date be required to gross up amounts payable under the Swap Agreement due to an Indemnifiable Tax or receive an amount subject to withholding or deduction.	Company or Counterparty	

Event	Summary of the event(s)	Party exercising discretion	Type of discretion
Additional Termination Events	**Increased Tax Event**: As described above.	Company or Counterparty	Swap Agreement Termination (see paragraph 2.3.2(i) above)
	Certificates Event of Default: The occurrence of any of the following in respect of the Certificates: (i) a default in the payment of any amount, if unremedied for at least five Payment Business Days; (ii) a failure by the Company to perform or observe any of its other obligations for at least 30 days; (iii) certain bankruptcy events in respect of the Company; or (iv) a Charged Assets Default (each, a "**Certificates Event of Default**").	Company or Counterparty	
	Charged Assets Redemption Event: Any assets, instruments, deposits or securities comprising all or part of the Underlying Fund Shares are called for redemption or repayment prior to their scheduled maturity date as a result of any tax or associated reporting requirements being imposed in respect of payments under such assets.	Company or Counterparty	
	Charged Assets Tax Event: If (i) any payment due to the Company in respect of any Charged Assets is subject to deduction, withholding or other taxes, duties or charges (or the Company must pay such charges); (ii) the Company is required by law to comply with any reporting requirement; or (iii) any withholding pursuant to FATCA, including if the Company is a non-participating foreign financial institution for the purposes of FATCA, except, in each case, where the Company is able to file or execute documents to avail itself of an exemption.	Company or Counterparty	
	Withholding Event: The Company or the Counterparty will, or there is a substantial likelihood that it will, in respect of any payment under the Swap Agreement, be required to make a deduction or withholding imposed pursuant to (i) an Information Reporting Regime; or (ii) Sections 871 and 881 of the Code, including if the Company is	Counterparty	

Event	Summary of the event(s)	Party exercising discretion	Type of discretion
	a non-participating foreign financial institution for the purposes of FATCA.		
	Regulatory Event: The Counterparty determines in its sole discretion that certain regulatory consequences are applicable to the Swap Agreement due to a Relevant Regulatory Law, including the parties being required to clear, or mitigate risk in respect, of any transaction, the Counterparty being required to maintain a transaction with a different legal entity; the imposition of a financial transaction tax; the Company or the Counterparty becoming an alternative investment fund manager, or the Counterparty or the Company becoming restricted in their ability to perform their obligations under the Swap Agreement.	Counterparty	
	Redenomination Event: Due to the adoption of or any change in any applicable law or regulation (i) a payment obligation under the Swap Agreement ceases to be denominated in euro; or (ii) it would be unlawful, impossible or impractical for the Company or the Counterparty to pay or receive payments in euro (including if precluded by exchange controls or similar restrictions).	Counterparty	
	Amendment without Consent: Any amendment is made to the Conditions or a Transaction Document which adjusts the amount, timing or priority of any payments or deliveries due between the Company and the Counterparty under the Certificates or the Transaction Documents and the Counterparty does not consent to such amendments.	Counterparty	

MASTER CONDITIONS

The following is the text of the terms and conditions which, as amended, supplemented and/or completed by the Pricing Conditions and, while the Certificates are represented by a Global Certificate, as supplemented and amended by the provisions of such Global Certificate (including any legend or capitalised text thereon), shall apply to the Certificates.

Capitalised terms unless otherwise defined shall have the meanings given to them in Condition 25.

The Certificates are constituted and secured by an issue deed dated on or before the Issue Date (the "**Issue Deed**"), supplemental to a Principal Trust Deed made between, amongst others, the Company and U.S. Bank National Association as initial trustee for the Certificates. The Principal Trust Deed and the Issue Deed together comprise the "**Trust Deed**". These Master Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed (copies of which are available for inspection at the registered office of the Company and the specified office of the Principal Paying Agent or may be provided by email to a Certificateholder following their prior written request to any Paying Agent or the Company and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent or the Company, as the case may be)). The Principal Trust Deed includes the form of the Certificates in bearer form and the form of any registered certificates (the "**Certificates**") to be issued in respect of registered Certificates, the interest coupons (if any) relating to Certificates in bearer form (the "**Coupons**"), the talons (if any) for further Coupons (the "**Talons**") and the instalment receipts (if any) for the payment of principal by instalments on Certificates in bearer form (the "**Receipts**"). Certificateholders and Couponholders are entitled to the benefit of, and are deemed to have notice of and are bound by, all the provisions contained in the Trust Deed and the applicable Pricing Conditions and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

An Agency Agreement has been entered into in relation to the Certificates between the Company, the Trustee and certain agents in respect of the Certificates being the calculation agent, the principal paying agent, the registrar(s) and the paying agents and transfer agents.

A Custody Agreement has been entered into in relation to the Certificates between the Company, the Trustee and the custodian specified in the Pricing Conditions (and which shall be The Bank of New York Mellon, London Branch or such other entity as may be specified as such in the applicable Pricing Conditions). All Outstanding Assets comprising Counterparty Posted Collateral taking the form of securities will be held or caused to be held on behalf of the Company by the custodian pursuant to the Custody Agreement or pursuant to such other agreement as may be specified in the applicable Pricing Conditions.

Unless otherwise specified in the applicable Pricing Conditions, the initial Agents shall be as follows:

(i) the initial Calculation Agent shall be JPMSE;

(ii) the initial Principal Paying Agent shall be The Bank of New York Mellon, London Branch;

(iii) the initial Registrar in respect of Registered Certificates shall be The Bank of New York Mellon SA/NV, and shall be Dublin Branch in respect of Certificates that are specified in their Pricing Conditions to be subject to Non-U.S. Distribution;

(iv) the initial Paying Agents in respect of Bearer Certificates shall be the initial Principal Paying Agent and The Bank of New York Mellon SA/NV, Dublin Branch; and

(v) the initial Transfer Agents in respect of Registered Certificates shall be the initial Principal Paying Agent together with, in respect of Certificates that are specified in their Pricing Conditions to be subject to Non-U.S. Distribution, The Bank of New York Mellon SA/NV, Dublin Branch.

In connection with any issue of Certificates, the Company may appoint agents other than, or additional to, the Agents specified above as the initial Agents. Such other or additional Agents shall be specified in the applicable Pricing Conditions. References in these Conditions to Agents shall be to the initial

Agents specified above or, if different, specified in the applicable Pricing Conditions or the then current Successor (as defined in the Trust Deed) (whether direct or indirect) of such Agent appointed in accordance with the Conditions and the Trust Deed with respect to such Series.

In addition, where the applicable Pricing Conditions specify that there is a Portfolio Manager, a portfolio management agreement (the "**Portfolio Management Agreement**") shall be entered into in respect of the Certificates which shall comprise a Principal Portfolio Management Agreement entered into between the Company, the Portfolio Manager and the Trustee and a supplemental portfolio management agreement that specifically relates to the Certificates (the "**Supplemental Portfolio Management Agreement**").

The Company has also entered into a Master Swap Agreement in the form of the 1992 ISDA Master Agreement (Multicurrency – Cross Border) published by ISDA and a schedule thereto between the Company and JPMSE or, if different, the entity specified as the Counterparty in the applicable Pricing Conditions (the "**Counterparty**"). If, in respect of a Series, "Credit Support Annex" is specified as "Applicable" in the applicable Pricing Conditions, then the Company and the relevant Counterparty, by execution of a Confirmation in respect of a Swap Transaction relating to the Certificates, will be deemed to enter into a credit support annex under the Master Swap Agreement in the form of the ISDA 2016 Credit Support Annex for Variation Margin (VM) Copyright © 2016 by the International Swaps and Derivatives Association, Inc. but which relates only to such Series (the "**Credit Support Annex**").

Pursuant to the Credit Support Annex:

(i) if "Applicable - Payable by Company" is specified in the applicable Pricing Conditions, the Company shall, if required in accordance with the terms of the Credit Support Annex, transfer from time to time some or all of the Outstanding Assets to the Counterparty;

(ii) if "Applicable - Payable by Counterparty" is specified in the applicable Pricing Conditions, the Counterparty shall, if required in accordance with the terms of the Credit Support Annex, transfer from time to time collateral (which satisfies the eligibility requirements in the Credit Support Annex) to the Company; and

(iii) if "Applicable - Payable by Company and Counterparty" is specified in the applicable Pricing Conditions, the Company shall, if required in accordance with the terms of the Credit Support Annex, transfer from time to time some or all of the Outstanding Assets to the Counterparty and the Counterparty shall also, if required in accordance with the terms of the Credit Support Annex, transfer from time to time collateral (which satisfies the eligibility requirements in the Credit Support Annex) to the Company.

Collateral transferred by the Company pursuant to the Credit Support Annex will be deemed to be released by the Trustee from the Security described in Condition 4(a) (*Security*) immediately prior to the delivery or transfer of such Outstanding Assets by or on behalf of the Company to the Counterparty.

Subject to the following, if the applicable Pricing Conditions specify that a Swap Agreement has been entered into, the Company and the relevant Counterparty will enter into one or more confirmations (each, a "**Confirmation**") pursuant to the Master Swap Agreement, documenting the terms of one or more swap transactions (each, a "**Swap Transaction**") relating to the Certificates effective on the Issue Date (such Confirmation(s), together with the Master Swap Agreement, the "**Swap Agreement**").

For so long as JPMSE or any Eligible J.P. Morgan Transferee (as defined below) is acting as Counterparty, following the occurrence of (i) any Additional Termination Event (as defined in the Swap Agreement) which would cease to be continuing (as determined by the Counterparty) if the Counterparty transferred its rights and obligations under the Swap Agreement to an Eligible J.P. Morgan Transferee (including, without limitation, a Withholding Event, a Regulatory Event, a Redenomination Event (in each case, as defined in the Swap Agreement)), (ii) a Reference Rate Default Event, where such Reference Rate Default Event occurs due to the Calculation Agent determining that the Adjustment Spread is or

would be an interest rate, benchmark, index or other price source whose production, publication, methodology or governance would subject the Counterparty to material additional regulatory obligations, which would cease to be continuing (as determined by the Counterparty) if the Counterparty transferred its rights and obligations under the Swap Agreement to an Eligible J.P. Morgan Transferee (a "**Counterparty Reference Rate Default Event**"), (iii) in the case of Certificates any of which are then rated at the request of the Company, an Initial Rating Event (as defined in the Swap Agreement) or (iv) a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all of the Counterparty's assets to, another entity (each, a "**Swap Agreement Transfer Right Event**"), JPMSE or such Eligible J.P. Morgan Transferee shall have the right to transfer its obligations and rights under the Swap Agreement entered into in connection with the Certificates to any Affiliate of JPMSE, provided that, in each case, such transferee, or any credit support provider thereto, has a rating not less than that of the relevant transferor, or (if higher) the rating of any credit support provider thereto (each, an "**Eligible J.P. Morgan Transferee**"), subject to the consent of the Trustee and the Portfolio Manager (if any) (such consent not to be unreasonably withheld) and subject to Rating Agency Affirmation. Notwithstanding the foregoing, (1) in respect of a Swap Agreement Transfer Right Event that is a Counterparty Reference Rate Default Event, JPMSE or the relevant Eligible J.P. Morgan Transferee shall only have the right to transfer its obligations and rights under the Swap Agreement within 20 days of the date of occurrence of such Swap Agreement Transfer Right Event, (2) in respect of a Swap Agreement Transfer Right Event that is an Initial Rating Event, no consent of the Trustee or the Portfolio Manager or Rating Agency Affirmation shall be required in respect of a transfer to an Eligible J.P. Morgan Transferee, to the extent that such transfer is in accordance with the terms of the Swap Agreement and (3) in respect of a Swap Agreement Transfer Right Event that occurs due to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all of the relevant transferor's assets to, another entity and the transfer is to such other entity, such transferee is not required to be an Eligible J.P. Morgan Transferee (such transferee, a "**New Counterparty**") and no consent of the Trustee or the Portfolio Manager or Rating Agency Affirmation shall be required in respect of such transfer. Upon such transfer, references in these Conditions to the "**Counterparty**" shall be read and construed as references to such New Counterparty or Eligible J.P. Morgan Transferee, as applicable. In respect of any such transfer of rights and obligations, the Swap Agreement, including the Master Swap Agreement forming part of the Swap Agreement, may be amended to reflect any differences between the transferor and the transferee in terms of jurisdiction of establishment or incorporation, legal or regulatory position or entity type or structure, but shall otherwise be in substantially the same form as the Swap Agreement between the Company and the relevant transferor.

For the avoidance of doubt, any transfer of the Counterparty's rights and obligations shall be of all its rights and obligations under the Swap Agreement (and each swap transaction thereunder) entered into in respect of a Series of Certificates.

Each Swap Agreement includes any further Confirmations executed or alternative documentation entered into in relation to any further Certificates issued by the Company which are to form a single Series with the Certificates.

The "**Principal Trust Deed**", "**Agency Agreement**", "**Custody Agreement**", "**Principal Portfolio Management Agreement**" (where applicable) and "**Master Swap Agreement**" were first entered into by the respective parties thereto executing a programme deed (the "**Programme Deed**") or one or more supplements thereto. The Programme Deed or supplement, as applicable, specifies certain master trust terms, master agency terms, master custody terms, master portfolio management terms and master swap terms. By their execution of the relevant Programme Deed or supplement, the relevant parties have entered into a Principal Trust Deed, Agency Agreement, Custody Agreement, Principal Portfolio Management Agreement and Master Swap Agreement in the form of the specified master trust terms, master agency terms, master custody terms, master portfolio management terms and master swap terms (together, in the case of the master swap terms, with the 1992 ISDA Master Agreement (Multicurrency – Cross Border) and the ISDA 2016 Credit Support Annex for Variation Margin (VM) (Bilateral Form - Transfer), each published by ISDA), respectively, subject in each case to such

amendments or supplements to such master terms documents as are specified in the relevant Programme Deed or supplement thereto the execution of which created such document(s). With respect to the Certificates, references to the Principal Trust Deed, Agency Agreement, Custody Agreement, Principal Portfolio Management Agreement (where applicable) and Master Swap Agreement are to those documents as amended, supplemented or replaced from time to time in relation to the Programme up to and including the Issue Date of the Certificates (including any amendments, supplements or replacements made with respect only to that particular issue of Certificates, whether in the Issue Deed, in a supplemental programme deed or otherwise) and as they may then be subsequently amended, supplemented or replaced in respect of the Certificates as permitted by the Conditions and the Trust Deed with respect to such Series.

Application may be made to list the Certificates on any stock exchange.

The Certificates may be rated by one or more Rating Agency. Any references in the Conditions to "Rating Agency Affirmation" shall only be applicable where such Certificates are rated by one or more of the Rating Agencies at the request of the Company.

1 Form, Denomination and Title

The Certificates are Bearer Certificates or Registered Certificates in the relevant Denomination.

All Registered Certificates of a Series and Class (if any) shall have the same Denomination. For such purpose, if the applicable Pricing Conditions specify that the Denomination of a Certificate comprises a Minimum Denomination and integral multiples of the Calculation Amount in excess thereof then, in the context of Registered Certificates only, the Denomination for such Registered Certificates shall be deemed to be the Calculation Amount and the Minimum Denomination shall represent the minimum aggregate holding required of a Certificateholder. Transfers that would result in the transferee or transferor holding less than such minimum aggregate holding shall not be permitted.

Bearer Certificates are issued with certificate numbers and with Coupons (and, where appropriate, one or more Talons) attached save in the case of Certificates which do not bear interest in which case references to interest (other than in relation to interest due after the due date for redemption in respect of overdue amounts of principal), Coupons and Talons in these Conditions are not applicable. Any Bearer Certificate the principal amount of which is redeemable in instalments is issued with one or more Receipts attached.

Registered Certificates may be Certificated Certificates or Uncertificated Certificates, as specified in the applicable Pricing Conditions.

Title to the Bearer Certificates and any Receipts, Coupons and Talons appertaining thereto shall pass by delivery. Title to the Registered Certificates shall pass by registration in the Register which the Company shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement. Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Bearer Certificate, Receipt, Coupon or Talon shall be deemed to be and may be treated as the absolute owner of such Certificate, Receipt, Coupon or Talon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Certificate, Receipt, Coupon or Talon shall be overdue and notwithstanding any notice of ownership, theft or loss thereof or any writing thereon made by anyone.

The Company, the Trustee and each Paying Agent shall deem and treat each Certificateholder and Couponholder as the absolute owner of the relevant Certificate, Receipt, Coupon or Talon (whether or not such Certificate, Receipt, Coupon or Talon shall be overdue and notwithstanding any notice of ownership or writing thereon or, in the case of Registered Certificates, on any Certificate representing it) for the purpose of making payments and for all other purposes.

2 No Exchange of Certificates; Transfers of Registered Certificates; Deemed Representations

(a) No Exchange of Certificates

Registered Certificates may not be exchanged for Bearer Certificates. Bearer Certificates of one Denomination may not be exchanged for Bearer Certificates of another Denomination. Bearer Certificates may not be exchanged for Registered Certificates.

(b) Transfer of Registered Certificates

Registered Certificates may be transferred in their Denomination upon (i) the submission of the form of transfer endorsed on the Certificate representing such Certificates where Certificates are issued or, in the case of Uncertificated Certificates, available from the Registrar or any Transfer Agent duly completed and executed and (ii) except in the case of Uncertificated Certificates, the surrender of the Certificate, at the specified office of the Registrar or any Transfer Agent. In the case of a transfer of part only of a Registered Certificate, except in the case of Uncertificated Certificates, a new Certificate in respect of the balance not transferred will be issued to the transferor. In the case of Uncertificated Certificates, the Registrar shall write to the transferee of any Certificate confirming that the Register has been adjusted to effect the transfer. All transfers of Certificates and entries on the Register will be made in accordance with the detailed regulations concerning transfers of Certificates scheduled to the Agency Agreement. The regulations may be changed by the Company, with the prior written approval of the Registrar, the Principal Paying Agent, the Transfer Agents and the Trustee.

(c) Delivery of new Certificates

Each new Certificate to be issued upon transfer of Registered Certificates will, within seven business days (being a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Transfer Agent or the Registrar to whom such form of transfer shall have been delivered) of receipt of such form of transfer, be available for delivery at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom such delivery shall have been made or, at the option of the holder making such delivery as aforesaid and as specified in the relevant form of transfer, be mailed at the risk of the holder entitled to the new Certificate to such address as may be specified in such form of transfer.

(d) Transfers free of charge

Transfer of Certificates on registration or transfer will be effected without charge by or on behalf of the Company, the Registrar or the Transfer Agents, but upon payment (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require) by the relevant Certificateholder in respect of any tax, duty or other governmental charges which may be imposed in relation to such registration or transfer.

(e) Closed periods

No Certificateholder may require the transfer of a Registered Certificate to be registered during the period of 15 days ending on the due date for any payment of principal on that Certificate.

(f) Deemed Representations

If the applicable Pricing Conditions specify that Certificates are subject to Non-U.S. Distribution, each Certificateholder, Couponholder and beneficial owner of a Certificate, will, on each date on which such person (x) accepts delivery of the programme memorandum relating to the Certificates or a standalone prospectus or the Pricing Conditions produced by the Company in respect of a particular Tranche of Certificates or other offering document in respect of such Certificates and (y) purchases such Certificate or beneficial interest, be deemed to have represented, agreed and acknowledged as follows:

(i) the Certificates or such beneficial interest have been acquired in an offshore transaction (as such term is defined under Regulation S under the Securities Act);

(ii) the Certificates have not been and will not be registered under the Securities Act and it will not, at any time during the term of the Certificates, offer, sell, pledge, otherwise transfer or, in the case of Certificates in bearer form, deliver Certificates within the United States to, or for the account or benefit of, any person who is an Ineligible Investor;

(iii) no person has registered nor will register as a "commodity pool operator" of the Company under the U.S. Commodity Exchange Act of 1936 and the U.S. Commodity Futures Trading Commission Rules thereunder;

(iv) it is not an Ineligible Investor;

(v) to the extent it is acting for the account or benefit of another person, such other person is not an Ineligible Investor; and

(vi) the Company, the Dealer and its Affiliates, and others will rely upon the truth and accuracy of the foregoing representations, agreements and acknowledgments.

3 Status

The Certificates, Receipts and Coupons (if any) are secured obligations of the Company and rank *pari passu* without any preference among themselves unless otherwise specified in the applicable Pricing Conditions. The Certificates represent limited recourse obligations of the Company. Certificateholders and Couponholders must rely solely upon payments under the Swap Agreement(s) (if any) and under the Charged Assets in accordance with (and subject to the priority provisions described in) Condition 4.

4 Security

(a) Security

For each Series issued by it, pursuant to the Issue Deed in respect thereof, the Company with full title guarantee and as continuing security (subject to the provisions of this Condition 4) for the Secured Liabilities:

(i) charges by way of a first fixed charge in favour of the Trustee:

(1) the Original Charged Assets;

(2) the Outstanding Assets from time to time (and with any Counterparty Posted Collateral being subject to such charge upon delivery by the Counterparty to the Company);

(3) all proceeds of, income from and sums arising from any Outstanding Assets held by or on behalf of the Company from time to time; and

(4) all assets and property hereafter belonging to the Company and deriving from the assets described in Conditions 4(a)(i)(1) to (3) above or the rights attaching thereto;

(ii) assigns by way of security in favour of the Trustee:

(1) all rights attaching to or relating to the Outstanding Assets from time to time, including, without limitation, any right to delivery of such securities or to an equivalent number or nominal value thereof which arises in connection with any such assets being held in a clearing system or through a financial intermediary;

(2) all assets and property hereafter belonging to the Company and deriving from the assets described in Condition 4(a)(ii)(1) above or the rights attaching thereto;

(3) the Company's rights, title and interest under the Custody Agreement, to the extent that such rights, title and interest relate to the assets and/or other property and/or any other rights, title or interest referred to in Conditions 4(a)(i) and/or 4(a)(ii)(5) or otherwise relate to the Certificates or the Swap Agreement;

(4) the Company's rights, title and interest under the Agency Agreement, to the extent that such rights, title and interest relate to sums held to meet payments due in respect of the Certificates and other than sums held by the Principal Paying Agent on behalf of any Counterparty in accordance with the Agency Agreement;

(5) all rights, title and interest of the Company in respect of any deposit made by the Company with the Custodian or any other Deposit Taker, to the extent that such rights, title and interest relate to the Certificates or the Swap Agreement; and

(6) the Company's rights, title and interest under the Portfolio Management Agreement (if any) and in respect of all proceeds and sums arising therefrom; and

(iii) where there is a Swap Agreement, assigns by way of security in favour of the Trustee all the Company's rights, title and interest under the Swap Agreement and, to the extent that it relates to that Swap Agreement, any Credit Support Document relating to any Credit Support Provider (both as defined in the Swap Agreement) of the Counterparty and all proceeds of and sums arising therefrom without prejudice to, and after giving effect to, any contractual netting provision contained in the Swap Agreement.

The Security shall not include any amounts paid as subscription moneys for the existing share capital of the Company or amounts standing to the credit of the account of the Company to which any transaction fees earned by the Company in respect of its effecting the relevant Tranche and to which amounts available to the Company to meet the costs and expenses payable by it are credited or the Company's rights in respect of such amounts.

References in the Conditions to the amount of the Outstanding Assets shall be construed, in the case of cash deposits comprised therein, as references to the amount of any such deposit and, in the case of other assets comprised therein, as references to the principal amount of any such assets.

Unless otherwise specified in the applicable Pricing Conditions, the relevant Original Charged Assets will be purchased or entered into on or about the Issue Date for a Series or Tranche and those that take the form of securities will be held pursuant to the Custody Agreement by the Custodian acting through its London office, subject to the security referred to above. The Company reserves the right at any time to replace the Custodian in accordance with the terms of the Custody Agreement provided that (a) the replacement Custodian is an Eligible Replacement Custodian, (b) the Counterparty provides its prior written consent to such replacement and (c) effective security is granted in favour of the Trustee over the Company's rights, title and interest under the relevant replacement Custody Agreement to the extent that such rights, title and interest relate to the assets and/or other property and/or any other rights, title or interest referred to in Conditions 4(a)(i) and/or 4(a)(ii)(5) or otherwise relate to the Certificates or the Swap Agreement. Notice of such change shall be given to the Certificateholders in accordance with Condition 17. The Company shall maintain a Custodian for so long as the Certificates remain outstanding.

Subject as provided in Condition 4(g), cashflows generated by the Charged Assets and/or the Swap Agreement (if any) will be utilised by the Company in making payments in respect of the Certificates and other amounts due.

The Company may provide that two or more Series of Certificates share in the same Security. If this is applicable this shall be specified in the applicable Pricing Conditions relating to the relevant Series, which shall also specify the basis on which such Series share such Security.

In this Condition 4, any notice required to be given by, or on behalf of, the Company if not given within a reasonable time after the events or circumstances giving rise to the cause for such notice have occurred, shall be capable of being given by or on behalf of the holders of at least 50 per cent. of the aggregate principal amount of the Certificates then outstanding by written notice to each party required to be so notified, and such notice shall be deemed to be notice from the Company provided that the conditions to the giving of such notice have otherwise been satisfied.

(b) The Trustee

The Trustee shall not be required to take any action in relation to the Security that would involve the Trustee in personal liability or expense unless indemnified and/or prefunded and/or secured to its satisfaction against all Related Liabilities. The Trustee will not be liable to the Company or anyone else for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any enforcement of the Security or from any act or default of the Trustee, its officers, employees or agents in relation to the Security except to the extent caused by the Trustee's own fraud or wilful misconduct or that of its officers or employees.

(c) Application of proceeds

The Company shall on each Company Application Date (in relation to a Liquidation) and the Trustee shall on each Trustee Application Date (in relation to an enforcement of Security) apply any sums available to it on such date that are derived from the Mortgaged Property for the Certificates (including, for the avoidance of doubt, any Make-Whole Amount pursuant to Condition 11) as set out below but, in each case, only after deduction of (in the following order of priority) (i) any taxes required to be paid by virtue of the realisation of any assets or property in connection with any Liquidation or enforcement of the Security and (ii) any costs, charges, expenses and liabilities incurred by the Company and any entity appointed as Broker by virtue of the realisation of any assets or property in connection with any Liquidation or enforcement of the Security and provided that, before applying such proceeds as aforesaid, the Trustee may deduct, or in respect of a Company Application Date, subject to payment by the Company to the Trustee of its expenses, remuneration and other amounts due to the Trustee (including legal fees) in respect of the Certificates (including such expenses, remuneration or other amounts that have arisen in connection with any enforcement of the Security):

(i) firstly, where a Credit Support Annex is applicable to the Certificates pursuant to which the Counterparty posts collateral and there has been an Early Termination Date in respect of a Swap Agreement Termination, in meeting the claims of the Counterparty in respect of any payments then due to the Counterparty in accordance with the Swap Agreement (if any) up to a total aggregate amount equal to the Credit Support Excess;

(ii) secondly, in meeting all claims of the Custodian for reimbursement of payments properly made to any party (other than the Principal Paying Agent) in respect of sums receivable on the Outstanding Assets and/or the Principal Paying Agent for reimbursement in respect of payments of principal and interest properly made to holders of Certificates, Coupons and Receipts, respectively, and in respect of any expenses, costs, claims or liabilities properly incurred by the Custodian or the Agents in the performance of their duties under the Custody Agreement or the Agency Agreement, respectively;

(iii) thirdly, in payment of any Priority Payments specified in the applicable Pricing Conditions, which are due and payable by the Company;

(iv) fourthly, in making any remaining payments then due to the Counterparty in accordance with the Swap Agreement (if any);

(v) fifthly, in making any payment of Management Fees due to the Portfolio Manager (if any) in accordance with the Portfolio Management Agreement;

(vi) sixthly, in meeting *pro rata* the claims of the Certificateholders and (if applicable) the Couponholders, including provision for any future payments which may become due and payable to the Certificateholders and (if applicable) the Couponholders; and

(vii) seventhly, provided that no further amounts remain to be determined or are due and payable under the Swap Agreement (if any), in payment of the balance to the Company.

Notwithstanding the above, no sums shall be applied in accordance with the foregoing paragraphs (i) to (vii) at any time whilst a calculation or determination of a payment due under the Swap Agreement is pending and until an Early Termination Date has occurred in respect of the Swap Agreement. If payment of any sum has been deferred as a result of the operation of the preceding sentence then the date on which the conditions set out in the preceding sentence are satisfied shall be treated as a Company Application Date or Trustee Application Date, as the case may be. If, upon a Swap Agreement Termination, the Company is owed sums from the Counterparty under the Swap Agreement which are unpaid (and does not itself owe the Counterparty any sums thereunder) but the Outstanding Assets have been Liquidated or otherwise realised so as to be in the form of cash then the Company or, following the occurrence of an Enforcement Event and enforcement of the Security, the Trustee, as the case may be, shall apply the sums available to it in accordance with the above. Following any payments received from the Counterparty it will then apply them in accordance with the above.

If, upon a Swap Agreement Termination, the Counterparty or its agent or representative has indicated that it disagrees with any calculations or determinations made in respect of the Swap Agreement or the Company has reasonable grounds for anticipating that there will be such a disagreement (and, for this purpose, the mere fact that the Counterparty is subject to an insolvency or analogous event shall not, of itself, constitute reasonable grounds), the Company in the case of a Company Application Date or the Trustee in the case of a Trustee Application Date may prior to any payment made under this Condition 4(c), (i) require to be indemnified and/or secured and/or pre-funded (in the case of the Trustee, to its satisfaction against all Related Liabilities) in respect of any payment that might be required to be made to the Counterparty should the relevant determination or determinations be found or agreed to be incorrect, and/or (ii) make such retention as seems reasonable to it in order to provide for any payments that might be required to be made by or on behalf of the Company should the relevant calculations or determinations be found or agreed to be incorrect.

(d) Method of Liquidation of Outstanding Assets prior to enforcement of the security

If a Liquidation Event occurs, the Company shall notify (or procure notification of) the Trustee, the Principal Paying Agent, the Custodian, the Counterparty, the Calculation Agent and the Broker (if any) of such occurrence as soon as reasonably practicable after the Company becomes aware of the same. The Principal Paying Agent shall notify the Certificateholders (in accordance with Condition 17) as soon as reasonably practicable after receiving any such notice.

During every Liquidation Period, other than in circumstances involving a Liquidation Failure Event, the Broker, acting on behalf of the Company, shall realise all Outstanding Charged Assets and all Counterparty Posted Collateral by way of sale or redemption other than those in the form of on-demand cash deposits save that the Broker shall not realise any Outstanding Assets that are scheduled to redeem or repay in full during the Liquidation Period other than if such Outstanding Assets fail to make payment in respect of such redemption or repayment when due. Notwithstanding the above, no Liquidation shall occur following the occurrence of a Bankruptcy Event of Default and the Broker shall cease any Liquidation immediately upon it becoming aware of any Bankruptcy Event of Default.

Within the relevant Liquidation Period, the Broker may take such steps as it considers appropriate in order to effect an orderly Liquidation (so far as is practicable in the circumstances), and may effect such Liquidation at any time and at different times within the relevant Liquidation Period or

in stages in respect of smaller portions, but may not delay the Liquidation of all or part of the Outstanding Charged Assets and Counterparty Posted Collateral beyond the relevant Liquidation Period for any reason, including the possibility of achieving a higher price, and will not be liable to the Company, or to the Trustee, the Certificateholders, the Couponholders (if any) or any other person merely because a higher price could have been obtained had all or part of the Liquidation been delayed beyond the relevant Liquidation Period, except to the extent caused by the Broker's own gross negligence, fraud or wilful misconduct. Further, the Broker will not be liable to the Company, or to the Trustee, the Certificateholders, the Couponholders (if any) or any other person merely because a higher price could have been obtained had all or part of the Liquidation taken place at a different time within the relevant Liquidation Period or had or had not been effected in stages in respect of smaller portions, except to the extent caused by the Broker's own gross negligence, fraud or wilful misconduct. If the Broker has not been able to sell all or part of the Outstanding Charged Assets and Counterparty Posted Collateral within the relevant Liquidation Period, then it must sell them at its expiry, irrespective of the price obtainable and regardless of such price being close to or equal to zero.

Notwithstanding the preceding paragraph, where the Broker determines, acting in good faith and in a commercially reasonable manner, that there has been a Liquidation Failure Event the Broker shall not be required to take any further action. If the Broker determines that there is a Liquidation Failure Event, the Broker shall notify the Company, and the Company shall notify or procure notification to the Principal Paying Agent, the Custodian, the Counterparty, the Calculation Agent and the Trustee of such Liquidation Failure Event. The Principal Paying Agent shall notify the Certificateholders (in accordance with Condition 17) as soon as reasonably practicable after receiving any such notice. The Broker shall have no responsibility for the effect of any Liquidation Failure Event on any arrangements entered into or any other actions taken by the Broker in connection with the Liquidation of such Outstanding Assets.

In connection with the foregoing, during a Liquidation Period, the Broker, acting on behalf of the Company, shall exercise the Company's right under the Credit Support Annex to have the Counterparty deliver to the Company (or the Broker on its behalf) assets equivalent to those comprising the Company Posted Collateral, in order that the Broker may effect an orderly Liquidation of those assets delivered to it (which assets shall, on such delivery, be Outstanding Charged Assets). Under the terms of the Credit Support Annex, it is a condition to such delivery by the Counterparty that the Company posts alternative collateral (which shall form part of the Company Posted Collateral); to satisfy such condition, the Broker on behalf of the Company shall pay to the Counterparty the liquidation proceeds of the assets delivered to it such that such cash forms part of the Company Posted Collateral.

The Broker shall not be liable (i) to account for anything except the actual proceeds of any Liquidation received by it or (ii) for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any Liquidation or from any act or omission in relation to any Liquidation or otherwise unless such costs, charges, losses, damages, liabilities or expenses were caused by its own gross negligence, fraud or wilful default. In addition, the Broker will not be obliged to pay to the Company or to the Certificateholders or the Trustee interest on any proceeds from any Liquidation held by it at any time.

Notwithstanding the above, in carrying out any Liquidation, the Broker will act in good faith and where, as provided above, the assets or rights to be Liquidated are to be sold, the Broker shall request executable quotes from at least five major market makers in the applicable market for the purchase of the relevant assets or rights and will sell at the highest price quoted, provided that it reasonably believes such quote to be representative of the price available in the market for the sale of the relevant assets or rights in the appropriate size taking into account the length of the relevant Liquidation Period and the total amount of the relevant assets or rights to be sold during that Liquidation Period.

Subject as provided above, in carrying out any Liquidation, the Broker may sell to itself, the Counterparty or any Affiliate of either the Broker or the Counterparty provided that the Broker shall sell in accordance with the paragraphs above and at a price which it believes to be a fair market price. A sale price shall be deemed to be fair if five major market makers in the applicable market have either refused to buy the relevant assets or offered to buy them at a price equal to or less than such sale price.

In connection with any Early Redemption, the Counterparty will calculate the Termination Payment except in certain circumstances specified in the Swap Agreement. The Company will procure that details of the Termination Payment (and, if applicable, any interest payable thereon) are notified to the Calculation Agent, who shall as of the Early Valuation Date determine the Early Redemption Amount in respect of such Certificates and notify the Company, the Principal Paying Agent, the Custodian, the Counterparty, the Broker and the Trustee of such Early Redemption Amount. The Principal Paying Agent shall notify the Certificateholders (in accordance with Condition 17) as soon as reasonably practicable after receiving such notice from the Calculation Agent.

If the Certificates are to be redeemed pursuant to Conditions 10(b), 10(c), or 10(d) or 10(e) or as a result of an Event of Default, then, from the time that the obligation to redeem is triggered, no further payments will be made by the Company in respect of the Certificates until the Early Redemption Date. For the avoidance of doubt, Conditions 10(b), 10(c), 10(d) or 10(e) shall have no application on or after the Maturity Date (save to the extent that the Certificates are, on or after the Maturity Date, to be redeemed at their Early Redemption Amount on the Early Redemption Date by virtue of the application of those Conditions prior to the Maturity Date).

(e) Method of Realisation of the Security on enforcement

At any time after the Trustee becomes aware of the occurrence of an Enforcement Event under paragraphs (i) or (ii) of the definition of Enforcement Event, it may and (i) if so requested by holders of at least one-fifth in nominal amount of the Certificates then outstanding, (ii) if so directed by an Extraordinary Resolution or (iii) if so directed by the Counterparty (whichever shall be the first to so request or direct, as the case may be), shall (provided in each case that the Trustee shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all Related Liabilities) enforce the Security created by the Issue Deed and/or any other Security Documents (if applicable). In addition, at any time after the Trustee becomes aware of the occurrence of an Enforcement Event under paragraph (iii) of the definition of Enforcement Event it shall, if so directed by the Counterparty (and provided that the Trustee shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all Related Liabilities) enforce the Security created by the Issue Deed and/or any other Security Documents (if applicable).

Prior to taking any steps to enforce the Security, the Trustee shall deliver an Enforcement Notice to the Company, the Principal Paying Agent, the Custodian and any Broker appointed at that time.

In order to enforce the Security, the Trustee may:

(i) sell, call in, collect and convert into money to the extent possible and practicable the relevant Mortgaged Property or any part thereof in such manner and upon such terms as it thinks fit, and the Trustee may, at its discretion, take possession of all or part of the Mortgaged Property over which the Security shall have become enforceable;

(ii) take such action, step or proceeding against any Underlying Obligor as it deems appropriate but without any liability to the Certificateholders or Couponholders as to the consequence of such action, step or proceeding, except to the extent caused by the Trustee's own fraud or wilful misconduct or that of its officers or employees, and without

having regard to the effect of such action on individual Certificateholders or Couponholders; and

(iii) take any such action or enter into any such other proceedings as it deems appropriate (including, without limitation, taking possession or all or any or the Mortgaged Property and/or appointing a receiver) as are permitted under the terms of the Trust Deed or the Security Documents.

The Trustee shall not be required to take any action, step or proceeding in relation to the enforcement of the Security that would involve any personal liability or expense without first being indemnified and/or secured and/or pre-funded to its satisfaction against all Related Liabilities.

Following the occurrence of an Enforcement Event and subject to the preceding provisions of this Condition 4(e), where the Trustee determines that any Outstanding Assets are to be sold or otherwise liquidated, the Trustee may, in its absolute discretion, direct the Broker, acting on behalf of the Trustee, to effect such sale or liquidation. The Trustee shall have no responsibility or liability to any person for any arrangements entered into or any other actions taken or omissions by the Broker in connection with the sale or liquidation of any Outstanding Assets. Certificateholders acknowledge and agree and shall be deemed to acknowledge and agree that the Trustee shall have discharged its duties and obligations under the Trust Deed and any other Security Documents and under applicable law in relation to enforcement of the Security and realisation of the Outstanding Assets if, and to the extent that, the Broker (on behalf of the Trustee) sells or otherwise liquidates any such Outstanding Assets pursuant to this Condition 4. Pursuant to the Trust Deed, the Trustee is required, subject to the following paragraph, to apply all moneys received by it in connection with the realisation or enforcement of any Security relating to the Certificates in the manner provided in Condition 4(c). The Trustee is required to make such application as soon as is reasonably practicable following receipt by it of the relevant moneys.

If the amount of the moneys at any time available to the Trustee for payment is less than 10 per cent. of the sums then due in respect of the Certificates, the Trustee may, at its discretion, invest such moneys in one or more authorised investments as prescribed by the Trust Deed and with power from time to time to vary such investments. Such investments with the resulting income therefrom may be accumulated until the accumulations, together with any other funds relating to the Certificates for the time being under the control of the Trustee and available for payment, shall amount to at least 10 per cent. of the sums then due in respect of the Certificates and then such accumulations and funds (after deductions of any taxes applicable thereto) shall be applied as specified in Condition 4(c).

(f) Conflicts of Interests of the Broker

Except as expressly provided in Conditions 4(d), 4(e) and 8, the Broker may be any Counterparty or an Affiliate of any Counterparty (which Counterparty is also a secured creditor pursuant to the Trust Deed). Notwithstanding the above, the Broker shall be entitled to take or refrain from taking, in any capacity, any action that it would be entitled to take or refrain from taking in that capacity if it were not acting in any other capacity. The Broker and its Affiliates may enter into any contracts or any other transactions or arrangements with the Company or with the Certificateholders, any obligor in respect of the Outstanding Assets (or any part of them) or any other party to the Programme Deed or Issue Deed or any Affiliate thereof (whether in relation to the Certificates or in any other manner whatsoever) or in relation to the Security and may hold or deal in or be a party to the assets, obligations or agreements of which the relevant Outstanding Assets form a part and other assets, obligations or agreements of any obligor in respect of the Outstanding Assets. The Broker shall not be required to disclose any such contract, transaction or arrangement to the Certificateholders or the Trustee and shall be in no way accountable to the Company or (save as otherwise provided in these Conditions) to the Certificateholders or the Trustee for any profits or benefits arising from any such contract or transaction or arrangement.

(g) Limited recourse

The Company may not have sufficient funds to make all payments due in respect of the Certificates and (if applicable) Coupons and/or Receipts.

If the Net Proceeds are not sufficient to make all payments of Secured Liabilities which, but for the effect of this Condition 4(g) and similar provisions in the agreements to which the Transaction Parties are party, would then be due, then the obligations of the Company in respect of Secured Liabilities shall be limited to such Net Proceeds. Any such shortfall shall be borne by the Secured Parties on such date in accordance with the priority of payments set out in Condition 4(c) applied in reverse order. None of the Transaction Parties, the Certificateholders, the Couponholders or any person acting on behalf of any of them shall be entitled to take any further steps against the Company or any of its officers, shareholders, members, corporate service providers (in the case of an action taken by any Transaction Party other than the Company) or directors to recover any further sum and no debt or liability shall be due or owed to any such persons by the Company in respect of any such further sum. In particular, none of the Transaction Parties, the Certificateholders, the Couponholders or any person acting on behalf of any of them may at any time institute, or join with any other person in bringing, instituting or joining, insolvency, administration, bankruptcy, winding-up, examinership or any other similar proceedings (whether court-based or otherwise) in relation to the Company or any of its assets, and none of them shall have any claim arising with respect to the assets and/or property attributable to any other Series of Certificates or other Obligations issued or entered into by the Company. Failure to make any payment in respect of any amount that, but for the operation of this provision, would have been due shall in no circumstances constitute an Event of Default under Condition 13. None of the Counterparty, any Credit Support Provider of such Counterparty, any Portfolio Manager, the Trustee or any other person has any obligation to any Certificateholder for payment of any such amount. Such limited recourse and non-petition provisions shall survive maturity of the Certificates and the expiration or termination of the agreements to which the Transaction Parties are party.

(h) Limitation on enforcement

If the Security becomes enforceable, such event will entitle the Trustee to exercise its rights as mortgagee in respect of the Security (including any Swap Agreement), subject as provided in Condition 4(e), but such event will not of itself entitle the Trustee to exercise such rights in respect of any other assets of the Company.

(i) Substitution of Original Charged Assets

The applicable Pricing Conditions in relation to each Series of Certificates will specify whether or not substitution of any Original Charged Assets is permitted. If (x) such right of substitution is specified in the applicable Pricing Conditions to be "Exercisable by Certificateholder Direction", then the holders of 66⅔ per cent. in aggregate principal amount of the Certificates then outstanding, acting unanimously, or the Certificateholders by Extraordinary Resolution or (y) if such right of substitution is specified in the applicable Pricing Conditions to be "Exercisable by Manager Direction", then the Portfolio Manager in its sole discretion, shall be entitled on one occasion only and subject to the conditions set out below and any other conditions set out in the applicable Pricing Conditions and also to Rating Agency Affirmation, by not less than fifteen Payment Business Days' written notice (in either case, a "**Substitution Notice**") to the Company, the Counterparty and the Custodian (if the Custodian holds the Original Charged Assets and subject to the Custodian being able to hold such New Charged Assets in the Custody Account (as defined in the Custody Agreement) in accordance with the terms of the Custody Agreement) and in accordance with any procedures specified in the applicable Pricing Conditions, to request that Original Charged Assets be substituted (in whole but not in part) with other assets specified in the Substitution Notice and to be provided on the instructions of the Certificateholders who

approved the giving of the Substitution Notice or who voted in favour of the Extraordinary Resolution, as the case may be, (the "**Instructing Certificateholders**") or Portfolio Manager, as the case may be (the "**New Charged Assets**"). Such right applies only in respect of Original Charged Assets and shall not apply in respect of any New Charged Assets replacing the Original Charged Assets. The security created over the Original Charged Assets as described in Condition 4(a) will automatically be released with effect from the date of delivery of the New Charged Assets without further action on the part of the Trustee.

The substitution of the Original Charged Assets with the New Charged Assets as stated above shall be conditional upon all of the Substitution Criteria being satisfied.

Release of the Original Charged Assets by the Company to or to the order of the Instructing Certificateholders, if "Exercisable by Certificateholder Direction" is specified in the applicable Pricing Conditions, or to or to the order of the Portfolio Manager, if "Exercisable by Manager Direction" is specified in the applicable Pricing Conditions, shall be conditional upon the Custodian having confirmed to the Counterparty that it has received the New Charged Assets on behalf of the Company. Subject to the foregoing and to the following provisions of this Condition 4(i), the Company shall deliver, assign or otherwise transfer the Original Charged Assets (or cause the same to be delivered, assigned or otherwise transferred) to or to the order of the Instructing Certificateholders or the Portfolio Manager, as the case may be.

With effect from the date of the delivery of the New Charged Assets in accordance with the Substitution Notice to the Custodian on behalf of the Company (unless otherwise specified in the applicable Pricing Conditions) and subject to satisfaction of the Substitution Criteria, the payment obligations of the parties under the Swap Agreement will be adjusted (without, for the avoidance of doubt, the need for consent from any person) so that the payment obligations of the Company reflect the substitution of the Original Charged Assets with the New Charged Assets and any Credit Support Annex shall be adjusted (without, for the avoidance of doubt, the need for consent from any person) such that references to the assets constituting the Original Charged Assets shall be replaced by reference to the assets constituting the New Charged Assets. In addition, on the date of delivery of New Charged Assets where a Credit Support Annex is applicable to the Certificates, an aggregate amount of New Charged Assets having a Value as close as practicable to the prevailing Value of the Original Charged Assets forming part of the Company's Credit Support Balance (VM) (and, in any event not less than such Value of the Original Charged Assets) shall be transferred to the Counterparty as Eligible Credit Support (VM) (as defined in such Credit Support Annex) and, upon such delivery, the Counterparty shall transfer to or to the order of the Company an amount of the Original Charged Assets equal to that comprised in the Company's Credit Support Balance (VM).

Where the substitution is specified in the applicable Pricing Conditions to be "Exercisable by Certificateholder Direction", a Substitution Notice has been given and the Original Charged Assets are to be delivered, assigned or otherwise transferred to the Instructing Certificateholders, each Instructing Certificateholder shall be entitled to receive a Certificateholder Proportion. If the principal amount (after rounding) of Original Charged Assets to be delivered to an Instructing Certificateholder is not by the terms of the Original Charged Assets capable of being delivered, assigned or otherwise transferred, the principal amount of Original Charged Assets to be delivered to such Instructing Certificateholder (an "**Affected Instructing Certificateholder**") shall be the Deliverable OCA Amount. In such circumstances, the resultant shortfall below the amount that would have been delivered, assigned or transferred had it not been for such rounding shall be satisfied by the payment of a Deliverable Cash Amount in accordance with the following paragraph.

If the sum of the Deliverable OCA Amounts relating to all Certificateholders is less than the total principal amount of the Original Charged Assets as at the date of the Substitution Notice, a principal amount of the Original Charged Assets equal to such aggregate shortfall (the

"**Aggregate Undeliverable OCA Amount**") shall be Liquidated by the Company subject to and in accordance with Condition 4(d), provided that for such purpose (x) the Liquidation Period shall be the period from and including the day on which the Broker is notified that the Company has received the Substitution Notice to and including the proposed date of substitution (which shall be no less than 15 Payment Business Days after the date on which the Broker is notified that the Company has received the Substitution Notice) and (y) the relevant portion shall be the portion of the Original Charged Assets equal to the Aggregate Undeliverable OCA Amount. Notwithstanding Condition 4(c), the Available Liquidation Proceeds shall be applied towards payment to each Affected Instructing Certificateholder of its Deliverable Cash Amount.

In order to receive delivery of the relevant Deliverable OCA Amount and payment of the relevant Deliverable Cash Amount (if any), each Instructing Certificateholder must deposit the relevant Certificate or the Certificate (if any) relating to such Certificate with any Paying Agent at its specified office and must supply to the Company and the Custodian such evidence of the aggregate principal amount of the Certificates held by such Instructing Certificateholder as the Company may require. The following shall, without limitation, constitute evidence satisfactory to the Company:

(i) if the Certificates are Definitive Bearer Certificates, confirmation that all unmatured Coupons and/or Receipts (if any) appertaining to such Certificate(s) have been deposited with the relevant Paying Agent (or an indemnity from each Instructing Certificateholder in respect of any unmatured Coupons and/or Receipts (if any) not so surrendered as the Company may require); or

(ii) if the Certificates are in global form held in a clearing system, a certificate or other document issued by Euroclear and/or Clearstream, Luxembourg and/or DTC or the relevant alternative clearing system as to the principal amount of the Certificates standing to the credit of the account of the person entitled to a portion thereof (a "**Relevant Accountholder**") confirming that such Relevant Accountholder has undertaken to Euroclear, Clearstream, Luxembourg, DTC or the relevant alternative clearing system expressly for the benefit of the Company that it will not sell, transfer or otherwise dispose of its Certificates (or any of them) or any interest therein at any time on or prior to the date of delivery of the Original Charged Assets,

together with, in either case, confirmation from the Paying Agent that the relevant Instructing Certificateholder has deposited the relevant Certificates (or in respect of Registered Certificates, the Certificate(s) relating thereto) with it. In the case of Uncertificated Certificates, a certificate or other document issued by the Registrar confirming the aggregate principal amount of the Certificates held by such Instructing Certificateholder shall constitute evidence satisfactory to the Company for this purpose.

A holder of Certificates in definitive form, at the same time as depositing such Certificates (or in respect of Registered Certificates, the Certificate(s) relating thereto) together with all unmatured Coupons and/or Receipts (if any) appertaining thereto, with the Paying Agent, shall specify to the Paying Agent its instructions concerning the delivery, assignment or other form of transfer to it, or any nominee for it, of the relevant Deliverable OCA Amount and the payment of the Deliverable Cash Amount (if any) to which it is entitled and the Paying Agent shall forthwith notify the Company, the Custodian (if the Original Charged Assets are held by the Custodian) and the Counterparty of such instructions.

If the Certificates are in global form and held in a clearing system, each Relevant Accountholder shall notify the Company, the Custodian (if the Original Charged Assets are held by the Custodian) and the Counterparty of its instructions concerning the delivery, assignment or other form of transfer to it, or any nominee for it, of the relevant Deliverable OCA Amount and the payment of the Deliverable Cash Amount (if any) to which it is entitled, which instructions must

be submitted to the Company, the Custodian (if the Original Charged Assets are held by the Custodian) and the Counterparty together with the certificate or other document to be provided by Euroclear, Clearstream, Luxembourg, DTC or alternative clearing system, as the case may be, in accordance with the provisions above.

On receipt of such evidence by the Company and the Custodian and subject to each of the foregoing, the terms and conditions of the Original Charged Assets and to all applicable laws, regulations and directives, the relevant Deliverable OCA Amount of Original Charged Assets shall be delivered, assigned or transferred to an account with Euroclear or Clearstream, Luxembourg in accordance with the instructions given by the Portfolio Manager, if "Exercisable by Manager Direction" is specified in the applicable Pricing Conditions, or by the Instructing Certificateholders, if "Exercisable by Certificateholder Direction" is specified in the applicable Pricing Conditions. Any stamp duty or other tax payable in respect of the transfer of such Original Charged Assets shall be the responsibility of, and payable by, the relevant transferee. If an Aggregate Undeliverable OCA Amount exists, the relevant Deliverable Cash Amount(s) shall be paid on the date falling two Payment Business Days after receipt of the aggregate proceeds of such Liquidation by the Broker to an account with Euroclear or Clearstream, Luxembourg account as may be specified by the Portfolio Manager, if "Exercisable by Manager Direction" is specified in the applicable Pricing Conditions, or by the Instructing Certificateholders, if "Exercisable by Certificateholder Direction" is specified in the applicable Pricing Conditions.

With respect to a Series for which a substitution has been effected in accordance with this Condition 4(i), with effect from the relevant substitution date references to "Original Charged Assets" shall be read and construed as including the "New Charged Assets".

5 Restrictions

So long as any of the Certificates remain outstanding, the Company will not, without the consent of the Trustee, but subject to the provisions of Condition 4(e) and as more specifically defined and described in the Trust Deed (and with the Trust Deed having priority in the case of any inconsistency):

(i) incur any indebtedness for borrowed moneys, other than as contemplated in these Conditions and the Trust Deed;

(ii) engage in any business other than (i) the transactions contemplated by Condition 21, the Trust Deed, any Swap Agreement, the Custody Agreement and any other agreements relating to the Security of any Series and (ii) any other business contemplated in these Conditions and/or the Portfolio Management Agreement (if any);

(iii) exercise any right to terminate the appointment of the Portfolio Manager (if any) under the Portfolio Management Agreement (if any) unless required to do so or directed by Certificateholders to do so as contemplated in these Conditions and/or the Portfolio Management Agreement and provided that any automatic termination of the appointment of the Portfolio Manager pursuant to the terms of the Portfolio Management Agreement shall not comprise an exercise of a right to terminate the appointment of the Portfolio Manager;

(iv) declare any dividends (other than dividends contemplated by the Trust Deed); or

(v) have any subsidiaries.

The Trustee shall give such consent unless in its opinion the interests of any Certificateholders (of any Series) would be materially prejudiced, or the Counterparty reasonably believes it would be materially prejudiced by the proposed action, subject, other than in respect of paragraph (iii) of this Condition 5, if any of the Certificates are then rated at the request of the Company, to Rating Agency Affirmation, and to any rating agency affirmation required in respect of any other Obligations issued or entered into by the Company.

The Company will comply with certain other restrictions more fully described in the Trust Deed. Notwithstanding the foregoing, in addition to the further issues under this Programme permitted under Condition 21 and subject, if any of the Certificates are then rated at the request of the Company, to Rating Agency Affirmation, and to any rating agency affirmation required in respect of any other Obligations issued or entered into by the Company, the Company shall be at liberty from time to time (without the consent of the Certificateholders or the Trustee provided the restrictions of this Condition 5 are complied with) to issue under this Programme other Certificates, loans, warrants, options, swaps or other obligations and to incur other indebtedness (whether or not represented by securities) and to enter into related transactions provided that (except as contemplated by the Trust Deed) such other certificates, loans, warrants, options, swaps or other obligations or indebtedness which do or does not form a single Series with the Certificates or any other existing certificates, loans, warrants, options, swaps or other obligations or indebtedness (i) (unless specified otherwise in the applicable Pricing Conditions) are secured (or, as the case may be, such other indebtedness is secured) on assets of the Company other than the assets comprising the security for any other existing obligations of the Company, and (ii) are issued or entered into (or is incurred) on terms in substantially the form contained in these Conditions which provide for all claims in respect of such certificates, loans, warrants, options, swaps or other obligations or indebtedness to be limited to the proceeds of the assets on which such certificates, loans, warrants, options, swaps or other obligations or indebtedness are or is secured. If the Certificates are Irish Listed Certificates, any further Certificates issued to form a single Series with the Certificates must also be Irish Listed Certificates. If the Certificates are Listed Certificates by virtue of a listing on a stock exchange other than Euronext Dublin, any further Certificates issued to form a single Series with the Certificates must also be listed on the same exchange as such Certificates.

6 Interest

(a) Interest Rate

If the applicable Pricing Conditions specify the Interest Basis for a Basis Period to be Fixed Rate or Floating Rate, each Certificate bears interest on its Interest Bearing Amount during each Interest Accrual Period falling in such Basis Period at the rate per annum (expressed as a percentage) equal to the Interest Rate (which, if Fixed Rate is specified, will be a specified rate or rates (a "**Fixed Rate**") or, if Floating Rate is specified, will be determined by means of a formula or a series of formulae or may be based on an Index Rate in the manner specified in the applicable Pricing Conditions (a "**Floating Rate**")), which may be different for different Interest Accrual Periods, or a combination thereof payable in the Relevant Currency in arrear (unless otherwise stated in the applicable Pricing Conditions) on each Specified Interest Payment Date specified in the applicable Pricing Conditions. If the applicable Pricing Conditions specify the Interest Basis for a Basis Period to be Zero Coupon, the Certificates shall not bear interest during such Basis Period. Any of the Interest Bearing Amount, the Interest Rate or mechanism for determining the Interest Rate or the currency of the interest payment may be different for different Basis Periods.

Except as otherwise specified in the applicable Pricing Conditions, interest will cease to accrue on each Certificate on the due date for redemption unless, upon due presentation, payment of the full amount of principal due on such due date for redemption is not made, in which event interest will continue to accrue on the unpaid amount of principal (after as well as before judgment) until the Relevant Date at the rate determined daily by the Calculation Agent to be the rate for overnight deposits in the Relevant Currency in which the payment is due to be made. Such interest shall be added annually to the overdue sum and shall itself bear interest accordingly.

(b) Calculations

Unless otherwise specified in the applicable Pricing Conditions, the amount of interest payable in respect of any Certificate for any period shall be calculated by the Calculation Agent by

multiplying the product of the Interest Rate applicable to such period and the Interest Bearing Amount for such period by the relevant Day Count Fraction. If "Adjustment" is specified in the Fixed Rate or Floating Rate sections of the applicable Pricing Conditions to be applicable, then each Specified Interest Payment Date relating to such Fixed Rate or Floating Rate, as the case may be, together with any other date specified in the applicable Pricing Conditions to be so adjusted, shall be adjusted in accordance with the Business Day Convention specified in the relevant section with the Business Day Type for such purpose being Payment Business Days. Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period will, unless otherwise stated in the applicable Pricing Conditions, be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods. The Interest Amount in respect of each Denomination of the Certificates and the Specified Interest Payment Date so determined and calculated and published in accordance with Conditions 8 and 17 may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of an Interest Accrual Period.

7 Determination of Index Rates

(a) Index Rate Determination

If any amount whether of principal or of interest is expressed in the applicable Pricing Conditions to be determined by reference to an Index Rate, the Calculation Agent shall determine the Index Rate (the "**Index Rate**") on the basis of the following provisions:

(i) At or about the Determination Time on the Determination Date relating to the respective Reset Date in respect of which the Index Rate is to be determined, the Calculation Agent will:

(1) if it is specified in the applicable Pricing Conditions that the Primary Source for Index Rate Quotations shall be derived from a specified page, section or other part of a particular information service (each as specified in the applicable Pricing Conditions) (the "**Page**", which expression includes any Replacement Page or Secondary Replacement Page referred to in paragraph (2) below), determine the Index Rate for such Reset Date which shall be:

(x) the Relevant Rate so appearing in or on the Page (where such Relevant Rate on the Page is a composite quotation or interest rate per annum or is customarily supplied by one entity); or

(y) the arithmetic mean (rounded, if necessary, to the next one hundred thousandth of a percentage point) of the Relevant Rates of the persons at that time whose Relevant Rates so appear in or on the Page; and

(2) if the Page specified in the applicable Pricing Conditions as a Primary Source for Index Rate quotations permanently ceases to quote the Relevant Rate(s) but such quotation(s) is/are available from another page, section or other part of such information service as is selected by the Calculation Agent (the "**Replacement Page**"), substitute the Replacement Page as the Primary Source for Index Rate quotations and, if no Replacement Page exists but such quotation(s) is/are available from a page, section or other part of a different information service selected by the Calculation Agent (the "**Secondary Replacement Page**"), substitute the Secondary Replacement Page as the Primary Source for Index Rate quotations,

and in the case of Certificates falling within Condition 7(a)(i)(1)(x), but in respect of which no Index Rate appears on the Page at or about the Determination Time or,

as the case may be, Condition 7(a)(i)(1)(y), in respect of which fewer than two Relevant Rates appear on the Page at or about the Determination Time and, in each case, an Index Cessation Event (as defined in the 2006 ISDA Definitions) has not occurred, establish the Index Rate using the fall back provisions which would apply if the Index Rate were being set pursuant to the 2006 ISDA Definitions and the Floating Rate Option were the ISDA Equivalent specified in the applicable Pricing Conditions, the values assigned to the relevant variables were the same as those assigned in the applicable Pricing Conditions to the specified variables with the same names and all other terms referred to in the provisions of the 2006 ISDA Definitions for setting a rate were to have the meaning given to them pursuant to the 2006 ISDA Definitions. Where an Index Cessation Event has occurred, the provisions of Conditions 7(b) and 7(c) shall apply.

(ii) Subject to the operation of Condition 7(b), if, at or about the Determination Time on any Reset Date where the Index Rate falls to be determined pursuant to the above provisions in respect of a Relevant Currency, no Index Rate is obtainable under Condition 7(a)(i)(2) and (a) the Calculation Agent has not determined that a Reference Rate Event has occurred and (b) the Calculation Agent is unable to determine a rate using the provisions specified in Condition 7(a)(i), the Calculation Agent shall notify the Company and the Certificateholders (in accordance with Condition 17) and the relevant Index Rate shall be the Index Rate determined on the immediately preceding Determination Date.

(b) Occurrence of a Reference Rate Event

(i) If the Calculation Agent determines that a Reference Rate Event has occurred in respect of a Series, it shall, as soon as reasonably practicable, deliver a notice to the Company (such notice, the "**Reference Rate Event Notice**") (copied to the Trustee, the Counterparty, the Principal Paying Agent and the Custodian) setting out a description in reasonable detail of the facts relevant to the determination that a Reference Rate Event has occurred, provided that no Reference Rate Event Notice shall be required to be delivered where the applicable Cut-off Date falls after the latest scheduled payment obligation of the Company under the Transaction Documents or the Reference Rate Event has occurred prior to the Issue Date.

(ii) Following delivery of a Reference Rate Event Notice, in respect of a Series, the Calculation Agent shall as soon as reasonably practicable, attempt to determine:

(1) a Replacement Reference Rate;

(2) an Adjustment Spread; and

(3) such other adjustments (the "**Replacement Reference Rate Ancillary Amendments**") to the Conditions (including, but not limited to, any Business Day, Business Day Convention, Day Count Fraction, Determination Date, Interest Accrual Period Date, Interest Amount, Interest Payment Date, Interest Period, Interest Rate and Specified Interest Payment Date) which the Calculation Agent determines are necessary or appropriate in order to account for the effect of the replacement of the Reference Rate with the Replacement Reference Rate (as adjusted by the Adjustment Spread) and/or to preserve as nearly as practicable the economic equivalence of the Certificates before and after the replacement of the Reference Rate with the Replacement Reference Rate (as adjusted by the Adjustment Spread),

(the amendments required to the Conditions to reflect paragraphs (1) to (3) together, the "**Replacement Reference Rate Amendments**").

(iii) If the Calculation Agent determines a Replacement Reference Rate, an Adjustment Spread and the Replacement Reference Rate Ancillary Amendments pursuant to paragraph (ii) above, the Calculation Agent shall deliver:

(1) a notice to the Company (such notice, the "**Replacement Reference Rate Notice**") (copied to the Trustee, the Counterparty, the Principal Paying Agent and the Custodian) which specifies any Replacement Reference Rate, any Adjustment Spread, the specific terms of any Replacement Reference Rate Amendments and the Cut-off Date; and

(2) a certificate to the Trustee (such certificate, a "**Replacement Reference Rate Amendments Certificate**"):

(I) specifying (w) the Reference Rate Event, (x) the Replacement Reference Rate, (y) the Adjustment Spread and (z) the specific terms of any Replacement Reference Rate Ancillary Amendments; and

(II) certifying that the Replacement Reference Rate Ancillary Amendments are necessary or appropriate in order to account for the effect of the replacement of the Reference Rate with the Replacement Reference Rate (as adjusted by the Adjustment Spread) and/or to preserve as closely as practicable the economic equivalence of the Certificates before and after the replacement of the Reference Rate with the Replacement Reference Rate (as adjusted by the Adjustment Spread).

(iv) If either the Replacement Reference Rate Notice or the Replacement Reference Rate Amendments Certificate is not delivered at least two Payment Business Days before the Cut-Off Date, Condition 7(d) shall apply.

(v) If the Company receives a Replacement Reference Rate Notice from the Calculation Agent at least two Payment Business Days before the Cut-Off Date, it shall, without the consent of the Certificateholders or the Couponholders, promptly make the Replacement Reference Rate Amendments, which amendments will take effect from the Cut-off Date (and the amendments effected by any amendment deed entered into following such date shall be expressed as taking effect as of the Cut-off Date). For the avoidance of doubt, references to the Reference Rate in the Certificates and the Transaction Documents will be replaced by references to the Replacement Reference Rate as adjusted by the Adjustment Spread (provided that the Replacement Reference Rate, after application of the Adjustment Spread, may not be less than zero).

The Trustee may rely, without further enquiry and without liability to any person for so doing, on a Replacement Reference Rate Amendments Certificate. Upon receipt of a Replacement Reference Rate Amendments Certificate, the Trustee shall agree to the Replacement Reference Rate Amendments without seeking the consent of the Certificateholders, the Couponholders or any other party and concur with the Company (at the Company's expense) in effecting the Replacement Reference Rate Amendments (including, *inter alia*, by the execution of a deed supplemental to or amending the Trust Deed), provided that the Trustee shall not be required to agree to the Replacement Reference Rate Amendments if, in the opinion of the Trustee (acting reasonably), the Replacement Reference Rate Amendments would (I) expose the Trustee to any Related Liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (II) impose more onerous obligations upon it or expose it to any additional duties or responsibilities or reduce or amend the protective provisions afforded to the Trustee in the Conditions or any Transaction Document of any Series.

(vi) The Company shall, promptly following the Replacement Reference Rate Amendments having been made, deliver a notice containing the details of the Replacement Reference Rate Amendments to the Certificateholders (in accordance with Condition 17).

(vii) Neither the Calculation Agent nor the Trustee shall have any duty to monitor, enquire or satisfy itself as to whether any Reference Rate Event has occurred. The Calculation Agent shall not have any liability for giving or not giving any notice in respect of a Reference Rate Event, except to the extent caused by the Calculation Agent's own gross negligence, fraud or wilful misconduct.

(viii) Any Replacement Reference Rate Amendments will be binding on the Company, the Transaction Parties, the Certificateholders and the Couponholders.

(c) Specific provisions for certain Reference Rates

With respect to a Reference Rate that would constitute a "Relevant Benchmark" for the purposes of the 2006 ISDA Definitions Benchmarks Annex as published by ISDA, if the definition of such Reference Rate includes a reference to a concept defined or otherwise described as an "index cessation event" (regardless of the contents of that definition or description) then, for the purposes of determining any Replacement Reference Rate and Adjustment Spread pursuant to Condition 7(b)(ii) and notwithstanding anything to the contrary in the Conditions, upon the occurrence of such an event, any fallback specified in that definition or description to apply following such an event (the "**Priority Fallback**") shall be taken into account by the Calculation Agent when making its determinations in accordance with Condition 7(b)(ii).

(d) Interim Measures

If, following a Reference Rate Event, the relevant Reference Rate is required for any determination in respect of the Certificates and, at that time:

(i) no amendments have occurred in accordance with Conditions 7(b); and

(ii) the Company has not notified the Certificateholders of the occurrence of a Reference Rate Default Event pursuant to Condition 10(d),

then, for the purposes of that determination:

(1) if the Reference Rate is still available and representative (in relation to a Reference Rate Cessation), the Administrator/Benchmark Event Date has not yet occurred (in relation to an Administrator/Benchmark Event), the Risk-Free Rate Event Date has not yet occurred (in relation to a Risk-Free Rate Event) or the Representative Statement Event Date has not yet occurred (in relation to a Representative Statement Event) or the Material Change Event Date has not yet occurred (in relation to a Material Change Event), the level of the Reference Rate shall be determined pursuant to the terms that would apply to the determination of the Reference Rate as if no Reference Rate Event had occurred; or

(2) if the level for the Reference Rate cannot be determined under paragraph (1) above, the level of the Reference Rate shall be determined by reference to the rate published in respect of the Reference Rate at the time at which the Reference Rate is ordinarily determined on (I) the day on which the Reference Rate ceased to be available or representative (in relation to a Reference Rate Cessation), (II) the Administrator/Benchmark Event Date (in relation to an Administrator/Benchmark Event), (III) the Risk-Free Rate Event Date (in relation to a Risk-Free Rate Event) or (IV) the Representative Statement Event Date (in relation to a Representative Statement Event) or (V) the Material Change Event Date (in relation to a Material Change Event) or, if no rate is published at that time, that rate is non-representative or that rate cannot be used in accordance with applicable law or regulation, by reference to the rate published at that

time on the last day on which the rate was published or can be used in accordance with applicable law or regulation, as applicable.

(e) Calculation Agent determination standard

Whenever the Calculation Agent is required to act in any way under Condition 7(b), without prejudice to Condition 7(b)(vii), it will do so in accordance with Condition 8(f) and the provisions of the Agency Agreement.

(f) Separate application of fallbacks

If, in respect of a Series, there is more than one Reference Rate, then Conditions 7(b) and 7(c) shall apply separately to each such Reference Rate.

(g) Acknowledgement in respect of Reference Rate modification

If "Material Change Event" is not specified as being applicable in the Pricing Conditions and, in respect of a Series, the definition, methodology or formula for a Reference Rate, or other means of calculating such Reference Rate, is changed, then, unless otherwise specified in the applicable Pricing Conditions, references to that Reference Rate shall be to the Reference Rate as changed.

(h) Occurrence of an Original Charged Assets Disruption Event

(i) If the Calculation Agent determines that an Original Charged Assets Disruption Event has occurred in respect of a Series, it shall, as soon as reasonably practicable, deliver a notice to the Company (such notice, the "**Original Charged Assets Disruption Event Notice**") (copied to the Trustee, the Counterparty, the Principal Paying Agent and the Custodian), setting out a description in reasonable detail of the facts relevant to the determination that an Original Charged Assets Disruption Event has occurred.

(ii) Following delivery of the Original Charged Assets Disruption Event Notice, the Calculation Agent shall, as soon as reasonably practicable, deliver a notice to the Company (copied to the Trustee, the Counterparty, the Principal Paying Agent and the Custodian):

(1) confirming that no amendments will be made to the Certificates as a result of such Original Charged Assets Disruption Event (an "**Original Charged Assets Disruption Event No Action Notice**");

(2) specifying that amendments will be made to the Conditions and the Swap Agreement (the "**Original Charged Assets Disruption Event Amendments**") and setting out a description in reasonable detail of such amendments (an "**Original Charged Assets Disruption Event Amendment Notice**"); or

(3) specifying that the Certificates will be redeemed (an "**Original Charged Assets Disruption Event Redemption Notice**").

(iii) If the Company receives an Original Charged Assets Disruption Event Amendment Notice from the Calculation Agent, it shall, without the consent of the Certificateholders or the Couponholders, promptly make the Original Charged Assets Disruption Event Amendments, provided that:

(1) the Company has not notified the Certificateholders (in accordance with Condition 17) that it has received an Original Charged Assets Disruption Event Redemption Notice pursuant to Condition 10(e);

(2) the purpose of the Original Charged Assets Disruption Event Amendments is to account for any Original Charged Assets Disruption Event Losses/Gains incurred by the Counterparty; and

(3) the Calculation Agent certifies in writing (such certificate, an "**Original Charged Assets Disruption Event Amendments Certificate**") to the Trustee that the purpose of the Original Charged Assets Disruption Event Amendments is solely as set out in paragraph (2) above.

The Trustee may rely, without further enquiry and without liability to any person for so doing, on an Original Charged Assets Disruption Event Amendments Certificate. Upon receipt of an Original Charged Assets Disruption Event Amendments Certificate, the Trustee shall agree to the Original Charged Assets Disruption Event Amendments without seeking the consent of the Certificateholders, the Couponholders or any other party and concur with the Company (at the Company's expense) in effecting the Original Charged Assets Disruption Event Amendments (including, *inter alia*, by the execution of a deed supplemental to or amending the Trust Deed), provided that the Trustee shall not be required to agree to the Original Charged Assets Disruption Event Amendments if, in the opinion of the Trustee (acting reasonably), the Original Charged Assets Disruption Event Amendments would (x) expose the Trustee to any Related Liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (y) impose more onerous obligations upon it or expose it to any additional duties or responsibilities or reduce or amend the protective provisions afforded to the Trustee in the Conditions or any Transaction Document of any Series.

(iv) The Company shall, promptly following making the Original Charged Assets Disruption Event Amendments, deliver a notice containing the details of the Original Charged Assets Disruption Event Amendments to the Certificateholders (in accordance with Condition 17).

(v) Neither of the Calculation Agent nor the Trustee shall have any duty to monitor, enquire or satisfy itself as to whether any Original Charged Assets Disruption Event has occurred. The Calculation Agent shall not have any liability for giving or not giving any notice in respect of an Original Charged Assets Disruption Event, except to the extent caused by the Calculation Agent's own gross negligence, fraud or wilful misconduct.

(vi) Whenever the Calculation Agent is required to act in any way under this Condition 7(h), without prejudice to Condition 7(h)(v), it will do so in accordance with Condition 8(f) and the provisions of the Agency Agreement.

(vii) Any Original Charged Assets Disruption Event Amendments will be binding on the Company, the Transaction Parties, the Certificateholders and the Couponholders.

For the avoidance of doubt, if, for a Series, any Original Charged Assets Disruption Event Losses/Gains are:

(1) a negative amount, such Original Charged Assets Disruption Event Losses/Gains may be accounted for by reducing the interest amount and/or principal amount payable (in each case subject to a minimum of zero) pursuant to the Certificates for the Series; or

(2) a positive amount, such Original Charged Assets Disruption Event Losses/Gains may be accounted for by increasing the interest amount and/or principal amount payable pursuant to the Certificates for the Series.

8 Calculation and Publication of Variable Amounts

(a) Determination and publication of Interest Rates and Calculated Amounts by the Calculation Agent

In respect of any calculation provided for in the applicable Pricing Conditions, the Calculation Agent shall, as soon as practicable after such time on such date as the Conditions may require

any Redemption Amount or any Early Redemption Amount or any other amount which the Conditions may require to be calculated (each, a "**Calculated Amount**") to be calculated or any Interest Rate to be determined or any Interest Amount to be calculated or any quote to be obtained or any determination or calculation to be made, determine the Interest Rate and calculate the Interest Amount in respect of each Denomination of the Certificates for the relevant Interest Period, calculate the relevant Calculated Amount, obtain such quote and/or make such determination or calculation, as the case may be. The Calculation Agent shall cause the Interest Rate for each Interest Accrual Period and the Interest Amount for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, any Calculated Amount to be notified to the Principal Paying Agent, the Trustee, the Company and, if the relevant Certificates are listed on a stock exchange and the rules of such exchange so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Accrual Period or Interest Period, if determined prior to such time, in the case of notification to such exchange of an Interest Rate or Interest Amount or (ii) the earlier of the date on which any relevant payment is due and the fourth London banking day (being a day, other than a Saturday or Sunday, on which commercial banks are open for business in London) after such determination or calculation. Unless otherwise stated in the applicable Pricing Conditions, any percentage resulting from such calculations will be rounded to the nearest 1/100,000th of a percentage point with 0.000005 per cent. being rounded upwards and any amount in the Relevant Currency shall be rounded, if necessary, downwards to the nearest minimum unit of the Relevant Currency. As soon as reasonably practicable after receiving such notification, the Principal Paying Agent shall cause such information to be notified to each of the Paying Agents and to the Certificateholders (in accordance with Condition 17).

Notwithstanding anything to the contrary in these Conditions or the Agency Agreement or Trust Deed, where in respect of Bearer Certificates the applicable Pricing Conditions specify that the Denomination may comprise a Minimum Denomination and integral multiples of a Calculation Amount in excess thereof, then each calculation of an amount payable on a Certificate hereunder shall be made on the basis of the Calculation Amount (and, for the purpose of making such calculation, references in these Conditions to Denomination save for the reference to Denomination in Calculation Amount Factor below shall be deemed to be to the Calculation Amount) such that the amount payable on any particular Certificate is equal to the product of the amount produced by such calculation (after applying any applicable rounding in accordance with the Conditions) and the Calculation Amount Factor of that particular Certificate. The Calculation Agent shall only be required to make calculations of amounts payable on the Certificates on the basis of the Calculation Amount and any publication or notification of amounts will be on such basis. Where the applicable Pricing Conditions specify that the Denomination is the same as the Calculation Amount then the terms "Denomination" and "Calculation Amount" shall be construed interchangeably herein.

References herein to "minimum unit of the Relevant Currency" shall be read and construed as references to the lowest amount of the Relevant Currency that is available as legal tender (e.g. one cent or one pence).

(b) Calculation Agent

The Company will procure that there shall at all times be a Calculation Agent if the provisions of the Certificates so require and for so long as any Certificate is outstanding.

The Calculation Agent may not resign its duties without a successor having been appointed. The Calculation Agent shall continue to make the calculations and/or determinations required of it under these Conditions until a replacement Calculation Agent is appointed.

All calculations and determinations made by the Calculation Agent in relation to the Certificates shall (save in the case of manifest error) be final and binding on the Company, the Trustee, the

agents appointed under the Agency Agreement, the Certificateholders and the Couponholders (if any). In making any calculation or determination hereunder, or delivering any notice hereunder or exercising any discretion, the Calculation Agent does not assume any responsibility or liability to anyone other than the Company for whom it acts as agent. In particular, it assumes no responsibility to Certificateholders, Couponholders, the Trustee or any other persons in respect of its role as Calculation Agent and, without limitation, shall not be liable for any loss (whether a loss of profit, loss of opportunity or consequential loss), cost, expense or any other damage suffered by any such person.

The Calculation Agent shall not be liable to the Company for any errors in calculations or determinations made by it hereunder, or any failure to make, or delay in making, any calculations or determinations (irrespective of whether such error, failure or delay affects any other calculations or determinations made hereunder) in the manner required of it by the Conditions save that the Calculation Agent shall be liable to the Company (but not to any other person or persons, including Certificateholders, Couponholders and the Trustee) where such error, failure or delay arose out of its bad faith, fraud or gross negligence. For this purpose, "gross negligence" shall not include operational delay or failure, save for where such operational delay or failure is such that no reasonable person performing functions similar to those of the Calculation Agent in comparable circumstances, and working within standard office hours, could have justified such delay. Notwithstanding anything to the contrary in the foregoing, it is explicitly acknowledged (and shall be taken into account in any determination of whether it has been grossly negligent) that the Calculation Agent will also be performing calculations and other functions with respect to transactions other than the Certificates and that it may make the calculations required by the Certificates and other calculations and other functions required by such other transactions in such order as seems appropriate to it and shall not be liable for the order in which it elects to perform calculations or other functions or for any delay caused by electing to perform calculations and other functions for such other transactions prior to those in respect of the Certificates, except to the extent caused by the Calculation Agent’s own gross negligence, fraud or wilful misconduct.

Where the Calculation Agent determines that, as a result of market disruption, force majeure, systems failure or any other event of an analogous nature, it is unable to make a calculation or determination in the manner required by these Conditions, then the Calculation Agent shall notify the Company thereof as soon as practicable, and the Calculation Agent shall not be liable for failure to make such calculation or determination in the required manner, except to the extent caused by the Calculation Agent’s own gross negligence, fraud or wilful misconduct.

Where the Calculation Agent determines that (i) it has not received the necessary information from any person or other source that is expected to deliver or provide the same pursuant to the Conditions or any Related Agreement which means that it is unable to make a determination required of it in accordance with the Conditions or the provisions of a Related Agreement and/or (ii) one or more provisions (including any mathematical terms and formulae) contained in the Conditions or any Related Agreement appear to the Calculation Agent (taking into account the context of the transaction as a whole and its background understanding) to be erroneous on the basis that it is impossible to make such calculation or that such provisions produce a result that, in the opinion of the Calculation Agent, is economically nonsensical, the Calculation Agent shall be permitted to make its determination on the basis of the provisions of the Conditions or such Related Agreement but may make such amendments thereto as, in its opinion, are necessary to cater for relevant circumstances falling under (i) and/or (ii) above.

The Calculation Agent may be any Counterparty or an Affiliate of any Counterparty (which Counterparty is also a secured creditor pursuant to the Trust Deed). Notwithstanding the above, the Calculation Agent shall be entitled to take or refrain from taking, in any capacity, any action that it would be entitled to take or refrain from taking in that capacity if it were not acting in any other capacity. The Calculation Agent and its Affiliates may enter into any contracts or any other

transactions or arrangements with the Company or any other Transaction Party, the Certificateholders, any obligor in respect of the Charged Assets (or any part of them) or any Affiliate thereof (whether in relation to the Certificates or in any other manner whatsoever) or in relation to the Security and may hold or deal in or be a party to the assets, obligations or agreements which comprise the Charged Assets. The Calculation Agent shall not be required to disclose any such contract, transaction or arrangement to the Certificateholders or the Trustee and shall be in no way accountable to the Company or (save as otherwise provided in these Conditions) to the Certificateholders or the Trustee for any profits or benefits arising from any such contract, transaction or arrangement. None of the Company, the Trustee or the agents appointed under the Agency Agreement (other than the Calculation Agent) shall have any responsibility to any person for any errors or omissions in any calculation by the Calculation Agent.

(c) Determination of Credit Events

In relation to any investigations or determinations made by the Calculation Agent with respect to matters relating to (and including) Credit Events (as defined in the applicable Pricing Conditions, where relevant), no failure to exercise, nor any delay in exercising, any right (including, without limitation, the right to deliver notices), power or remedy by the Calculation Agent under the Conditions of the Certificates in respect of any such investigation and/or determination shall impair or operate as a waiver thereof in whole or in part, and no single or partial exercise by the Calculation Agent of any such right, power or remedy under the terms and conditions of the Certificates shall prevent any further or other exercise thereof or the exercise of any other right, power or remedy in respect of any such investigation and/or determination. The rights and remedies described above are cumulative and not exclusive of any rights or remedies provided by law.

(d) The Portfolio Manager

All elections, calculations and determinations made by the Portfolio Manager in respect of the Swap Agreement (if any) relating to the Certificates shall (save as otherwise provided in the Portfolio Management Agreement) be final and binding on the Company, the Trustee, the agents appointed under the Agency Agreement, the Certificateholders and the Couponholders (if any).

(e) Standard of care for calculation, determination or other exercise of discretion

All calculations and determinations and other exercises of discretion made by the Calculation Agent or the Company under the Conditions shall be made (i) in good faith and (ii) unless the Conditions specifically provide that the relevant calculation or determination or other exercise of discretion shall be made in the sole and absolute discretion (or another standard of care) of the relevant entity, a commercially reasonable manner and (where and to the extent that such calculation or determination or other exercise of discretion or outcome thereof is subject to a regulatory obligation of the relevant entity to ensure fair treatment) which takes into account whether fair treatment is achieved by any such calculation, determination or other exercise of discretion or outcome thereof in accordance with such applicable regulatory obligations.

9 Business Day Convention

If any date which is specified in the applicable Pricing Conditions to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not of the relevant Business Day Type, then, if the Business Day Convention specified is (i) the Floating Rate Convention, the relevant date shall be postponed to the next day which is of the relevant Business Day Type unless it would thereby fall into the next calendar month, in which event (1) such date shall be brought forward to the immediately preceding day of the relevant Business Day Type, and (2) each subsequent such date shall be the last day of the relevant Business Day Type of the month in which the relevant date

would have fallen had it not been subject to adjustment, (ii) the Following Business Day Convention, such date shall be postponed to the next day which is a day of the relevant Business Day Type, (iii) the Modified Following Business Day Convention, such date shall be postponed to the next day which is a day of the relevant Business Day Type unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding day of the relevant Business Day Type, or (iv) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding day of the relevant Business Day Type.

In addition to the above, where "**TARGET**" is specified instead of a city in respect of any business day centre or convention, it shall mean that to be a business day of the relevant type, the day must be a day on which the TARGET System is open for the settlement of payments in euro.

10 Redemption and Purchase

(a) Final redemption

Unless (i) this Certificate is previously redeemed or purchased and cancelled as provided below or (ii) the Certificates are declared due and repayable in accordance with Condition 13 or are due to redeem in accordance with Condition 10(b), Condition 10(c), Condition 10(d) or Condition 10(e), this Certificate will be redeemed on the Maturity Date specified in the applicable Pricing Conditions at the Redemption Amount in the Relevant Currency, together with interest (if any) accrued to the date of redemption. Each of the Scheduled Maturity Date and the Maturity Date (if different) shall be subject to adjustment in accordance with the Business Day Convention specified in the section relating to Condition 10 in the applicable Pricing Conditions with the Business Day Type for this purpose being Payment Business Days; provided that if no such Business Day Convention is specified then the applicable Business Day Convention shall be that applicable in respect of Specified Interest Payment Dates.

In respect of any Certificate which is redeemable in instalments or which is redeemable at the option of the Company or at the option of the Certificateholders, the terms on which such Certificate redeems shall be specified in the Pricing Conditions.

(b) Redemption on termination of the Swap Agreement (if any)

If either party to the Swap Agreement (if any) designates an Early Termination Date in respect of the Swap Agreement (other than in respect of (i) a Reference Rate Default Event (as defined in Condition 10(d)), except for a Reference Rate Default Event that constitutes a Swap Agreement Transfer Right Event (by reason of the occurrence of a Counterparty Reference Rate Default Event) and the Counterparty has designated such Early Termination Date within 20 days of the date of occurrence of such Counterparty Reference Rate Default Event or (ii) an Original Charged Assets Disruption Event (as defined in Condition 10(e)), then the Company shall redeem all but not some only of the Certificates at their Early Redemption Amount on the Early Redemption Date. For the avoidance of doubt, because the Early Redemption Date could be up to 20 Payment Business Days following the start of the related Liquidation Period, this may result in the Early Redemption Date falling after the date defined as the Maturity Date of the Certificates. No separate amount of interest will be payable on the Early Redemption Date in respect of accrued interest. Notice of any such redemption shall be given to the Certificateholders (in accordance with Condition 17) as soon as practicable after the designation of the Early Termination Date.

(c) Redemption for taxation

(i) If:

(x) a Charged Assets Redemption Event occurs;

(y) a Charged Assets Tax Event occurs; or

(z) a Holder Information Reporting Compliance Default occurs and the Company reasonably determines that such Holder Information Reporting Compliance Default may cause a payment received or payable by the Company to be subject to a deduction or withholding or cause the Company to suffer a fine or penalty, in each case, pursuant to an Information Reporting Regime,

the Company shall as soon as practicable after becoming aware thereof notify the Certificateholders (in accordance with Condition 17), the Trustee, the Principal Paying Agent, the Custodian, any Counterparty and any Portfolio Manager and, subject to such notification, shall then redeem all but not some only of the Certificates at their Early Redemption Amount on the Early Redemption Date. In such circumstances, no separate amount will be payable in respect of accrued interest.

(ii) If at any time:

(1) (in respect of the Company only) the Company or any Paying Agent will be required to make a withholding or deduction such as is referred to in Condition 22(a) other than a withholding or deduction in respect of an Information Reporting Regime or Section 871(m) of the U.S. Internal Revenue Code (a "**Withholding Tax Event**"); or

(2) the Company is, or the Company on reasonable grounds satisfies the Trustee that the Company will be, subject to any law, regulation, regulatory requirement or double taxation convention or the interpretation or application thereof or to a tax charge (whether by direct assessment or by withholding at source) or other governmental imposition by any jurisdiction which would materially increase the cost to it of complying with its obligations under the Trust Deed or under the Certificates or materially increase the operating or administrative expenses of the Company or the arrangements under which the shares in the Company are held or otherwise oblige the Company or the Trustee to make any payment on, or calculated by reference to, the amount of any sum received or receivable by the Company or the Trustee or by the Trustee on behalf of the Company as contemplated in the Trust Deed (and such increased cost, increased operating or administrative expense or payment, as the case may be, is beyond the control of the Company or the Calculation Agent) other than where such tax charge or other governmental imposition arises as a result of an Information Reporting Regime or Section 871(m) of the U.S. Internal Revenue Code (an "**Increased Tax Event**"),

then the Company shall, to the extent that it has not already done so, inform the Certificateholders (in accordance with Condition 17) and the Trustee accordingly.

Subject to the following paragraph of this Condition 10(c), upon the occurrence of a Withholding Tax Event or an Increased Tax Event with respect to the Company, such Company shall use reasonable endeavours to change the place of residence for taxation purposes in a tax-efficient manner and without incurring material costs or to effect a substitution of the principal debtor hereunder as described in Condition 18 in each case so that the relevant obligation to make a withholding or deduction or the material increase or other payment referred to in (2) above does not arise. The Company shall be obliged before taking such action (1) to obtain the consent in writing of the Counterparty (if any), which consent may be conditional upon (a) the documentation with respect to such transfer being in form and substance satisfactory to the Counterparty (if any) including with respect to the representations and warranties as to facts, circumstances and laws subsisting in the new jurisdiction and (b) no Event of Default or Termination Event (each as defined in the Swap Agreement, if any) occurring under the Swap Agreement (if any) as a result of giving effect to such transfer or substitution, (2) to obtain the consent of the Portfolio Manager

(if any), such consent not to be unreasonably withheld, and (3) to obtain any applicable Rating Agency Affirmation in respect thereof.

Notwithstanding the foregoing, if a Withholding Tax Event occurs with respect to the Company:

(i) owing to the connection of any Certificateholder or Couponholder with any jurisdiction otherwise than by reason only of the holding of any Certificate or Receipt or Coupon or receiving principal or interest in respect thereof; or

(ii) by reason of the failure by the relevant Certificateholder or Couponholder to comply with any applicable procedures required to establish non-residence or any other similar claim for exemption from such tax; or

(iii) in respect of any Certificate, Receipt or Coupon presented for payment by or on behalf of a Certificateholder or Couponholder who would have been able to avoid such withholding or deduction by presenting the relevant Certificate, Receipt or Coupon to another Paying Agent,

then such Company shall be under no obligation to change its place of residence for taxation purposes or to effect a substitution of the principal debtor as a result of such Withholding Tax Event and, to the extent it is able to do so, the Company shall deduct such taxes from the amounts payable to such Certificateholder and Couponholder but this shall not affect the rights of the other Certificateholders or Couponholders (if any) hereunder. Any such deduction shall not constitute an Event of Default under Condition 13.

Upon the occurrence of an Increased Tax Event then, unless the Company subject to such Increased Tax Event has changed its place of residence for taxation purposes or effected a substitution of the principal debtor in accordance with the above, the Company shall notify the Certificateholders (in accordance with Condition 17), the Trustee and Counterparty (if any) that the Certificates are to redeem in accordance with this Condition 10(c)(ii) and, subject to such notification, shall then redeem the Certificates then outstanding at their Early Redemption Amount on the Early Redemption Date. In such circumstances, no separate amount will be payable in respect of accrued interest.

(d) Redemption Following a Reference Rate Event

If, in respect of a Series:

(i) it (A) is or would be unlawful at any time under any applicable law or regulation or (B) would contravene any applicable licensing requirements, for the Calculation Agent to perform the actions prescribed in Condition 7(b) (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time); or

(ii) the Calculation Agent determines that an Adjustment Spread is or would be an interest rate, benchmark, index or other price source whose production, publication, methodology or governance would subject the Calculation Agent, the Counterparty or the Company to material additional regulatory obligations (each of (i) and (ii) above, a "**Reference Rate Default Event**"),

then the Calculation Agent shall give notice of such fact to the Company (copied to the Principal Paying Agent, the Trustee, the Counterparty and the Custodian). The Company shall then notify the Certificateholders of such fact (in accordance with Condition 17) as soon as is practicable upon being so notified and the Company shall redeem all but not some only of the Certificates at their Early Redemption Amount on the Early Redemption Date, and which shall be the only amount payable in respect of such Certificates and there will be no separate payment of any unpaid accrued interest thereon), provided that, if the occurrence of a Reference Rate Default Event under sub-paragraph (ii) above constitutes a Swap Agreement Transfer Right Event (by

reason of the occurrence of a Counterparty Reference Rate Event), then the Company shall only so redeem all but not some only of the Certificates if the Counterparty has not exercised its right under the Swap Agreement to transfer its obligations and rights under the Swap Agreement to an Eligible J.P. Morgan Transferee within 20 days of the date of occurrence of such Swap Agreement Transfer Rights Event in accordance with Part 5.5 of the Master Swap Agreement.

(e) Redemption Following an Original Charged Assets Disruption Event

If, in respect of a Series, the Calculation Agent has given an Original Charged Assets Disruption Event Redemption Notice to the Company (copied to the Principal Paying Agent, the Trustee, the Counterparty and the Custodian), then the Company shall notify the Certificateholders of such fact (in accordance with Condition 17) as soon as is practicable upon being so notified and attach to that a copy of the Original Charged Assets Disruption Event Redemption Notice or include the information provided therein and the Company shall redeem all but not some only of the Certificates at their Early Redemption Amount on the Early Redemption Date, and which shall be the only amount payable in respect of such Certificates and there will be no separate payment of any unpaid accrued interest thereon).

Neither the Company nor any Transaction Party shall have any duty to monitor, enquire or satisfy itself as to whether any Original Charged Assets Disruption Event has occurred. No Transaction Party shall have any obligation to give, nor any responsibility or liability for giving or not giving, any notice in respect of an Original Charged Assets Disruption Event. If the Calculation Agent gives an Original Charged Assets Disruption Event Redemption Notice to the Trustee, the Trustee shall be entitled to rely conclusively on such notice without further investigation.

(f) Purchase

The Company may at any time purchase Certificates in the open market or otherwise at any price provided that (i) in the case of Bearer Certificates, they are purchased together with all unmatured Coupons, Talons and Receipts relating to them and (ii) in the case of Certificates originally issued in more than one Class, the Company shall only be permitted to purchase Certificates from a Class that is subordinated to one or more Classes if the Company also purchases, at the same time, a notional amount of Certificates from each such senior Class of Certificates such that the proportion that the outstanding principal amount of the junior Class of Certificates bears to the outstanding principal amount of each senior Class of Certificates is equal to or greater than the corresponding proportion as at the original issuance. For the avoidance of doubt, the Company may at any time purchase Certificates from a Class that is not subordinated to any other Class of Certificates without being required to purchase an equivalent proportion of the related junior Class(es) of Certificates.

All Certificates so purchased ("**Purchased Certificates**") and any unmatured Coupons, Talons and Receipts attached to or surrendered with Bearer Certificates may, at the option of the Company, be held by it (and, at the option of the Company, subsequently re-issued or resold) or may be cancelled, in which latter case they may not be re-issued or resold. On any such purchase of such Certificates by the Company, there will be a *pro rata* reduction in payments under any Swap Agreement(s) and, so far as the denominations of the Outstanding Charged Assets being realised or disposed of will allow, in the aggregate amount of the Outstanding Charged Assets held by the Company, and, in addition, such adjustments to the amount of any Credit Support Balance (VM) under any Credit Support Annex as are required in connection therewith, which transactions will in aggregate leave the Company with no net liabilities in respect thereof; provided that any selection of individual assets comprised in the Outstanding Charged Assets to be realised or disposed of shall be made on a *pro rata* basis so far as the denominations of the Outstanding Charged Assets being realised or disposed of will allow. On any subsequent resale or re-issue of such Certificates which the Company has elected not to cancel, either (i) there will be a *pro rata* increase in payments under each Swap Agreement (if any) and in the amount of

the Outstanding Charged Assets or (ii) a new Swap Agreement will be entered into and new Outstanding Charged Assets will be acquired by the Company.

In connection with the redemption, realisation or disposal of any Outstanding Charged Assets, corresponding amendments shall be effected to the Swap Agreement (if any) to ensure that the Company is due to receive cashflows necessary, when taken together with its payment obligations to the Counterparty under the Swap Agreement (if any) and amounts receivable by it in respect of the remaining Outstanding Charged Assets, to meet its payment obligations in respect of the remaining Certificates outstanding.

(g) Cancellation

All Certificates redeemed by the Company and all Certificates purchased by or on behalf of the Company which the Company elects to surrender, together with all unmatured Receipts and Coupons and unexchanged Talons appertaining thereto, for cancellation, will be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith) and, if cancelled (in the case of Purchased Certificates), may not be reissued or resold and the obligations of the Company in respect of any such Certificates, Receipts, Coupons and Talons shall be discharged.

(h) Minimum Redemption Amount

Notwithstanding anything else in the Conditions, the minimum Redemption Amount and the minimum Early Redemption Amount of any Certificate will not be less than an amount such that the sum of principal and interest (if any) due on the Certificate is zero.

11 Redemption Amount and Early Redemption Amount

Unless otherwise specified in the applicable Pricing Conditions, the "**Redemption Amount**" in respect of each Certificate shall be the Denomination of the Certificate.

Subject to Condition 4(d), the "**Early Redemption Amount**" shall be as specified in the relevant Pricing Conditions, save that if no Early Redemption Amount is specified then the Early Redemption Amount shall be the Standard Early Redemption Amount. The "**Standard Early Redemption Amount**" shall be an amount per Certificate determined by the Calculation Agent to be that Certificate's *pro rata* share of (i) the Relevant Currency Proceeds plus (ii) any Termination Payment in respect of the Swap Agreement (if any) which is payable to the Company (together, if applicable, with any interest payable thereon) minus (iii) any Termination Payment in respect of the Swap Agreement (if any) which is payable by the Company to the Counterparty (together, if applicable, with any interest payable thereon) and minus (iv) any Priority Payments. The Early Redemption Amount shall be expressed on a per Certificate basis and shall be subject always to Condition 10(h).

If, in determining the Actual Currency Proceeds (and, therefore, the Relevant Currency Proceeds and the Early Redemption Amount), the Calculation Agent is required to use a fair market value for any Outstanding Assets as a result of their not having been realised as at the Early Valuation Date then, upon the Liquidation or enforcement of Security and realisation of such Outstanding Assets in full, the Calculation Agent shall determine whether the Standard Early Redemption Amount that would have been payable per Certificate would have been greater had the actual realisation value been used instead of the fair market value at the time of determination and, if so, the Company shall make payment to Certificateholders of the difference (determined on a per Certificate basis) (such difference per Certificate being a "**Make-Whole Amount**").

12 Payments and Talons

(a) Bearer Certificates

Payments of principal and interest in respect of any Bearer Certificates will, subject as mentioned below, be made against presentation and surrender of the relevant Certificates (in the case of payments of principal and, in the case of interest, as specified in Condition 12(f)(v)) or Coupons (in the case of interest, save as specified in Condition 12(f)(v)), as the case may be, at the specified office of any Paying Agent outside the United States by transfer to an account denominated in the currency in which such payment is due with a bank in the principal financial centre of the country of that currency or in such city.

(b) Registered Certificates

(i) Payments of principal in respect of Registered Certificates which are not Uncertificated Certificates will be made against presentation and surrender of the relevant Certificates at the specified office of any of the Paying Agents and in the manner provided in Condition 12(a) for the purpose of Bearer Certificates.

(ii) Payments of principal in respect of Uncertificated Certificates and payments of interest on all Registered Certificates will be made to the person shown on the Register at the close of business on the Record Date. Such payments will be made by transfer to an account in the relevant currency maintained by the payee with a bank in the principal financial centre of the country of that currency or in such city.

(iii) Subject to Condition 22, to receive a payment on any Registered Certificate without withholding or deduction for, or on account of, any taxes imposed by the U.S. authorities, the Company may require a relevant Certificateholder to produce a form W8-BEN or equivalent non-U.S. resident tax form in the case of a U.S. non-resident holder, or a form W-9 or equivalent U.S. resident tax form in the case of a U.S. resident holder, in each case establishing an exemption from U.S. withholding tax and each Certificateholder agrees to produce such form upon request.

(c) Payments in the United States

Notwithstanding the foregoing, if any Bearer Certificates are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Company shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Certificates in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law.

(d) Payments subject to law etc.

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment to which the Company agrees to be subject and the Company will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of Condition 22. No commission or expenses shall be charged to the Certificateholders or Couponholders in respect of such payments.

(e) Appointment of Agents

The Paying Agents, the Registrar, the Transfer Agents and any Calculation Agent initially appointed by the Company and their respective specified offices are listed below. The Paying Agents, the Registrar, the Transfer Agents and any Calculation Agent act solely as agents of the

Company and do not assume any obligation or relationship of agency or trust for or with any holder. The Company reserves the right at any time to vary or terminate the appointment of any Paying Agent, the Registrar, any Transfer Agent or any Calculation Agent and to appoint additional or other Paying Agents or Transfer Agents or a new Registrar or Calculation Agent , provided that it will at all times maintain (i) a Principal Paying Agent, (ii) a Registrar in relation to Registered Certificates, (iii) one or more Transfer Agents in relation to Registered Certificates, at least one of which is based in a major European city, (iv) as applicable, a Paying Agent in such city as may be required by any stock exchange, (v) in the case of Registered Certificates, as applicable, a Transfer Agent in such city as may be required by any stock exchange and (vi) a Calculation Agent where the Conditions so require one.

In addition, the Company shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Certificates denominated in U.S. dollars in the circumstances described in Condition 12(c).

Notice of the appointment of any new agents (which, for this purpose, shall be deemed to include any Custodian or Portfolio Manager), or the termination of the appointment of any existing agents (which, for this purpose, shall be deemed to include any Custodian or Portfolio Manager) or any change of any specified office of an existing agent (which, for this purpose, shall be deemed to include any Custodian or Portfolio Manager) will promptly be given to the Certificateholders (in accordance with Condition 17).

(f) Unmatured Coupons and Receipts and unexchanged Talons

(i) Upon the due date for redemption of any Certificate, unmatured Coupons relating to such Certificate (whether or not attached) shall become void and no payment shall be made in respect of them.

(ii) Upon the due date for redemption of any Certificate, any unexchanged Talon relating to such Certificate (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iii) Upon the due date for redemption of any Certificate which is redeemable in instalments, all Receipts relating to such Certificate having an instalment date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.

(iv) Where any Certificate is presented for redemption without all unmatured Receipts, unmatured Coupons and any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Company may require.

(v) If the due date for redemption of any Certificate is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Certificate. Interest accrued on a Certificate which only bears interest after its Maturity Date or date of redemption shall be payable on redemption of such Certificate against presentation thereof.

(g) Non-Business Days

If any date for payment in respect of any Certificate, Receipt or Coupon is not a Business Day, the holder shall not be entitled to payment until the next following Business Day or to any interest or other sum in respect of such postponed payment.

(h) Talons

On or after the Specified Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Certificate, the Talon forming part of such Coupon sheet

may be surrendered at the specified office of the Principal Paying Agent in exchange for a further Coupon sheet (but excluding any Coupons which may have become void pursuant to Condition 14).

(i) Restitution

If any amount is mistakenly paid to a Certificateholder in respect of the Certificates when no such amount was due (whether as a result of a miscalculation or otherwise), such payment shall be reimbursed by the relevant Certificateholder to the Company and, if no such reimbursement is made, the Company may reduce any subsequent payments owed by it to such Certificateholder by all or part of such un-reimbursed amounts in satisfaction (or partial satisfaction) thereof and may take such action as it deems fit to recover any outstanding un-reimbursed amounts. In respect of any repayment of any such amount, the amount repaid shall be deposited by the Company with the Custodian but shall not form part of the Mortgaged Property for the Certificates. Any such reduction or reimbursement shall, to the extent relevant, be applied by the Company in meeting the claims of the Custodian, the Principal Paying Agent and/or the Counterparty for repayment of any amount of such mistaken payment funded or reimbursed by the Custodian, the Principal Paying Agent or the Counterparty, as the case may be (or, where such reduction or reimbursement is for less than the full amount of any such claims, in meeting such claims *pro rata*). Only after satisfaction of all such claims shall the amount remaining (if any) be deemed, for purposes of these Conditions, to have been derived from the Mortgaged Property for the Certificates.

13 Events of Default

Any of the following events shall be "**Events of Default**":

(i) if default is made for a period of five Payment Business Days or more in the payment of any principal or interest due in respect of the Certificates or any of them or in payment of any Management Fees (as defined in the Portfolio Management Agreement) due to the Portfolio Manager (if any) when the same shall become due and payable; or

(ii) if the Company fails to perform or observe any of its other obligations under the Certificates or the Trust Deed (other than a failure resulting from a Charged Assets Default) and such failure continues for a period of 30 days (or such longer period as the Trustee may permit) next following the service by the Trustee on the Company of notice requiring the same to be remedied; or

(iii) if a Bankruptcy Event of Default occurs; or

(iv) if a Charged Assets Default occurs,

provided that no event falling under paragraph (iii) of the definition of Event of Default above shall constitute an Event of Default if the action referred to in such Condition and otherwise constituting the Event of Default is taken by any person in breach of any contractual provision prohibiting such person from taking such action unless such action results in the appointment by a court of competent jurisdiction of a receiver, administrator, liquidator, examiner, assignee, sequestrator or other similar official or the entry of a decree or order by such a court for an encumbrancer to take possession or for execution or other process to be levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of the Company.

If an Event of Default occurs, whether or not any Event of Default is continuing, the Trustee at its discretion may, and shall (x) if so requested in writing by the holders of at least 20 per cent. of the aggregate principal amount of the Certificates then outstanding or (y) if so directed by an Extraordinary Resolution (as defined in the Trust Deed) of the holders of Certificates then outstanding (provided, in each case, the Trustee is indemnified and/or secured and/or pre-funded to its satisfaction against all Related Liabilities), give notice (each, an "**Event of Default Notice**") to the Company, the Counterparty (if any), the Principal Paying Agent and the Calculation Agent that the Certificates are, and they shall

then accordingly become, due and repayable on the Early Redemption Date at the Early Redemption Amount (and no separate amount of interest will be payable in respect of accrued interest). If an Event of Default Notice is not delivered by the Trustee within 30 days of the date on which the relevant Event of Default occurred and such Event of Default is continuing after such period, the Certificates shall become due and repayable on the Early Redemption Date at the Early Redemption Amount (and no separate amount of interest will be payable in respect of accrued interest).

The Company will, as soon as practicable following its becoming aware of the relevant event, give notice to each Rating Agency of any event which either constitutes an Event of Default under this Condition or is an event falling under paragraph (ii), (iii) or (iv) of the definition of Event of Default above. For the avoidance of doubt, nothing herein shall be construed as imposing an obligation to consult with any Rating Agency over whether the occurrence of an event described under this Condition would result in a withdrawal or downgrading of the current rating of the Certificates.

Subject always to the terms of the Trust Deed, only the Trustee may pursue the remedies against the Company for any breach by the Company of the terms of the Trust Deed, the Certificates or the Coupons and no Certificateholder or Couponholder shall be entitled to proceed directly against the Company unless the Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails to do so within a reasonable period and such failure is continuing.

Only the Trustee may enforce the Security over the Mortgaged Property in accordance with, and subject to the terms of, the Trust Deed.

14 Prescription

Claims in respect of Certificates, Receipts and Coupons (but not Talons) shall become void and be prescribed unless made within 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date in respect thereof.

References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Certificates, Redemption Amounts, or other Calculated Amounts and (ii) "**interest**" shall be deemed to include all Interest Amounts.

15 Agents of the Trustee

Each of the Paying Agents, the Registrar, the Transfer Agent(s) and the Custodian acts solely as agent of the Company unless an Event of Default has occurred or a valid Enforcement Notice has been given in which case each of the Paying Agents, the Registrar, the Transfer Agent(s) and the Custodian will, if required to do so by the Trustee in writing, act as agent of the Trustee, and will not assume any relationship of agency or trust with the Certificateholders.

16 Replacement of Certificates, Receipts, Coupons and Talons

If a, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws and stock exchange requirements, at the specified office of the Principal Paying Agent (in the case of Bearer Certificates, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates for Registered Certificates) in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there will be paid to the Company on demand the amount payable by the Company in respect of such Certificates, Certificates, Receipts, Coupons or further Coupons) and otherwise as the Company may require. Mutilated or defaced Certificates, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

17 Notices

Notices to holders of Registered Certificates will be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing.

All notices to holders of Bearer Certificates will be published in one or more daily newspapers with circulation in Europe. Any such notice to holders of Bearer Certificates shall be deemed to have been given on the date of such publication or, if published more than once, on the first date on which publication is made.

In addition, if and for so long as the Certificates are Listed Certificates, all notices to holders of Certificates will be published in accordance with the rules of the relevant stock exchange on which the Certificates are listed.

Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the holders of Certificates in accordance with this Condition.

18 Meetings of Certificateholders; Modification; Waiver; and Substitution

(a) Modification by Certificateholders' actions

The Trust Deed contains provisions for convening meetings of Certificateholders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of the Conditions of the Certificates. The quorum at any such meeting for passing an Extraordinary Resolution shall be one or more persons holding or representing a clear majority in principal amount of the Certificates for the time being outstanding, or at any adjourned meeting, one or more persons being or representing Certificateholders, whatever the principal amount of the Certificates so held or represented, except that, *inter alia*, the terms of the Security and certain terms concerning the amount and currency and the postponement of the due dates of payment of the Certificates, Receipts and Coupons (except where such modification is not materially prejudicial to Certificateholders), or the provisions concerning the quorum required at any meeting of Certificateholders or the majority required to pass an Extraordinary Resolution, may be modified only by resolutions passed at a meeting the quorum (the "**Special Quorum**") at which shall be one or more persons holding or representing two-thirds, or at any adjourned such meeting not less than one-third, in principal amount of the Certificates for the time being outstanding. A resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Certificates of the relevant Series who for the time being are entitled to receive notice of a meeting in accordance with the provisions of the Trust Deed (a "**Written Resolution**") shall for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which the Special Quorum was satisfied) be deemed to be an Extraordinary Resolution passed at a meeting of such Certificateholders duly convened and held in accordance with the provisions of the Trust Deed. An Extraordinary Resolution passed at any meeting of Certificateholders (or by Written Resolution) will be binding on all Certificateholders, whether or not they were present at such meeting or participated in such Written Resolution, and on the holders of Coupons, Receipts and Talons.

(b) Modification without Certificateholders' consent

The Trustee may agree, without the consent of the Certificateholders or holders of Coupons, Receipts and Talons, to (i) any modification of any of the provisions of the Trust Deed, any other Security Document or any Related Agreement as each affects the Certificates which is in the opinion of the Trustee of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any modification (except as aforesaid), waiver or authorisation of any breach or proposed breach of any of the provisions of the Trust Deed, any other Security Document or any Related Agreement as each affects such Series which, in any such case, is not in the opinion of the

Trustee materially prejudicial to the interests of the Certificateholders but such power in this sub-paragraph (ii) does not extend to any such modification, waiver or authorisation as would require a special quorum for any Extraordinary Resolution approving the same. Any such determination, modification, authorisation or waiver shall be binding on the Certificateholders and holders of Coupons, Receipts and Talons and, unless the Trustee agrees otherwise, any such modification shall be notified to the Certificateholders (in accordance with Condition 17) as soon as practicable thereafter.

(c) Amendments to any Swap Transaction following a Reference Rate Event or an Original Charged Assets Disruption Event

(i) If the Calculation Agent determines that any Replacement Reference Rate Amendments are necessary pursuant to Condition 7(b)(ii) and the Company makes such amendments, pursuant to Condition 7(b)(v):

(1) with effect from the date on which such Replacement Reference Rate Amendments become effective, the terms of any Swap Transaction under the Swap Agreement shall, without the consent of the Trustee, the Certificateholders or the Couponholders, be deemed to be amended so that references to the Swap Reference Rate are replaced by references to the Replacement Reference Rate as adjusted by the Adjustment Spread (provided that the Replacement Reference Rate, after application of the Adjustment Spread, may not be less than zero); and

(2) with effect from the date on which such Replacement Reference Rate Amendments become effective, the Counterparty and the Company may, without the consent of the Trustee or the Certificateholders or the Couponholders, make such other adjustments to any Swap Transaction under the Swap Agreement (including, but not limited to, any Business Day, Business Day Convention, Day Count Fraction, Interest Period, Interest Rate, Floating Amount, Fixed Amount or Payment Date) as the Counterparty determines necessary or appropriate in order to account for the effect of the replacement of the Swap Reference Rate with the Replacement Reference Rate (as adjusted by the Adjustment Spread) and/or to preserve as nearly as practicable the economic equivalence of the relevant Swap Transaction before and after the replacement of the Swap Reference Rate with the Replacement Reference Rate (as adjusted by the Adjustment Spread).

(ii) If the Company receives an Original Charged Assets Disruption Event Amendment Notice pursuant to Condition 7(h)(ii) and the provisos set out in Condition 7(h)(iii)(1) to (3) (inclusive) are satisfied, the Counterparty and the Company may, without the consent of the Trustee or the Certificateholders or the Couponholders, make such adjustments to the Swap Agreement as are necessary in order to implement the Original Charged Assets Disruption Event Amendments relating to the Swap Agreement.

(d) Regulatory Requirement Amendments

If the Calculation Agent determines that a Regulatory Requirement Event has occurred in respect of a Series, it may notify the Company and the Transaction Parties of any modifications that it determines are required to be made to the Conditions and/or any Transaction Document (except for the Programme Deed) (such amendments, the "**Regulatory Requirement Amendments**") in order to cause:

(i) the transactions contemplated by the Conditions and the Transaction Documents to be compliant with all Relevant Regulatory Laws;

(ii) the Company and each Transaction Party to be compliant with all Relevant Regulatory Laws; or

(iii) the Company and each Transaction Party to be able to continue to transact future business (as issuer of Certificates or as a transaction party to the Company pursuant to the Programme) in compliance with all Relevant Regulatory Laws.

If the Company receives such a notice from the Calculation Agent, it shall, without the consent of the Certificateholders or the Couponholders, promptly make the Regulatory Requirement Amendments, provided that:

(1) no Early Redemption Date has occurred in respect of the Certificates;

(2) the Regulatory Requirement Amendments will not:

(I) amend the dates of maturity or redemption of the Certificates or any date for payment of interest or Interest Amounts on the Certificates;

(II) reduce or cancel the principal amount of, or any premium payable on redemption of, the Certificates;

(III) reduce the rate or rates of interest in respect of the Certificates or vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Certificates;

(IV) vary any method of, or basis for, calculating the Final Redemption Amount or the Early Redemption Amount;

(V) exchange or substitute the Original Charged Assets; or

(VI) have a material adverse effect on the validity, legality or enforceability of the Security or on the priority and ranking of the Security;

(3) the Regulatory Requirement Amendments are agreed to by each party to the affected Transaction Documents (in each case, such consent not to be unreasonably withheld or delayed) and the Trustee; and

(4) the Calculation Agent certifies in writing (such certificate, a "**Regulatory Requirement Amendments Certificate**") to the Trustee that (I) the purpose of the Regulatory Requirement Amendments is solely as set out in Conditions 18(d)(i) to 18(d)(iii) and (II) the Regulatory Requirement Amendments satisfy the requirements of paragraph (2) above.

The Trustee may rely, without further enquiry and without liability to any person for so doing, on a Regulatory Requirement Amendments Certificate. Upon receipt of a Regulatory Requirement Amendments Certificate, the Trustee shall agree to the Regulatory Requirement Amendments without seeking the consent of the Certificateholders, the Couponholders or any other party and concur with the Company (at the Company's expense) in effecting the Regulatory Requirement Amendments (including, *inter alia*, by the execution of a deed supplemental to or amending the Trust Deed), provided that the Trustee shall not be required to agree to the Regulatory Requirement Amendments if, in the opinion of the Trustee (acting reasonably), the Regulatory Requirement Amendments would (x) expose the Trustee to any Related Liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (y) impose more onerous obligations upon it or expose it to any additional duties or responsibilities or reduce or amend the protective provisions afforded to the Trustee in the Conditions or any Transaction Document of any Series.

The Company shall, promptly following the Regulatory Requirement Amendments having been made, deliver a notice containing the details of the Regulatory Requirement Amendments to the Certificateholders (in accordance with Condition 17).

Neither the Calculation Agent nor the Trustee shall have any duty to monitor, enquire or satisfy itself as to whether any Regulatory Requirement Event has occurred. The Calculation Agent shall not have any obligation to give, nor any responsibility or liability for giving or not giving, any notice to the Company and the Transaction Parties in respect of a Regulatory Requirement Event, except to the extent caused by the Calculation Agent's own gross negligence, fraud or wilful misconduct.

Any Regulatory Requirement Amendments will be binding on the Company, the Transaction Parties, the Certificateholders and the Couponholders.

(e) Waiver

The Trustee may, without consulting the Certificateholders or Couponholders, determine that an event which would otherwise be an Event of Default shall not be so treated. If the Trustee so determines, the Certificateholders and Couponholders shall not be entitled to rely on any such event as entitling them to give, or to request that the Trustee give, notice to the Company accelerating the Certificates in accordance with Condition 13.

(f) Substitution

Subject to such amendment of the Trust Deed and such other conditions as the Trustee may require including the transfer of the Security, but without the consent of the Certificateholders or Couponholders, the Trustee may (with the consent of any Portfolio Manager, any Counterparty and any Credit Support Provider of any such Counterparty and subject to Rating Agency Affirmation (if applicable)) also agree to the substitution of any other company in place of the Company as principal debtor under the Trust Deed and the Certificates and in place of the Company under the Swap Agreement (if any), the Custody Agreement, any Related Agreement and any agreement forming part of the Outstanding Charged Assets in respect of any one or more Series and to the extent that they relate to the affected Series. In the case of such a substitution, the Trustee may (with the consent of any Portfolio Manager, any Counterparty and any Credit Support Provider of any such Counterparty) agree, without the consent of the Certificateholders or Couponholders, to a change of the law governing the Certificates, the Swap Agreement (if any), the Custody Agreement, the Portfolio Management Agreement (if any), any Related Agreement, any agreement forming part of the Outstanding Charged Assets and/or the Trust Deed, in each case, to the extent they relate to the affected Series unless such change would in the opinion of the Trustee be materially prejudicial to the interests of the Certificateholders. The Trustee, the Portfolio Manager (if any), the Counterparty (if any), any Credit Support Provider of such Counterparty and the Company should use all reasonable efforts to effect a substitution (i) if the Company is required to do so in accordance with the terms of a Swap Agreement (if any), (ii) in the circumstances set out in Condition 10(c), upon the occurrence of a Withholding Tax Event or an Increased Tax Event with respect to the Company, (iii) if the Certificates are not rated, where the rating by any Rating Agency of all or part of the Outstanding Charged Assets or any asset by reference to which amounts payable under the Certificates are linked falls or, in the opinion of the Calculation Agent, is likely to fall below investment grade or, where there is no such rating, in the opinion of the Calculation Agent would be below or would be likely to fall below investment grade, were such a rating in force or (iv) if to do so would be likely to avoid a downgrading or lead to an upgrading of the rating(s) of Certificates of any other Series if rated by any rating agency at the request of the Company; provided that, in any such case, such efforts should not result in the Trustee, any Portfolio Manager, any Counterparty, any Credit Support Provider of such Counterparty or the Company incurring irrecoverable costs. Subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Certificateholders or Couponholders, the Trustee will also agree (with the consent of the Counterparty (if any) and the Credit Support Provider (if any) of such Counterparty) to the change of the branch or office of any Counterparty or the Custodian (if any) unless such change would, in the opinion of the Trustee, be materially prejudicial to the

Certificateholders. Any such substitution may be effected in respect of any one or more Series of Certificates.

(g) Miscellaneous Provisions

In connection with the exercise of its powers, trusts, authorities or discretions (including, but not limited to, those in relation to any proposed modification, waiver, authorisation or substitution as aforesaid) the Trustee shall not have regard to the consequences of such exercise for individual Certificateholders or Couponholders 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 the Trustee shall not be entitled to require, nor shall any Certificateholders or Couponholders be entitled to claim, from the Company any indemnification or payment in respect of any tax consequence of any exercise upon individual Certificateholders or Couponholders.

The Trust Deed provides, *inter alia*, that (a) except where the Conditions specifically state that one meeting of Certificateholders of more than one Series will be held, separate meetings of Certificateholders of each separate Series will normally be held, although the Trustee may from time to time determine that meetings of Certificateholders of each separate Series issued by the Company may be held together; (b) a resolution that in the opinion of the Trustee affects one Series alone shall be deemed to have been duly passed if passed at a separate meeting of the holders of Certificates of the Series concerned; (c) a resolution which in the opinion of the Trustee affects the holders of more than one Series of Certificates issued by the Company but does not give rise to a conflict of interest between the holders of the other Series of Certificates concerned shall be deemed to have been duly passed if passed at a single meeting of the holders of Certificates of all the affected Series provided that, for the purposes of determining the votes that a Certificateholder is entitled to cast, each Certificateholder shall have one vote in respect of each U.S.$1 principal amount of Certificates held, converted, if such Certificates are not denominated in U.S. dollars in the manner specified in the Trust Deed; (d) a resolution that in the opinion of the Trustee affects the holders of more than one Series of Certificates and gives or may give rise to a conflict of interest between the holders of the other Series of Certificates concerned shall be deemed to have been duly passed only if it shall be duly passed at separate meetings of the holders of all the affected Series of Certificates, except where the Conditions specifically state that one meeting of Certificateholders of more than one affected Series will be held; and (e) if the Company proposes to exchange part of an existing Series of Certificates for Certificates of a new Series, only the Certificates to be exchanged shall be deemed to be Certificates of the relevant Series.

In respect of any Series, where such Series is divided into two or more Classes, each such Class shall, unless otherwise specified in the applicable Pricing Conditions and subject to the provisions of the Trust Deed, be treated as if it were a distinct and separate Series for the purposes of this Condition 18.

(h) Rights relating to Outstanding Charged Assets

Except where the Conditions expressly so provide, the Company will not exercise any rights or take any action in its capacity as holder of the Outstanding Charged Assets unless directed to do so by the Trustee or by an Extraordinary Resolution of the Certificateholders, in each case after prior consultation with the Counterparty (if any) and the Credit Support Provider of such Counterparty, and, if such exercise or action is in the reasonable opinion of any Counterparty and the Credit Support Provider of such Counterparty likely to affect the value of the Outstanding Charged Assets, the Certificates or the Swap Agreement, it shall not be done without the prior written consent of any such Counterparty and the Credit Support Provider of such Counterparty. If such direction is given, the Company will act only in accordance with such direction.

19 Notification to the Trustee

The Company shall provide written confirmation to the Trustee on an annual basis or following a request by the Trustee at any time that no Event of Default or other matter which is required to be brought to the Trustee's attention has occurred.

20 Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking proceedings to enforce repayment or taking any step or action under the Trust Deed unless indemnified and/or secured and/or pre-funded to its satisfaction against all Related Liabilities or from taking any other action under the Trust Deed which may involve the Trustee in any personal liability or expense. The Trustee and any Affiliate of the Trustee is entitled to enter into business transactions with the Company, any Custodian, any Counterparty, any Portfolio Manager or any of their respective Affiliates without accounting to the Certificateholders or Couponholders for profit resulting therefrom.

The Trustee will not be liable for any failure to make the usual investigations which might be made by a chargee in relation to the Security for the Certificates nor will it have any liability for its enforceability, provided that if the Trustee fails to show the degree of care and diligence required of it as trustee nothing in the Trust Deed shall relieve or indemnify it from or against any liability which would otherwise attach to it in respect of any negligence, fraud or wilful default in relation to its duties under the Trust Deed. The Trustee has no responsibility for the value of the Security.

21 Further Issues

Subject to Condition 5 and the provisions of the Trust Deed, the Company may from time to time without the consent of the Certificateholders or Couponholders create and issue further securities under its Programme having the same terms and conditions as the Certificates in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single Series with the certificates of any Series (including the Certificates) provided that (a) if such Certificates are to be sold in the United States (1) such further issue of Certificates will be accorded the same tax characterisation for U.S. federal income tax purposes as the original Certificates of such Series, (2) such further issue of Certificates will either (x) be part of the same issue as the original Certificates for purposes of Sections 1271 to 1275 of the U.S. Internal Revenue Code or (y) the U.S. federal income tax consequences of the acquisition, ownership and disposition of such further issue will not differ in any material respect from that applicable to the original issue of Certificates of such Series, (b) in the cases of Certificates of a Series originally issued in more than one Class, additional Certificates of each Class are issued in the same proportion as in the original issuance and (c) the Original Charged Assets in respect of such further Certificates will be rated no lower than the highest rating of the Outstanding Charged Assets or Company Posted Collateral in respect of the original Certificates, to the extent that any such Outstanding Charged Assets or Company Posted Collateral are rated, as at the date of issue of such further certificates but shall not otherwise be required to be identical to, or fungible with, such Outstanding Charged Assets or Company Posted Collateral or to be issued by the same Underlying Obligor. In connection with such a further issue, the Company may, with the consent of the Counterparty but without the consent of Certificateholders or Couponholders or any other person, amend the Swap Agreement with respect to the relevant Series to reflect the addition of the Original Charged Assets in respect of such further Certificates, subject always to the requirement that the purpose and effect of such amendment is to ensure that the Company's payment obligations thereunder match any amounts receivable by the Company under the aggregate Outstanding Charged Assets for the Series or ensure that the Counterparty's payment obligations thereunder match any amounts payable by the Company in respect of the Certificates and other liabilities. In the case of Certificates which are then rated at the request of the Company, the Company shall notify (or procure notification of) each Rating Agency that then rates the Certificates of any such proposed issuance not later than

seven calendar days prior to the issue date thereof. If one or more of such Rating Agencies notifies or indicates to the Company that such issuance would result in the then current rating of the Certificates being adversely affected or withdrawn then the Company shall not proceed with such issuance. In addition, the Company may, subject, if any of the Certificates are then rated at the request of the Company, to Rating Agency Affirmation, and to any rating agency affirmation required in respect of any other Obligations issued or entered into by the Company, create and issue further securities or enter into other Obligations under this Programme upon such terms as the Company may determine at the time of their issue or creation. The total aggregate principal amount of Certificates or other Obligations outstanding at any time issued or entered into by any individual Company shall not exceed the limit (if any) agreed between the Company, the Arranger and the Dealers (or its equivalent in any other currency or currencies at spot rates at the time of issue of such further securities). References in these Conditions to the Certificates and to Outstanding Charged Assets and Company Posted Collateral include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single Series with the Certificates and the assets securing such securities respectively.

In the case of Certificates which are then rated at the request of the Company, the Company shall notify the relevant Rating Agency of any further issue of securities in accordance with this Condition.

22 Taxation

(a) Withholding or deductions on Payments in respect of the Certificates

All payments in respect of the Certificates will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless the Company or any Paying Agent is required by applicable law to make any such payment in respect of the Certificates subject to any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature. In that event, the Company or such Paying Agent (as the case may be) shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. None of the Company, the Trustee, any Paying Agent will be obliged to make any additional payments to holders of Certificates in respect of such withholding or deduction. For the purposes of this Condition 22(a), any withholding required by an Information Reporting Regime shall be deemed to be required by applicable law.

(b) Provision of Information

Each Certificateholder, Couponholder and beneficial owner of Certificates shall, within ten Payment Business Days of the Company delivering a request (in accordance with Condition 17) or receipt of a request from any agent acting on behalf of the Company, supply to the Company and/or any agent acting on behalf of the Company such forms, documentation and other information relating to such Certificateholder's, Couponholder's or beneficial owner's status under any applicable law (including, without limitation, any Information Reporting Regime or any agreement entered into by the Company pursuant thereto) as the Company and/or any agent acting on behalf of the Company reasonably requests for the purposes of the Company's or such agent's compliance with such law or agreement and such Certificateholder, Couponholder or beneficial owner shall notify the Company and/or any agent acting on behalf of the Company (as applicable) reasonably promptly if it becomes aware that any of the forms, documentation or other information provided by such Certificateholder, Couponholder or beneficial owner is (or becomes) inaccurate in any material respect; provided, however, that no Certificateholder, Couponholder or beneficial owner shall be required to provide any forms, documentation or other information pursuant to this Condition 22 to the extent that:

(i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such

Certificateholder, Couponholder or beneficial owner and cannot be obtained by such Certificateholder, Couponholder or beneficial owner using reasonable efforts; or

(ii) doing so would or might in the reasonable opinion of such Certificateholder, Couponholder or beneficial owner constitute a breach of any (A) applicable law, (B) fiduciary duty or (C) duty of confidentiality,

and, in each case, such Certificateholder, Couponholder or beneficial owner promptly provides written notice to the Company and/or any agent acting on behalf of the Company (as applicable) stating that it is unable to comply with the Company's and/or such agent's request and the reason for such inability to comply.

The Company and its duly authorised agents and delegates may disclose the forms, documentation and other information provided to the Company and/or any agent acting on behalf of the Company (as applicable) pursuant to this Condition 22(b) to any taxation or other governmental authority.

Each Certificateholder, Couponholder and beneficial owner of the Certificates further agrees and consents that, in respect of applicable Information Reporting Regimes, the Company may, but is not obliged and owes no duty to any person to, (i) comply with the terms of any intergovernmental agreement between the U.S. and another jurisdiction with respect to FATCA or any legislation implementing such an intergovernmental agreement, (ii) enter into an agreement with the U.S. Internal Revenue Service or (iii) comply with other legislation or agreements under an applicable Information Reporting Regime, in each case, in such form as may be required to avoid the imposition of withholding on payments made to the Company, or fines or penalties that would be suffered by the Company, under an applicable Information Reporting Regime.

In connection therewith, the Company may without the consent of Certificateholders, Couponholders, any beneficial owner or the Trustee make such amendments to the Certificates, the Swap Agreement and any other Transaction Document as are necessary to enable the Company to enter into, or comply with the terms of, any such agreement or legislation, provided that such amendments are agreed to by each other party to the affected Transaction Documents. Any such amendment will be binding on the Certificateholders and Couponholders. For the avoidance of doubt, this right of the Company is separate from, and does not require any agreement from the Trustee under, Condition 18(b).

(c) U.S. Withholding Certificates

Payments made or deemed made or accrued on U.S. Withholding Certificates will be treated as subject to U.S. withholding tax to the extent they would have been so subject if the Certificates had been issued by a U.S. Person. For the purposes of Condition 22(a), any U.S. withholding tax required on such payments as a result of such treatment shall be deemed to be required by applicable law.

U.S. Withholding Certificates may be issued solely as Registered Certificates. If a substitution or change in the composition of the Outstanding Assets for a Series occurs (whether pursuant to Condition 4(i) or as a result of a delivery pursuant to the Swap Agreement for the Series) in respect of a U.S. Withholding Certificate, the Certificate will be treated as if newly issued for purposes of this Condition 22.

Without prejudice to Condition 22(b), and in order to mitigate the risk of U.S. withholding tax applying with respect to U.S. Withholding Certificates, each Certificateholder, Couponholder and beneficial owner of U.S. Withholding Certificates shall supply to the applicable withholding agent, which may include the Company and/or any agent acting on behalf of the Company or any intermediary through which a Certificate is held, a properly completed IRS Form W-9 or IRS Form W-8 or other documentation that will allow the withholding agent to make payments on the Certificates without any deduction or withholding for or on account of any U.S. withholding tax

imposed under Sections 871 or 881 (other than Section 871(m)) or Section 3406 (relating to backup withholding), or any successor provisions, of the Code, and such Certificateholder, Couponholder or beneficial owner shall reasonably promptly (i) notify the applicable withholding agent if it becomes aware that any of the forms, documentation or other information provided by such Certificateholder, Couponholder or beneficial owner is (or becomes) inaccurate in any material respect and (ii) provide a replacement form or other documentation or information.

23 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Certificates under the Contracts (Rights of Third Parties) Act 1999.

24 Governing Law

The Certificates, Receipts, Coupons and Talons, and any non-contractual obligations arising out of or in connection with the Certificates, Receipts, Coupons and Talons, are governed by and shall be construed in accordance with the laws of England. The Company has in the Trust Deed submitted to the exclusive jurisdiction of the English courts for all purposes in connection with the Certificates, Receipts, Coupons and Talons. The Company has irrevocably appointed the party specified as process agent in the Pricing Conditions for the Certificates as its agent in England to receive service of process in any proceedings in England based on any of the Certificates, Receipts, Coupons or Talons.

25 Definitions

Words and expressions defined in the applicable Pricing Conditions, the Trust Deed, the Swap Agreement (if any), the Agency Agreement, the Custody Agreement or the Portfolio Management Agreement (if any) shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated. In the event of any conflict as a result of a word or expression being defined in more than one such document, priority shall be given to the documents in the order in which they are listed.

In these Conditions:

"**2006 ISDA Definitions**" means the 2006 ISDA Definitions, as published by ISDA, and, in respect of each Series, as amended and supplemented up to and including the Initial Reference Date of the first Tranche of such Series, unless otherwise specified in the applicable Pricing Conditions.

"**Actual Currency Proceeds**" means (subject, in each case, to deduction of, or provision for, any Negative Interest) the sum of (a) the net proceeds realised from the Liquidation of any Outstanding Assets in connection with an Early Redemption together with any sums ("**Other Available Proceeds**") available to the Company that are derived from all or part of the Outstanding Assets (or were derived from assets that were, at the relevant time, Outstanding Assets) and realised other than from such Liquidation (in each case by sale, repayment, redemption, enforcement or otherwise in accordance with the Conditions) and (b) if any Outstanding Assets have not been realised at the Early Valuation Date, their fair market value (as determined by the Calculation Agent), in each case, after deduction of the following (or, if any Outstanding Assets have not been realised at the Early Valuation Date, taking into account such of the following as the Calculation Agent determines would have been payable had they been so realised): (i) any taxes required to be paid by virtue of the realisation of any assets or property in connection with any Liquidation under Condition 4(d) and (ii) any costs, charges, expenses and liabilities incurred by the Company and any entity appointed as Broker by virtue of the realisation of any assets or property in connection with any Liquidation under Condition 4(d).

"**Adjustment Spread**" means the adjustment, if any, to a Replacement Reference Rate that the Calculation Agent determines is required in order to:

(i) reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from (a) the Company to the Certificateholders and the Couponholders or (b) the Certificateholders and the Couponholders to the Company, in each case as a result of the replacement of the Reference Rate with the Replacement Reference Rate;

(ii) reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from (a) the Company to the Counterparty or (b) the Counterparty to the Company, in each case as a result of any changes made to the Swap Agreement as a consequence of the replacement under the Certificates of the Reference Rate with the Replacement Reference Rate; and

(iii) reflect any gains, losses, expenses and costs that have been or will be incurred by the Counterparty as a result of entering into, amending, maintaining and/or unwinding the Swap Transaction or any transactions to hedge the Counterparty's obligations under the Swap Transaction under the Swap Agreement to remove any difference between the cash flows under the Certificates, the Swap Transaction and/or any transactions in place to hedge the Counterparty's obligations under the Swap Transaction under the Swap Agreement which have resulted following the occurrence of a Reference Rate Event.

Any such adjustment may take account of, without limitation, any transfer of economic value as a result of any difference in the term structure or tenor of the Replacement Reference Rate by comparison to the Reference Rate. The Adjustment Spread may be positive, negative or zero or determined pursuant to a formula or methodology (which may be evidenced by a protocol or other similar document by ISDA).

"**Administrator/Benchmark Event**" means, for a Series and a Reference Rate, any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Reference Rate or the administrator or sponsor of the Reference Rate has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that either (i) the Company, the Calculation Agent or any other entity is not, or will not be, permitted under any applicable law or regulation to use the Reference Rate to perform its or their respective obligations under the Certificates or (ii) the Counterparty or any other entity is not, or will not be, permitted under any applicable law or regulation to use the Reference Rate to perform its or their respective obligations under the Swap Transaction and/or any transactions in place to hedge the Counterparty's obligations under the Swap Transaction under the Swap Agreement.

If, for a Series and a Reference Rate, (i) an event or circumstance which would otherwise constitute or give rise to an Administrator/Benchmark Event also constitutes a Reference Rate Cessation or (ii) a Reference Rate Cessation and an Administrator/Benchmark Event would otherwise be continuing at the same time, it will in either case constitute a Reference Rate Cessation and will not constitute or give rise to an Administrator/Benchmark Event provided that, if the date that would otherwise have been the Administrator/Benchmark Event Date would have occurred before the Reference Rate is no longer available, Condition 7(d) (*Interim Measures*) shall apply as if an Administrator/Benchmark Event had occurred.

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

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

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

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

"**Affected Instructing Certificateholder**" has the meaning given to it in Condition 4(i).

"**Affiliate**" shall mean, 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**" means ownership of a majority of the voting power of the entity or person.

"**Agency Agreement**" has the meaning given to it in the preamble to these Conditions.

"**Agents**" means the Calculation Agent and the Principal Paying Agent together with, in the case of Bearer Certificates, the Paying Agents and, in the case of Registered Certificates, the Paying Agents, the Registrar and the Transfer Agents, and any other agent or agents appointed from time to time in respect of the Certificates.

"**Aggregate Undeliverable OCA Amount**" has the meaning given to it in Condition 4(i).

"**Available Liquidation Proceeds**" means the net proceeds realised from the Liquidation of the Aggregate Undeliverable OCA Amount or, to the extent that all or part of such Aggregate Undeliverable OCA Amount is not Liquidated, the fair market value of such Aggregate Undeliverable OCA Amount (or part thereof), in each case after deduction of the following (or, as the case may be, taking into account such of the following as the Broker determines would have been payable had such Aggregate Undeliverable OCA Amount (or part thereof) been Liquidated): (i) any taxes required to be paid by virtue of such Liquidation and (ii) any costs, charges, expenses and liabilities incurred by the Company or the Broker by virtue of such Liquidation.

"**Bankruptcy Event of Default**" means where, with respect to the Company:

(1) the entry of a decree or order by a court having jurisdiction in the premises adjudging the Company as bankrupt or insolvent, or approving as properly filed a petition seeking moratorium of payments, reorganisation, arrangement, adjustment or composition of or in respect of the Company under any applicable law, or appointing a receiver, administrator, liquidator, examiner, assignee, sequestrator or other similar official of the Company or substantially all of its property, or ordering the winding-up or liquidation of the Company or its affairs; or

(2) an involuntary case or proceeding is initiated against the Company, or a proceeding is initiated by the Company, under any applicable insolvency law, including presentation to the court of an application for an administration order, or seeking the appointment of a receiver, administrator, liquidator, examiner, assignee, sequestrator or other similar official in relation to the Company or to the whole or any substantial part of the undertaking or assets of the Company, or seeking the winding-up or liquidation of the Company or its affairs, or a receiver, administrator, liquidator, examiner, assignee, sequestrator or other similar official is appointed in relation to the Company or in relation to the whole or any substantial part of the undertaking or assets of the Company or an encumbrancer takes possession or execution or other process is levied or enforced upon or sued out against the whole or substantially all of the undertaking or assets of the Company or if the Company is dissolved or becomes insolvent, initiates or consents to any case or judicial proceeding relating to itself or its assets under any applicable insolvency law, makes a general assignment, arrangement or composition with or for the benefit of its creditors generally, fails or is unable or admits in writing its inability to pay its debts generally as they become due, has a resolution passed for its winding up or liquidation or takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the events specified in paragraph (i)(1) of this definition or this paragraph (i)(2); or

(3) any event occurs with respect to the Company which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events in paragraphs (i)(1) or (i)(2) of this definition; or

"**Basis Period**" means the period from and including the Interest Commencement Date to but excluding the first Basis Period Date and each successive period from and including a Basis Period Date to but excluding the next succeeding Basis Period Date, and may, without limitation, comprise a number of Interest Periods.

"**Basis Period Date**" means the last Specified Interest Payment Date unless otherwise specified in the applicable Pricing Conditions.

"**Bearer Certificates**" means Certificates issued in bearer form.

"**Benchmark**" means the interest rate, index, benchmark or other price source specified as such in the applicable Pricing Conditions.

"**Broker**" means the entity specified as such in the applicable Pricing Conditions.

"**Business Day**" means a day which is a Local Business Day and a Payment Business Day.

"**Business Day Convention**" means the business day convention specified in the applicable Pricing Conditions.

"**Business Day Type**" means any of a Determination Business Day, a Payment Business Day and any other type of business day specified in the applicable Pricing Conditions.

"**Calculated Amount**" has the meaning given to it in Condition 8(a).

"**Calculation Agent**" means the calculation agent or any successor appointed in respect of the Certificates.

"**Calculation Amount**" means the amount specified as such in the applicable Pricing Conditions or, if not specified, the Denomination of the relevant Certificate.

"**Calculation Amount Factor**" means the number equal to the Denomination of the relevant Certificate divided by the Calculation Amount.

"**Cash Account**" means the "Cash Account" (as defined in the Custody Agreement) held with the Custodian.

"**Certificated Certificates**" means Registered Certificates issued in certificated form.

"**Certificates**" has the meaning given to it in the preamble to these Conditions.

"**Certificateholder**" means (i) the holder of any definitive Bearer Certificate and the Receipts relating to it or (ii) the person in whose name a Registered Certificate is registered.

"**Certificateholder Proportion**" means such proportion of the Original Charged Assets (the principal amount of which shall be rounded down to the nearest whole unit (e.g. one euro or one pound sterling) of the currency in which the Original Charged Assets are denominated) as equals the proportion which such Instructing Certificateholder's holding of Certificates bears to the total principal amount outstanding of the Certificates of all Instructing Certificateholders as calculated by the Calculation Agent as at the date of the Substitution Notice.

"**Certificateholder Undeliverable Percentage**" means, in respect of a Certificateholder, the Undeliverable OCA Amount in respect of that Certificateholder divided by the Aggregate Undeliverable OCA Amount.

"**Certificates Bankruptcy**" means an Underlying Obligor (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) 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; (iii) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective; (iv) institutes or has instituted against it a proceeding seeking

a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (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 30 days of the institution or presentation thereof; (v) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to an appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vii) 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 30 days thereafter; (viii) 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 clauses (i) to (vii) (inclusive); or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**Certificates Call Event**" means that notice is received by the Company that any Outstanding Charged Asset, Company Posted Collateral or Identical Asset is called for redemption or repayment (whether in whole or in part) prior to its expected or scheduled maturity date (irrespective of whether or not the Underlying Obligor has a right or obligation to call such Outstanding Charged Asset, Company Posted Collateral or Identical Asset, as the case may be, for redemption or repayment), other than a notice in respect of any scheduled amortisation of such Outstanding Charged Asset, Company Posted Collateral or Identical Asset, as the case may be.

"**Certificates Conversion**" means:

(i) the conversion of the Outstanding Charged Assets or Company Posted Collateral, as the case may be, into any other financial instrument upon the exercise by the Underlying Obligor of any option or other right to convert such Outstanding Charged Assets or Company Posted Collateral, as the case may be, in accordance with the terms of such Outstanding Charged Assets or Company Posted Collateral, as the case may be, in effect as of the Underlying Obligor Reference Date; or

(ii) the conversion of one or more Underlying Obligations of the Underlying Obligor other than the Outstanding Charged Assets or Company Posted Collateral, in an aggregate amount of not less than the Default Requirement, into any other financial instrument upon the exercise by the Underlying Obligor of any option or other right to convert such Underlying Obligations in accordance with the terms of such Underlying Obligation in effect as of the time of such conversion.

"**Certificates Failure to Pay**" means (i) in respect of any Outstanding Charged Assets, Company Posted Collateral or Identical Assets in each case by reference to the terms of such Outstanding Charged Assets or Company Posted Collateral, as the case may be, in effect at the latest of the Issue Date of the Certificates, the date of entry by the relevant Underlying Obligor into the relevant Outstanding Charged Assets or Company Posted Collateral, as the case may be, and the date on which the relevant Outstanding Charged Assets were first acquired by the Company in respect of the Certificates or, in the case of any Company Posted Collateral, the date on which any Identical Assets to the Company Posted Collateral were first acquired by the Company in respect of the Certificates, (1) the failure by or on behalf of an Underlying Obligor to make, when due, any payment, whether of principal or interest or any other amount in respect thereof, disregarding for the purposes of determining the due date for payment any Grace Period prior to the expiry of which the relevant securities are not capable of being declared due and payable and any conditions precedent to the commencement of such Grace Period (and, for the avoidance of doubt, a payment made in accordance with the application of any fallbacks following the occurrence of a disruption event in respect of any interest rate, index,

benchmark or price source shall not constitute such failure), or (2) non-payment of the full amount of accrued interest or any distribution (howsoever described) on any Outstanding Charged Assets, Company Posted Collateral or any Identical Assets on any date on which payment of interest or any distribution is expected or scheduled to be made, or notice is received by the Company that any such non-payment shall occur, whether or not payment is due, in each case irrespective of whether or not the Underlying Obligor has a right or obligation to defer payment or reduce the amount of interest or any distribution scheduled to be paid in respect of such Outstanding Charged Assets or Company Posted Collateral (for the avoidance of doubt, however, a payment made in accordance with the application of any fallbacks following the occurrence of a disruption event in respect of any interest rate, index, benchmark or price source shall not constitute such non-payment) or (3) non-payment or deferral of payment of any part of the initial principal amount, or payment of less than 100 per cent. of the initial principal amount, in each case in respect of any Outstanding Charged Assets, Company Posted Collateral or any Identical Assets, on any date on which payment of principal is expected or scheduled to be paid, or notice is received by the Company that any such non-payment, deferral of payment or payment of less than 100 per cent. of the initial principal amount, as the case may be, shall occur, in each case irrespective of whether or not the Underlying Obligor has a right or obligation to defer payment or reduce the amount of principal to be repaid (for the avoidance of doubt, however, a payment made in accordance with the application of any fallbacks following the occurrence of a disruption event in respect of any interest rate, index, benchmark or price source shall not constitute such non-payment) or (ii) in respect of any Underlying Obligation (other than Outstanding Charged Assets, Company Posted Collateral and Identical Assets), after the expiration of any applicable (or deemed) Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period) the failure by an Underlying Obligor to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Underlying Obligations (other than Outstanding Charged Assets, Company Posted Collateral and Identical Assets). Any such failure which results from the imposition of, or any change in, Exchange Controls or any payment in the domestic currency of the relevant Underlying Obligor where payment in the original currency of the Underlying Obligation is prohibited by Exchange Controls shall constitute a Certificates Failure to Pay.

"**Certificates Governmental Intervention**" means that, with respect to one or more of the Underlying Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Underlying Obligor in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Underlying Obligation:

(i) any event which would affect creditors' rights so as to cause:

(A) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);

(B) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

(C) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or

(D) a change in the ranking in priority of payment of such Underlying Obligation(s), causing the subordination of such Underlying Obligation(s);

(ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of such Underlying Obligation(s);

(iii) a mandatory cancellation, conversion or exchange; or

(iv) any event which has an analogous effect to any of the events specified in paragraphs (i) to (iii) of this definition.

For the purposes of this definition, the term Underlying Obligation shall be deemed to include Underlying Obligor Guarantee Obligations for which the Underlying Obligor is acting as provider of an Underlying Obligor Guarantee.

"**Certificates Material Event**" means (i) a failure by or on behalf of any Underlying Obligor to make, when due, any payment whether of interest or principal or any other amount in respect of any Other Obligation in accordance with the terms in effect on the Issue Date of the Certificates or, if later, the date of entry by the relevant Underlying Obligor into the relevant Other Obligation after giving effect to any applicable grace period or, if such grace period is not publicly known, a period of 30 business days from the due date for payment or (ii) any Other Obligation of any Underlying Obligor has been declared due and payable (or has otherwise become following a default, event of default or other similar condition or event (however described) due and payable) prior to its stated final maturity date or has resulted in the designation or occurrence of an early termination date in respect of such Other Obligation provided that the aggregate amount of the relevant Other Obligations then due and payable under (i) and/or (ii) of this definition is equal to or exceeds U.S.$10,000,000 (or its equivalent). Any such failure under (i) of this definition which results from the imposition of, or any change in, Exchange Controls or any payment in the domestic currency of the relevant Underlying Obligor where payment in the original currency of the Other Obligation is prohibited by Exchange Controls shall (subject to the proviso above) constitute a Certificates Material Event.

"**Certificates Obligation Acceleration**" means one or more of the relevant Underlying Obligations has or 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 under one or more such Underlying Obligation(s), in respect of the relevant Underlying Obligor in an aggregate amount of not less than the Default Requirement.

"**Certificates Obligation Default**" means one or more Underlying Obligations has or have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment under one or more such Underlying Obligation(s), in respect of the relevant Underlying Obligor in an aggregate amount of not less than the Default Requirement.

"**Certificates Repudiation/Moratorium**" means an Underlying Obligor or Governmental Authority (a) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more of the relevant Underlying Obligations in an aggregate amount of not less than the Default Requirement or (b) declares or imposes a moratorium, standstill or deferral, whether de facto or de jure, with respect to one or more Underlying Obligations in an aggregate amount of not less than the Default Requirement.

"**Certificates Restructuring**":

(i) means, subject to the paragraphs below, with respect to one or more of the relevant Underlying Obligations, including as a result of an Obligation Exchange, and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs, is agreed between an Underlying Obligor or a Governmental Authority and a sufficient number of holders of such Underlying Obligation(s) to bind all holders of such Underlying Obligation(s) or is announced (or otherwise decreed) by an Underlying Obligor or a Governmental Authority in a form that binds all holders of such Underlying Obligation(s) (including by way of Obligation Exchange), and such event is not expressly provided for under the terms of such Underlying Obligation(s) in effect as of the later of the Issue Date and the date as of which such obligation is issued or incurred:

(1) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);

(2) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

(3) 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;

(4) a change in the ranking in priority of payment of such Underlying Obligation(s), causing the subordination of such Underlying Obligation(s); or

(5) any change in the currency or composition of any payment of interest, principal or premium, including where such change results from the imposition of or any change in composition of or any change in Exchange Controls or where payment in the original currency is prohibited by Exchange Controls.

(ii) Notwithstanding the provisions above, none of the following shall constitute a Certificates Restructuring:

(1) the payment in euro of interest, principal or premium in relation to any such Underlying Obligations 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 the European Union;

(2) the occurrence of, agreement to or announcement of any of the events described in paragraphs (i)(1) to (5) of this definition due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and

(3) the occurrence of, agreement to or announcement of any of the events described in paragraphs (i)(1) to (5) of this definition in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of an Underlying Obligor provided that in respect of paragraph (i)(5) only, no such deterioration in the creditworthiness or financial condition of an Underlying Obligor is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

For the purposes of this definition, the term Underlying Obligation shall be deemed to include Underlying Obligor Guarantee Obligations for which the Underlying Obligor is acting as provider of an Underlying Obligor Guarantee. In the case of an Underlying Obligor Guarantee and an Underlying Obligor Guarantee Obligation, references to the Underlying Obligor in paragraph (i) above shall be deemed to refer to the Relevant Obligor and the reference to the Underlying Obligor in paragraph (ii)(3) above shall continue to refer to the Underlying Obligor.

If an Obligation Exchange has occurred, the determination as to whether one of the events described in paragraphs (i)(1) to (5) above has occurred will be based on a comparison of the terms of the Underlying Obligations immediately prior to such Obligation Exchange and the terms of the resulting obligations immediately following such Obligation Exchange.

"**Charged Assets**" means the assets described in Conditions 4(a)(i) and (ii).

"**Charged Assets Default**" means where the Trustee is notified by the Company, any Counterparty or any of the Certificateholders that a Custodian/Agent Failure to Pay has occurred or that Information exists of any of the following events or circumstances:

(i) in respect of any Underlying Obligation of any Underlying Obligor:

(1) a Certificates Failure to Pay; or

(2) a Certificates Obligation Acceleration; or

(3) a Certificates Repudiation/Moratorium; or

(4) a Certificates Restructuring; or

(5) a Certificates Governmental Intervention; or

(6) a Certificates Conversion; or

(7) a Certificates Call Event; or

(ii) in respect of the Outstanding Charged Assets, the Company Posted Collateral or any Identical Assets, a Certificates Obligation Default; or

(iii) in respect of any Underlying Obligor, a Certificates Bankruptcy; or

(iv) in respect of any Other Obligation of any Underlying Obligor, a Certificates Material Event.

A Charged Assets Default will occur whether or not the event giving rise to the Charged Assets Default arises directly or indirectly from, or is subject to a defence based upon (a) any lack or alleged lack of authority or capacity of the Underlying Obligor to enter into any Underlying Obligation or Other Obligation, (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Underlying Obligation or Other 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.

"**Charged Assets Redemption Event**" means that any assets, instruments, deposits or securities comprising all or part of the Outstanding Charged Assets or the Company Posted Collateral, are called for redemption or repayment prior to their scheduled maturity date as a result of any tax or associated reporting requirement being imposed in respect of payments under such assets, instruments, deposits or securities.

"**Charged Assets Tax Event**" means an event where the Company is or will be unable to receive any payment due in respect of any Charged Assets (other than any Counterparty Posted Collateral) in full on the due date therefor without deduction for or on account of any withholding tax, back-up withholding or other tax, duties or charges of whatsoever nature imposed by, or if the Company is required to pay any tax, duty or charge of whatsoever nature in respect of any payment received in respect of any Charged Assets (other than any Counterparty Posted Collateral) imposed by, or is required by law to comply with any reporting requirement (other than any reporting requirement in respect of FATCA and any other Information Reporting Regime that is not materially more onerous to comply with than FATCA) of, any authority of any jurisdiction, except in any case where the Company is able to obtain such payment in full on the due date therefor or gain exemption from such payment or reporting requirement by filing a declaration that it is not a resident of such jurisdiction and/or by executing any certificate, form or other document in order to make a claim under a double taxation treaty or other exemption available to it and such filing or execution does not involve any material expense and is not unduly onerous, or such reporting requirement does not involve any material expense and is not unduly onerous. Without prejudice to the generality of the foregoing, a FATCA Withholding imposed on payments in respect of any Charged Assets (including any Counterparty Posted Collateral) shall constitute a Charged Assets Tax Event. For the purposes of this definition, if on the date falling 60 days prior to the immediately following date on which a payment will be due under the Charged Assets (including any Counterparty Posted Collateral) (such date falling 60 days prior being the "**FATCA Test Date**"), the Company is a "nonparticipating foreign financial institution" or "nonparticipating FFI" (as such terms are used under

section 1471 of the Code or in any regulations or guidance thereunder), or has a comparable status under an applicable IGA, the Company will be deemed on the FATCA Test Date to be unable to receive a payment due in respect of such Charged Assets in full on the due date therefor without deduction for or on account of any withholding tax and, therefore, a Charged Assets Tax Event will have occurred on the FATCA Test Date.

"**Class**" means the class specified as such in the applicable Pricing Conditions.

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

"**Code**" means the U.S. Internal Revenue Code of 1986.

"**Common Safekeeper**" means, in relation to a Series where the relevant Global Certificate is a NGN or the relevant Global Certificate is held under the NSS, the common safekeeper for Euroclear and Clearstream, Luxembourg appointed in respect of such Certificates.

"**Company**" means the company specified as such in the applicable Pricing Conditions.

"**Company Application Date**" means each of:

(i) the Early Redemption Date or, in the case of a Counterparty Maturity Liquidation Event, the Post-Maturity Initial Application Date (the "**Initial Company Application Date**"); and

(ii) in respect of each sum received by or on behalf of the Company from the Mortgaged Property that has not already been applied on the Initial Company Application Date, the date falling five Payment Business Days following the date on which the Company gives (or procures the giving of) notice to the Calculation Agent and the Counterparty of receipt of such sum,

provided that there shall be no Company Application Date(s) following the giving of an Enforcement Notice.

"**Company Posted Collateral**" means, at any time, any Eligible Credit Support (VM) delivered by the Company to the Counterparty under the Credit Support Annex (if any) relating to the Certificates and which forms part of the Company's Credit Support Balance (VM) at that time.

"**Conditions**" means, in respect of the Certificates, the Master Conditions as completed, amended, supplemented and/or varied by the provisions of Part A of the applicable Pricing Conditions. References to a particularly numbered Condition shall be construed as a reference to the Condition so numbered in the Master Conditions.

To the extent that the Certificates are represented by a Global Certificate, the Conditions shall be as defined above but as completed, amended, supplemented and/or varied by the terms of the Global Certificate. See the section of this Prospectus headed "Summary of Provisions relating to the Certificates while in Global Form" for a description thereof.

"**Confirmation**" has the meaning given to it in the preamble to these Conditions.

"**Counterparty**" has the meaning given to it in the preamble to these Conditions.

"**Counterparty Maturity Liquidation Event**" means the designation by the Counterparty of an Early Termination Date in respect of the Swap Agreement where such designation is made on or after the Maturity Date of the Certificates.

"**Counterparty Posted Collateral**" means, at any time:

(i) any Eligible Credit Support (VM) delivered by the Counterparty to the Company under the Credit Support Annex (if any) relating to the Certificates and which Eligible Credit Support (VM) forms part of the Counterparty's Credit Support Balance (VM) at that time; and

(ii) any assets and/or property then held by or on behalf of the Company and derived from the Counterparty Posted Collateral held by the Company at any time, including through exchange or

conversion (or assets and/or property derived therefrom), and excluding any assets and/or property that have been released from the Security in accordance with the Trust Deed and subject to any additions/removals in accordance with the Credit Support Annex relating to the Certificates.

"**Couponholder**" means the holder of any Coupon and includes holders of any Talons.

"**Coupons**" has the meaning given to it in the preamble to these Conditions.

"**Credit Support Annex**" has the meaning given to it in the preamble to these Conditions.

"**Credit Support Balance (VM)**" means, with respect to the Company or the Counterparty, the aggregate of all Eligible Credit Support (VM) that has been transferred by that party to the other (together with proceeds and distributions thereon to the extent not otherwise paid to the transferor). Such term is used and more precisely defined in the relevant Credit Support Annex.

"**Credit Support Document**" has the meaning given to it in the Swap Agreement.

"**Credit Support Excess**" means, in relation to any Early Termination Date that has been designated or deemed to occur in respect of the Swap Agreement, and where the Credit Support Balance (VM) of the Counterparty is positive on the related Early Valuation Date, an amount in the Relevant Currency equal to the minimum of:

(i) an amount in the Relevant Currency (subject to a minimum of zero) equal to (i) the Value of the Counterparty's Credit Support Balance (VM) determined under Paragraph 6 of the Credit Support Annex with respect to the Early Valuation Date minus (ii) the Early Termination Amount that would be payable by the Company to the Counterparty, or by the Counterparty to the Company, as the case may be, if there were no Credit Support Annex in existence and with such Early Termination Amount being expressed as a positive if it would be payable by the Counterparty to the Company and as a negative if it would be payable by the Company to the Counterparty; and

(ii) the Value of the Counterparty's Credit Support Balance (VM) determined under Paragraph 6 of the Credit Support Annex with respect to the Early Valuation Date.

"**Credit Support Provider**" has the meaning given to it in the preamble to these Conditions.

"**CRS**" means the Standard for Automatic Exchange of Financial Account Information developed by the Organisation for Economic Co-operation and Development, including the common standard on reporting and due diligence for financial account information, and together with any bilateral and multilateral competent authority agreements and treaties facilitating the implementation thereof, and any law implementing any such common standard, competent authority agreement, intergovernmental agreement, or treaty.

"**Custodian**" means the custodian or any successor or replacement appointed in respect of the Certificates.

"**Custodian/Agent Failure to Pay**" means the Custodian or the Principal Paying Agent fails to comply with any instruction validly given to it and binding upon it or otherwise to perform or comply with its obligations in accordance with the terms of the Custody Agreement or, as the case may be, the Agency Agreement in respect of the payment of any amount or the delivery or transfer of any asset to or to the order of the Company or, where applicable, to or to the order of the Trustee or to any other Secured Party.

"**Custody Agreement**" has the meaning given to it in the preamble to these Conditions or, in respect of a replacement Custodian, means the custody agreement between the Company and such replacement Custodian, which may or may not be entered into pursuant to a supplement to the Programme Deed.

"**Cut-off Date**" means, for a Series and a Reference Rate:

(i) in respect of a Reference Rate Cessation, the later of:

(1) 15 Payment Business Days following the day on which the public statement is made or the information is published (in each case, as referred to in the definition of "Reference Rate Cessation"); and

(2) the first day on which the Reference Rate is no longer available or becomes non-representative;

(ii) in respect of an Administrator/Benchmark Event, the later of:

(1) 15 Payment Business Days following the day on which the Calculation Agent determines that an Administrator/Benchmark Event has occurred; and

(2) the Administrator/Benchmark Event Date;

(iii) in respect of a Risk-Free Rate Event, the later of:

(1) 15 Payment Business Days following the day on which the Calculation Agent determines that a Risk-Free Rate Event has occurred; and

(2) the Risk-Free Rate Event Date;

(iv) in respect of a Representative Statement Event, the later of:

(1) 15 Payment Business Days following the day on which the Calculation Agent determines that a Representative Statement Event has occurred; and

(2) the Representative Statement Event Date; and

(v) in respect of a Material Change Event, the later of:

(1) 15 Payment Business Days following the day on which the Calculation Agent determines that a Material Change Event has occurred; and

(2) the Material Change Event Date,

provided that, in each case, if more than one Relevant Nominating Body formally designates, nominates or recommends an interest rate, index, benchmark or other price source and one or more of those Relevant Nominating Bodies does so on or after the day that is three Payment Business Days before the date determined pursuant to paragraphs (i) to (iv) above (as applicable), then the Cut-off Date will instead be the second Payment Business Day following the date that, but for this proviso, would have been the Cut-off Date.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Certificate for any period of time (whether or not constituting an Interest Accrual Period, the "**Calculation Period**") and subject to any modification to the following provisions as is specified in the applicable Pricing Conditions:

(i) if "**Actual/Actual**" or "**Actual/Actual – ISDA**" is specified in the applicable Pricing Conditions, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "**Actual/365 (Fixed)**" is specified in the applicable Pricing Conditions, the actual number of days in the Calculation Period divided by 365;

(iii) if "**Actual/360**" is specified in the applicable Pricing Conditions, the actual number of days in the Calculation Period divided by 360;

(iv) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Pricing Conditions, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

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

where:

"Y_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

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

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

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

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

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

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

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

where:

"Y_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

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

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

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

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

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

(vi) if "**30E/360 (ISDA)**" is specified in the applicable Pricing Conditions, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

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

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

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

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

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

(vii) if "**Actual/Actual-ICMA**" is specified in the applicable Pricing Conditions, a fraction equal to "number of days accrued/number of days in year", as such terms are used in Rule 251 of the statutes, by-laws, rules and recommendations of the International Capital Market Association (the "**ICMA Rule Book**"), calculated in accordance with Rule 251 of the ICMA Rule Book as applied to non U.S. dollar denominated straight and convertible bonds issued after 31 December 1998, as though the interest on a bond were being calculated for a coupon period corresponding to the Interest Period.

"**Default Requirement**" means U.S.$10,000,000 or its equivalent in the currency of the relevant Underlying Obligation at the time of the Charged Assets Default, provided that in respect of the Outstanding Charged Assets, Company Posted Collateral or the Identical Assets the Default Requirement shall be U.S.$0.

"**Deliverable Cash Amount**" means, in respect of an Instructing Certificateholder, the product of the Certificateholder Undeliverable Percentage in respect of that Instructing Certificateholder and the Available Liquidation Proceeds.

"**Deliverable OCA Amount**" means the principal amount of Original Charged Assets to be delivered rounded down to the nearest amount that is capable of being delivered, assigned or transferred.

"**Denomination**" means the denomination or denominations specified in the applicable Pricing Conditions.

"**Deposit Taker**" means, in respect of a Series, the entity (which may include the Custodian) with which any cash deposits forming part of the Outstanding Assets have been made by the Company.

"**Designated Maturity**" means each period specified to be such in the applicable Pricing Conditions.

"**Determination Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the Determination Business Day Centre or Centres specified in the applicable Pricing Conditions.

"**Determination Date**" means, in respect of the determination of any Index Rate, the Specified Number of Determination Business Days prior to the Reset Date, where "Specified Number" means the number specified as such in the applicable Pricing Conditions or, if no number is so specified in the applicable Pricing Conditions, two if the Benchmark is EURIBOR.

"**Determination Time**" means the time specified in the applicable Pricing Conditions or, if none is specified, the local time in the Determination Business Day Centre at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Determination Business Day Centre or, where the Determination Business Day Centre is specified in the applicable Pricing Conditions to be TARGET, 11:00 a.m., Brussels time.

"**Dodd-Frank Act**" means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

"**DTC**" means the Depositary Trust Company.

"**Early Redemption**" means a redemption or repayment of the Certificates in whole under Condition 10(b), Condition 10(c), Condition 10(d), Condition 10(e) or Condition 13 (and, for the avoidance of doubt, which redemption may take place prior to, on or after the Maturity Date of the Certificates).

"**Early Redemption Amount**" has the meaning given to it in Condition 11.

"**Early Redemption Date**" means the earlier of:

(i) the date falling seven Payment Business Days following the date on which the Company gives (or procures the giving of) notice to the Calculation Agent and the Counterparty that the final payment in respect of the related Liquidation of the Outstanding Assets has been received by the Broker or, as the case may be, the Custodian (or, where there were no Outstanding Assets at the first day of the Liquidation Period, the date falling seven Payment Business Days following the first day of the Liquidation Period); and

(ii) the date falling 20 Payment Business Days after the first day of the Liquidation Period.

The Company shall give (or procure the giving of) the notice to the Calculation Agent and the Counterparty that the final payment in respect of the related Liquidation of the Outstanding Charged Assets has been received by the Broker or, as the case may be, the Custodian as soon as reasonably practicable after becoming aware of the same. The Calculation Agent shall notify the Principal Paying Agent, the Company, the Custodian, the Counterparty, the Broker and the Trustee of the date so determined. The Principal Paying Agent shall notify the Certificateholders (in accordance with Condition 17) as soon as reasonably practicable after receiving any such notice.

The Early Redemption Date shall be determined by the Calculation Agent unless another party is indicated as determining or specifying the Early Redemption Date.

"**Early Termination Date**" has the meaning given to it in the Swap Agreement.

"**Early Valuation Date**" means, unless otherwise specified in the applicable Pricing Conditions, the day falling five Payment Business Days prior to the Early Redemption Date.

"**Eligible Credit Support (VM)**" has the meaning given to it in the Credit Support Annex relating to the Certificates (if any).

"**Eligible J.P. Morgan Transferee**" has the meaning given to it in the preamble to these Conditions.

"**Eligible Replacement Custodian**" means any bank or financial institution whose business includes the provision of custodial services and which (i) is incorporated, domiciled and regulated as a custodian in an OECD country and (ii) has a rating from any of Standard & Poor's, Moody's or Fitch that is equal to or higher than the then-current rating of the existing Custodian from the same Rating Agency.

"**Enforcement Event**" means any of:

(i) a default in payment by the Company of any amount due in respect of the Certificates on an Early Redemption Date;

(ii) a default in payment by the Company of any amount due in respect of the Certificates on the Maturity Date if such default has not been remedied on or before the Post-Maturity Initial Application Date; or

(iii) a default in payment by the Company of any Termination Payment due by the Company to the Counterparty under the Swap Agreement (together, if applicable, with any interest payable thereon).

"**Enforcement Notice**" means a notice by the Trustee to the Company, the Custodian, the Principal Paying Agent and the Broker stating (i) that the Trustee intends to enforce the Security constituted by the Trust Deed and/or the other Security Documents (if applicable) and specifying in reasonable detail the nature of the Enforcement Event and (ii) that the Broker is to cease to effect any further Liquidation of the Outstanding Assets.

"**Equivalent Obligation**" means with respect to an Underlying Obligor, any obligation of the Underlying Obligor of the same type as the Outstanding Charged Assets or Company Posted Collateral, as the case may be.

"**Euro**", "**euro**", "**EUR**" and "**€**" are to the lawful single currency of the member states of the European Union that have adopted and continue to retain a common single currency through monetary union in accordance with European Union treaty law (as amended from time to time).

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

"**Euronext Dublin**" means the Irish Stock Exchange Plc trading as Euronext Dublin.

"**Event of Default Notice**" has the meaning given to it in Condition 13.

"**Events of Default**" has the meaning given to it in Condition 13.

"**Exchange Controls**" means any exchange controls, capital restrictions or other similar restrictions imposed by any monetary or other authority.

"**Extraordinary Resolution**" means (i) a resolution passed at a meeting of Certificateholders duly convened and held in accordance with the provisions of the Trust Deed by a majority consisting of not less than three-quarters of the votes cast or a written resolution passed or (ii) a Written Resolution.

"**FATCA**" means (i) sections 1471 to 1474 of the Code, (ii) any similar or successor legislation to sections 1471 to 1474 of the Code, (iii) any regulations or guidance pursuant to any of the foregoing, (iv) any official interpretations of any of the foregoing, (v) any intergovernmental agreement to facilitate the implementation of any of the foregoing (an "**IGA**"), (vi) any law implementing an IGA and (vii) any agreement within the United States or any other jurisdiction or authority pursuant to the foregoing.

"**FATCA Test Date**" has the meaning given to it in the definition of Charged Assets Tax Event.

"**FATCA Withholding**" means any withholding imposed pursuant to FATCA.

"**Fitch**" means Fitch Ratings Limited and any successor or successors thereto.

"**Fixed Rate**" has the meaning given to it in Condition 6(a).

"**Floating Rate**" has the meaning given to it in Condition 6(a).

"**Floating Rate Option**" has the meaning given to it in the Swap Agreement.

"**Foreign Exchange Rate**" means the Screen FX Rate or the Mean FX Rate, as specified in the applicable Pricing Conditions, as of the Early Valuation Date.

"**Governmental Authority**" means:

(i) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof);

(ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;

(iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Underlying Obligor or some or all of its obligations; or

(iv) any other authority which is analogous to any of the entities specified in paragraphs (i) to (iii) of this definition.

"**Grace Period**" means the applicable grace period with respect to the Underlying Obligation under the terms of such Underlying Obligation in effect as of the later of the Issue Date or the date such Underlying Obligation was issued or incurred, provided that (i) if at the later of the Issue Date and the date as of

which an Underlying Obligation is issued or incurred, a grace period with respect to payment of more than 30 days is applicable under the terms of such Underlying Obligation or (ii) if the terms of the Underlying Obligation are not publicly available such that the length of any grace period, conditions precedent to the commencement of any such grace period or whether any such conditions are satisfied cannot be established, it shall be deemed that the Grace Period is a period of 30 days from the due date for payment and all conditions precedent to the commencement thereof were satisfied on such due date.

"**Holder Information Reporting Compliance Default**" means any failure, without regard to whether such failure is caused by applicable law, of any Certificateholder, Couponholder or beneficial owner of Certificates to provide sufficient forms, documentation or information in accordance with, or to comply with any other requirement of, Condition 22(b) or Condition 22(c).

"**Identical Assets**" means, where the Outstanding Charged Assets or Company Posted Collateral, as applicable, form part only of an issue of securities or other obligations, any securities or other obligations comprised within such issue which rank *pari passu* prior to the event in question, but for so long only as the securities have the same contractual terms and conditions prior to the event in question.

"**Increased Tax Event**" has the meaning given to it in Condition 10(c)(ii)(2).

"**Indemnifying Secured Party**" means (i) at least 75 per cent. of the holders of the Certificates then outstanding or (ii) any Secured Party other than any Certificateholder or (if applicable) Couponholder.

"**Index Rate**" has the meaning given to it in Condition 7(a).

"**Industry Standard Replacement Reference Rate**", for a Series and a Reference Rate, has the meaning given to it in the definition of "Replacement Reference Rate".

"**Ineligible Investor**" means a person who is (i) a U.S. person (as defined in Regulation S under the Securities Act), (ii) a U.S. person (as defined in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934) or (iii) not a Non-United States person (as defined in Rule 4.7 under the U.S. Commodity Exchange Act of 1936, but excluding for purposes of subsection (D) thereof, the exception to the extent that it would apply to persons who are not Non-United States persons).

"**Information**" means information that reasonably (as determined, in the case of the Company or the Counterparty, acting in good faith and in a commercially reasonable manner) confirms any of the facts relevant to the determination that a Charged Assets Default has occurred and which:

(i) has been published in or on any two of the following sources: Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), or any other internationally recognised published or electronically displayed financial news source regardless of whether the reader or user thereof pays a fee to obtain such information; or

(ii) is received from (A) an Underlying Obligor (or, if the Underlying Obligor is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a governmental capacity (including, without limiting the foregoing, the central bank) of such Sovereign) or (B) a trustee, fiscal agent, administrative agent, clearing agent or paying agent for an obligation; or

(iii) is information contained in any order, decree, notice, petition or filing however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body; or

(iv) is known to the Company or the Counterparty and supported by documents (or copies thereof) in its possession.

Information need not state that such occurrence (i) has met the Payment Requirement or Default Requirement (if required), (ii) is the result of exceeding any applicable Grace Period or (iii) has met the subjective criteria specified in certain events.

Once Information exists that an event has occurred in respect of any Underlying Obligor or any Underlying Obligation, then such event will be deemed to continue unless Information exists to the effect that such event in respect of the relevant Underlying Obligor or Underlying Obligation has been cured. In the absence of any Information to the effect that any such event has been cured coming to the notice of the Trustee, the Trustee shall be entitled to assume that such event is continuing and the existence or occurrence of a Charged Assets Default shall be determined accordingly.

When determining the existence or occurrence of any Charged Assets Default, such determination (which, in the case of the Company or the Counterparty, shall be made acting in good faith and in a commercially reasonable manner) shall be based on the occurrence of an event whether or not the occurrence of the relevant event arises directly or indirectly from (a) any lack or alleged lack of authority or capacity of the relevant Underlying Obligor to enter into any Underlying Obligation, (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to 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.

"**Information Reporting Regime**" means (i) the CRS, (ii) Council Directive 2011/16/EU on administrative cooperation in the field of taxation and any law implementing such Council Directive and (iii) FATCA.

"**Initial Reference Date**" means, for a Series, the date specified as such in the applicable Pricing Conditions.

"**Instructing Certificateholders**" has the meaning given to it in Condition 4(i).

"**Interest Accrual Period**" means the period from and including the Interest Commencement Date to but excluding the first Interest Accrual Period Date and each successive period from and including an Interest Accrual Period Date to but excluding the next succeeding Interest Accrual Period Date.

"**Interest Accrual Period Date**" means each Specified Interest Payment Date unless otherwise specified in the applicable Pricing Conditions.

"**Interest Amount**" means the amount of interest payable.

"**Interest Basis**" means, in respect of a Basis Period, whether the Certificates bear interest at a Fixed Rate, a Floating Rate or are non-interest bearing ("**Zero Coupon**").

"**Interest Bearing Amount**" means, in respect of any Interest Accrual Period, the Denomination or such other interest bearing amount as is specified in the applicable Pricing Conditions.

"**Interest Commencement Date**" means the Issue Date specified in the applicable Pricing Conditions unless otherwise specified in the applicable Pricing Conditions.

"**Interest Payment Date**" means each Specified Interest Payment Date and any other date specified in these Conditions as being an Interest Payment Date.

"**Interest Period**" means the period from and including the Interest Commencement Date to but excluding the first Specified Interest Payment Date and each successive period from and including a Specified Interest Payment Date to but excluding the next succeeding Specified Interest Payment Date.

"**Interest Rate**" means the rate of interest payable from time to time in respect of a Certificate and which, in respect of an Interest Accrual Period, and subject to a maximum of any Maximum Interest Rate specified in the applicable Pricing Conditions and to a minimum of any Minimum Interest Rate specified in the applicable Pricing Conditions, shall be:

(i) where the Interest Basis for the Basis Period in which such Interest Accrual Period falls is Floating Rate, unless otherwise specified in the applicable Pricing Conditions, the Index Rate determined in accordance with these Conditions plus or minus (as indicated in the applicable Pricing Conditions) any Spread specified in the applicable Pricing Conditions or multiplied by any Spread Multiplier specified in the applicable Pricing Conditions; or

(ii) where the Interest Basis for the Basis Period in which such Interest Accrual Period falls is Fixed Rate, the Interest Rate specified in the applicable Pricing Conditions.

"**Irish Company**" means a Company incorporated under the laws of Ireland.

"**Irish Listed Certificates**" means Certificates which have been admitted to the Official List and have been admitted to trading on the regulated market (within the meaning of MiFID II) of Euronext Dublin.

"**ISDA**" means the International Swaps and Derivatives Association, Inc. (formerly the International Swap Dealers Association, Inc.).

"**ISDA Equivalent**" means the ISDA equivalent specified as such in the applicable Pricing Conditions.

"**Issue Date**" means the issue date specified as such in the applicable Pricing Conditions.

"**Issue Deed**" has the meaning given to it in the preamble to these Conditions.

"**JPMSE**" means J.P. Morgan SE.

"**Liquidation**" means any realisation of the Outstanding Assets during a Liquidation Period in accordance with Condition 4(d) and the proceeds of which shall include:

(i) the proceeds of any sale or redemption made in accordance with Condition 4(d);

(ii) any sums that are available at the relevant time from any repayment or redemption of any Outstanding Assets; and

(iii) any on-demand cash deposits made by the Company and forming part of the Outstanding Assets,

and "**Liquidate**" and "**Liquidated**" shall be construed accordingly.

"**Liquidation Event**" means any of the following events or circumstances:

(i) the Company gives notice that the Certificates will be repaid in accordance with their terms pursuant to Condition 10(b), Condition 10(c), Condition 10(d) or Condition 10(e);

(ii) if a Counterparty Maturity Liquidation Event occurs; or

(iii) the Trustee gives notice declaring the Certificates due and repayable following any Event of Default.

"**Liquidation Failure Event**" means the Broker determines that it is not permitted under applicable laws or under its internal policies having general application or it is otherwise not possible or practicable for the Outstanding Assets to be Liquidated by the Broker on behalf of the Company, other than by reason of the nature or status of the relevant transferee and as provided in Condition 4(d).

"**Liquidation Period**" means the period from and including the date on which a Liquidation Event occurs to and including the 10th Payment Business Day following the date on which the Liquidation Event occurred save that where the Liquidation Event is as a result of one or more of the Outstanding Charged Assets being subject to a Charged Assets Redemption Event, the Liquidation Period (which, for the avoidance of doubt, shall apply to all Outstanding Charged Assets whether or not they are the subject

of a Charged Assets Redemption Event) shall be the period from and including the Payment Business Day that immediately precedes the date on which the Outstanding Charged Assets that are the subject of the Charged Assets Redemption Event are scheduled for redemption or repayment prior to their scheduled maturity date (or, where there is more than one such date, the earliest such date) to and including the 10th Payment Business Day following such date.

"**Listed Certificates**" means Certificates which are either Irish Listed Certificates or are listed and admitted to trading on any other stock exchange.

"**Local Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation of any Certificate, Receipt or Coupon.

"**Make-Whole Amount**" has the meaning given to it in Condition 11.

"**Management Fees**" means any Incentive Management Fees, Senior Management Fees and Junior Management Fees, each being a fee payable to the Portfolio Manager in accordance with the terms of the Portfolio Management Agreement, and calculated at the relevant Incentive Management Fee Percentage, Senior Management Fee Percentage and Junior Management Fee Percentage, each as may be specified in the applicable Pricing Conditions and as the case may be.

"**Master Swap Agreement**" has the meaning given to it in the preamble to these Conditions.

"**Material Change Event**", for a Series and a Reference Rate, has the meaning given to it in the definition of "Reference Rate Event".

If, for a Series and a Reference Rate, (i) an event or circumstance which would otherwise constitute or give rise to a Material Change Event also constitutes a Reference Rate Cessation or (ii) a Reference Rate Cessation and a Material Change Event would otherwise be continuing at the same time, it will in either case constitute a Reference Rate Cessation and will not constitute or give rise to a Material Change Event provided that, if the date that would otherwise have been the Material Change Event Date would have occurred before the Reference Rate is no longer available or becomes non-representative, Condition 7(d) (*Interim Measures*) shall apply as if a Material Change Event had occurred.

"**Material Change Event Date**", for a Series and a Reference Rate, has the meaning given to it in the definition of "Reference Rate Event".

"**Maturity Date**" means the Scheduled Maturity Date specified in the applicable Pricing Conditions or such other date as shall be specified in the applicable Pricing Conditions as the Maturity Date.

"**Mean FX Rate**" means:

(i) the arithmetic mean of the rates quoted, upon request by the Calculation Agent, by five major market makers in the currency markets (one of which shall be JPMSE);

(ii) if fewer than five quotations are provided by the relevant market makers upon request by the Calculation Agent, the arithmetic mean of the rates quoted by such market makers; or

(iii) if no quotations are provided by the relevant market makers upon request by the Calculation Agent, the rate determined by JPMSE in its capacity as a market maker in the currency markets,

in each case, to purchase from another market maker in the currency markets on the Early Valuation Date the Relevant Currency against a sale of any other currency in which all or part of the Actual Currency Proceeds or other amount is denominated and in an amount of the Relevant Currency comparable to the amount of such other currency to be sold.

"**MiFID II**" means Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as amended.

"**Minimum Denomination**" means the minimum denomination specified as such in the applicable Pricing Conditions.

"**Moody's**" means Moody's Investors Service Ltd and any successor or successors thereto.

"**Mortgaged Property**" means the Charged Assets, the Swap Agreement (if any) and any assets, property, income, rights and/or agreements from time to time charged to the Trustee securing the Certificates and includes where the context permits any part of that Mortgaged Property.

"**Negative Interest**" means, if an interest rate is a negative value, the debiting of funds from an account as a result of the application of such negative interest rate.

"**Net Proceeds**" means the sums available to the Company that are derived from the Mortgaged Property for the Certificates (whether by way of enforcement of the Security for the Certificates, Liquidation or otherwise) as at the date on which all such sums have been realised and applied in accordance with the priority of payments set out in Condition 4(c).

"**New Charged Assets**" has the meaning given to it in Condition 4(i).

"**NGN**" means a Global Certificate issued in new global note form.

"**NSS**" means the new safekeeping structure which applies to Registered Certificates held in global form by a Common Safekeeper for Euroclear and Clearstream, Luxembourg.

"**Obligation Exchange**" means the mandatory transfer (other than in accordance with the terms in effect as of the later of the Issue Date or the date of issuance of the relevant Underlying Obligations) of any securities, obligations or assets to holders of Underlying Obligations in exchange for such Underlying Obligations. When so transferred, such securities, obligations or assets will be deemed to be Underlying Obligations.

"**Obligations**" means any obligations that may be issued or entered into by the Company in the form of certificates, notes, loans, warrants, options, swaps (excluding, for the avoidance of doubt, the Swap Agreement) or other obligations.

"**Original Charged Assets**" means the assets specified as such in the applicable Pricing Conditions.

"**Original Charged Assets Disruption Event**" means, for a Series, any Original Charged Assets Reference Rate is adjusted or replaced following the occurrence of an event in respect of such Original Charged Assets Reference Rate, whether in accordance with the terms of the Original Charged Assets or otherwise, the definition or description of which event either:

(i) includes a reference to concepts defined or otherwise described as an "index cessation event", an "administrator/benchmark event" or a "representative statement event" (in each case regardless of the contents of that definition or description); or

(ii) is analogous or substantially similar to the definitions of "Reference Rate Cessation", "Administrator/Benchmark Event", "Risk-Free Rate Event", "Representative Statement Event" and/or "Material Change Event".

"**Original Charged Assets Disruption Event Amendment Notice**", for a Series, has the meaning given to it in Condition 7(h)(ii)(2).

"**Original Charged Assets Disruption Event Amendments**", for a Series, has the meaning given to it in Condition 7(h)(ii)(2).

"**Original Charged Assets Disruption Event Amendments Certificate**", for a Series, has the meaning given to it in Condition 7(h)(iii)(3).

"**Original Charged Assets Disruption Event Losses/Gains**" means an amount, determined by the Calculation Agent, equal to (without duplication):

(i) an amount equal to:

(1) the amounts scheduled to be paid by the Underlying Obligor pursuant to the terms of the Original Charged Assets following the occurrence of an Original Charged Assets Disruption Event and the application of any relevant fallbacks; minus

(2) the amounts scheduled to be paid by the Underlying Obligor pursuant to the terms of the Original Charged Assets on the Underlying Obligor Reference Date; minus

(ii) an amount equal to:

(1) the amounts scheduled to be paid by the Counterparty pursuant to the terms of the Swap Transaction and/or any transactions in place to hedge the Counterparty's obligations under the Swap Transaction under the Swap Agreement following the occurrence of an Original Charged Assets Disruption Event and the application of any relevant fallbacks; minus

(2) the amounts scheduled to be paid by the Counterparty pursuant to the terms of the Swap Transaction and/or such hedge transactions on the date immediately preceding the date on which the Original Charged Assets Disruption Event occurred; minus

(iii) any gains, losses, expenses and costs that have been or that will be incurred by the Counterparty as a result of entering into, maintaining and/or unwinding the Swap Transaction and/or any transactions to hedge the Counterparty's obligations under the Swap Transaction under the Swap Agreement to remove any difference between the cash flows under the Original Charged Assets and the Swap Transaction and/or such hedge transactions which have resulted following the occurrence of an Original Charged Assets Disruption Event.

"**Original Charged Assets Disruption Event No Action Notice**", for a Series, has the meaning given to it in Condition 7(h)(ii)(1).

"**Original Charged Assets Disruption Event Notice**", for a Series, has the meaning given to it in Condition 7(h)(i).

"**Original Charged Assets Disruption Event Redemption Notice**", for a Series, has the meaning given to it in Condition 7(h)(ii)(3).

"**Original Charged Assets Reference Rate**" means, for a Series, any interest rate, index, benchmark or price source by reference to which any amount payable under the Original Charged Assets is determined.

"**Other Obligation**" means any obligation (whether present or future, contingent or otherwise as principal or surety or as provider of an Underlying Obligor Guarantee or otherwise) for the payment or repayment of money but excluding any obligation falling in the definition of "Underlying Obligation".

"**Outstanding Assets**" means any Outstanding Charged Assets together with any Counterparty Posted Collateral.

"**Outstanding Charged Assets**" means, at any time, the assets and/or other property of the Company (which may, for the avoidance of doubt, include the benefit of contractual rights in addition to those referred to above) specified as Original Charged Assets and any assets and/or property derived therefrom, including cash proceeds that are held by or for the account of the Company, or into which such assets (or assets and/or property derived therefrom) are exchanged or converted subject to any substitutions, additions and/or removals which may be made in accordance with Condition 4(i) and any procedures specified in the applicable Pricing Conditions and excluding any assets and/or other property which has been released from the Security in accordance with the Trust Deed.

"**Page**" has the meaning given to it in Condition 7(a)(i)(1).

"**Paying Agents**" means the paying agents or any successor appointed in respect of the Certificates.

"**Payment Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the Payment Business Day Centre or Centres specified in the applicable Pricing Conditions.

"**Payment Requirement**" means U.S.$1,000,000 or its equivalent in the currency of the Underlying Obligation at the time of the Charged Assets Default, provided that in respect of any Outstanding Charged Assets, Company Posted Collateral or any Identical Assets the Payment Requirement shall be U.S.$0.

"**Portfolio Manager**" means the portfolio manager or any successor appointed in respect of the Certificates.

"**Portfolio Management Agreement**" has the meaning given to it in the preamble to these Conditions.

"**Post-Maturity Initial Application Date**" means the earlier of:

(i) the date falling seven Payment Business Days following the date on which the Company gives (or procures the giving of) notice to the Calculation Agent and the Counterparty that the final payment in respect of the related Liquidation of the Outstanding Charged Assets has been received by the Broker or, as the case may be, the Custodian (or, where there are no Outstanding Assets at the first day of the Liquidation Period, the date falling seven Payment Business Days following the first day of the Liquidation Period); and

(ii) the date falling 20 Payment Business Days after the first day of the Liquidation Period.

"**Pre-nominated Replacement Reference Rate**" means, for a Series and a Reference Rate, the first of the interest rates, indices, benchmarks or other price sources specified as a "Pre-nominated Replacement Reference Rate" in the applicable Pricing Conditions (if any) and not subject to a Reference Rate Event.

"**Pricing Conditions**" means, in respect of a Series or Tranche, pricing conditions prepared by the Company in respect of such Series or Tranche, being substantially in the form set out in the Procedures Memorandum or in such other form as the Company and the relevant Dealers may agree.

"**Primary Source for Index Rate Quotations**" means the primary source for index rate quotations specified as such in the applicable Pricing Conditions.

"**Principal Paying Agent**" means the principal paying agent or any successor appointed in respect of the Certificates.

"**Principal Portfolio Management Agreement**" has the meaning given to it in the preamble to these Conditions.

"**Principal Trust Deed**" has the meaning given to it in the preamble to these Conditions.

"**Priority Fallback**" has the meaning given to it in Condition 7(c).

"**Priority Payments**" means an amount in the Relevant Currency equal to the sum of the payments or the equivalent in the Relevant Currency calculated at the relevant Foreign Exchange Rate (if any) then due by the Company to any Secured Party other than the Counterparty and which payments rank in priority to claims of the Certificateholders and (if applicable) Couponholders in accordance with Condition 4(c).

"**Procedures Memorandum**" means the Procedures Memorandum relating to the Programme as defined in the Programme Deed or supplement thereto whose execution created such Procedures Memorandum.

"**Process Agent Appointment Agreement**" has the meaning given to it in the Programme Deed.

"**Programme**" means the Company's programme for the issuance of notes and other secured obligations.

"**Programme Deed**" has the meaning given to it in the preamble to these Conditions.

"**Purchased Certificates**" has the meaning given to it in Condition 10(f).

"**Rating Agency**" means a rating agency which may include, without limitation Moody's, Fitch and/or Standard & Poor's.

"**Rating Agency Affirmation**" means, with respect to any action relating to a Series and/or Class of Certificates (including in respect of the relevant Swap Agreement) that is specified to be subject to Rating Agency Affirmation, the prior affirmation from such of the Rating Agencies (if any) as then rate any such Certificates or any other Obligations at the request of the Company, in the form (if any) specified for such purpose by the relevant Rating Agency in accordance with any applicable internal requirements of such Rating Agency, that the then current rating of any such Certificates or any such other Obligations will not be adversely affected or withdrawn as a result of such action being undertaken, provided that it is the then current policy of such Rating Agency to either affirm or disaffirm the relevant type of action prior to such action being taken.

"**Receipts**" has the meaning given to it in the preamble to these Conditions.

"**Record Date**" means the 15th day before the due date for payment.

"**Redemption Amount**" has the meaning given to it in Condition 11.

"**Reference Rate**" means, for a Series, any interest rate, index, benchmark or price source by reference to which any amount payable under the Certificates is determined. To the extent that any interest rate, index, benchmark or price source referred to in a Replacement Reference Rate applies in respect of a Series, it shall be a "Reference Rate" for that Series from the day on which it is used.

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

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

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

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

"**Reference Rate Default Event**", for the Certificates, has the meaning given to it in Condition 10(d)(ii).

"**Reference Rate Event**" means, for a Series:

(i) a Reference Rate Cessation;

(ii) an Administrator/Benchmark Event;

(iii) a Reference Rate is, with respect to over-the-counter derivatives transactions which reference such Reference Rate, the subject of any market-wide development (which may be in the form of a protocol by ISDA) pursuant to which such Reference Rate is, on a specified date (the "**Risk-**

Free Rate Event Date"), replaced with a risk-free rate (or near risk-free rate) established in order to comply with the recommendations in the Financial Stability Board's paper titled "Reforming Major Interest Rate Benchmarks" dated 22 July 2014 (a "**Risk-Free Rate Event**"); or

(iv) in respect of a Reference Rate, a public statement or publication of information by the regulatory supervisor for the administrator of such Reference Rate announcing that (a) the regulatory supervisor has determined that such Reference Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Reference Rate is intended to measure and that representativeness will not be restored and (b) it is being made in the awareness that the statement or publication will engage in certain contractual triggers for fallbacks activated by pre-cessation announcements by such supervisor (howsoever described) in contracts (a "**Representative Statement Event**" and the date on which the Reference Rate is non-representative being the "**Representative Statement Event Date**"); or

(v) if "Material Change Event" is specified to be applicable in the Pricing Conditions, the definition, methodology or formula for a Reference Rate, or other means of calculating the Reference Rate, has materially changed or as of a specified future date will materially change (a "**Material Change Event**" and the date on which the material change is effective being the "**Material Change Event Date**").

"**Reference Rate Event Notice**", for the Certificates, has the meaning given to it in Condition 7(b)(i).

"**Reference Rate Trade Date**" means, for a Series, the date specified as such in the applicable Pricing Conditions.

"**Register**" has the meaning given to it in the Agency Agreement.

"**Registered Certificates**" means Certificates issued in registered form.

"**Registrar**" means the registrar or any successor appointed in respect of the Registered Certificates.

"**Regulatory Requirement Amendments**", for a Series, has the meaning given to it in Condition 19(c).

"**Regulatory Requirement Amendments Certificate**", for a Series, has the meaning given to it in Condition 19(c).

"**Regulatory Requirement Event**" means, for a Series, that, as a result of a Relevant Regulatory Law:

(i) any of the transactions contemplated by the Conditions and the Transaction Documents are not, or will cease to be, compliant with one or more Relevant Regulatory Laws;

(ii) the Company and/or any Transaction Party is not, or will cease to be, compliant with one or more Relevant Regulatory Laws; or

(iii) the Company and/or any Transaction Party is not, or will cease to be, able to continue to transact future business (as issuer of Certificates or as a transaction party to the Company pursuant to the Programme) in compliance with all Relevant Regulatory Laws.

"**Related Agreement**" means any agreement entered into by the Company relating to a Series or Tranche which is referred to in, or contemplated by, the Trust Deed or is otherwise entered into in connection with the Series.

"**Related Liabilities**" means, in respect of any action, step or proceeding taken or not taken by the Trustee in such capacity, any and all fees, costs, charges, expenses, claims, liabilities, losses, damages, actions and demands (including the remuneration of the Trustee) levied, properly incurred or otherwise suffered or which might be levied, properly incurred or otherwise suffered by the Trustee or any of its Appointees or which may be made against the Trustee or any of its Appointees (and any VAT applicable thereto) in connection with the performance or purported performance or non-performance of any of the duties, functions, trusts, powers or discretions of the Trustee under or in connection with the Trust Deed

or any other Transaction Document, including any such liability properly incurred or otherwise suffered in disputing or defending any of the foregoing.

"**Relevant Accountholder**" has the meaning given to it in Condition 4(i).

"**Relevant Charging Instrument**" means any Issue Deed and any other document which creates or purports to create security in respect of the Series, in each case as amended.

"**Relevant Currency**" means the currency in which the Certificates are denominated unless otherwise specified in the applicable Pricing Conditions.

"**Relevant Currency Proceeds**" means the Actual Currency Proceeds provided that, where all or part of such Actual Currency Proceeds are not denominated in the Relevant Currency, such amount (or each such part thereof, as the case may be) shall be converted into the Relevant Currency at the relevant Foreign Exchange Rate.

"**Relevant Date**" means, in respect of any Certificate, Receipt or Coupon, the date on which payment in respect thereof first becomes due or (if any amount of the money payable is not paid when due) the date on which payment in full of the amount of principal due is made or (if earlier) the date seven days after the date on which notice is duly given to the Certificateholders that, upon further presentation of the Certificate, Receipt or Coupon being made in accordance with these Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

"**Relevant Nominating Body**" means, in respect of a Reference Rate:

(i) the central bank for the currency in which the Reference Rate is denominated or any central bank or other supervisor which is responsible for supervising either the Reference Rate or the administrator of the Reference Rate; or

(ii) any working group or committee officially endorsed or convened by (A) the central bank for the currency in which the Reference Rate is denominated, (B) any central bank or other supervisor which is responsible for supervising either the Reference Rate or the administrator of the Reference Rate, (C) a group of those central banks or other supervisors or (D) the Financial Stability Board or any part thereof.

"**Relevant Obligor**" means, with respect to an Underlying Obligor Guarantee Obligation, the issuer in the case of a bond, the borrower in the case of a loan, or the principal obligor in the case of any other Underlying Obligor Guarantee Obligation.

"**Relevant Rate**" means the quotation for the Benchmark in the Relevant Currency for a period (if applicable) equal to the Designated Maturity.

"**Relevant Regulatory Law**" means, for a Series:

(i) the Dodd-Frank Act, the Bank Holding Company Act of 1956 and the Federal Reserve Act of 1913 (or similar legislation in other jurisdictions) and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;

(ii) Regulation 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC Derivatives, central counterparties and trade repositories and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;

(iii) Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (recast) and the implementation or adoption of, or any change in, any law, regulation or rule related

thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;

(iv) Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;

(v) Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;

(vi) the implementation or adoption of, or any change in, any applicable law, regulation, rule, guideline, standard or guidance after the Relevant Regulatory Law Reference Date, and with applicable law, regulation, rule, guideline, standard or guidance for this purpose meaning any similar, related or analogous law, regulation, rule, guideline, standard or guidance to those in paragraphs (i) to (v) above or any law or regulation that imposes a financial transaction tax or other similar tax;

(vii) any arrangements or understandings that any Transaction Party or any of its Affiliates may have made or entered into with any regulatory agency with respect to its or any of their legal entity structure or location with regard to (A) any of paragraphs (i) to (vi) above or (B) the United Kingdom's prospective or actual departure from the EU; or

(viii) any change in any of the laws, regulations, rules, guidelines, standards or guidance referred to in paragraphs (i) to (vi) above as a result of the promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction after the Relevant Regulatory Law Reference Date or as a result of the public or private statement or action by, or response of, any court, tribunal or regulatory authority with competent jurisdiction or any official or representative of any such court, tribunal or regulatory authority acting in an official capacity with respect thereto,

where, paragraphs (ii) to (v) above shall in each case also include any similar concept under comparable legislation in the United Kingdom.

"**Relevant Regulatory Law Reference Date**" means, for a Series, the date specified in the applicable Pricing Conditions.

"**Replacement Page**" has the meaning given to it in Condition 7(a)(i)(2).

"**Replacement Reference Rate**" means, in respect of a Reference Rate, an interest rate, index, benchmark or other price source that the Calculation Agent determines to be a commercially reasonable alternative for such Reference Rate, provided that the Replacement Reference Rate must be:

(i) a Pre-nominated Replacement Reference Rate; or

(ii) if there is no Pre-nominated Replacement Reference Rate, an interest rate, index, benchmark or other price source (which may be formally designated or nominated by (a) any Relevant Nominating Body or (b) the administrator or sponsor of the Reference Rate (provided that the market or economic reality that such interest rate, index, benchmark or other price source designated or nominated by the administrator or sponsor measures is substantially the same as that measured by the Reference Rate) to replace the Reference Rate) which is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference such Reference Rate (which recognition or acknowledgment may be in the form of a

press release, a member announcement, member advice, letter, protocol, publication of standard terms or otherwise by ISDA) (an "**Industry Standard Replacement Reference Rate**").

If the Replacement Reference Rate is an Industry Standard Replacement Reference Rate, the Calculation Agent shall specify a date on which the interest rate, index, benchmark or other price source was recognised or acknowledged as being the relevant industry standard (which may be before such interest rate, index, benchmark or other price source commences).

"**Replacement Reference Rate Amendments**", for the Certificates, has the meaning given to it in Condition 7(b)(ii).

"**Replacement Reference Rate Amendments Certificate**", for a Series, has the meaning given to it in Condition 7(b)(iii)(2).

"**Replacement Reference Rate Ancillary Amendments**", for a Series, has the meaning given to it in Condition 7(b)(ii)(3).

"**Replacement Reference Rate Notice**", for the Certificates, has the meaning given to it in Condition 7(b)(iii)(1).

"**Representative Statement Event**", for a Series and a Reference Rate, has the meaning given to it in the definition of "Reference Rate Event".

If, for a Series and a Reference Rate, (i) an event or circumstance which would otherwise constitute or give rise to a Representative Statement Event also constitutes a Reference Rate Cessation or (ii) a Reference Rate Cessation and a Representative Statement Event would otherwise be continuing at the same time, it will in either case constitute a Reference Rate Cessation and will not constitute or give rise to a Representative Statement Event provided that, if the date that would otherwise have been the Representative Statement Event Date would have occurred before the Reference Rate is no longer available or becomes non-representative, Condition 7(d) shall apply as if a Representative Statement Event had occurred.

"**Representative Statement Event Date**", for a Series and a Reference Rate, has the meaning given to it in the definition of "Reference Rate Event".

"**Reset Date**" means the first day of each relevant Interest Accrual Period, unless otherwise specified in the applicable Pricing Conditions.

"**Risk-Free Rate Event**", for a Series and a Reference Rate, has the meaning given to it in the definition of "Reference Rate Event".

If, for a Series and a Reference Rate, (i) an event or circumstance which would otherwise constitute or give rise to a Risk-Free Rate Event also constitutes a Reference Rate Cessation or (ii) a Reference Rate Cessation and a Risk-Free Rate Event would otherwise be continuing at the same time, it will in either case constitute a Reference Rate Cessation and will not constitute or give rise to a Risk-Free Rate Event provided that, if the date that would otherwise have been the Risk-Free Rate Event Date would have occurred before the Reference Rate is no longer available or becomes non-representative, Condition 7(d) (*Interim Measures*) shall apply as if a Risk-Free Rate Event had occurred.

"**Risk-Free Rate Event Date**", for a Series and a Reference Rate, has the meaning given to it in the definition of "Reference Rate Event".

"**Scheduled Maturity Date**" means the date specified as such in the applicable Pricing Conditions.

"**Screen FX Rate**" means the rate which appears on the page specified in the applicable Pricing Conditions at the time specified in the applicable Pricing Conditions.

"**Secondary Replacement Page**" has the meaning given to it in Condition 7(a)(i)(2).

"**Secured Liabilities**" means, in respect of a Series, the obligations of the Company under:

(i) the Certificates, Coupons, Receipts and Talons of that Series or where the Obligations are not in the form of Certificates, the Obligation (including, for the avoidance of doubt, the obligations of the Company under the terms and conditions of any further securities which are consolidated and form a single Series with the Certificates of such Series);

(ii) the Trust Deed to the Trustee in respect of that Series including any expenses, costs, claims or liabilities properly incurred by the Trustee in the performance of its duties;

(iii) the Custody Agreement for the payment of all claims of the Custodian for reimbursement of payments properly made to any party in respect of sums receivable on the Outstanding Assets for such Series and in respect of any expenses, costs, claims or liabilities properly incurred by the Custodian in the performance of its duties under the Custody Agreement;

(iv) in respect of a Series of Certificates only, the Agency Agreement for the payment of all claims of the Principal Paying Agent for reimbursement in respect of payments of principal and interest properly made to holders of Certificates, Coupons and Receipts relating to such Series and in respect of any expenses, costs, claims or liabilities properly incurred by the Agents in the performance of their duties under the Agency Agreement;

(v) any Swap Agreement relating to such Series;

(vi) the Portfolio Management Agreement (if any) relating to such Series for the payment of all Management Fees due to the Portfolio Manager (if any); and

(vii) any other obligation specified in the applicable Pricing Conditions as having the benefit of the Security,

in each case, as the same may be amended, varied, supplemented, extended, modified, replaced, restated, assigned or novated in any way from time to time (however fundamentally and whether or not more onerously).

"**Secured Parties**" means the persons to whom the Secured Liabilities are owed.

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

"**Security**" means the security in respect of each Series secured by any of the Security Documents.

"**Security Documents**" means, in respect of a Series, the Trust Deed and any applicable Relevant Charging Instrument (other than any Issue Deed with respect to such Series that forms part of the Trust Deed).

"**Series**" means the series specified in the applicable Pricing Conditions.

"**Sovereign**" means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including, without limiting the foregoing, the central bank) thereof.

"**Special Quorum**" has the meaning given to it in Condition 18(a).

"**Specified Interest Payment Date**" means the specified interest payment date specified in the applicable Pricing Conditions.

"**Standard & Poor's**" means S&P Global Ratings Europe Limited and any successor or successors thereto.

"**Standard Early Redemption Amount**" has the meaning given to it in Condition 11.

"**Substitution Criteria**" means (a) the New Charged Assets being denominated in the same currency as the Original Charged Assets; (b) the New Charged Assets having a rating from one or more Rating Agencies, at least equal to the then current rating(s) (if any) given by any such Rating Agency to the Original Charged Assets (and, in the case of Certificates rated by Fitch, such rating must be by Fitch);

(c) either (i) the Counterparty having certified to the Company that it will not suffer a cost or loss or a reduction in the mark-to-market value of the Swap Agreement (if any) as a result of such substitution or (ii) arrangements having been made which are reasonably satisfactory to the Counterparty to compensate it for any cost or loss or reduction in mark-to-market value of the Swap Agreement (if any) which it certifies to the Company that it will incur in connection with such substitution (and, in determining any such cost or loss or reduction in mark-to-market value of the Swap Agreement (if any), the Counterparty will act in good faith and in a commercially reasonable manner); (d) in the case of credit-linked Certificates (being Certificates linked to the credit of one or more reference entities as specified in the applicable Pricing Conditions) the degree of correlation between (i) the entity(ies) which is or are the issuer or issuers of the New Charged Assets and the risks associated therewith, and (ii) the entity(ies) which is or are the reference entity(ies) in respect of the credit-linked Certificates, being no greater than the degree of correlation between (x) the entity(ies) which is or are the issuer or issuers of the Original Charged Assets and the risks associated therewith, and (y) the entity(ies) which is or are the reference entity(ies) in respect of the credit-linked Certificates (in each case as determined by the Counterparty in good faith and in a commercially reasonable manner with reference to such information published by any rating agency(ies) or such market information as it may in good faith and in a commercially reasonable manner deem relevant); (e) the New Charged Assets meeting the Counterparty's general credit and trading policies as of the relevant time; (f) no event having occurred with respect to the New Charged Assets which could lead to any redemption in whole or in part of the Certificates; (g) the New Charged Assets having a scheduled maturity date falling on or about but no later than the Scheduled Maturity Date; (h) the New Charged Assets having an outstanding principal amount equal to the outstanding principal amount of the Original Charged Assets and (i) if the Company is a "nonparticipating foreign financial institution" (as such term is used under section 1471 of the U.S. Internal Revenue Code or in any regulations or guidance thereunder), the New Charged Assets being assets payments on which would not be subject to FATCA Withholding if paid before the maturity of the Certificates (in the determination of the Counterparty).

"**Substitution Notice**" has the meaning given to it in Condition 4(i).

"**Successor**" means, in relation to the Principal Paying Agent, any Registrar, the Custodian, the Calculation Agent or any Paying Agent, Transfer Agent or such other or further person as may from time to time be appointed by the Company as such with the written approval of, and on terms approved in writing by, the Trustee and notice of whose appointment is given to the Certificateholders.

"**Supplemental Portfolio Management Agreement**" has the meaning given to it in the preamble to these Conditions.

"**Swap Agreement**" has the meaning given to it in the preamble to these Conditions.

"**Swap Agreement Termination**" means the occurrence of an Early Termination Date under the Swap Agreement (if any).

"**Swap Reference Rate**" means, for a Swap Transaction, any interest rate, index, benchmark or price source by reference to which any amount payable by the Counterparty to the Company under the Swap Transaction is determined.

"**Swap Termination Payment Date**" means the date on which any Termination Payment is payable under the Swap Agreement (if any) in respect of a Swap Agreement Termination.

"**Swap Transaction**" has the meaning given to it in the preamble to these Conditions.

"**Talons**" has the meaning given to it in the preamble to these Conditions.

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor system.

"**TARGET**" has the meaning given to it in Condition 9.

"**TARGET System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) system or any successor thereto.

"**Termination Payment**" means any Early Termination Amount (as defined in the Swap Agreement) payable under the Swap Agreement (if any).

"**Tranche**" means, in respect of a Series, those Certificates of that Series that are issued on the same date at the same issue price and in respect of which the first payment of interest is identical.

"**Transaction Document**" means with respect to a Series of Certificates, each agreement entered into by the Company with respect to such Series or that is applicable to such Series including, but not limited to, the Agency Agreement, the Dealer Agreement, the Custody Agreement, the Trust Deed, the Swap Agreement (if any), and the Portfolio Management Agreement (if any) as each such document relates to such Series.

"**Transaction Parties**" means the Trustee, JPMSE as arranger and dealer in respect of the Programme and the Certificates, respectively, JPMSE as dealer in respect of the Certificates, the Custodian, the Agents, the Portfolio Manager, the Counterparty and any Credit Support Provider, the process agent appointed in the Programme Deed and any other person specified in the applicable Pricing Conditions as being a Transaction Party or that is a party to a Related Agreement.

"**Transfer Agents**" means the transfer agents or any successor appointed in respect of the Certificates.

"**Trust Deed**" has the meaning given to it in the preamble to these Conditions.

"**Trustee**" means the trustee for the time being and any successor trustee.

"**Trustee Application Date**" means each date on which the Trustee determines to make a distribution in respect of an enforcement by it of the Security.

"**Uncertificated Certificates**" means Registered Certificates issued in uncertificated form.

"**Underlying Obligation**" means, with respect to an Underlying Obligor, the Outstanding Charged Assets or Company Posted Collateral, as the case may be, any Identical Assets, any obligation of such Underlying Obligor (whether present or future, contingent or otherwise, as principal or surety or as provider of an Underlying Obligor Guarantee or otherwise) 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) and any Equivalent Obligations.

"**Underlying Obligor**" means an obligor of any Outstanding Charged Assets or Company Posted Collateral.

"**Underlying Obligor Guarantee**" means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the Underlying Obligor irrevocably agrees, undertakes, or is otherwise obliged to pay all amounts of principal and interest due under an Underlying Obligor Guarantee Obligation for which the Relevant Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

"**Underlying Obligor Guarantee Obligation**" means, with respect to a guarantee, the obligation which is the subject of the guarantee.

"**Underlying Obligor Reference Date**" means, for a Series, the date specified in the applicable Pricing Conditions.

"**Undeliverable OCA Amount**" means, in respect of a Certificateholder, (i) the Certificateholder Proportion in respect of that Certificateholder multiplied by the total principal amount of the Original Charged Assets as at the date of the Substitution Notice minus (ii) the principal amount of the Deliverable OCA Amount in respect of that Certificateholder.

"**United States**" means the United States of America (including the states and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

"**U.S. Person**" means a "United States person" within the meaning of Section 7701(a)(30) of the Code, including a U.S. citizen or resident, a corporation or partnership organised in or under the laws of the United States, and certain estates and trusts.

"**U.S. Withholding Certificates**" means, for a Series, any Certificate of such Series if in respect of such Series:

(i) the Certificates are secured by any Original Charged Asset that is a debt instrument issued by a U.S. Person or that otherwise pays or is deemed to pay amounts treated as U.S. source income for U.S. federal income tax purposes;

(ii) the Certificates are secured by any Outstanding Charged Asset (other than the Original Charged Assets) that is a debt instrument issued by a U.S. Person or that otherwise pays or is deemed to pay amounts treated as U.S. source income for U.S. federal income tax purposes; or

(iii) the Counterparty is a U.S. Person.

U.S. Withholding Certificates may be issued solely as Registered Certificates.

"**Valuation Agent**" means the valuation agent under the Credit Support Annex, which will generally be the calculation agent under the Swap Agreement.

"**Value**" means the value of Eligible Credit Support (VM) comprised in a Credit Support Balance (VM), as determined by the Valuation Agent, and which is used for purposes of determining whether sufficient collateral has been transferred under a Credit Support Annex. The "Value" for this purpose may include certain "haircuts" to the actual value of such eligible credit support. These "haircuts" operate as reductions in the value of Eligible Credit Support (VM) used for the purpose of determining whether sufficient collateral has been provided under the Credit Support Annex. This will generally result in a slight over-collateralisation by the transferor as compared to the position that would have applied were actual values to be used. Such term is used and more precisely defined in the relevant Credit Support Annex.

"**Withholding Tax Event**" has the meaning given to it in Condition 10(c)(ii)(1).

"**Written Resolution**" has the meaning given to it in Condition 18(a).

"**Zero Coupon**" has the meaning given to it in the definition of Interest Basis.

Pricing Conditions

Company:	Dynamic Certificates and Notes plc
Series Number:	6
Tranche Number:	1
Currency of Denomination:	EUR
Relevant Currency:	EUR
Aggregate Principal Amount:	Up to EUR 100,000,000
Trading in Units:	The Certificates will be trading in units where one Certificate (of the Denomination) will be equal to one unit. Certificates will be tradeable by reference to the number of Certificates being traded (each having the specified Denomination) instead of the aggregate principal amount of the Certificates being traded.
Trade Date:	4 October 2024
Issue Date:	8 October 2024
Issue Price:	100 per cent.
Original Charged Assets:	The "**Original Charged Assets**" shall comprise up to EUR 100,000,000 of Class A Acc Shares in Dynamic Profile Fineco AM Fund I, a sub-fund of FAM SERIES UCITS ICAV (the "**Fund**") due 4 July 2030 (ISIN: IE000OA7EP76) issued in registered uncertificated form, held outside the clearing systems (the "**Underlying Fund Shares**").
Underlying Obligor Reference Date:	Trade Date
Swap Agreement:	Yes
Credit Support Annex:	Applicable – Payable by Counterparty
Counterparty:	J.P. Morgan SE
Dealer:	J.P. Morgan SE
Broker:	J.P. Morgan SE
Custodian:	The Bank of New York Mellon, London Branch
Calculation Agent:	J.P. Morgan SE
Credit Observation End Date:	11 July 2030
Settlement Method:	Auction Settlement
Process Agent:	Vistra Trust Company Limited of 7th Floor 50 Broadway, London, United Kingdom, SW1H 0DB

Condition 1 (Form, Denomination and Title)

Form of Certificates:	Registered Certificates
Temporary Global Note exchangeable for Permanent Global Note or Definitive Bearer Notes:	No
Certificates to be Issued:	Yes Global Certificate exchangeable for Certificates in the limited circumstances specified in the Global Certificate.
New Global Note:	Not Applicable

Global Certificate under New Safekeeping Structure:	No
Denomination(s):	EUR 1,000
Calculation Amount:	EUR 1,000
Condition 4 (Security)	
Substitution of Original Charged Assets pursuant to Condition 4(i):	Not permitted
Irish Law Security Agreement:	Aside from the English law security interests in respect of the Mortgaged Property granted by the Company to the Trustee pursuant to the Trust Deed as security for the Secured Liabilities, the Company has also granted an Irish law security interest to the Trustee over the Company's rights, title and interest in respect of the Underlying Fund Shares as security for the Secured Liabilities under a security agreement between the Company and the Trustee dated the Issue Date (the "**Irish Law Security Agreement**"). For the purposes of the Certificates and the Trust Deed, the Irish Law Security Agreement shall be deemed to constitute a Relevant Charging Instrument and therefore also a Security Document.
Condition 6 (Interest)	
Interest Basis:	Fixed Rate
Fixed Rate:	Applicable
Interest Rate:	In respect of: (i) the initial Interest Accrual Period from, and including, the Interest Commencement Date to, but excluding, 20 December 2024, 35.00 per cent. per annum; (ii) the second Interest Accrual Period from, and including, 20 December 2024 to, but excluding, 11 July 2025, 4.621 per cent. per annum; and (iii) each Interest Accrual Period thereafter, 2.58 per cent. per annum.
Interest Bearing Amount:	Calculation Amount
Specified Interest Payment Dates:	20 December 2024, and thereafter, 11 July in each year from, and including, 11 July 2025 to, and including, 11 July 2029, with a final Specified Interest Payment Date on the Scheduled Maturity Date, in each case subject to adjustment in accordance with the Business Day Convention, provided that if, in respect of any Specified Interest Payment Date: (i) an Event Determination Date has occurred and the Applicable Price in respect of such Event Determination Date has been determined on or prior to the Cut-off Date preceding such Specified Interest Payment Date; or (ii) the Reference Entity is an Affected Reference Entity in respect of such Specified Interest Payment Date,

	then no amount of interest otherwise payable on such Specified Interest Payment Date in the absence of the occurrence of any such Event Determination Date or the Reference Entity being an Affected Reference Entity shall be due. Where the Reference Entity is an Affected Reference Entity in respect of a Specified Interest Payment Date, if a Determination Date occurs pursuant to either paragraph (i) or paragraph (ii)(b) of the definition of Determination Date, the amount of interest that would have been payable on the Specified Interest Payment Date in the absence of the Reference Entity being an Affected Reference Entity shall be payable on the Deferred Interest Payment Date and no additional amount shall be due in respect of any such postponement. No interest shall be payable if an Applicable Event Determination Date occurs in respect of such Affected Reference Entity and a Determination Date occurs in respect of such Reference Entity pursuant to paragraph (ii)(a) of the definition of Determination Date.
Adjustment:	Not Applicable
Business Day Convention:	Following Business Day Convention
Day Count Fraction:	30/360
Floating Rate:	Not Applicable
Provision for determining coupon where calculated by reference to formula and/or other variable:	Not Applicable

Condition 10 (Redemption and Purchase)

Scheduled Maturity Date:	11 July 2030
Maturity Date:	"**Maturity Date**" means: (i) subject to paragraph (ii) below, if the Reference Entity is not an Affected Reference Entity with respect to the Scheduled Maturity Date, the Scheduled Maturity Date, subject to adjustment in accordance with the Business Day Convention and as provided in Credit Linked Provision 3 (*Potential Postponement of the Maturity Date*) of the Credit Linked Provisions; (ii) if an Event Determination Date occurs and, on or prior to the Final Cut-off Date, an Applicable Price has been determined in respect of such Reference Entity, the day falling five Payment Business Days following the Final Valuation Date; (iii) if the Reference Entity is an Affected Reference Entity with respect to the Scheduled Maturity Date and a Determination Date has been determined under paragraph (ii)(a) of the definition of Determination Date, the day falling five Payment Business Days following the Final Valuation Date (the Maturity Date determined in accordance with (ii) or (iii) above being the "**Credit-Linked Redemption Date**"); or (iv) if the Reference Entity is an Affected Reference Entity with respect to the Scheduled Maturity Date and a

Determination Date has been determined under paragraphs (i) or (ii)(b) of the definition of Determination Date, the day falling five Payment Business Days following the Determination Date in respect of the Reference Entity.

If the Maturity Date falls after the Scheduled Maturity Date as a result of the application of sub-paragraphs (ii), (iii) or (iv) above, no additional amount shall be payable in respect of interest for the period from (and including) the Scheduled Maturity Date to (but excluding) the Maturity Date as a result thereof.

Where:

"**Final Cut-off Date**" means the Specified Payment Cut-off Date relating to the Credit Observation End Date.

"**Final Valuation Date**" means, in respect of a Defaulted Credit:

(i) the day on which the Applicable Price in respect of such Defaulted Credit is determined in respect of an Event Determination Date, unless sub-paragraph (b) below applies; or

(ii) where the Certificates provide that following the occurrence of an Event Determination Date (and satisfaction of any conditions related thereto) there shall be a Liquidation of the Outstanding Charged Assets, the later of: (i) the day on which the Applicable Price in respect of such Defaulted Credit is determined; and (ii) the day on which the final payment in respect of the Liquidation of the Outstanding Charged Assets is received by the Broker or, as the case may be, the Custodian,

provided that if the Outstanding Charged Assets have not been realised by the last day of the Liquidation Period (and for such purpose "realisation" shall include any Expected Realisation), the Final Valuation Date shall be the last day of the Liquidation Period.

Business Day Convention:	Following Business Day Convention
Relevant Regulatory Law Reference Date:	Trade Date

Condition 11 (Redemption Amount and Early Redemption Amount)

Redemption Amount:

The Redemption Amount payable in respect of each Certificate shall be an amount in the Relevant Currency determined by the Calculation Agent equal to:

(i) if the Maturity Date has been determined pursuant to sub-paragraphs (i) or (iv) of the definition of Maturity Date:

(a) 100 per cent. of the Calculation Amount; plus

(b) the Excess Final Return Amount (subject, for the avoidance of doubt, to Condition 4(g)

(*Limited Recourse*)) (the "**Final Redemption Amount**"); or

(ii) if the Maturity Date has been determined pursuant to sub-paragraphs (ii) or (iii) of the definition of Maturity Date, such Certificate's *pro rata* share of an amount equal to (a) the lower of (x) 100 per cent. of the Aggregate Principal Amount and (y) the Aggregate Recovery Proceeds minus (b) the Credit Loss plus (c) the Excess Credit-Linked Return Amount (the "**Credit-Linked Redemption Amount**").

Where:

"**Aggregate Recovery Proceeds**" means an amount in the Relevant Currency determined by the Calculation Agent in respect of the Final Valuation Date equal to the Liquidation Proceeds.

"**CDS Early Termination Amount**" means the amount in the Relevant Currency that the Calculation Agent would be prepared to receive from the Company on the Maturity Date as its bid price (as quoted by the Calculation Agent in respect of the Final Valuation Date) for an unwind of a notional credit default swap transaction that shall be deemed to have been entered into between the Company and the Calculation Agent with an effective date of the Issue Date, pursuant to which:

(i) any premium payable by the Calculation Agent shall be deemed to have been fully paid; and

(ii) the Company is due to pay to the Calculation Agent the Credit Loss that would have been calculated in respect of the Redemption Amount were the proviso to the definition of "Credit Loss" to be deleted and were sub-paragraph (b)(i) of the definition of "Final Valuation Date" (disregarding the proviso to such definition) (the "**Deemed Final Valuation Date**") to apply, and with such payment being due on the day falling five Payment Business Days following the Deemed Final Valuation Date.

"**Credit Loss**" means, as determined by the Calculation Agent, the Credit Position as at the Maturity Date multiplied by (100% – Applicable Price of the Reference Entity), subject to a minimum of zero, provided that if, pursuant to the proviso to sub-paragraph (b) of the definition of "Final Valuation Date", the Final Valuation Date is the last day of the Liquidation Period, and no Applicable Price has been determined in respect of the Reference Entity on or before such Final Valuation Date, then the "Credit Loss" shall be the CDS Early Termination Amount.

"**Excess Credit-Linked Return Amount**" means an amount, subject to a minimum of zero, equal to the Aggregate Recovery Proceeds minus the Aggregate Principal Amount.

"**Excess Final Return Amount**" means, in respect of each Certificate, subject to a minimum of zero, such Certificate's *pro rata* share of an amount equal to the Underlying Fund Shares Redemption Amount minus the Aggregate Principal Amount.

"**Liquidation Proceeds**" means the sum of the Actual Currency Proceeds (provided that any reference to "in connection with an Early Redemption" shall instead be deemed to be a reference to "in connection with the Liquidation as a result of the occurrence of an Event Determination Date (and satisfaction of the conditions related thereto)", any reference to "Outstanding Assets" shall instead be deemed to be a reference to "Outstanding Charged Assets" and any reference in the definition of "Actual Currency Proceeds" or "Foreign Exchange Rate" to "Early Valuation Date" shall instead be deemed to be a reference to "Final Valuation Date"), including, in respect of the Outstanding Charged Assets, any redemption payment received by the Company on its due date for payment and not by way of sale.

"**Underlying Fund Shares Redemption Amount**" means the aggregate redemption amount comprised of cash in respect of the Underlying Fund Shares payable on their scheduled maturity date (excluding, for the avoidance of doubt, any redemptions in kind in respect of such Underlying Fund Shares).

Early Redemption Amount:

An amount per Certificate determined by the Calculation Agent to be that Certificate's *pro rata* share of (i) the lower of (a) 100 per cent. of the Aggregate Principal Amount and (b) the Relevant Currency Proceeds plus (ii) any Termination Payment in respect of the Swap Agreement (if any) which is payable to the Company (together, if applicable, with any interest payable thereon) minus (iii) any Termination Payment in respect of the Swap Agreement (if any) which is payable by the Company to the Counterparty (together, if applicable, with any interest payable thereon), plus (iv) the Excess Early Return Amount and minus (v) any Priority Payments. The Early Redemption Amount shall be expressed on a per Certificate basis and shall be subject always to Condition 10(h).

For the purposes hereof, "**Excess Early Return Amount**" means, an amount, subject to a minimum of zero, equal to the Relevant Currency Proceeds minus the Aggregate Principal Amount.

Condition 12 (Payments and Talons)

Payment Business Day Centre(s): TARGET

DETAILS RELATING TO THE CREDIT SUPPORT ANNEX

Base Currency: EUR

Eligible Currency: EUR, CAD, JPY, SEK, CHF, GBP, USD and AUD

Eligible Credit Support:

Subject to Paragraph 9(e) of the Credit Support Annex, if applicable, and each Credit Support Eligibility Condition (VM) applicable to it specified in Paragraph 11 of the Credit Support Annex, the Eligible Credit Support (VM) for the party specified (as the Transferor) shall be:

Eligible Credit Support (VM) for the Counterparty:

Description:	*Valuation Percentage:*
Negotiable debt obligations issued by any of the governments of (i) the Commonwealth of Australia, (ii) the Kingdom of Belgium, (iii) the Dominion of Canada, (iv) the Republic of France, (v) the Federal Republic of Germany, (vi) Japan, (vii) the Kingdom of the Netherlands, (viii) the United Kingdom of Great Britain and Northern Ireland (ix) the Italian Republic, (x) the United States of America, (xi) the Kingdom of Sweden and (xii) Swiss Confederation	As set out below
For negotiable debt obligations with a rating of at least AA- by Standard & Poor's and at least Aa3 by Moody's:	
Less than 1 year	99.50%
1 year or more but not more than 5 years	98.00%
More than 5 years but not more than 10 years	96.00%
More than 10 years but not more than 30 years	94.00%
For negotiable debt obligations with a rating of below AA- by Standard & Poor's and Aa3 by Moody's:	
Less than 1 year	99.00%
1 year or more but not more than 5 years	97.00%
More than 5 years but not more than 10 years	94.00%
More than 10 years but not more than 30 years	92.00%

Minimum Transfer Amount for the Counterparty:

EUR 250,000

Valuation Date:

Each day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits).

Valuation Date Location:

London

Other

Distribution Type:

Non-U.S. Distribution

Talons for future Coupons or Receipts to be attached to Definitive Bearer

Not Applicable

Certificates (and dates on which such Talons mature):	
Certificateholder Representative:	Not Applicable
SFCA Provisions:	Applicable
ISIN:	XS2883314309
Further additions or variations:	The following provisions shall constitute "Additional Conditions": **1. Amendments to Condition 9 (*Business Day Convention*)** The final sentence of Condition 9 shall be deemed to be deleted and replaced with the following: "In addition to the above, where "TARGET" is specified instead of a city in respect of any business day centre or convention, it shall mean that to be a business day of the relevant type, the day must be a day on which T2 is open for the settlement of payments in euro.". **2. Amendments to Condition 18(h) (*Rights relating to Outstanding Charged Assets*)** Condition 18(h) (*Rights relating to Outstanding Charged Assets*) shall be deemed to be deleted in its entirety and replaced with: "Except where the Conditions expressly so provide, the Company will not exercise any rights or take any action in its capacity as holder of the Outstanding Charged Assets unless directed to do so by the Trustee (which the Trustee may do in its discretion and shall do if requested by an Extraordinary Resolution of the Certificateholders and is indemnified to its satisfaction against all Related Liabilities), in each case prior consultation with the Counterparty (if any) and the Credit Support Provider of such Counterparty, and, if such exercise or action is in the reasonable opinion of any Counterparty and the Credit Support Provider of such Counterparty likely to affect the value of the Outstanding Charged Assets, the Certificates or the Swap Agreement, it shall not be done without the prior written consent of any such Counterparty and the Credit Support Provider of such Counterparty. If such direction is given, the Company will act only in accordance with such direction.". **3. Market Value Early Redemption Event** Condition 10 (*Redemption and Purchase*) shall be amended by inserting the following as new Conditions 10(i) (*Market Value Early Redemption Event*) and 10(j) (*Redemption Following a Fund Event*): "(i) *Market Value Early Redemption Event* If the market value of the Certificates is less than, or equal to, 30 per cent. of the Aggregate Principal Amount (the "**Market Value Threshold**"), as determined in the sole discretion of the Calculation Agent (a "**Market**

Value Early Redemption Event"), then the Company shall redeem all the Certificates (but not some only) at the Early Redemption Amount on the Early Redemption Date and there will be no separate payment of any unpaid accrued interest thereon. Notice of any such redemption shall be given to the Certificateholders (and copied to the Principal Paying Agent) in accordance with Condition 17 as soon as practicable and in any event, no later than the fifth Business Day prior to the Early Redemption Date. The Calculation Agent shall not have any duty to monitor, enquire or satisfy itself as to whether any Market Value Early Redemption Event has occurred and shall not have any liability for giving or not giving any notice in respect of a Market Value Early Redemption Event.

(j) *Redemption Following a Fund Event*

If the Calculation Agent determines that a Fund Event (as defined in Schedule 3 (*Fund Event Definitions*) has occurred, then it shall notify the same to the Company as soon as reasonably practicable, following which the Company shall notify the Certificateholders of such fact (including a description of the facts relevant to such occurrence in reasonable detail and with a copy to the Principal Paying Agent, the Trustee, the Counterparty, the Calculation Agent and the Custodian) and the Company shall redeem all the Certificates (but not some only) at the Early Redemption Amount on the Early Redemption Date and there will be no separate payment of any unpaid accrued interest thereon. Notice of any such redemption shall be given to the Certificateholders (and copied to the Principal Paying Agent) in accordance with Condition 17 as soon as practicable and in any event, no later than the fifth Business Day prior to the Early Redemption Date. The Calculation Agent shall not have any duty to monitor, enquire or satisfy itself as to whether any Fund Event has occurred and shall not have any liability for giving or not giving any notice in respect of a Fund Event.".

4. Condition 10(d) and Condition 10(e) shall not apply

Conditions 10(d) (*Redemption Following a Reference Rate Event*) and 10(e) (*Redemption Following an Original Charged Assets Disruption Event*) shall not apply to the Certificates.

5. Consequential amendments

(i) The final paragraph of Condition 4(d) (*Method of Liquidation of Outstanding Assets prior to enforcement of the security*) shall be amended as follows:

(a) the words "Conditions 10(b), 10(c), 10(d), or 10(e)" shall be deleted and replaced with the

following: “Conditions 10(b), 10(c), 10(i) or 10(j)”; and

(b) the words “Conditions 10(b), 10(c), 10(d) or 10(e)” shall be deleted and replaced with the following: “Conditions 10(b), 10(c), 10(i) or 10(j)”.

(ii) Sub-paragraph (i) of the definition of “Liquidation Event” shall be amended so that the words “Condition 10(b), Condition 10(c), Condition 10(d) or Condition 10(e)” are deleted and replaced with the following: “Condition 10(b), Condition 10(c) or Condition 10(i) or Condition 10(j)”.

(iii) Condition 10(a) (*Final redemption*) shall be amended so that the words “Condition 10(b), Condition 10(c), Condition 10(d) or Condition 10(e)” are deleted and replaced with the following: “Condition 10(b), Condition 10(c), Condition 10(i) or Condition 10(j)”.

(iv) Condition 10(b) (*Redemption on termination of the Swap Agreement (if any)*) shall be amended so that the words “other than in respect of (i) a Reference Rate Default Event (as defined in Condition 10(d)), except for a Reference Rate Default Event that constitutes a Swap Agreement Transfer Right Event (by reason of the occurrence of a Counterparty Reference Rate Default Event) and the Counterparty has designated such Early Termination Date within 20 days of the date of occurrence of such Counterparty Reference Rate Default Event or (ii) an Original Charged Assets Disruption Event (as defined in Condition 10(e)” are deleted and replaced with the following: “other than in respect of a Market Value Early Redemption Event (as defined in Condition 10(i))”.

6. Replacement of definitions

The following definitions in Condition 25 (*Definitions*) shall be deleted and replaced with the following:

“**Charged Assets Default**” means where the Trustee is notified by the Company, any Counterparty or any of the Certificateholders that a Custodian/Agent Failure to Pay has occurred or that Information exists of any of the following events or circumstances:

(a) in respect of the Outstanding Charged Assets, a Certificates Obligation Default; or

(b) in respect of any Underlying Obligor, a Certificates Bankruptcy.

A Charged Assets Default will occur whether or not the event giving rise to the Charged Assets Default arises directly or indirectly from, or is subject to a

defence based upon (a) any lack or alleged lack of authority or capacity of the Underlying Obligor to enter into any Underlying Obligation, (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to 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.".

"**Early Redemption**" means a redemption or repayment of the Certificates in whole under Condition 10(b), Condition 10(c), Condition 10(i), Condition 10(j) or Condition 13 (and, for the avoidance of doubt, which redemption may take place prior to, on or after the Maturity Date of the Certificates).".

"**Liquidation Period**" means the period from and including the date on which a Liquidation Event occurs to and including the 15th Payment Business Day following the date on which the Liquidation Event occurred save that where the Liquidation Event is as a result of one or more of the Outstanding Charged Assets being subject to a Charged Assets Redemption Event, the Liquidation Period (which, for the avoidance of doubt, shall apply to all Outstanding Charged Assets whether or not they are the subject of a Charged Assets Redemption Event) shall be the period from and including the Payment Business Day that immediately precedes the date on which the Outstanding Charged Assets that are the subject of the Charged Assets Redemption Event are scheduled for redemption or repayment prior to their scheduled maturity date (or, where there is more than one such date, the earliest such date) to and including the 15th Payment Business Day following such date."

7. Liquidation upon occurrence of an Event Determination Date

Upon the occurrence of an Event Determination Date (and satisfaction of any conditions related thereto), there shall be a Liquidation of the Outstanding Charged Assets and, for the purposes of the definition of

Liquidation Period, a Liquidation Event shall be deemed to occur on:

(i) in the case of an Event Determination Date that was triggered by delivery of a Credit Event Notice from the Calculation Agent to the Company, the date on which the Credit Event Notice from the Calculation Agent to the Company was effective; and

(ii) otherwise, the date on which a DC Credit Event Announcement occurred.

8. Liquidation of Underlying Fund Shares

Notwithstanding any term to the contrary, as soon as reasonably practicable following the occurrence of a Liquidation Event where the Broker becomes obliged to realise the Underlying Fund Shares pursuant to Condition 4(d) (*Method of Liquidation of Outstanding Assets prior to enforcement of the security*), the Broker shall determine whether the Underlying Fund Shares should be realised (a) by way of sale or (b) by way of redemption, and notify the Company (in writing) of such determination and instruct the Company to, whereupon the Company shall, in the case of (a) above, complete a share transfer form in respect of the Underlying Fund Shares or, in the case of (b) above, submit a redemption request in respect of the Underlying Fund Shares to the Fund.

9. Condition 11 (*Redemption Amount and Early* Redemption *Amount*)

Notwithstanding the Early Redemption Amount specified in these Pricing Conditions, the third paragraph of Condition 11 (*Redemption Amount and Early Redemption Amount*) shall continue to apply, but the reference therein to the Standard Early Redemption Amount shall be construed as a reference to the Early Redemption Amount.

10. Credit Linked Provisions

The Credit Linked Provisions set out in Schedule 1 (the "**Credit Linked Provisions**") and the Reference Entity Annex set out in Schedule 2 shall apply to the Certificates.

11. Event Determination Date

Notwithstanding anything to the contrary contained in the Credit Linked Provisions, an Event Determination Date shall not be capable of being reversed, moved or deemed not to have occurred following commencement by the Broker of the Liquidation under Condition 4(d) that arises as a result of the occurrence of such Event Determination Date (and satisfaction of the conditions relating thereto). Where an event occurs that would, were it not for the operation of this paragraph, reverse,

move or deem the Event Determination Date not to have occurred, for purposes of the Credit Linked Provisions such event shall be deemed not to have occurred. Following the delivery of a Credit Event Notice, the Calculation Agent can revoke such Credit Event Notice at any time prior to commencement by the Broker of the Liquidation under Condition 4(d) that arises as a result of the occurrence of such Event Determination Date (and satisfaction of the conditions thereto).

12. Maximum Quotation Amount

The definition of "Maximum Quotation Amount" as set out in Credit Linked Provision 12 of the Credit Linked Provisions shall be amended by inserting the words "(or its equivalent in the relevant Obligation Currency)" immediately after the words "Credit Position of the relevant Reference Entity" and the words "Exercise Amount" in sub-paragraph (a) thereof.

13. Amendment to definition of "Successor" in the Credit Linked Provisions

Paragraph (ii) of the definition of "Successor" in the Credit Linked Provisions shall be deemed to be amended by the addition of the following after "the relevant Credit Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations":

"As soon as reasonably practicable after receipt of a Successor Notice from the Calculation Agent, the Company shall inform the Certificateholders in accordance with Condition 17 (*Notices*) of the succession in respect of which a Succession Date has occurred."

14. Additional Definitions

For the purposes hereof:

"**Affected Reference Entity**" means, in respect of a Specified Payment Date, that the Reference Entity was a Non-Determined Reference Entity as of the Specified Payment Cut-off Date relating to that Specified Payment Date (in each case determined by reference to Greenwich Mean Time (or, if the Transaction Type of the Reference Entity relates to Japan, Tokyo time)) or that a Deferral Notice has been given to the Company after the Specified Payment Cut-off Date relating to that Specified Payment Date but on or prior to that Specified Payment Date (in each case determined by reference to Greenwich Mean Time).

"**Applicable Event Determination Date**" means, in respect of a Specified Payment Date, an Event Determination Date that occurs on or before the Latest Potential Event Determination Date with respect to the Reference Entity and for which the

related Credit Event occurred on or after the Credit Event Backstop Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the Reference Entity relates to Japan, Tokyo time)) and on or prior to the Specified Payment Extension Date relating to that Specified Payment Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the Reference Entity relates to Japan, Tokyo time)).

"**Applicable Price**" means Auction Final Price or Final Price (as applicable).

"**Applicable Resolution**" means a DC Resolution in respect of an Applicable Request.

"**Applicable Request**" means a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve whether an event which would constitute (i) a Credit Event for the purposes of the Hypothetical Credit Derivative Transaction has occurred, (ii) if "Repudiation/Moratorium" is specified as applicable to the Reference Entity in the relevant Standard, a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the Reference Entity and that such event occurred on or prior to the Credit Observation End Date or (iii) if "Failure to Pay" and "Grace Period Extension" are specified as applicable to the Reference Entity in the relevant Standard, an event that constitutes a Potential Failure to Pay has occurred with respect to an Obligation of the Reference Entity and such event occurred on or prior to the Credit Observation End Date.

"**Deferral Notice**" means, with respect to a Reference Entity and any Specified Payment Date, an irrevocable notice from the Calculation Agent to the Company which may only be delivered after the Specified Payment Cut-off Date relating to such Specified Payment Date and on or prior to such Specified Payment Date and which states that in the opinion of the Calculation Agent, acting in good faith:

(i) a Credit Event has occurred or might occur in respect of such Reference Entity on or prior to the Specified Payment Extension Date relating to such Specified Payment Date and to the relevant Credit Event (in circumstances where no Event Determination Date has occurred with respect to such Credit Event on or prior to

the Specified Payment Cut-off Date relating to such Specified Payment Date); or

(ii) a Potential Failure to Pay has occurred or might occur in respect of such Reference Entity on or prior to such Specified Payment Date; or

(iii) a Potential Repudiation/Moratorium has occurred or might occur on or prior to such Specified Payment Date; or

(iv) a Credit Event Resolution Request Date has occurred after the Specified Payment Cut-off Date.

A Deferral Notice is subject to the requirements regarding notices set forth in Credit Linked Provision 8.

"**Deferred Interest Payment Date**" means the day falling five Payment Business Days following the Determination Date determined pursuant to paragraphs (i) or (ii)(b) of the definition of Determination Date.

"**Determination Date**" means, in respect of a Reference Entity that was an Affected Reference Entity in respect of a Specified Payment Date (the "**Relevant Specified Payment Date**"):

(i) where no Applicable Event Determination Date has occurred with respect to the Reference Entity and the Relevant Specified Payment Date on or before the Latest EDD Trigger Date, the Latest EDD Trigger Date, provided that at any time prior to the occurrence of an Applicable Event Determination Date the Calculation Agent may designate a day falling prior to the Latest EDD Trigger Date as the Determination Date for purposes of this sub-paragraph (i); and

(ii) where an Applicable Event Determination Date has occurred with respect to the Reference Entity and the Relevant Specified Payment Date, the earlier of:

(a) the date (if any) on which the Applicable Price is determined in relation to the Applicable Event Determination Date in respect of the Reference Entity and the Relevant Specified Payment Date, provided that such date is not also a date on which the DC Secretary makes

a public announcement as described in sub-paragraph (b) below; and

(b) the date (if any) on which the DC Secretary subsequently makes a public announcement that either (i) an Applicable Resolution has resolved that the Credit Event to which such Event Determination Date relates has not occurred with respect to the Reference Entity or (ii) the Applicable Resolution determines that a Credit Event has occurred with respect to the Reference Entity but that the date of occurrence of such event was after the Specified Payment Extension Date relating to the Relevant Specified Payment Date.

"**Fund Letter Agreement**" means a letter agreement entered into between, amongst others, the Company, the Trustee, the Broker and the Fund dated the Issue Date.

"**Latest EDD Trigger Date**" means, in respect of a Specified Payment Date, the last day of the Specified Payment Notice Delivery Period, save that:

(i) if a Credit Event Resolution Request Date occurs on or prior to the last day of the Specified Payment Notice Delivery Period and a DC Credit Event Announcement occurs in respect of the related DC Credit Event Question, then the Latest EDD Trigger Date shall be:

(a) the date on which the DC Credit Event Announcement occurs if the relevant Credit Event is not an M(M)R Restructuring and either (1) if "Auction Settlement" is specified as the Settlement Method, the Trade Date in respect of the relevant Reference Entity occurs on or prior to a DC Announcement Coverage Cut-off Date, or (2) if "Auction Settlement" is not specified as the Settlement Method, the Trade Date in respect of the relevant Reference Entity occurs on or prior to the date of the relevant DC Credit Event Announcement;

(b) the Exercise Cut-off Date if the relevant Credit Event is an M(M)R Restructuring; or

(c) the later of (1) the last day of the Specified Payment Notice Delivery Period and (2) the fourteenth calendar day following the first date on which the relevant DC Credit Event Announcement is made, if (A) the relevant Credit Event is not an M(M)R Restructuring, (B) "Auction Settlement" is not specified as the Settlement Method, and (C) the Trade Date occurs following the date of the related DC Credit Event Announcement and on or prior to a DC Announcement Coverage Cut-off Date;

(ii) if a Credit Event Resolution Request Date occurs on or prior to the last day of the Specified Payment Notice Delivery Period and a DC Credit Event Question Dismissal is made, then the Latest EDD Trigger Date shall be the later of the last day of the Specified Payment Notice Delivery Period and the last day of the Post Dismissal Additional Period; and

(iii) if a Credit Event Resolution Request Date occurs on or prior to the last day of the Specified Payment Notice Delivery Period and a DC No Credit Event Announcement occurs in respect of the Applicable Request, then the Latest EDD Trigger Date shall be the first date on which the relevant DC No Credit Event Announcement is made.

"**Latest Potential Event Determination Date**" means, in respect of a Specified Payment Date, the last day of the Specified Payment Notice Delivery Period, save that:

(i) if a Credit Event Resolution Request Date occurs on or prior to the last day of the Specified Payment Notice Delivery Period and a DC Credit Event Announcement occurs in respect of the related DC Credit Event Question, then the Latest Potential Event Determination Date shall be:

(a) the Credit Event Resolution Request Date if the relevant Credit Event is not an M(M)R Restructuring and either

(1) if "Auction Settlement" is specified as the Settlement Method, the Trade Date in respect of the relevant Reference Entity occurs on or prior to a DC Announcement Coverage Cut-off Date, or (2) if "Auction Settlement" is not specified as the Settlement Method, the Trade Date in respect of the relevant Reference Entity occurs on or prior to the date of the relevant DC Credit Event Announcement;

(b) the Credit Event Resolution Request Date if the relevant Credit Event is an M(M)R Restructuring; or

(c) the later of (1) the last day of the Specified Payment Notice Delivery Period and (2) the fourteenth calendar day following the first date on which the relevant DC Credit Event Announcement is made, if (A) the relevant Credit Event is not an M(M)R Restructuring, (B) "Auction Settlement" is not specified as the Settlement Method and (C) the Trade Date occurs following the relevant DC Credit Event Announcement and on or prior to a DC Announcement Coverage Cut-off Date; and

(ii) if a Credit Event Resolution Request Date occurs on or prior to the last day of the Specified Payment Notice Delivery Period and a DC Credit Event Question Dismissal is made, then the Latest Potential Event Determination Date shall be the later of (i) the last day of the Specified Payment Notice Delivery Period and (ii) the fourteenth calendar day following the first date on which DC Credit Event Question Dismissal is made.

"**Non-Determined Reference Entity**" means, in respect of any day, the Reference Entity is a Reference Entity in respect of which (i) an Event Determination Date has occurred and been determined on or prior to that day (and such Event Determination Date has not, in accordance with the Credit Linked Provisions, been reversed or otherwise deemed not to have occurred, on or prior to such day) and no Applicable Price has been determined in respect of the relevant Credit Event, (ii) an Uncured Default in respect of a Potential

Event applicable to that Reference Entity exists on that day where such Potential Event has occurred on or before the Credit Observation End Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the Reference Entity relates to Japan, Tokyo time)) or (iii) an Applicable Request has been made for which there has not been an Applicable Resolution.

"**Potential Event**" means (i) if "Failure to Pay" and "Grace Period Extension" are specified as applicable to the Reference Entity in the relevant Standard, a Potential Failure to Pay or (ii) if "Repudiation/Moratorium" is specified as applicable to the Reference Entity in the relevant Standard, a Potential Repudiation/Moratorium.

"**Specified Payment Cut-off Date**" means (i) in respect of the Certificates and (a) any date which is an Interest Payment Date, the third Payment Business Day preceding such Interest Payment Date, and (b) any other date, the third Payment Business Day preceding such date.

"**Specified Payment Date**" means, in respect of the Certificates, each Interest Payment Date and the Scheduled Maturity Date.

"**Specified Payment Extension Date**" means, in respect of a Specified Payment Date, the latest of (i) the Specified Payment Date, (ii) the Grace Period Extension Date if (a) "Potential Failure to Pay" is specified as applicable to the relevant Reference Entity in the Standard, (b) the Credit Event that is the subject of the Credit Event Notice or the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, as applicable, is a Failure to Pay that occurs after the relevant Specified Payment Date, and (c) the Potential Failure to Pay with respect to such Failure to Pay occurs on or prior to the relevant Specified Payment Date, and (iii) the Repudiation/Moratorium Evaluation Date if (a) "Potential Repudiation/Moratorium" is specified as applicable to the Reference Entity in the relevant Standard, (b) the Credit Event that is the subject of the Credit Event Notice or the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, as applicable, is a Repudiation/Moratorium for which the event described in sub-paragraph (ii) of the definition "Repudiation/Moratorium" in section 12 (*Definitions*) of the Credit Provisions Annex occurs after the relevant Specified Payment Date, (c) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium occurs on or prior to

the relevant Specified Payment Date, and (d) the Repudiation/Moratorium Extension Condition is satisfied (but with references in the definition of "Repudiation/Moratorium Extension Condition" to the Credit Observation End Date being construed as references to the relevant Specified Payment Date).

"**Specified Payment Notice Delivery Period**" means, in respect of a Specified Payment Date and a Reference Entity, the period from and including the Trade Date to and including the date that is fourteen calendar days after the related Specified Payment Extension Date.

"**Uncured Default**" means, with respect to a Reference Entity and any day falling on or prior to the Credit Observation End Date:

(i) in respect of a Reference Entity for which Failure to Pay is applicable, (a) the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Failure to Pay has occurred with respect to an Obligation of the relevant Reference Entity on or prior to such day or (b) the Calculation Agent reasonably determines that an event that constitutes a Potential Failure to Pay has occurred on or prior to such day, provided that such determination is not contrary to any determination of a Credit Derivatives Determinations Committee; or

(ii) (a) the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the relevant Reference Entity on or prior to such day or (b) the Calculation Agent has delivered a Repudiation/Moratorium Extension Notice in respect of a Potential Repudiation/Moratorium which occurred on or prior to such day, provided that such notice is not contrary to any determination of a Credit Derivatives Determinations Committee, and (x) no Event Determination Date as a result of a related Failure to Pay (in the case of a Potential Failure to Pay) or a related Repudiation/Moratorium (in the case of a Potential Repudiation/Moratorium) has

occurred as at the time the relevant determination of whether an Uncured Default exists is being made and (y) the Calculation Agent reasonably determines that a related Failure to Pay (in the case of a Potential Failure to Pay) or a related Repudiation/Moratorium (in the case of a Potential Repudiation/Moratorium) might occur. Notwithstanding the above, where the above conditions are satisfied on any date and the relevant Reference Entity is, as a result, treated as being subject to an Uncured Default and this leads to a reduction in payments due on a particular date, any subsequent announcement of the DC Secretary, that would cause such conditions to be deemed not satisfied, shall not invalidate the determination of there being an Uncured Default in respect of such Specified Payment Date and such reduction.

SCHEDULE 1 CREDIT LINKED PROVISIONS

These Credit Linked Provisions are incorporated into, and form part of, the relevant Pricing Conditions and set forth important provisions relating to the contingent nature of the obligations on the Company to pay principal and interest on the Certificates. Unless otherwise defined herein, terms used in these Credit Linked Provisions shall have the meanings ascribed to them elsewhere in the relevant Pricing Conditions or the Master Conditions set out in this Prospectus, as applicable. To the extent any provision in these Credit Linked Provisions conflicts with any other provision in the relevant Pricing Conditions or such Master Conditions, the provision in the relevant Pricing Conditions or such Master Conditions, as applicable, will govern.

All calculations and determinations made by the Calculation Agent in relation to the Certificates shall (save in the case of manifest error at the time the relevant determination is made) be final and binding on the Company, the Trustee, the Agents and the Certificateholders. The Calculation Agent shall not be required to consult with any other party in relation to any determination or calculation made by the Calculation Agent. The Calculation Agent shall have no liability to any person as a result of relying on a resolution of a Credit Derivatives Determinations Committee.

These Credit Linked Provisions apply to Certificates for which the Certificateholders are sellers of credit protection.

1 Auction Settlement

Subject as provided below and in Credit Linked Provision 7 (*Credit Event Notice after M(M)R Restructuring*), if an Event Determination Date has occurred with respect to a Reference Entity and "Auction Settlement" is specified as the Settlement Method with respect to such Reference Entity in the relevant Pricing Conditions, Auction Settlement shall apply and, for the purposes of Condition 10(a) (*Final Redemption*), the Redemption Amount in respect of each Certificate shall be an amount in the Relevant Currency set out in the applicable Pricing Conditions and calculated by the Calculation Agent.

If, with respect to a Reference Entity and a Credit Event:

(i) an Auction Cancellation Date occurs;

(ii) a No Auction Announcement Date occurs (and, in circumstances where such No Auction Announcement Date occurs pursuant to sub-paragraphs (ii) or (iii) of the definition of No Auction Announcement Date), the Calculation Agent has not exercised the Movement Option);

(iii) a DC Credit Event Question Dismissal occurs; or

(iv) an Event Determination Date was determined pursuant to sub-paragraph (i)(a) of the definition of Event Determination Date or sub-paragraph (i) of the definition of Non-Standard Event Determination Date and, in either case, no Credit Event Resolution Request Date has occurred on or prior to the date falling three Payment Business Days after such Event Determination Date,

then the Fallback Settlement Method shall apply.

If an Event Determination Date occurs and the Certificates become redeemable in accordance with the Conditions, upon payment of the Redemption Amount in respect of the Certificates, the Company shall have discharged its obligations in respect of the Certificates and shall have no other liability or obligation whatsoever in respect thereof. The Redemption Amount in respect of the Certificates may be less than the original amount invested.

2 Cash Settlement

Subject as provided in Credit Linked Provision 7 (*Credit Event Notice after M(M)R Restructuring*), if an Event Determination Date has occurred with respect to a Reference Entity and "Cash Settlement" is

specified as the Settlement Method with respect to such Reference Entity or "Cash Settlement" is deemed to be applicable with respect to such Reference Entity in accordance with Credit Linked Provision 1 (*Auction Settlement*), Cash Settlement shall apply and for the purposes of Condition 10(a) (*Final Redemption*), the Redemption Amount in respect of each Certificate shall be an amount in the Specified Currency set out in the applicable Pricing Conditions and calculated by the Calculation Agent.

If an Event Determination Date occurs and the Certificates become redeemable in accordance with the Conditions, upon payment of the Redemption Amount in respect of the Certificates, the Company shall have discharged its obligations in respect of the Certificates and shall have no other liability or obligation whatsoever in respect thereof. The Redemption Amount in respect of the Certificates may be less than the original amount invested.

3 Potential Postponement of the Maturity Date

3.1 Repudiation/Moratorium Extension

If Repudiation/Moratorium is specified as a Credit Event in respect of a Reference Entity, the provisions of this Credit Linked Provision 3.1 (*Repudiation/Moratorium Extension*) shall apply.

Where an Event Determination Date has not occurred on or prior to the Scheduled Maturity Date but the Repudiation/Moratorium Extension Condition has been satisfied on or prior to the Scheduled Maturity Date or, if sub-paragraph (ii) of Credit Linked Provision 3.3 (*Maturity Date Extension*) applies, the Postponed Maturity Date and the Repudiation/Moratorium Evaluation Date in respect of the Potential Repudiation/Moratorium will in the sole determination of the Calculation Agent fall after the Scheduled Maturity Date or the Postponed Maturity Date (as applicable), then the Calculation Agent shall notify the Certificateholders in accordance with Condition 17 (*Notices*) that a Potential Repudiation/Moratorium has occurred and:

(i) where a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date, and in the case of Certificates that pay an Interest Amount, the Company shall be obliged to pay (a) the Interest Amount in respect of the Interest Accrual Period ending on (but excluding) the Scheduled Maturity Date and (b) additional interest calculated as provided herein on the basis of an additional Interest Accrual Period in respect of the Certificates commencing on (and including) the Scheduled Maturity Date and ending on (but excluding) the Repudiation/Moratorium Evaluation Date and determined by applying an overnight deposit rate determined by the Calculation Agent in its sole and absolute discretion from such source(s) as it may select for such day to the Denomination, but shall only be obliged to make such payment of interest on the third Business Day following the Repudiation/Moratorium Evaluation Date and no further or other amount in respect of interest or such delay shall be payable; or

(ii) where a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date and an Event Determination Date has occurred, the provisions of Credit Linked Provision 1 (*Auction Settlement*) and/or 2 (*Cash Settlement*), as applicable, shall apply to the Certificates.

3.2 Grace Period Extension

If Grace Period Extension is specified as applicable in respect of a Reference Entity, the provisions of this Credit Linked Provision 3.2 (*Grace Period Extension*) shall apply.

Where an Event Determination Date has not occurred on or prior to the Scheduled Maturity Date but a Potential Failure to Pay has occurred with respect to one or more Obligation(s) in respect of which a Grace Period is applicable on or prior to the Scheduled Maturity Date (and such Grace Period(s) is/are continuing as at the Scheduled Maturity Date), then:

(iii) where a Failure to Pay has not occurred on or prior to the Grace Period Extension Date, and in the case of Certificates that pay an Interest Amount, the Company shall be obliged to pay (a) the Interest Amount in respect of the Interest Accrual Period ending on (but excluding) the Scheduled Maturity Date and (b) additional interest calculated as provided herein on the basis of an additional Interest Accrual Period in respect of the Certificates commencing on (and including) the Scheduled Maturity Date and ending on (but excluding) the Grace Period Extension Date and determined by applying an overnight deposit rate determined by the Calculation Agent in its sole and absolute discretion from such source(s) as it may select for such day to the Denomination, but shall only be obliged to make such payment of interest on the third Business Day following the last day of the Notice Delivery Period and no further or other amount in respect of interest or such delay shall be payable; or

(iv) where a Failure to Pay has occurred on or prior to the Grace Period Extension Date and an Event Determination Date has occurred, the provisions of Credit Linked Provision 1 (*Auction Settlement*) and/or 2 (*Cash Settlement*), as applicable, shall apply to the Certificates.

3.3 Maturity Date Extension

If:

(i) on (a) the Scheduled Maturity Date or (b), if applicable, the Repudiation/Moratorium Evaluation Date, or (c) the Grace Period Extension Date, as the case may be, an Event Determination Date has not occurred but, in the opinion of the Calculation Agent, acting in good faith, a Credit Event may have occurred; or

(ii) on the Scheduled Maturity Date, in the opinion of the Calculation Agent, a Potential Repudiation/Moratorium may have occurred,

the Calculation Agent shall notify the Certificateholders in accordance with Condition 17 (*Notices*) that the Maturity Date has been postponed to a date (such date the "**Postponed Maturity Date**") specified in such notice falling 90 calendar days after the Scheduled Maturity Date, the Repudiation/Moratorium Evaluation Date or the Grace Period Extension Date, as the case may be, or if such date is not a Business Day, the immediately succeeding Business Day and:

(A) in respect of (i) above, if an Event Determination Date has not occurred on or prior to the Postponed Maturity Date or, in respect of (ii) above, the Repudiation Moratorium Extension Condition is not satisfied on or prior to the Postponed Maturity Date, and in the case of Certificates that pay an Interest Amount, the Company shall be obliged to pay (I) the Interest Amount in respect of the Interest Accrual Period ending on (but excluding) the Scheduled Maturity Date and (II) additional interest calculated as provided herein on the basis of an additional Interest Accrual Period in respect of the Certificates commencing on (and including) the Scheduled Maturity Date, the Repudiation/Moratorium Evaluation Date or the Grace Period Extension Date, as the case may be, and ending on (but excluding) the Postponed Maturity Date and determined by applying an overnight deposit rate determined by the Calculation Agent in its sole and absolute discretion from such source(s) as it may select for such day to the Denomination, but shall only be obliged to make such payment of interest on the third Business Day following the Postponed Maturity Date and no further or other amount in respect of interest or such delay shall be payable; or

(B) where:

(I) in respect of (i) above, an Event Determination Date has occurred on or prior to the Postponed Maturity Date, the provisions of Credit Linked Provision 1 (*Auction*

Settlement) and/or 2 (*Cash Settlement*), as applicable, shall apply to the Certificates; or

(II) in respect of (ii) above, the Repudiation/Moratorium Extension Condition is satisfied on or prior to the Postponed Maturity Date, and the provisions of Credit Linked Provision 3.1 (*Repudiation/Moratorium Extension*) shall apply to the Certificates.

4 Interest Provisions

Interest will accrue on the Certificates for each Interest Accrual Period in accordance with, and subject to, Condition 6 (*Interest*), except that:

(i) the final Interest Accrual Period will end on, and exclude, the earliest to occur of:

(a) the Scheduled Maturity Date; and

(b) the Interest Payment Date immediately preceding the final Event Determination Date; and

(ii) notwithstanding (i) above, if the final Event Determination Date falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Certificates.

5 Method for Determining Obligations

(i) For the purposes of sub-paragraph (i) of the definition of Obligation, the term "Obligation" may be defined as each obligation of a Reference Entity described by the Obligation Category specified as being applicable in the relevant Standard, and having each of the Obligation Characteristics (if any) specified in the relevant Standard, in each case, immediately prior to the Credit Event which is the subject of either the Credit Event Notice or the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, as applicable.

(ii) If either of the Obligation Characteristics "Listed" or "Not Domestic Issuance" is specified as being applicable in the Standard, the relevant Pricing Conditions shall be construed as though the relevant Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds.

6 Method for Determining Valuation Obligations

(i) For the purposes of sub-paragraph (i) of the definition of Valuation Obligation, the term "Valuation Obligation" may be defined as each obligation of a Reference Entity described by the Valuation Obligation Category as being applicable in the Standard and subject to below, having each of the Valuation Obligation Characteristics, if any, specified as being applicable in the Standard, in each case, as of the Valuation Date.

(ii) If (a) any of the Valuation Obligation Characteristics "Listed", "Not Domestic Issuance" or "Not Bearer" are specified as being applicable in the Standard, the applicable Pricing Conditions shall be construed as though such Valuation Obligation Characteristic had been specified as a Valuation Obligation Characteristic only with respect to Bonds, (b) the Valuation Obligation Characteristic "Transferable" is specified as being applicable in the Standard, the applicable Pricing Conditions shall be construed as though such Valuation Obligation Characteristic had been specified as a Valuation Obligation Characteristic only with respect to Valuation Obligations that are not Loans, or (c) any of the Valuation Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified as being applicable in the Standard, the relevant Pricing Conditions shall be construed as though such Valuation Obligation Characteristic had been specified as a Valuation Obligation Characteristic only with respect to Loans.

(iii) If more than one of "Assignable Loan", "Consent Required Loan" and "Direct Loan Participation" are specified as Valuation Obligation Characteristics in the Standard, the Valuation Obligations may include any Loan that satisfies any one of such Valuation Obligation Characteristics specified and need not satisfy all such Valuation Obligation Characteristics.

(iv) If an Obligation or a Valuation Obligation is a Relevant Guarantee, the following will apply:

(a) For purposes of the application of the "Obligation Category" or the "Valuation Obligation Category", the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation;

(b) For purposes of the application of the Obligation Characteristics or the Valuation Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or Valuation Obligation Characteristics, if any, specified in the Standard from the following list: "Not Subordinated", "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law";

(c) For purposes of the application of the Obligation Characteristics or the Valuation Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or Valuation Obligation Characteristics, if any, specified in the Standard from the following list: "Listed", "Not Domestic Issuance", "Assignable Loan", "Consent Required Loan", "Direct Loan Participation", "Transferable", "Maximum Maturity", "Accelerated" or "Matured", and "Not Bearer"; and

(d) For purposes of the application of the Obligation Characteristics or the Valuation Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.

(v) For purposes of the application of the Valuation Obligation Characteristic "Maximum Maturity", remaining maturity shall be determined on the basis of the terms of the Valuation Obligation in effect at the time of making such determination and, in the case of a Valuation Obligation that is due and payable, the remaining maturity shall be zero.

(vi) If "Financial Reference Entity Terms" and "Governmental Intervention" are specified as being applicable in the Standard, if an obligation would otherwise satisfy a particular Obligation Characteristic or Valuation Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic or Valuation Obligation Characteristic.

(vii) For purposes of determining the applicability of Valuation Obligation Characteristics and the requirements specified in sub-paragraphs (ix) and (x) below in respect of a Prior Valuation Obligation or a Package Observable Bond, any such determination shall be made by reference to the terms of the relevant obligation in effect immediately prior to the Asset Package Credit Event.

(viii) If "Subordinated European Insurance Terms" is specified as being applicable in the Standard, if an obligation would otherwise satisfy the "Maximum Maturity" Valuation Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Valuation Obligation Characteristic.

(ix) If, for the purpose of a Reference Entity in respect of which a Restructuring has occurred, "Mod R" is specified as being applicable in the Standard, and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Valuation Obligation is a Prior Valuation

Obligation and Asset Package Valuation applies due to a Governmental Intervention, the Valuation Obligation may only be an obligation which, as determined by the Calculation Agent (in its sole discretion), (A) is a Fully Transferable Obligation and (B) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date, in each case, as of the Valuation Date.

(x) If, for the purpose of a Reference Entity in respect of which a Restructuring has occurred, "Mod Mod R" is specified as being applicable in the Standard, and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Valuation Obligation is a Prior Valuation Obligation and Asset Package Valuation applies due to a Governmental Intervention, a Valuation Obligation may only be an obligation which, as determined by the Calculation Agent (in its sole discretion), (A) is a Conditionally Transferable Obligation and (B) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of the Valuation Date. Notwithstanding the foregoing, for purposes of this sub-paragraph (x), in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10-year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

(xi) For the purposes of making a determination pursuant to sub-paragraphs (ix) and (x) above, the final maturity date shall, subject to sub-paragraph (x) above, be determined on the basis of the terms of the Valuation Obligation in effect at the time of making such determination and, in the case of a Valuation Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

(xii) In selecting any Valuation Obligations hereunder, the Calculation Agent is under no obligation to the Certificateholders or any other person and, provided that the obligation selected meets the criteria in the definition of "Valuation Obligation", is entitled, and indeed will endeavour, to select obligations with the lowest price of any obligations which meet such criteria, but will not be liable to any person if a lower price is obtained as a result of that selection than would have been obtained if a different selection had been made, or for any other consequence of the relevant selection. In making any selection, the Calculation Agent will not be liable to account to the Certificateholders or any other person for any profit or other benefit to it, the Counterparty or any of its affiliates which may result directly or indirectly from any such selection.

7 Credit Event Notice after M(M)R Restructuring

(i) Upon the occurrence of an M(M)R Restructuring with respect to a Reference Entity (other than where, following the associated Event Determination Date, the Remaining Credit Position of such Reference Entity is greater than zero) and subject as provided in the definition of "Credit Event", no further Event Determination Date, Potential Failure to Pay or Potential Repudiation/Moratorium may occur with respect to such Reference Entity.

(ii) Upon the occurrence of an Event Determination Date relating only to an M(M)R Restructuring with respect to a Reference Entity, the Calculation Agent may deliver multiple Credit Event Notices with respect to a Reference Entity that has been subject to an Event Determination Date relating only to an M(M)R Restructuring, each such Credit Event Notice that relates only to an M(M)R Restructuring specifying the relevant portion (as determined by the Calculation Agent in its sole discretion) of the Credit Position of the Reference Entity to which such Credit Event Notice applies (the "**Exercise Amount**").

Where the Credit Event Notice does not specify an Exercise Amount, the entire Credit Position (or, as the case may be, Remaining Credit Position) will be deemed to have been specified as the Exercise Amount.

(iii) Such Reference Entity shall be treated as a separate Defaulted Credit in respect of each relevant Exercise Amount and all provisions related to the calculation of principal and interest payable under the Certificates shall be construed accordingly.

(iv) Notwithstanding the provisions of these Credit Linked Provisions:

(a) where the Certificates provide that following the occurrence of an Event Determination Date (and satisfaction of any conditions related thereto) the Redemption Amount shall become due, the Redemption Amount shall not become due following the occurrence of an Event Determination Date relating only to an M(M)R Restructuring except for in respect of any Exercise Amount(s) specified; and

(b) once a Credit Event Notice relating only to an M(M)R Restructuring has been given in respect of a Reference Entity, any determination relating to any change or potential change in the amount(s) or timing(s) of interest and/or principal payable in respect of the Certificates, in relation to any Credit Event for which any Exercise Amount has been specified, shall only be in respect of any relevant Exercise Amount(s) specified as of the relevant date of determination, and otherwise shall be in respect of the entire Remaining Credit Position. For any Defaulted Credit in respect of which an Exercise Amount was not specified as of the relevant date of determination of such Defaulted Credit, after any relevant Exercise Amount is specified, the Remaining Credit Position shall be reduced accordingly and the provisions otherwise applicable in respect of such Defaulted Credit shall continue to apply to the extent of any Remaining Credit Position following such reduction.

(v) Where the Certificates provide that following the occurrence of an Event Determination Date (and satisfaction of any conditions related thereto) there shall be a Liquidation of the Outstanding Charged Assets, with respect to each Credit Event Notice (in the case of an M(M)R Restructuring) or Event Determination Date (in the case of any subsequent Credit Event that is not an M(M)R Restructuring) there shall be a Liquidation of a portion of the Outstanding Charged Assets by the Company subject to and in accordance with Condition 4(d), provided that for such purpose (x) the Outstanding Charged Assets to be Liquidated shall be a proportionate amount of the Outstanding Charged Assets equal to the proportion which the relevant Exercise Amount bears to the Credit Position of the relevant Defaulted Credit (subject to adjustment for rounding) and (y) the " Liquidation Period" shall be deemed to mean the period from and including the date on which the Broker is notified or otherwise becomes aware that an Event Determination Date has occurred to but excluding the date falling 7 Payment Business Days after such date.

For the purpose of calculating the Notional Swap Early Termination Amount, where applicable, references to interest and principal payable on the Outstanding Charged Assets (and Company Posted Collateral, if applicable) and interest and principal payable on the Certificates shall be deemed to refer to amounts payable on a proportion of the Outstanding Charged Assets (and Company Posted Collateral, if applicable) equal to the proportion to be Liquidated as provided above and to interest and principal which would have been payable in respect of the Exercise Amount, respectively. In the definition of "Liquidation Proceeds" references to the Outstanding Charged Assets and to the Company Posted Collateral shall be deemed to refer to a proportionate amount of the Outstanding Charged Assets and the Company Posted Collateral, respectively, equal to the proportion which the relevant Exercise Amount bears to the Credit Position of the relevant Defaulted Credit (subject to adjustment for rounding).

(vi) As used herein, "Remaining Credit Position" means, in respect of each Reference Entity in respect of which M(M)R Restructuring is specified as being applicable, at any time, the initial Credit Position of such Reference Entity, less the aggregate of all Exercise Amounts (if any) in respect of such Reference Entity. For all the purposes hereof, insofar as the Remaining Credit Position of any Reference Entity in respect of which M(M)R Restructuring is specified as being

applicable is, at any time, greater than zero, such Reference Entity shall be treated as a non-Defaulted Credit.

8 Timings and Requirements Regarding Notices

(i) Subject as provided in the following paragraph, the Calculation Agent will determine the day on which an event occurs for the purposes of these Credit Linked Provisions on the basis of the demarcation of days made by reference to Greenwich Mean Time (or, if the Transaction Type of the Reference Entity relates to Japan, Tokyo time), irrespective of the time zone in which such event occurred. Any event occurring after midnight shall be deemed to have occurred immediately prior to midnight.

(ii) Notwithstanding the foregoing paragraph or the definition of "Credit Event Notice", if a payment is not made by a Reference Entity on its due date or, as the case may be, on the final day of the relevant Grace Period, then such failure to make a payment shall be deemed to have occurred on such day prior to midnight Greenwich Mean Time (or, if the Transaction Type of the Reference Entity relates to Japan, Tokyo time), irrespective of the time zone of its place of payment.

(iii) Certain determinations made by the Calculation Agent hereunder relate to the applicability of certain ISDA or committee determinations, announcements, resolutions or other actions (each a "**Relevant Determination**") to the Certificates. Unless otherwise expressly stated herein, any dates and timings hereunder that are determined on the basis of the relevant dates and timings of any applicable Relevant Determination shall not be affected by any delay in the determination by the Calculation Agent that such Relevant Determination is applicable, but shall be determined on the basis of the relevant dates and timings of such applicable Relevant Determination without regard to any such delay. Unless the context otherwise requires, any capitalised term that is used and defined herein that is also defined for purposes of an applicable Relevant Determination shall, where used in connection with such Relevant Determination, have the meaning given to such term for purposes of such Relevant Determination but shall also relate to the corresponding term as defined herein.

(iv) Any notice or other communication given by one party to any other party must be in writing (including by facsimile or email) or by telephone, and will be subject to the requirements set forth in (v) or (vi) below.

(v) A notice delivered on or prior to 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day will be effective on such day. A notice delivered after 4:00 p.m. (Calculation Agent City time) on Calculation Agent City Business Day will be deemed effective on the next following Calculation Agent City Business Day, regardless of the form in which it is delivered.

(vi) For purposes of sub-paragraph (iv) above, a notice given by telephone will be deemed to have been delivered at the time the telephone conversation takes place. If the notice is delivered by telephone, a written confirmation of such notice will be executed and delivered confirming the substance of such notice within one Calculation Agent City Business Day of such notice. Failure to provide that written confirmation shall not affect the effectiveness of a notice given by telephone.

9 Inconsistency with determinations of the Credit Derivatives Determinations Committees

If any determination by the Calculation Agent is overruled by a decision of the Credit Derivatives Determinations Committees (a "**Committee Determination**") within 90 calendar days of such Calculation Agent's determination, provided that such Committee Determination is made at least five Business Days before the Maturity Date, the Calculation Agent's determination shall be substituted by the Committee Determination on and from the date of such determination and the Calculation Agent

shall, within a reasonable time period, make all necessary amendments to the terms of the Certificates or undertake all necessary actions to give effect to the adoption of the Committee Determination.

10 Effect of DC Resolutions

10.1 Settlement Suspension

If, following the occurrence of an Event Determination Date but prior to a Valuation Date, there is a DC Credit Event Meeting Announcement, the timing requirements contained in the definition of Valuation Date or any other provision of these Credit Linked Provisions or the Conditions that pertains to settlement, shall toll and remain suspended until the date of the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal. During such suspension period, the Calculation Agent is not obliged to, nor is it entitled to, take any action in connection with the settlement of any Defaulted Credit. Once the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal, as applicable, has occurred, the relevant timing requirements of the definition of Valuation Date, or any other provision of these Credit Linked Provisions or the Conditions that pertains to settlement that have previously tolled or been suspended shall resume on the Payment Business Day following such public announcement by the DC Secretary with the Calculation Agent having the benefit of the full day notwithstanding when the tolling or suspension began in accordance with this Credit Linked Provision 10.1 (*Settlement Suspension*).

10.2 Effect of DC Resolutions

Any DC Resolution of the relevant Credit Derivatives Determinations Committee that is applicable to such Defaulted Credit, including a DC Resolution that reverses a previous DC Resolution, shall be binding on the Company and the Calculation Agent:

(i) provided that if the effect of a DC Resolution would be to reverse (a) a prior DC Resolution of the relevant Credit Derivatives Determinations Committee, (b) any determination made by the Calculation Agent that is effectively notified to the Company prior to the fifth Payment Business Day which immediately precedes the Successor Resolution Request Date or a Substitute Reference Obligation Resolution Request Date, as applicable, or (c) the occurrence of an Event Determination Date, that, in any case, has resulted in:

(a) the identification of one or more Successors;

(b) the identification of a Substitute Reference Obligation; or

(c) the occurrence of an Auction Final Price Determination Date, a Valuation Date or the Maturity Date (or, if earlier and only where the Certificates provide that on the occurrence of an Event Determination Date (and satisfaction of the conditions related thereto) there shall be a Liquidation of the Outstanding Charged Assets, the earliest date on which any Liquidation of Outstanding Charged Assets has been commenced by the Broker),

then such DC Resolution shall not be effective, or, in the case of a Valuation Date (or, if earlier and only where the Certificates provide that on the occurrence of an Event Determination Date (and satisfaction of the conditions related thereto) there shall be a Liquidation of the Outstanding Charged Assets, the earliest date on which any Liquidation of Outstanding Charged Assets has been commenced by the Broker) only, shall not be effective to the extent that a Valuation Date (or commencement of the Liquidation of Outstanding Charged Assets, if applicable) has occurred; and

(ii) notwithstanding:

(a) that the terms of these Credit Linked Provisions, as supplemented, or any provisions contained in the Conditions, as applicable, may require such determination to be made by the Calculation Agent;

(b) that in order to reach such DC Resolution, the relevant Credit Derivatives Determinations Committee may be required to Resolve one or more factual matters before being able to reach such DC Resolution; and

(c) any actual or perceived conflict of interest on the part of a DC Party, legal counsel or other third-party professional hired by such DC Party in connection with such DC Party's performance of its duties under the DC Rules.

11 Calculation Agent

All calculations and determinations made by the Calculation Agent in relation to the Certificates shall (save in the case of manifest error at the time the relevant determination is made) be final and binding on the Company, the Trustee, the Agents and the Certificateholders of the Certificates.

The Calculation Agent shall not be required to consult with any other party in relation to any determination or calculation made by the Calculation Agent.

The Calculation Agent shall have no liability to any person as a result of relying on a resolution of a Credit Derivatives Determinations Committee.

The Calculation Agent shall not be liable to any person for any delay in or failure to deliver any notices hereunder (including, without limitation, any Credit Event Notice) or for any differences in the timing of any notices delivered hereunder from that under any other transactions in respect of which the Calculation Agent or its Affiliates perform a similar role or are counterparties thereto. It is explicitly acknowledged (and shall be taken into account in any determination of whether it has been grossly negligent) that the Calculation Agent will also be performing calculations and other functions with respect to transactions other than the Certificates and that it may make the calculations required hereunder and other calculations and other functions required by such other transactions in such order as seems appropriate to it and shall not be liable for the order in which it elects to perform calculations or other functions or for any delay caused by electing to perform calculations and other functions for such other transactions prior to those required hereunder.

The rights and obligations of the Company and the Certificateholders under the Certificates are irrespective of the existence or amount of the Company's or the Certificateholders' credit exposure to a Reference Entity and no party need suffer any loss or provide evidence of any loss as a result of the occurrence of a Credit Event.

When determining the existence or occurrence of any Potential Failure to Pay, Potential Repudiation/Moratorium or any Credit Event, the Calculation Agent shall make such determination based on the occurrence of an event whether or not the occurrence of the relevant event arises directly or indirectly from or is subject to a defence based upon (a) any lack of alleged lack of authority or capacity of the relevant 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.

12 Definitions

"**Affiliate**" has the meaning given to that term in the standard form "2002 ISDA Master Agreement" (the "**2002 ISDA Master Agreement**").

"**Asset**" means each obligation, equity, amount of cash, security, fee (including any "early-bird" or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid or provided by the Reference Entity or a third party (or any value which was realised or capable of being realised in circumstances where the right and/or other asset no longer exists).

"**Asset Market Value**" means the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.

"**Asset Package**" means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or retained by a Relevant Certificateholder in connection with such relevant Asset Package Credit Event (which may include the Prior Valuation Obligation or Package Observable Bond, as the case may be). If the Relevant Certificateholder is offered a choice of Assets or a choice of combinations of Assets, the Asset Package will be the Largest Asset Package. If the Relevant Certificateholder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero.

"**Asset Package Credit Event**" means:

(i) if "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the Standard:

  (a) a Governmental Intervention; or

  (b) a Restructuring in respect of the Reference Obligation, if "Restructuring" is specified as applicable in the Standard and such Restructuring does not constitute a Governmental Intervention; and

(ii) if the Reference Entity is a Sovereign and "Restructuring" is specified as applicable in the Standard, a Restructuring,

in each case, whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement.

"**Asset Package Valuation**" will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or DC Credit Event Announcement applicable to the Event Determination Date, or (ii) if the Reference Entity is a Sovereign, no Package Observable Bond exists immediately prior to such Asset Package Credit Event.

"**Auction**" has the meaning set forth in the 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. Following the occurrence of an M(M)R Restructuring with respect to a Reference Entity, the Calculation Agent shall notify the Company, as soon as practicable after the publication of the Auction Final Price in respect of an Auction with respect to such M(M)R Restructuring, of the related Auction Final Price after determining the same in good faith and a commercially reasonable manner.

"**Auction Final Price Determination Date**" has the meaning set forth in the Transaction Auction Settlement.

"**Bankruptcy**" means a Reference Entity: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger), (ii) 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, (iii) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition

becomes effective, (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (a) 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 (b) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof, (v) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger), (vi) 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, (vii) 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 (viii) 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 (i) to (vii) (inclusive).

"**Calculation Agent City**" means the city specified as such in the Standard or, if a city is not so specified, the city in which the office through which the Calculation Agent is acting for the purposes of the Certificates is located.

"**Calculation Agent City Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the Calculation Agent City.

"**Conditionally Transferable Obligation**" means a Valuation 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 Valuation Obligation other than Bonds, in each case, as of the Valuation Date, provided, however, that a Valuation Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Valuation Obligation other than Bonds (or the consent of the relevant obligor if the Reference Entity is guaranteeing such Valuation Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Valuation Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Valuation Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Valuation Obligation shall not be considered to be a requirement for consent for purposes of this definition of Conditionally Transferable Obligation.

"**Conforming Reference Obligation**" means a Reference Obligation which is a Valuation Obligation determined in accordance with sub-paragraph (i) of the definition of Valuation Obligation.

"**Credit Derivatives Auction Settlement Terms**" means any Credit Derivatives Auction Settlement Terms published by ISDA, a form of which will be published by ISDA on its website at http://www.isda.org/ (or any successor website thereto) from time to time and may be amended from time to time.

"**Credit Derivatives Definitions**" means the 2014 ISDA Credit Derivatives Definitions as published by ISDA.

"**Credit Derivatives Determinations Committee**" means, with respect to a Reference Entity or an Obligation thereof, each committee established pursuant to the DC Rules for purposes of reaching certain DC Resolutions in connection with credit derivative transactions referencing such Reference Entity. For more information about the operation of the Credit Derivatives Determinations Committees, see "*Credit Derivatives Determinations Committees*" in Annex B hereto.

"**Credit Derivatives Physical Settlement Matrix**" means the "Credit Derivatives Physical Settlement Matrix", as most recently amended and supplemented as at the Trade Date and as published by ISDA

on its website at https://www.isda.org/ (or any successor website thereto), provided that the following amendments shall be deemed to have been made for the purposes of the Standard with respect to a Reference Entity:

(a) all rows shall be deemed deleted save for those named: Transaction Type; Business Day; Calculation Agent City; All Guarantees; Credit Events; Obligation Category; Obligation Characteristics; Deliverable Obligation Category; Deliverable Obligation Characteristics; Financial Reference Entity Terms; Subordinated European Insurance Terms; 2014 Sovereign No Asset Package Delivery Supplement to the 2014 ISDA Credit Derivatives Definitions (September 15, 2014), Additional Provisions for the Russian Federation (August 13, 2004); Hungary Additional Provisions; Additional Provisions for the Argentine Republic: Excluded Obligations and Excluded Deliverable Obligations (December 21, 2005); LPN Additional Provisions; Additional Provisions for STMicroelectronics NV (December 6, 2007); and Additional Provisions for the Hellenic Republic (May 29, 2012);

(b) following such deemed deletion, all references to Deliverable Obligation Category shall instead be deemed to be to Valuation Obligation Category and all references to Deliverable Obligation Characteristics shall instead be deemed to be to Valuation Obligation Characteristics.

(c) the Calculation Agent can deem such amendments to be made to the Credit Derivatives Physical Settlement Matrix and/or to any additional provisions or supplements referred to in paragraph (a) above as it determines necessary in order that the terminology and defined terms used therein correspond with those used in these Credit Linked Provisions;

(d) all references to Business Day shall be deemed to be to Payment Business Day or Valuation Business Day, as the context so requires, provided that, where the Credit Derivatives Physical settlement Matrix specifies a definition of Business Day, any locations therein not included in the definition of Valuation Business Day shall be added to the definition of Valuation Business Day as additional locations and the definition of Payment Business Day shall not be affected; and

(e) references to the relevant Confirmation shall be construed as references to the relevant Pricing Conditions in respect of the Certificates.

Notwithstanding anything to the contrary in the relevant Pricing Conditions and the Credit Derivatives Physical Settlement Matrix, the "Fallback Settlement Method" will be Cash Settlement, as described in the Credit Linked Provisions attached hereto as Annex A.

Material terms and conditions of the Certificates can only be ascertained by reviewing the relevant Credit Derivatives Physical Settlement Matrix, together with the terms set for the Credit Linked Provisions attached hereto as Annex A. Prospective investors and Certificateholders are strongly advised to obtain a copy of the relevant Credit Derivatives Physical Settlement Matrix and to review the applicable provisions thereof specified in such Credit Derivatives Physical Settlement Matrix as such provisions relate to the Reference Entity of a particular Transaction Type. A copy of the Credit Derivatives Physical Settlement Matrix with respect to the Certificates is available at https://www.isda.org/ (or any successor website thereto).

For the purposes of determining whether a Hypothetical Credit Derivative Transaction would be an Auction Covered Transaction, the Hypothetical Credit Derivative Transaction shall not be considered: (1) to be a transaction linked to any index or to a portfolio of entities, (2) to provide for a fixed recovery or final settlement amount, and (3) to provide that the Credit Derivatives Auction Settlement Terms would not apply.

In determining whether a Hypothetical Credit Derivative Transaction would be an Auction Covered Transaction, the Calculation Agent may (in its sole discretion) interpret the above provisions and resolve any ambiguity, having regard to market practice and interpretation.

"**Credit Event**" means the occurrence in respect of any Reference Entity or any Obligation of any Reference Entity of any of the events specified as being Credit Events applicable to such Reference Entity in the Standard. 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:

(i) any lack or alleged lack of authority or capacity of the Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;

(ii) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, 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.

Once an Event Determination Date has occurred with respect to a Reference Entity, no further Event Determination Date, Potential Failure to Pay or Potential Repudiation/Moratorium may occur with respect to such Reference Entity except:

(i) to the extent that such Reference Entity is the Successor to one or more other Reference Entities (or Successor thereof) in respect of which no Event Determination Date has previously occurred;

(ii) in the case of a Reference Entity in respect of which an M(M)R Restructuring is specified in the Standard and in respect of which an Event Determination Date relating only to an M(M)R Restructuring has occurred, to the extent of its Remaining Credit Position; and

(iii) to the extent, if any, that additional credit protection on such Reference Entity is subsequently obtained as may be permitted in accordance with the terms of the Certificates.

"**Credit Event Backstop Date**" means, with respect to a Reference Entity or an Obligation thereof:

(i) for purposes of any event that constitutes a Credit Event (or with respect to a Repudiation/Moratorium, if applicable, the event described in sub-paragraph (ii) of the definition of Repudiation/Moratorium), as determined by DC Resolution, the date that is sixty calendar days prior to the Credit Event Resolution Request Date, or

(ii) otherwise, the date that is sixty calendar days prior to the earlier of:

  (a) the Notice Delivery Date, if the Notice Delivery Date occurs during the Notice Delivery Period and

  (b) the Credit Event Resolution Request Date, if the Notice Delivery Date occurs during the Post Dismissal Additional Period.

The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

"**Credit Event Notice**" means, with respect to a Reference Entity, an irrevocable notice from the Calculation Agent to the Company that describes a Credit Event that occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date.

Any Credit Event Notice that describes a Credit Event that occurred after the Credit Observation End Date must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

A Credit Event Notice that describes a Credit Event other than an M(M)R Restructuring must be in respect of the full Credit Position.

A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event with respect to a Reference Entity has occurred. The Calculation Agent shall only deliver a Credit Event Notice where it determines that Publicly Available Information exists confirming the existence or occurrence of the relevant Credit Event and such Credit Event Notice shall contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. 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 DC Credit Event Question, the date as publicly announced by the DC Secretary that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC Credit Event Question.

"**Credit Observation End Date**" means the Scheduled Maturity Date or such other date as may be specified in the applicable Pricing Conditions.

"**Credit Observation Period**" means the period from and including the Credit Event Backstop Date to and including the Extension Date.

"**Credit Position**" means, subject to the other provisions hereof, in respect of each Reference Entity, the nominal amount outstanding of the Certificates, provided that if further Certificates are issued which form a single Series with the Certificates, the Credit Position in respect of each Reference Entity will be increased *pro rata* to the aggregate nominal amount of such further Certificates and if Certificates are repurchased and cancelled, the Credit Position in respect of each Reference Entity will be reduced *pro rata*.

"**DC Announcement Coverage Cut-off Date**" means, with respect to a DC Credit Event Announcement, the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is fourteen calendar days following the No Auction Announcement Date, if any, as applicable.

"**DC Credit Event Announcement**" means, with respect to a Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event, which would constitute a Credit Event, has occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date, provided that if the Credit Event occurred after the Credit Observation End Date, the DC Credit Event Announcement must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

"**DC Credit Event Meeting Announcement**" means, with respect to a Reference Entity, a public announcement by the DC Secretary that a Credit Derivatives Determinations Committee will be convened to Resolve the matters described in a DC Credit Event Question.

"**DC Credit Event Question**" means a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve whether an event, which would constitute a Credit Event for the purposes of the Hypothetical Credit Derivative Transaction has occurred.

"**DC Credit Event Question Dismissal**" means, with respect to a Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in a DC Credit Event Question.

"**DC No Credit Event Announcement**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that is the subject of a DC Credit Event Question does not constitute a Credit Event in respect of such Reference Entity (or Obligation thereof).

"**DC Party**" as used (i) herein shall mean, and (ii) in the DC Rules shall be deemed to mean, the Company.

"**DC Resolution**" has the meaning given to that term in the DC Rules.

"**DC Rules**" means the Credit Derivatives Determinations Committees Rules, as published by the DC Secretary on behalf of ISDA on its website at http://www.cdsdeterminationscommittees.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

"**DC Secretary**" has the meaning given to that term in the DC Rules.

"**Dealer**" means, as selected by the Calculation Agent in its sole discretion, dealers which are either (i) dealers in obligations of the type of obligations for which quotations are to be obtained (which may include any such dealer which is an Affiliate of the Calculation Agent) or (ii) named in the relevant Pricing Conditions, including the respective successors of such named dealers.

"**Default Requirement**" means the amount specified as being applicable to the Reference Entity in the Standard, or its equivalent in the relevant Obligation Currency (or, if no such amount is specified, USD 10,000,000 or its equivalent in the relevant Obligation Currency) in either case, as of the occurrence of the relevant Credit Event.

"**Defaulted Credit**" means, on any day, each Reference Entity in respect of which an Event Determination Date has occurred (save for where a Reference Entity is a Reference Entity in respect of which an Event Determination Date relating only to an M(M)R Restructuring has occurred, in which case that Reference Entity shall, in relation to the Remaining Credit Position, be treated as a non-Defaulted Credit).

"**Deliverable Obligation Provisions**" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

"**Deliverable Obligation Terms**" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

"**Domestic Currency**" means the currency specified as such in the Standard and any successor currency thereto (or if no such currency is specified, the lawful currency and any successor currency of (i) the Reference Entity, if the Reference Entity is a Sovereign, or (ii) the jurisdiction in which the Reference Entity is organized, if the Reference Entity is not a Sovereign).

"**Domestic Law**" means each of the laws of (i) a Reference Entity, if such Reference Entity is a Sovereign, or (ii) the jurisdiction in which the Reference Entity is organised, if such Reference Entity is not a Sovereign.

"**Downstream Affiliate**" means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than fifty per cent. owned, directly or indirectly, by a Reference Entity.

"**Due and Payable Amount**" means the amount that is due and payable by the Reference Entity under the obligation whether by reason of maturity, acceleration, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) less all or any portion of such amount which, pursuant to the terms of the obligation (a) is subject to any Prohibited Action, or (b) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (i) payment or (ii) a Permitted Contingency), in each case, determined in accordance with the terms of the obligation in effect on the Valuation Date.

"**Eligible Information**" means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

"**Eligible Transferee**" means:

(i) any

(a) bank or other financial institution;

(b) insurance or reinsurance company;

(c) mutual fund, unit trust or similar collective investment vehicle (other than an entity described in sub-paragraph (iii)(a) below); and

(d) 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 USD 500,000,000;

(ii) an Affiliate of an entity specified in sub-paragraph (i) above;

(iii) each of a corporation, partnership, proprietorship, organization, trust or other entity:

(a) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralized debt obligations, commercial paper conduit or other special purpose vehicle) that (I) has total assets of at least USD 100,000,000 or (II) is one of a group of investment vehicles under common control or management having, in aggregate, total assets of at least USD 100,000,000;

(b) that has total assets of at least USD 500,000,000; or

(c) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support or other agreement by an entity described in sub-paragraphs (i), (ii), (iii)(b) or (iv); or

(iv) (a) any Sovereign; or

(b) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

All references in this definition to USD include equivalent amounts in other currencies, as determined by the Calculation Agent.

"**Event Determination Date**" means, with respect to a Reference Entity and a Credit Event with respect to which:

(i) "**Auction Settlement**" is the applicable Settlement Method:

(a) subject to sub-paragraph (b) below, the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither (A) a DC Credit Event Announcement has occurred nor (B) a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice;

(b) notwithstanding sub-paragraph (a) above, the Credit Event Resolution Request Date, if a DC Credit Event Announcement has occurred, the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) and either:

(A) (I) the Credit Event is not an M(M)R Restructuring; and

(II) the Trade Date occurs on or prior to a DC Announcement Coverage Cut-off Date; or

(B) (I) the Credit Event is an M(M)R Restructuring; and

(II) a Credit Event Notice is delivered by the Calculation Agent to the Company and is effective during (A) the Notice Delivery Period and (B) on or prior to the Exercise Cut-off Date,

provided that, in respect of sub-paragraph (b) above:

(x) no Maturity Date has occurred on or prior to the date on which the DC Credit Event Meeting Announcement occurs;

(y) if any Valuation Date has occurred on or prior to the date on which the DC Credit Event Meeting Announcement occurs, an Event Determination Date shall be deemed to have occurred only with respect to any Credit Position (or the portion thereof) with respect to which no Valuation Date has occurred; and

(z) no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered by the Calculation Agent to the Company, (aa) unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, (bb) unless, and to the extent that, the Exercise Amount specified in such Credit Event Notice was less than the then outstanding Remaining Credit Position or (cc) unless the Hypothetical Credit Transaction would be an Auction Covered Transaction and the Deliverable Obligations set out in the Final List would be identical to the Permissible Deliverable Obligations for such Hypothetical Credit Derivative Transaction; or

(ii) sub-paragraph (i) above does not apply, the Non-Standard Event Determination Date.

Subject to Credit Linked Provision 10.2 (*Effect of DC Resolutions*), no Event Determination Date will occur with respect to an event, 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, prior to the Auction Final Price Determination Date a Valuation Date or the Maturity Date, as applicable (or, if earlier and only where the Certificates provide that on the occurrence of an Event Determination Date (and satisfaction of the conditions related thereto) there shall be a Liquidation of the Outstanding Charged Assets, the earliest date on which any Liquidation of Outstanding Charged Assets has been commenced by the Broker), a DC No Credit Event Announcement occurs with respect to such event.

If, in accordance with the provisions above, (i) following the determination of an Event Determination Date, such Event Determination Date is deemed (a) to have occurred on a date that is different from the date that was originally determined to be the Event Determination Date or (b) not to have occurred or (ii) an Event Determination Date is deemed to have occurred prior to a preceding Interest Payment Date, if any, the Calculation Agent will determine (A) such adjustment(s) to these Credit Linked Provisions (including any adjustment to payment amounts) as may be required to achieve as far as practicable the same economic position of Certificateholders of the Certificates as would have prevailed had an Event Determination Date not occurred on such deemed date of occurrence and (B) the effective date of such adjustment(s), including any reductions to the Redemption Amount necessary to reflect the fact that an Event Determination Date may have occurred prior to a preceding Interest Payment Date, if any.

"**Exclude Accrued Interest**" means that the Outstanding Principal Balance of the Valuation Obligation shall not include accrued but unpaid interest.

"**Excluded Obligation**" means, with respect to a Reference Entity:

(i) any obligation of such Reference Entity specified as such or of a type described in the relevant Pricing Conditions;

(ii) if "Financial Reference Entity Terms" is specified as applicable with respect to the relevant Reference Entity in the Standard and the associated Credit Position is a Senior Credit Position, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and

(iii) if "Financial Reference Entity Terms" is specified as applicable with respect to the relevant Reference Entity in the applicable Standard and the associated Credit Position is a Subordinated Credit Position, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

"**Excluded Valuation Obligation**" means, with respect to a Reference Entity:

(i) any obligation of such Reference Entity specified as such or of a type described in the relevant Pricing Conditions;

(ii) any principal only component of a Bond from which some or all of the interest components have been stripped; and

(iii) if Asset Package Valuation is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

"**Exercise Cut-off Date**" means either:

(i) with respect to an M(M)R Restructuring and a Reference Entity to which the definition of Event Determination Date applies:

  (a) if the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five Relevant City Business Days, in each case, following the date on which such Final List is published; or

  (b) otherwise, the date that is fourteen calendar days following the relevant No Auction Announcement Date; or

(ii) with respect to a Credit Event with respect to a Reference Entity to which the definition of Event Determination Date does not apply, the Non-Standard Exercise Cut-off Date;

or, in each case, such other date as the relevant Credit Derivatives Determinations Committee Resolves.

"**Expected Realisation**" means any contract of sale or arrangement made for redemption, realisation or repayment of any Outstanding Charged Assets entered into on or prior to the last day of the Liquidation Period where payment in respect thereof is not due to be received by the Broker or, as the case may be, the Custodian until after the last day of the Liquidation Period.

"**Extension Date**" means, with respect to a Reference Entity, the latest of:

(i) the Credit Observation End Date;

(ii) the Grace Period Extension Date if:

  (a) "Failure to Pay" and "Grace Period Extension" are specified as applicable to that Reference Entity in the Standard;

  (b) the Potential Failure to Pay with respect to the relevant Failure to Pay occurs on or prior to the Credit Observation End Date; and

(iii) the Repudiation/Moratorium Evaluation Date (if any) if "Repudiation/Moratorium" is specified as applicable to that Reference Entity in the Standard.

"**Failure to Pay**" means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure. If an occurrence that would constitute a Failure to Pay (i) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (ii) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

"**Fallback Settlement Method**" means, if Auction Settlement is specified as the Settlement Method in the relevant Pricing Conditions, Cash Settlement.

"**Final List**" means, in respect of an Auction, the final list of Deliverable Obligations for such Auctions as determined in accordance with Section 3.3(c) of the DC Rules.

"**Final Price**" means the price of the Valuation Obligation in respect of the Valuation Date, expressed as a percentage of its (i) Outstanding Principal Balance (in the case of a Valuation Obligation that is Borrowed Money) or (ii) Due and Payable Amount (in the case of a Valuation Obligation that is not Borrowed Money), determined by the Calculation Agent in accordance with the Valuation Method.

For such purpose, the relevant Valuation Obligation shall be a Valuation Obligation selected by the Calculation Agent (in its sole discretion) on or before the relevant Valuation Date.

If Asset Package Valuation applies:

(i) selection of a Prior Valuation Obligation or a Package Observable Bond may be substituted with the related Asset Package, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Valuation Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event;

(ii) the Calculation Agent may substitute the Prior Valuation Obligation or Package Observable Bond in part for each Asset in the Asset Package in the correct proportion; and

(iii) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the Asset shall be deemed to be an amount of cash equal to the Asset Market Value.

For the avoidance of doubt, if the Asset Package is deemed to be zero, the Final Price shall be zero.

"**Fixed Cap**" means, with respect to a Guarantee, a specified numerical limit or cap on the liability of a Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

"**Full Quotation**" means, in accordance with the Quotation Method, each firm quotation obtained from a Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Valuation Obligation with an Outstanding Principal Balance or Due and Payable Amount equal to the Quotation Amount.

"**Fully Transferable Obligation**" means a Valuation 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 Valuation Obligation other than Bonds, in each case, as of the Valuation Date. Any requirement that notification of novation, assignment or transfer of a Valuation Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent

for a Valuation Obligation shall not be considered to be a requirement for consent for purposes of this definition of Fully Transferable Obligation.

"**Further Subordinated Obligation**" means, if the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

"**Governmental Authority**" means:

(i) any *de facto or de jure* government (or any agency, instrumentality, ministry or department thereof);

(ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;

(iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Reference Entity or some or of all of its obligations; or

(iv) any other authority which is analogous to any of the entities specified in sub-paragraphs (i) to (iii) above.

"**Governmental Intervention**" means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

(i) any event which would affect creditors' rights so as to cause:

  (a) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);

  (b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

  (c) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or

  (d) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;

(ii) an expropriation, transfer or other event which mandatorily changes the beneficial Certificateholder of the Obligation;

(iii) a mandatory cancellation, conversion or exchange; or

(iv) any event which has an analogous effect to any of the events specified in sub-paragraphs (i) to (iii) above.

For purposes of this definition of Governmental Intervention, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee.

"**Grace Period**" means:

(i) subject to sub-paragraphs (ii) and (iii) below, the applicable grace period with respect to payments under and in accordance with the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;

(ii) if "Grace Period Extension" is specified as applicable with respect to a Reference Entity in the Standard, then with respect to such a Reference Entity in respect of which a Potential Failure to

Pay applies, a Potential Failure to Pay has occurred on or prior to the Credit Observation End Date and the applicable grace period cannot, by its terms, expire on or prior to the Credit Observation End Date, the Grace Period will be deemed to be the lesser of such grace period and, the period specified in the Standard or, if no such period is specified, thirty calendar days;

(iii) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless the Reference Entity is one in respect of which "Grace Period Extension" is specified as applicable in the Standard and Potential Failure to pay applies, such deemed Grace Period shall expire no later than the Credit Observation End Date; and

(iv) if the terms of the relevant Obligation are not publicly available such that the length of any grace period, conditions precedent to the commencement of any such grace period or whether any such conditions are satisfied cannot be established, it shall be deemed that the Grace Period is a period of thirty calendar days from the due date for payment and all conditions precedent to the commencement thereof were satisfied on such due 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 or, if a place or places are not so specified, (a) if the Obligation Currency is the euro, a TARGET2 Settlement Day, or (b) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

"**Grace Period Extension Date**" means, with respect to a Reference Entity, if (i) "Grace Period Extension" is specified as applicable to that Reference Entity in the Standard and (ii) a Potential Failure to Pay occurs on or prior to the Credit Observation End Date, the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay. If "Grace Period Extension" is not specified as applicable to that Reference Entity in the Standard, Grace Period Extension shall not apply to the Certificates.

If (i) Grace Period Extension is specified as applicable with respect to a Reference Entity, (ii) a Potential Failure to Pay occurs on or prior to the Credit Observation End Date and (iii) a Potential Failure to Pay results in a Credit Event after the Credit Observation End Date, but on or prior to the Extension Date, the Maturity Date will be the third Payment Business Day following the Valuation Date with respect to a Reference Entity.

"**Guarantee**" means a Relevant Guarantee or a guarantee which is the Reference Obligation.

"**Hypothetical Credit Derivative Transaction**" means, in relation to a Credit Event, a transaction that incorporates the Credit Derivatives definitions and in respect of which:

(a) the "Reference Entity" (as such term is used in the Credit Derivatives Definitions) is deemed to be the entity that is the subject of the relevant Credit Event;

(b) the "Scheduled Termination Date" (as such term is used in the Credit Derivatives Definitions) is deemed to be the same as the Credit Observation End Date in respect of the Certificates;

(c) an "Event Determination Date" (as such term is used in the Credit Derivatives Definitions) in relation to the relevant Credit Event is deemed to have occurred on the same date as the Event Determination Date applicable in respect of the Certificates;

(d) the "Deliverable Obligation Category" (as such term is used in the Credit Derivatives Definitions) is the same as the Valuation Obligation Category relating to such Reference Entity with respect to the Certificates;

(e) the "Deliverable Obligation Characteristics" (as such term is used in the Credit Derivatives Definitions) are the same as the Valuation Obligation Characteristics relating to such Reference Entity with respect to the Certificates; and

(f) the provisions contained in the Credit Derivatives Physical Settlement Matrix applicable to the "Transaction Type" specified in the Pricing Conditions in relation to the relevant Reference Entity are deemed applicable.

and the term "**Credit Derivatives Transaction**" as used in the relevant Credit Derivatives Auction Settlement Terms shall be deemed to refer to the relevant Hypothetical Credit Derivative Transaction.

For purposes of ascertaining whether the Hypothetical Credit Derivative Transaction would be an Auction Covered Transaction, the Hypothetical Credit Derivative Transaction shall not be considered: (1) to be a transaction linked to any index or to a portfolio of entities, (2) to provide for a fixed recovery of final settlement amount, and (3) to provide that the Credit Derivatives Auction Settlement Terms would not apply.

In determining whether a Hypothetical Credit Derivative Transaction would be an Auction Covered Transaction, the Calculation Agent may (in its sole discretion) interpret the above provisions and resolve any ambiguity, having regard to market practice and interpretation.

"**ISDA**" means the International Swaps and Derivatives Association, Inc.

"**Largest Asset Package**" means, in respect of a Prior Valuation Obligation or a Package Observable Bond, as the case may be, the package of Assets for which the greatest amount of principal has been or will be exchanged or converted (including by way of amendment), as determined by the Calculation Agent by reference to Eligible Information. If this cannot be determined, the Largest Asset Package will be the package of Assets with the highest immediately realizable value, determined by the Calculation Agent in accordance with the methodology, if any, determined by the relevant Credit Derivatives Determinations Committee.

"**Limitation Date**" means 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, 7.5 years, 10 years (the "**10-year Limitation Date**"), 12.5 years, 15 years, or 20 years, as applicable. Limitation Dates shall not be subject to adjustment in accordance with any Business Day Convention.

"**M(M)R Restructuring**" means a Restructuring Credit Event in respect of which either "**Mod R**" or "**Mod Mod R**" is specified as applicable in the Standard.

"**Market Value**" means, with respect to the Valuation Obligation and a Valuation Date:

(i) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);

(ii) if exactly three Full Quotations are obtained on the same Valuation Business Day in accordance with the definition of Quotation, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);

(iii) if exactly two Full Quotations are obtained on the same Valuation Business Day in accordance with the definition of Quotation, the arithmetic mean of such Full Quotations;

(iv) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained on the same Valuation Business Day in accordance with the definition of Quotation, such Weighted Average Quotation;

(v) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained on the same Valuation Business Day in accordance with the definition of Quotation, the Market Value shall be determined as provided in sub-paragraph (ii) of the definition of Quotation.

"**Maximum Quotation Amount**" means (i) where the Credit Position is not specified to be a percentage, the Credit Position of the relevant Reference Entity, save that in the case of a Reference Entity in respect of which an Event Determination Date relating only to an M(M)R Restructuring has occurred, the Maximum Quotation Amount shall be equal to the relevant Exercise Amount and (ii) where the Credit Position is specified to be a percentage, the amount specified in the Pricing Conditions or, if no such amount is specified in the Pricing Conditions, U.S.$100,000,000, save that in the case of a Reference Entity in respect of which an Event Determination Date relating only to an M(M)R Restructuring has occurred, the Maximum Quotation Amount shall be equal to the amount determined in accordance with the foregoing multiplied by the quotient of the relevant Exercise Amount (as numerator) and the Credit Position (as denominator).

"**Minimum Quotation Amount**" means the amount specified as such in the relevant Pricing Conditions or its equivalent in the relevant Obligation Currency (or, if no such amount is specified, USD 1,000,000 (or its equivalent in the relevant Obligation Currency)).

"**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 Valuation Obligation, the Limitation Date occurring on or immediately following the Credit Observation End Date. Subject to the foregoing, if the Credit Observation End Date is later than the 10-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Credit Observation End Date.

"**Movement Option**" means, with respect to an M(M)R Restructuring to which a No Auction Announcement Date has occurred pursuant to sub-paragraphs (ii) or (iii)(b) of the definition of No Auction Announcement Date, the option of the Calculation Agent, exercisable by delivery of an effective Notice to Exercise Movement Option to the Company, to apply the Parallel Auction Settlement Terms, if any, for purposes of which the Permissible Deliverable Obligations are more limited than the "Deliverable Obligations" that the "Buyer" in respect of a Hypothetical Credit Derivative Transaction could specify in any "Notice of Physical Settlement" under such Hypothetical Credit Derivative Transaction (where the foregoing terms, which appear in quotes, have the meanings given to them in such Hypothetical Credit Derivative Transaction) (provided that if more than one such set of Parallel Auction Settlement Terms are published, the Parallel Auction Settlement Terms specifying the greatest number of such Permissible Deliverable Obligations shall apply).

If the Calculation Agent does not deliver an effective Notice to Exercise Movement Option on or prior to the Movement Option Cut-off Date, such Credit Event will be subject to the Fallback Settlement Method.

"**Movement Option Cut-off Date**" means the date that is one Relevant City Business Day following the Exercise Cut-off Date, or such other date as the relevant Credit Derivatives Determinations Committee has Resolved.

"**Multiple Certificateholder Obligation**" means an Obligation that (i) at the time of the event which constitutes a Restructuring Credit Event is held by more than three Certificateholders that are not Affiliates of each other and (ii) with respect to which a percentage of Certificateholders (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 (ii).

"**No Auction Announcement Date**" means, with respect to a Reference Entity and a Credit Event, the date on which the DC Secretary first publicly announces that (i) no Transaction Auction Settlement Terms and, if applicable, no Parallel Auction Settlement Terms will be published, (ii) following the

occurrence of an M(M)R Restructuring with respect to a Reference Entity, no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published, or (iii) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held following a prior public announcement by the DC Secretary to the contrary, in circumstances where either (a) no Parallel Auction will be held, or (b) one or more Parallel Auctions will be held. For the avoidance of doubt, the No Auction Announcement Date shall be the date of the relevant announcement by the DC Secretary and not the date of any related determination by the Calculation Agent that such announcement relates to Transaction Auction Settlement Terms, Parallel Auction Settlement Terms or an Auction.

"**Non-Conforming Reference Obligation**" means a Reference Obligation which is not a Conforming Reference Obligation.

"**Non-Conforming Substitute Reference Obligation**" means an obligation which would be a Valuation Obligation determined in accordance with sub-paragraph (i) of the definition of Valuation Obligation on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable).

"**Non-Financial Instrument**" means any Asset which is not of the type typically traded in, or suitable for being traded in, financial markets.

"**Non-Standard Event Determination Date**" means with respect to a Reference Entity and a Credit Event:

(i) subject to sub-paragraph (ii) below, the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither (i) a DC Credit Event Announcement has occurred nor (ii) a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or

(ii) notwithstanding sub-paragraph (i) above, if a DC Credit Event Announcement has occurred and the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) either:

(a) the Credit Event Resolution Request Date, if either:

(A) (I) "Auction Settlement" is not the applicable Settlement Method;

(II) the relevant Credit Event is not an M(M)R Restructuring; and

(B) the Trade Date occurs on or prior to the date of the DC Credit Event Announcement; or

(I) the relevant Credit Event is an M(M)R Restructuring; and

(II) a Credit Event Notice is delivered by the Calculation Agent to the Company and is effective on or prior to the Non-Standard Exercise Cut-off Date, or

(b) the first date on which a Credit Event Notice is delivered by the Calculation Agent to the Company and is effective during either the Notice Delivery Period or the period from and including the date of the DC Credit Event Announcement to and including the date that is fourteen calendar days thereafter (provided, in each case, that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)), if:

(A) "Auction Settlement" is not the applicable Settlement Method;

(B) the relevant Credit Event is not an M(M)R Restructuring; and

(C) the Trade Date occurs following the date of the related DC Credit Event Announcement and on or prior to a DC Announcement Coverage Cut-off Date,

provided that in respect of sub-paragraph (b) above:

(x) no Maturity Date has occurred on or prior to the date on which the DC Credit Event Meeting Announcement occurs;

(y) if any Valuation Date has occurred on or prior to the date on which the DC Credit Event Meeting Announcements occurs, a Non-Standard Event Determination Date shall be deemed to have occurred only with respect to any Credit Position (or portion thereof) with respect to which no Valuation Date has occurred; and

(z) no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered by the Calculation Agent to the Company, (xx) unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, (yy) unless, and to the extent that, the Exercise Amount specified in any such Credit Event Notice was less than the then outstanding Remaining Credit Position; or (z) unless the Hypothetical Credit Derivative Transaction would be an Auction Covered Transaction and the Deliverable Obligations set out on the Final List would be identical to the Permissible Deliverable Obligations actions for such Hypothetical Credit Derivative Transaction.

"**Non-Standard Exercise Cut-off Date**" means, with respect to a Credit Event and a Reference Entity to which the definition of "Event Determination Date" does not apply:

(i) if such Credit Event is not an M(M)R Restructuring, either:

(a) the Relevant City Business Day prior to the Auction Final Price Determination Date, if any;

(b) the Relevant City Business Day prior to the Auction Cancellation Date, if any; or

(c) the date that is fourteen calendar days following the No Auction Announcement Date, if any, as applicable; or

(ii) if such Credit Event is an M(M)R Restructuring and:

(a) the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five Relevant City Business Days, in each case, following the date on which such Final List is published; or

(b) otherwise, the date that is fourteen calendar days following the relevant No Auction Announcement Date.

"**Non-Standard Reference Obligation**" means the Original Non-Standard Reference Obligation or if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation.

"**Non-Transferable Instrument**" means any Asset which is not capable of being transferred to institutional investors, excluding due to market conditions.

"**Notice Delivery Date**" means, with respect to a Reference Entity, the first date on which an effective Credit Event Notice has been delivered by the Calculation Agent to the Company.

"**Notice Delivery Period**" means, with respect to a Reference Entity, the period from and including the Trade Date to and including (i) the Extension Date or (ii) the Postponed Maturity Date (if applicable).

"**Notice to Exercise Movement Option**" means, with respect to a Reference Entity for which (i) an M(M)R Restructuring is applicable and (ii) the Fallback Settlement Method would otherwise be applicable pursuant to sub-paragraph (ii) of Credit Linked Provision 1 (*Auction Settlement*), an irrevocable notice from the Calculation Agent to the Company that (a) specifies the Parallel Auction

Settlement Terms applicable with respect to such Reference Entity in accordance with the definition of Movement Option and (b) is effective on or prior to the Movement Option Cut-off Date. A Notice to Exercise Movement Option shall be subject to the requirement regarding notices set forth in Credit Linked Provision 8 (*Timings and Requirements Regarding Notices*).

"**Obligation**" means:

(i) each obligation of a Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in Credit Linked Provision 5 (*Method for Determining Obligations*); and

(ii) each Reference Obligation,

in each case, unless specified in the relevant Pricing Conditions as an Excluded Obligation.

"**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, in respect of a Reference Entity and an Obligation thereof, Payment, Borrowed Money, Bond, Loan, or Bond or Loan, only one of which shall be specified in the Standard, and:

(i) "**Payment**" means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money;

(ii) "**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);

(iii) "**Bond**" means any obligation of a type included in the "Borrowed Money" Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money;

(iv) "**Loan**" means any obligation of a type included in the "Borrowed Money" Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money; and

(v) "**Bond or Loan**" means any obligation that is either a Bond or a Loan.

"**Obligation Characteristics**" means, in respect of a Reference Entity and an Obligation thereof, any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance, and:

(i) (A) "**Not Subordinated**" means an obligation that is not Subordinated to (I) the Reference Obligation or (II) the Prior Reference Obligation, if applicable;

(B) "**Subordination**" means, with respect to an obligation (the "**Second Obligation**") and another obligation of the Reference Entity to which such obligation is being compared (the "**First Obligation**"), a contractual, trust or similar arrangement providing that (I) upon the liquidation, dissolution, reorganization or winding-up of such Reference Entity, claims of the Certificateholders of the First Obligation are required to be satisfied prior to the claims of the Certificateholders of the Second Obligation, or (II) the Certificateholders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against such Reference Entity at any time

that such Reference Entity is in payment arrears or is otherwise in default under the First Obligation. "**Subordinated**" will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign and (y) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and "Standard Reference Obligation" is applicable, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date; and

(C) "**Prior Reference Obligation**" means, in circumstances where there is no Reference Obligation is applicable to a Reference Entity, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise, (II) the obligation specified in the relevant Pricing Conditions as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (III) any unsubordinated Borrowed Money obligation of the Reference Entity;

(ii) "**Specified Currency**" means an obligation that is payable in the currency or currencies specified as such in the relevant Pricing Conditions (or, if "Specified Currency" is specified in the relevant Pricing Conditions and no currency is so specified, any Standard Specified Currency), provided that if the euro is a Specified Currency, "Specified Currency" shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority;

(iii) "**Not Sovereign Lender**" means any obligation that is not primarily owed to (A) a Sovereign or (B) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt";

(iv) "**Not Domestic Currency**" means any obligation that is payable in any currency other than the applicable Domestic Currency, provided that a Standard Specified Currency shall not constitute a Domestic Currency;

(v) "**Not Domestic Law**" means any obligation that is not governed by the applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law;

(vi) "**Listed**" means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange; and

(vii) "**Not Domestic Issuance**" means any obligation other than an obligation that was issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be issued (or

reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the Reference Entity.

"**Obligation 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 (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

"**Original Non-Standard Reference Obligation**" means the obligation of a Reference Entity (either directly or as provider of a guarantee) which is specified as the Reference Obligation in the relevant Pricing Conditions (if any is so specified) provided that if an obligation is not an obligation of such Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation (other than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Valuation Obligation Characteristic) unless the intention to amend or override this provision is expressed, in writing, in the relevant Pricing Conditions.

"**Outstanding Principal Balance**" of an obligation will be calculated as follows:

(i) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, subject as provided below, the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (A) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (B) the amount of the Fixed Cap, if any);

(ii) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (A) is subject to any Prohibited Action, or (B) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (I) payment or (II) a Permitted Contingency) (the amount determined in sub-paragraph (i) less any amounts subtracted in accordance with this sub-paragraph (ii), the "**Non-Contingent Amount**"); and

(iii) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance, in each case, determined:

  (a) unless otherwise specified, in accordance with the terms of the obligation in effect on the Valuation Date; and

  (b) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

Where Cash Settlement is specified to be the Settlement Method (or if Cash Settlement is applicable as the Fallback Settlement Method in accordance with Credit Linked Provision 1 (*Auction Settlement*)), Exclude Accrued Interest shall, unless otherwise specified in the relevant Pricing Conditions, be applicable.

"**Package Observable Bond**" means, in respect of a Reference Entity which is a Sovereign, any obligation (i) which is identified as such and published by ISDA on its website at https://www.isda.org/ from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time and (ii) which fell within sub-paragraph (i) or (ii) of the definition of Valuation Obligation, in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

"**Parallel Auction**" means "Auction" as defined in the relevant Parallel Auction Settlement Terms.

"**Parallel Auction Settlement Terms**" means, following the occurrence of an M(M)R Restructuring with respect to a Reference Entity, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such M(M)R Restructuring, and for which the Deliverable Obligation Terms are the same as the Deliverable Obligation Provisions applicable to the Hypothetical Credit Derivative Transaction and for which such Hypothetical Credit Derivative Transaction would not be an Auction Covered Transaction.

"**Payment Requirement**" means the amount specified as being applicable to the Reference Entity in the Standard or its equivalent in the relevant Obligation Currency (or, if no such amount is specified, USD 1,000,000 or its equivalent 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 Contingency**" means, with respect to an obligation, any reduction to a Reference Entity's payment obligations:

(i) as a result of the application of:

(a) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of such Reference Entity;

(b) provisions implementing the Subordination of the obligation;

(c) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of the relevant Reference Entity from its payment obligations in the case of any other Guarantee);

(d) any Solvency Capital Provisions, if "**Subordinated European Insurance Terms**" is specified as applicable in the Standard; or

(e) provisions which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, if "**Financial Reference Entity Terms**" is specified as applicable in the Standard; or

(ii) which is within the control of the Certificateholders of the obligation or a third party acting on their behalf (such as an agent or trustee) in exercising their rights under or in respect of such obligation.

"**Permitted Transfer**" means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of a Reference Entity to the same single transferee.

"**Post Dismissal Additional Period**" means the period from and including the date of the DC Credit Event Question Dismissal to and including the date that is fourteen calendar days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)).

"**Potential Failure to Pay**" means, with respect to a Reference Entity, the failure by such Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations.

"**Potential Repudiation/Moratorium**" means the occurrence of an event described in sub-paragraph (i) of the definition of Repudiation/Moratorium.

"**Prior Valuation Obligation**" means:

(i) if a Governmental Intervention has occurred (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), any obligation of a Reference Entity which (a) existed immediately prior to such Governmental Intervention, (b) was the subject of such Governmental Intervention and (c) fell within the definition of Valuation Obligation set out in sub-paragraph (i) or (ii) of the definition of Valuation Obligation, in each case, immediately preceding the date on which such Governmental Intervention was legally effective; or

(ii) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of a Reference Obligation (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), such Reference Obligation, if any.

"**Private-side Loan**" means a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information.

"**Prohibited Action**" means any counterclaim, defense (other than a counterclaim or defense based on the factors set forth in sub-paragraphs (i) to (iv) of the definition of Credit Event) or right of set-off by or of a Reference Entity or any applicable Underlying Obligor.

"**Public Source**" means, with respect to any Reference Entity, each Additional Public Source of Publicly Available Information specified as such in the Pricing Conditions and each of Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources.

"**Publicly Available Information**":

(i) Means information that, in the sole discretion of the Calculation Agent, reasonably confirms any of the facts relevant to the determination that the Credit Event or Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice or Repudiation/Moratorium Extension Notice have occurred and which:

(a) has been published in or on not less than two Public Sources (regardless of whether the reader or user thereof pays a fee to obtain such information) provided that, other than with respect to the definition of "Credit Event Resolution Request Date" if the Calculation Agent or any of its Affiliates is cited as the sole source of such information, then such information shall not be deemed to be Publicly Available Information unless such party or its Affiliate is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation;

(b) is information received from or published by (A) the Reference Entity (or, if the Reference Entity is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a governmental capacity (including, without limiting the foregoing, the central bank) of such Sovereign), or (B) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or

(c) is information contained in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body,

provided that where any information of the type described in sub-paragraphs (i)(b) or (c) above is not publicly available, it can only constitute Publicly Available Information if it can be made public without

violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

(ii) In the event that the Calculation Agent is (a) the sole source of information in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for the Obligation with respect to which a Credit Event has occurred and (b) a Certificateholder of such Obligation, the Calculation Agent shall also provide the Company a certificate signed by a Managing Director (or other substantively equivalent title) of the Calculation Agent, which shall certify the occurrence of a Credit Event with respect to such Obligation.

(iii) In relation to any information of the type described in sub-paragraphs (i)(b) and (i)(c) above, the party receiving such information may assume that such information has been disclosed to it without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information and that the party delivering such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

(iv) Without limitation, Publicly Available Information need not state (i) in relation to the definition of Downstream Affiliate, the percentage of Voting Shares owned by the Reference Entity and (ii) that the relevant occurrence (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.

(v) In relation to a Repudiation/Moratorium Credit Event, Publicly Available Information must relate to the events described in both sub-paragraphs (i) and (ii) of the definition of Repudiation/Moratorium.

"**Qualifying Affiliate Guarantee**" means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of the Reference Entity.

"**Qualifying Guarantee**" means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which a Reference Entity irrevocably agrees, undertakes, or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

(i) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or any legal arrangement which is equivalent thereto in form); or

(ii) pursuant to the terms applicable thereto, the principal payment obligations of the Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, in each case, other than:

(a) by payment;

(b) by way of Permitted Transfer;

(c) by operation of law;

(d) due to the existence of a Fixed Cap; or

(e) due to:

(A) provisions permitting or anticipating a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable in the Standard; or

(B) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in the Standard.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a non-payment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of Bankruptcy in respect of the Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

(i) the benefit of such guarantee must be capable of being delivered together with the delivery of the Underlying Obligation; and

(ii) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being delivered together with the delivery of such guarantee.

"**Qualifying Participation Seller**" means any participation seller that meets the requirements specified in the Standard. If no such requirements are specified, there shall be no Qualifying Participation Seller.

"**Quantum of the Claim**" means the lowest amount of the claim which could be validly asserted against a Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or had otherwise become due and payable at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non-Contingent Amount.

"**Quotation**" means each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage of the Valuation Obligation's Outstanding Principal Balance or Due and Payable Amount, as applicable, with respect to a Valuation Date in the manner that follows:

(i) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Valuation Business Day within three Valuation Business Days of the relevant Valuation Date, then on the next following Valuation Business Day (and, if necessary, on each Valuation Business Day thereafter until the fifteenth Valuation Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation.

(ii) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Valuation Business Day on or prior to the fifteenth Valuation Business Day following the applicable Valuation Date, then the Quotations shall be deemed to be any Full Quotation obtained from a Dealer at the Valuation Time on such fifteenth Valuation Business Day or, if no Full Quotation is obtained, then the weighted average of any firm quotations for the Reference Obligation obtained from Dealers at the Valuation Time on such fifteenth Valuation Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

"**Quotation Amount**" means an amount selected by the Calculation Agent in its sole discretion, subject to a minimum of the Minimum Quotation Amount and a maximum of the Maximum Quotation Amount.

"**Quotation Method**" means, unless otherwise specified in the relevant Pricing Conditions, Bid, where "**Bid**" means that only bid quotations shall be requested from Dealers.

"**Reference Entity**" means each of the entities specified in the relevant Pricing Conditions and any Successors.

"**Reference Obligation**" means, in respect of a Reference Entity:

(i) the Standard Reference Obligation, if any, unless:

(a) "**Standard Reference Obligation**" is specified as not applicable in the relevant Pricing Conditions, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any; or

(b) (i) "**Standard Reference Obligation**" is specified as applicable in the relevant Pricing Conditions (or no election is specified), (ii) there is no Standard Reference Obligation, and (iii) a Non-Standard Reference Obligation is specified in the Pricing Conditions, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

(ii) If the Standard Reference Obligation is removed from the SRO List, such obligation shall cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Valuation Obligation Characteristic) and there shall be no Reference Obligation unless and until such obligation is subsequently replaced on the SRO List, in which case, the new Standard Reference Obligation in respect of such Reference Entity shall constitute the Reference Obligation.

"**Relevant City Business Day**" has the meaning given to that term in the DC Rules.

"**Relevant Guarantee**" means, with respect to a Reference Entity, a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as being applicable in the Standard, a Qualifying Guarantee.

"**Relevant Certificateholder**" means a holder of the Prior Valuation Obligation or Package Observable Bond, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, immediately prior to the relevant Asset Package Credit Event, equal to the Quotation Amount determined by the Calculation Agent in its sole discretion.

"**Relevant Obligations**" means the Obligations of a Reference Entity which fall within the Obligation Category "**Bond or Loan**" and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

(i) any Bonds or Loans outstanding between such Reference Entity and any of its Affiliates, or held by such Reference Entity, shall be excluded;

(ii) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under the sub-paragraph (i) of the definition of Successor, make the appropriate adjustments required to take account of any Obligations of the Reference Entity which fall within the Obligation Category "**Bond or Loan**" that are issued, incurred, redeemed, repurchased or cancelled from and including the legally effective date of the first succession to and including the Succession Date;

(iii) if "**Financial Reference Entity Terms**" is specified as applicable with respect to such Reference Entity in the Standard, and the associated Credit Position is a Senior Credit Position, then the Relevant Obligations shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "**Bond or Loan**"; and

(iv) if "**Financial Reference Entity Terms**" is specified as applicable with respect to such Reference Entity in the Standard, and the associated Credit Position is a Subordinated Credit Position, then

the Relevant Obligations shall exclude Senior Obligations and any Further Subordinated Obligations of the Reference Entity which fall within the Obligation Category "**Bond or Loan**", provided that if no such Relevant Obligations exist, "**Relevant Obligations**" shall have the same meaning as it would if the Credit Position were a Senior Credit Position.

"**Repudiation/Moratorium**" means the occurrence of both of the following events:

(i) an authorised officer of a Reference Entity or a Governmental Authority:

(a) 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

(b) 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

(ii) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"**Repudiation/Moratorium Evaluation Date**" means, if a Potential Repudiation/Moratorium occurs on or prior to the Credit Observation End Date (i) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (a) the date that is sixty days after the date of such Potential Repudiation/Moratorium and (b) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (ii) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is sixty days after the date of such Potential Repudiation/Moratorium; provided that, in either case, the Repudiation/Moratorium Evaluation Date shall occur no later than the Credit Observation End Date unless the Repudiation/Moratorium Extension Condition is satisfied.

"**Repudiation/Moratorium Extension Condition**" means, with respect to a Reference Entity:

(i) if the DC Secretary publicly announces, pursuant to a valid request that was delivered and effectively received on or prior to the date that is fourteen calendar days after the Credit Observation End Date, that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the Reference Entity and that such event occurred on or prior to the Credit Observation End Date; or

(ii) otherwise, by the delivery by the Calculation Agent to the Company of a Repudiation/Moratorium Extension Notice that is effective on or prior to the date that is fourteen calendar days after the Credit Observation End Date.

In all cases, the Repudiation/Moratorium Extension Condition will be deemed not to have been satisfied, or not capable of being satisfied, if, or to the extent that, the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that either (a) an event does not constitute a Potential Repudiation/Moratorium with respect to an Obligation of the Reference Entity, or (b) an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the Reference Entity but that such event occurred after the Credit Observation End Date.

"**Repudiation/Moratorium Extension Notice**" means an irrevocable notice from the Calculation Agent to the Company that describes a Potential Repudiation/Moratorium that occurred on or prior to the Credit Observation End Date. The Calculation Agent shall only deliver a Repudiation/Moratorium Extension Notice where it determines that Publicly Available Information exists confirming the existence or occurrence of the relevant Potential Repudiation/Moratorium. The Potential Repudiation/Moratorium

that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective.

"**Resolve**" has the meaning given to that term in the DC Rules, and "**Resolved**" and "**Resolves**" shall be construed accordingly.

"**Restructured Bond or Loan**" means an Obligation that is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

"**Restructuring**" means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all Certificateholders of such Obligation, is agreed between a Reference Entity or a Governmental Authority and a sufficient number of Certificateholders of such Obligation to bind all Certificateholders of the Obligation or is announced (or otherwise decreed) by such Reference Entity or a Governmental Authority in a form that binds all Certificateholders of such Obligation (including, in each case, in respect of Bonds only, by way of an exchange), and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date 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 (including by way of redenomination);

(ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

(iii) a postponement or other deferral of a date or dates for either (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 of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

Notwithstanding the above, none of the following shall constitute a Restructuring:

(i) the payment in euros of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;

(ii) the redenomination from euros into another currency, if (A) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;

(iii) the occurrence of, agreement to or announcement of any of the events described the definition of Restructuring due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and

(iv) the occurrence of, agreement to or announcement of any of the events described in (i) to (v) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity, provided that, in respect of (v) above only, no such deterioration in the creditworthiness or financial condition of the

Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

For purposes of this definition of Restructuring, the term Obligation shall be deemed to include Underlying Obligations for which a Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to such Reference Entity in sub-paragraphs (i) to (v) of the definition of Restructuring shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in the second paragraph of this definition shall continue to refer to such Reference Entity.

Unless Multiple Certificateholder Obligation is specified as not applicable to any Reference Entity in the Standard then, notwithstanding anything to the contrary in this definition of Restructuring, the occurrence of, or agreement to or announcement of any of the events described in sub-paragraph (i) to (v) of the definition of Restructuring shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Certificateholder Obligation.

If an exchange has occurred, the determination as to whether one of the events described under the definition of Restructuring sub-paragraphs (i) to (v) has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

"**Restructuring Date**" means the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"**Restructuring Maturity Limitation Date**" means, with respect to a Valuation Obligation, the Limitation Date occurring on or immediately following the Credit Observation End Date. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a "**Latest Maturity Restructured Bond or Loan**") and the Credit Observation End Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

"**Senior Credit Position**" means a Credit Position attributable to a Reference Entity in respect of which (a) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (b) there is no Reference Obligation or Prior Reference Obligation.

"**Senior Obligation**" means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity.

"**Seniority Level**" means, with respect to an obligation of the Reference Entity, (i) "Senior Level" or "Subordinated Level" as specified in the relevant Pricing Conditions, or (ii) if no such seniority level is specified in the relevant Pricing Conditions, "Senior Level" if the Original Non-Standard Reference Obligation is a Senior Obligation or "Subordinated Level" if the Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which (iii) "Senior Level".

"**Settlement Method**" means the Settlement Method specified in the relevant Pricing Conditions or, if no Settlement Method is specified in the relevant Pricing Conditions, Auction Settlement.

"**SRO List**" means the list of Standard Reference Obligations as published by ISDA on its website at https://www.isda.org/ from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time.

"**Solvency Capital Provisions**" means any terms in an obligation which permit a Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.

"**Sovereign Restructured Valuation Obligation**" means an Obligation of a Reference Entity which is a Sovereign (either directly or as provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the Credit Event Notice or DC Credit Event Announcement has occurred and (b) which fell within the definition of a Valuation Obligation set out in sub-paragraph (i) of the definition of Valuation Obligation immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"**Sovereign**" means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including, without limiting the foregoing, the central bank) thereof.

"**Sovereign Succession Event**" means, with respect to a Reference Entity that is a Sovereign, an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other similar event.

"**Standard**" means, in respect of a Reference Entity and the "Transaction Type" identified as being applicable in that Reference Entity, the terms set out in the Credit Derivatives Physical Settlement Matrix with respect to such Transaction Type, subject to amendment in accordance with the definition of "Credit Derivatives Physical Settlement Matrix", provided that the relevant Pricing Conditions do not specify any inconsistent terms, in which case the terms specified in the Pricing Conditions shall prevail.

"**Standard Reference Obligation**" means the obligation of the Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List.

"**Standard Specified Currency**" means each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

"**Steps Plan**" means a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the Reference Entity, by one or more entities.

"**Subordinated Obligation**" means any obligation which is Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of the Reference Entity existed.

"**Subordinated Credit Position**" means a Credit Position attributable to a Reference Entity in respect of which the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation.

"**Substitute Reference Obligation**" means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that will replace the Non-Standard Reference Obligation, determined by the Calculation Agent as follows:

(i) The Calculation Agent shall (in its sole discretion) identify the Substitute Reference Obligation in accordance with sub-paragraphs (iii), (iv) and (v) below to replace the Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of the determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution.

(ii) If any of the events set forth under sub-paragraphs (i)(a) or (c) of the definition of Substitution Event have occurred with respect to the Non-Standard Reference Obligation, the Non-Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic and sub-paragraph (iii)(b) below). If the event set forth in sub-paragraph (i)(b) of

the definition of Substitution Event has occurred with respect to the Non-Standard Reference Obligation and no Substitute Reference Obligation is available, the Non-Standard Reference Obligation will continue to be the Reference Obligation until the Substitute Reference Obligation is identified or, if earlier, until any of the events set forth under sub-paragraphs (i)(a) or (i)(c) of the definition of Substitution Event occur with respect to such Non-Standard Reference Obligation.

(iii) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:

(a) is a Borrowed Money obligation of the Reference Entity (either directly or as provider of a guarantee);

(b) satisfies the "Not Subordinated" Valuation Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and

(c) (A) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:

(I) is a Valuation Obligation (other than a Loan) determined in accordance with sub-paragraph (i) of the definition of Valuation Obligation; or if no such obligation is available,

(II) is a Loan (other than a Private-side Loan) which constitutes a Valuation Obligation determined in accordance with paragraph (i) of the definition of Valuation Obligation;

(B) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non-Conforming Reference Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:

(I) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,

(II) is a Valuation Obligation (other than a Loan) determined in accordance with paragraph (i) of the definition of Valuation Obligation; or if no such obligation is available,

(III) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,

(IV) is a Loan (other than a Private-side Loan) which constitutes a Valuation Obligation determined in accordance with paragraph (i) of the definition of Valuation Obligation; or

(C) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:

(I) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,

(II) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,

(III) is a Valuation Obligation (other than a Loan) determined in accordance with paragraph (i) of the definition of Valuation Obligation; or if no such obligation is available,

(IV) is a Loan (other than a Private-side Loan) which constitutes a Valuation Obligation determined in accordance with paragraph (i) of the definition of Valuation Obligation.

(iv) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in sub-paragraph (iii) above, the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and payment obligations under the Certificates, as determined by the Calculation Agent (in its sole discretion). The Calculation Agent will notify the Company of the Substitute Reference Obligation as soon as reasonably practicable after it has been identified in accordance with sub-paragraph (iii) above and the Substitute Reference Obligation shall replace the Non-Standard Reference Obligation immediately upon such notification.

(v) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines (in its sole discretion) that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation, then, subject to sub-paragraph (i) above and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with sub-paragraph (ii) above, the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation.

"**Substitution Date**" means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent notifies the Company of the Substitute Reference Obligation that it has identified in accordance with the definition of Substitute Reference Obligation.

"**Substitution Event**" means, with respect to the Non-Standard Reference Obligation:

(i) the Non-Standard Reference Obligation is redeemed in whole;

(ii) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below USD 10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or

(iii) for any reason, other than due to the existence or occurrence of a Credit Event, the Non-Standard Reference Obligation is no longer an obligation of the Reference Entity (either directly or as provider of a guarantee).

For purposes of identification of the Non-Standard Reference Obligation, any change in the Non-Standard Reference Obligation's CUSIP or ISIN number or other similar identifier will not, in and of itself, constitute a Substitution Event.

If an event described in sub-paragraphs (i) or (ii) above has occurred on or prior to the Trade Date, then a Substitution Event shall be deemed to have occurred pursuant to sub-paragraphs (i) or (ii) above, as the case may be, on the Trade Date.

"**Substitution Event Date**" means, with respect to the Reference Obligation, the date of the occurrence of the relevant Substitution Event.

"**Substitute Reference Obligation Resolution Request Date**" means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve a Substitute Reference Obligation to the Non-Standard Reference Obligation, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

"**Succession Date**" means the legally effective date of an event in which one or more entities succeed to some or all of the Relevant Obligations of a Reference Entity; provided that if at such time, there is a Steps Plan, the Succession Date will be the legally effective date of the final succession in respect of such Steps Plan, or if earlier (i) the date on which a determination pursuant to sub-paragraph (i) of the definition of Successor would not be affected by any further related successions in respect of such Steps

Plan, or (ii) the occurrence of an Event Determination Date in respect of a Reference Entity or any entity which would constitute a Successor.

"**Successor**" means, in relation to a Reference Entity (the "**Original Reference Entity**") and subject to sub-paragraph (iii) below, the entity or entities, if any, determined as follows:

(i) (a) subject to sub-paragraph (g), if one entity succeeds, either directly or as a provider of a Relevant Guarantee, to seventy-five per cent or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor;

(b) if only one entity succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent (but less than seventy-five per cent) of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty-five per cent of the Relevant Obligations will be the sole Successor;

(c) if more than one entity each succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than twenty-five per cent of the Relevant Obligations will each be a Successor and the Credit Position will be divided and the terms of the Certificates will be amended in accordance with sub-paragraph (vii) below;

(d) if one or more entities each succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent of the Relevant Obligations of the Reference Entity, and more than twenty-five per cent of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor and the Credit Position will be divided and the terms of the Certificates will be amended in accordance with sub-paragraph (vii) below;

(e) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity and the Credit Position will not be changed in any way as a result of such succession;

(f) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations, each such entity will be a Successor and the Credit Position will be divided and the terms of the Certificates will be amended in accordance with sub-paragraph (vii) below); and

(g) in respect of a Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the Reference Entity, and at the time of the determination either (A) the Reference Entity has ceased to exist, or (B) the Reference Entity is in the process of being dissolved (howsoever described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the "**Universal Successor**") will be the sole Successor.

(ii) The Calculation Agent will be responsible for determining, as soon as reasonably practicable after delivery of a Successor Notice and with effect from the Succession Date, any Successor or Successors under sub-paragraph (i) above; provided that the Calculation Agent will not make such determination if, at the time of determination, the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations.

If the DC Secretary publicly announces on or following the Trade Date, that the relevant Credit Derivatives Determinations Committee has Resolved that one or more successors exist with respect to a Reference Entity, each such successor entity will be treated as a Successor for the purposes of sub-paragraph (vii) below.

The Calculation Agent will make all calculations and determinations required to be made under this definition of Successor on the basis of Eligible Information and as soon as practicable after such calculation or determination will notify the Company of such calculation or determination.

In calculating the percentages used to determine whether an entity qualifies as a Successor, if there is a Steps Plan, the Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession.

(iii) An entity may only be a Successor if:

(a) either (A) the related Succession Date occurs on or after the Successor Backstop Date, or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after January 1, 2014;

(b) the Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the Reference Entity; and

(c) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations by way of a Sovereign Succession Event.

(iv) For purposes of this definition of Successor, "**succeed**" means, with respect to a Reference Entity and its Relevant Obligations, that an entity other than such Reference Entity (i) assumes or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement), or (ii) issues Bonds or incurs Loans (the "**Exchange Bonds or Loans**") that are exchanged for Relevant Obligations, and in either case such Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to such Relevant Obligations or such Exchange Bonds or Loans, as applicable. For purposes of this definition of Successor, "**succeeded**" and "**succession**" shall be construed accordingly.

(v) In the case of an exchange offer, the determination required pursuant to sub-paragraph (i) above shall be made on the basis of the outstanding principal balance of Relevant Obligations exchanged and not on the basis of the outstanding principal balance of the Exchange Bonds or Loans.

(vi) If two or more entities (each, a "**Joint Potential Successor**") jointly succeed to a Relevant Obligation (the "**Joint Relevant Obligation**") either directly or as a provider of a Relevant Guarantee, then (i) if the Joint Relevant Obligation was a direct obligation of such Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (ii) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential

Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.

(vii) Where, pursuant to sub-paragraphs (i)(c), (d) or (f) above, more than one Successor has been identified, the following terms will apply in respect of the Certificates:

(a) except in the case of (c) below, each Successor will be the Reference Entity for the purposes of the Conditions;

(b) except in the case of (c) below, the Credit Position of each such Successor shall be equal to the Credit Position of the Reference Entity to which that Successor relates, divided by the number of Successors (including that Original Reference Entity if applicable) to that Reference Entity, provided that if any Successor was a Reference Entity immediately prior to the relevant succession, the Credit Position determined in accordance with the previous sentence shall be added to the existing Credit Position of that Reference Entity; and

(c) if the Certificates are linked to a single Reference Entity and there is more than one Successor to that Reference Entity:

(A) The Certificates will not redeem in whole following the occurrence of an Event Determination Date in respect of a Successor but an instalment amount shall be payable following each occurrence of an Event Determination Date in respect of any such Successor which shall be calculated in the same way as the Redemption Amount payable following the occurrence of an Event Determination Date in respect of the Original Reference Entity except that the Credit Position shall be the Credit Position of the relevant Successor and, in respect of such instalment amount, there shall only be a Liquidation of a portion of the Outstanding Charged Assets such portion being equal to the Credit Position of the relevant Successor divided by the Credit Position of the Original Reference Entity (subject to adjustment for rounding). The instalment payment date for any such instalment amount shall be determined in accordance with the provisions for determining the Maturity Date following an Event Determination Date. In addition, if no Event Determination Date occurs with respect to one or more Successors, unless otherwise specified in the Pricing Conditions, an instalment amount will be due in respect of each such Successor on the Scheduled Maturity Date or, if the Maturity Date is postponed beyond the Scheduled Maturity Date (assuming for this purpose that the provisions in the definition of "**Maturity Date**" referring to the Reference Entity instead refer to the Successor), the Maturity Date, equivalent to the Credit Position of the relevant Successor. More than one instalment amount may be payable on the same day in respect of different Successors.

(B) The amount of interest accruing and payable in respect of the Certificates will be reduced with effect from the date on which it would have been reduced upon the occurrence of an Event Determination Date in respect of the Original Reference Entity but the balance on which interest is calculated shall only be reduced by the Credit Position of the Successor in respect of which the relevant Event Determination Date occurred.

(C) Subject as provided in the definition of "Credit Event", more than one Event Determination Date may occur but not more than one Event Determination Date may occur with respect to a single Successor.

(d) Upon the identification of more than one Successor, the Calculation Agent acting in good faith shall revise the Conditions to reflect the above provisions and preserve as far as possible the economic effects of the original Certificates and the Company will cause such revised Conditions to be substituted for the original Conditions and such revised

Conditions shall, in the absence of manifest error, be binding on the Company, the Trustee, the Certificateholders and the Agents.

"**Successor Backstop Date**" means for purposes of any Successor determination determined by DC Resolution, the date that is ninety calendar days prior to the Successor Resolution Request Date otherwise, the date that is ninety calendar days prior to the earlier of (i) the date on which the Successor Notice is effective and (ii) in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Successor Notice is delivered by the Calculation Agent to the Company not more than fourteen calendar days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, the Successor Resolution Request Date. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

"**Successor Notice**" means an irrevocable notice from the Calculation Agent to the Company that describes a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) in respect of which a Succession Date has occurred and pursuant to which one or more Successors to a Reference Entity can be determined.

"**Successor Resolution Request Date**" means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to a Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

"**TARGET2 Settlement Day**" means any day on which TARGET2 (the Trans-European Automated Real-time Gross settlement Express Transfer system) (or any successor thereto) is open.

"**Trade Date**" means the date specified as such in the relevant Pricing Conditions.

"**Transaction Auction Settlement Terms**" means, with respect to a Credit Event in respect of a Reference Entity, the Credit Derivatives Auction Settlement Terms for which the Hypothetical Credit Derivative Transaction would be an Auction Covered Transaction, as determined by the Calculation Agent (in its sole discretion).

"**Transaction Type**" means, in respect of a Reference Entity, the transaction type specified in respect of such Reference Entity in the relevant Pricing Conditions.

"**Underlying Obligation**" means, with respect to a guarantee, the obligation which is the subject of the guarantee.

"**Underlying Obligor**" means with respect to an Underlying Obligation, the Company in the case of a Bond, the borrower in the case of a Loan, or the principal obligor in the case of any other Underlying Obligation.

"**USD**" means United States dollars.

"**Valuation Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in London and New York and any additional location that is specified in the applicable Standard and a TARGET2 Settlement Day.

"**Valuation Date**" means, subject as provided in Credit Linked Provision 10.1 (*Settlement Suspension*) in respect of a Defaulted Credit, as selected by the Calculation Agent in its sole discretion, any Valuation Business Day falling in the period from and including the Valuation Event Date to and including the 125th Valuation Business Day following the Valuation Event Date. The Calculation Agent will select as the Valuation Date a day falling on or before the 72nd Valuation Business Day following the Valuation Event Date unless the Calculation Agent determines in good faith that material problems exist in the marketplace in delivering obligations of the relevant Reference Entity under credit default swap

contracts, in which case it may select a Valuation Date falling after the 72nd Valuation Business Day, but not later than the 125th Valuation Business Day, following the Valuation Event Date.

"**Valuation Event Date**" means the Event Determination Date (or, if "Cash Settlement" is applicable pursuant to the Fallback Settlement Method in accordance with sub-paragraphs (i) or (ii) of Credit Linked Provision 1 (*Auction Settlement*), the relevant Auction Cancellation Date, if any, or the relevant No Auction Announcement Date, if any, as applicable).

For the avoidance of doubt:

(i) more than one Credit Event Notice may be delivered from time to time following the occurrence of an Event Determination Date relating only to an M(M)R Restructuring in respect of a Reference Entity, provided that the sum of the Exercise Amounts in respect of any such Reference Entity does not exceed the Credit Position;

(ii) the Calculation Agent may select a different Deliverable Obligation in respect of each Valuation Date; and

(iii) subject to the other provisions hereof, at any time following the occurrence of an M(M)R Restructuring in respect of any Reference Entity, the Calculation Agent may, by delivery to the Company of a Credit Event Notice relating only to an M(M)R Restructuring, designate such Exercise Amount as it determines in its sole discretion to be subject to such Credit Event Notice, provided that the Exercise Amount shall be in an amount of at least the Minimum Exercise Amount; where, "**Minimum Exercise Amount**" means the amount (if any) specified as such in the relevant Pricing Conditions.

"**Valuation Method**" means, unless otherwise specified in the relevant Pricing Conditions, Market, where "**Market**" means the Market Value determined by the Calculation Agent.

"**Valuation Obligation**" means:

(i) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in Credit Linked Provision 6 (*Method for Determining Valuation Obligations*);

(ii) the Reference Obligation;

(iii) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Valuation is applicable, any Sovereign Restructured Valuation Obligation; and

(iv) if Asset Package Valuation is applicable, any Prior Valuation Obligation (if "Financial Reference Entity Terms" is specified as applicable with respect to the relevant Reference Entity in the Standard) or any Package Observable Bond (if the Reference Entity is a Sovereign),

in each case, (a) unless it is an Excluded Valuation Obligation and (b) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for purposes of sub-paragraph (iv), immediately prior to the relevant Asset Package Credit Event).

Where Auction Settlement applies for the purposes of determining the Final Price, "Valuation Obligation" means any obligation that is capable of constituting a deliverable obligation in accordance with the Transaction Auction Settlement Terms or, as the case may be, the Parallel Auction Settlement Terms.

"**Valuation Obligation Category**" means one of Payment, Borrowed Money, Bond, Loan, or Bond or Loan (each as defined in the definition of Obligation Category).

"**Valuation Obligation Characteristics**" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer, and:

(i) "**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 organization) that are not then a lender or a member of the relevant lending syndicate, without the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if such Reference Entity is guaranteeing such Loan) or any agent;

(ii) "**Consent Required Loan**" means a Loan that is capable of being assigned or novated with the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if such Reference Entity is guaranteeing such Loan) or any agent;

(iii) "**Direct Loan Participation**" means a Loan in respect of which, pursuant to a participation agreement, the Company is capable of creating, or procuring the creation of, a contractual right in favour of a notional protection seller that provides such notional protection seller 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 (i) such notional protection seller and (ii) either (A) the Company (to the extent the Company was then a lender or a member of the relevant lending syndicate), or (B) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate);

(iv) "**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);

(b) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or

(c) restrictions in respect of blocked periods on or around payment dates or voting periods;

(v) "**Maximum Maturity**" means an obligation that has a remaining maturity of not greater than the period specified in the Standard (or if no such period is specified, thirty years);

(vi) "**Accelerated or Matured**" means an obligation under which the principal amount owed, whether by reason of maturity, acceleration, termination or otherwise, is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws; and

(vii) "**Not Bearer**" means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via the Euroclear system, Clearstream International or any other internationally recognized clearing system.

"**Valuation Time**" means, the time specified in the relevant Pricing Conditions, or if no such time is specified, as selected by the Calculation Agent in its sole discretion, any time at or after 11:00 a.m. London time in the principal trading market for the Reference Obligation.

"**Voting Shares**" means the shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

"**Weighted Average Quotation**" means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Valuation Obligation with an Outstanding Principal Balance or Due and Payable Amount, as applicable, of as large a size as available but less than the Quotation

Amount (but of a size at least equal to the Minimum Quotation Amount) that in aggregate are approximately equal to the Quotation Amount.

13 Additional Provisions for Senior Non-Preferred Reference Obligations

In respect of any Reference Entity in respect of which the Transaction Type is "European Senior Non Preferred Financial Corporate" or "Standard European Senior Non Preferred Financial Corporate" the following provisions shall be applicable only in respect of such Reference Entity (and where there is any conflict between this Credit Linked Provision 13 (*Additional Provisions for Senior Non-Preferred Reference Obligations*) and any other provisions of these Credit Linked Provisions, this Credit Linked Provision 13 shall apply).

(i) "**Senior Non-Preferred Credit Position**" means a Credit Position attributable to a Reference Entity in respect of which this Credit Linked Provision 13 (*Additional Provisions for Senior Non-Preferred Reference Obligations*) is specified as applicable. A Senior Non Preferred Transaction shall constitute a Subordinated Credit Position for the purposes of such definition.

(ii) "**Senior Non-Preferred Obligation**" means any obligation of the Reference Entity which is Subordinated only to any unsubordinated Borrowed Money Obligations of the Reference Entity but not further or otherwise, or which would be so Subordinated if any unsubordinated Borrowed Money Obligations of the Reference Entity existed, and which ranks above Traditional Subordinated Obligations of the Reference Entity or which would so rank if any Traditional Subordinated Obligations of the Reference Entity existed. A Senior Non-Preferred Obligation shall constitute a Subordinated Obligation for the purposes of such definition.

(iii) "**Traditional Subordinated Obligation**" means (a) Tier 2 Subordinated Obligations of the Reference Entity; (b) any obligations of the Reference Entity which rank or are expressed to rank *pari passu* with any Tier 2 Subordinated Obligations of the Reference Entity; and (c) any obligations of the Reference Entity which are Subordinated to the obligations thereto described in (a) and (b) above shall each (without limitation) constitute a "Traditional Subordinated Obligation" in respect of a Senior Non Preferred Obligation. A Traditional Subordinated Obligation shall constitute a Further Subordinated Obligation for the purposes of such definition.

(iv) "**Tier 2 Subordinated Obligation**" means any obligation of the Reference Entity which meets the conditions set out in Article 63 of Regulation 575/2013 of the European Parliament and of the Council of 26 June 2013, as such Article may be amended or replaced from time to time (the "**CRR**") or which are (or were at any time) otherwise eligible as a Tier 2 item in accordance with the CRR.

(v) "**Subordination**" shall have the meaning ascribed to that term in Credit Linked Provision 12 (*Definitions*) above and such term shall be applied in the assessment of any Obligation without regard to how the Obligation is described by the laws of any relevant jurisdiction, including any characterisation of the Obligation as senior or unsubordinated by the laws of any relevant jurisdiction.

(vi) The definition of "**Reference Obligation**" in Credit Linked Provision 12 (*Definitions*) above is hereby amended by adding the following proviso to the end of paragraph (i)(a) of such definition immediately following the words "if any":

"provided that, irrespective of any Original Non-Standard Reference Obligation specified in the Pricing Conditions, if (1) a Senior Non-Preferred Level Standard Reference Obligation of the Reference Entity is specified on the SRO List, such Standard Reference Obligation shall be deemed to constitute the Reference Obligation, or (2) no such Senior Non-Preferred Level Standard Reference Obligation of the Reference Entity is specified on the SRO List but such Standard Reference Obligation has previously been specified on the SRO List, there shall be deemed to be no Reference Obligation applicable and such previously specified Senior Non-

Preferred Level Standard Reference Obligation of the Reference Entity shall be deemed to constitute the Prior Reference Obligation".

(vii) "**Seniority Level**" means Senior Non-Preferred Level.

14 2019 Narrowly Tailored Credit Event Supplement

In respect of each Reference Entity that is not a Sovereign, unless "NTCE Supplement" is stated to be not applicable in the relevant Pricing Conditions, from (and including) (A) the Implementation Date (as defined in the ISDA 2019 NTCE Protocol published by ISDA on August 27, 2019 on its website at https://www.isda.org/ (or any successor website thereto)); or (B) in the case of Certificates referencing Reference Entities comprising a CDX index or iTraxx index (whether tranched or untranched) which has an index annex date (or analogous date) that is prior to such Implementation Date, the Trade Date:

(i) in respect of each such Reference Entity, each of 'Fallback Discounting" and "Credit Deterioration Requirement" shall be deemed to be applicable in the related Pricing Conditions; and

(ii) the Credit Linked Provisions shall be amended as follows:

(a) the definition of Outstanding Principal Balance in Credit Linked Provision 12 (*Definitions*) above shall be deleted and the following substituted therefor:

""**Outstanding Principal Balance**" of an obligation will be calculated as follows:

(i) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, subject as provided below, the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (A) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (B) the amount of the Fixed Cap, if any);

(ii) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (A) is subject to any Prohibited Action, or (B) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (I) payment or (II) a Permitted Contingency) (the amount determined in sub-paragraph (i) less any amounts subtracted in accordance with this sub-paragraph (ii), the "**Non-Contingent Amount**"); and

(iii) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

(A) unless otherwise specified, in accordance with the terms of the obligation in effect on the Valuation Date; and

(B) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

For the purposes of sub-paragraph (iii)(B) above, "applicable laws" shall include any bankruptcy or insolvency law or other law affecting creditors' rights to which the relevant obligation is, or may become, subject.

If "Fallback Discounting" is specified as applicable in the related Pricing Conditions, then notwithstanding the above, if (i) the Outstanding Principal Balance of an obligation is not reduced or discounted under sub-paragraph (iii)(B) above, (ii) that obligation is either a

Bond that has an issue price less than ninety-five per cent of the principal redemption amount or a Loan where the amount advanced is less than ninety-five per cent of the principal repayment amount, and (iii) such Bond or Loan does not include provisions relating to the accretion over time of the amount which would be payable on an early redemption or repayment of such Bond or Loan that are customary for the applicable type of Bond or Loan as the case may be, then the Outstanding Principal Balance of such Bond or Loan shall be the lesser of (a) the Non-Contingent Amount; and (b) an amount determined by the Calculation Agent by straight line interpolation between the issue price of the Bond or the amount advanced under the Loan and the principal redemption amount or principal repayment amount, as applicable.

For the purposes of determining whether the issue price of a Bond or the amount advanced under a Loan is less than ninety-five per cent of the principal redemption amount or principal repayment amount (as applicable) or, where applicable, for applying straight line interpolation:

(x) where such Bond or Loan was issued as a result of an exchange offer, the issue price or amount advanced of the new Bond or Loan resulting from the exchange shall be deemed to be equal to the aggregate Outstanding Principal Balance of the original obligation(s) that were tendered or exchanged (the "**Original Obligation(s)**") at the time of such exchange (determined without regard to market or trading value of the Original Obligation(s)); and

(y) in the case of a Bond or Loan that is fungible with a prior debt obligation previously issued by the relevant Reference Entity, such Bond or Loan shall be treated as having the same issue price or amount advanced as the prior debt obligation.

In circumstances where a Certificateholder would have received more than one obligation in exchange for the Original Obligation(s), the Calculation Agent will determine the allocation of the aggregate Outstanding Principal Balance of the Original Obligation(s) amongst each of the resulting obligations for the purpose of determining the issue price or amount advanced of the relevant Bond or Loan. Such allocation will take into account the interest rate, maturity, level of subordination and other terms of the obligations that resulted from the exchange and shall be made by the Calculation Agent in accordance with the methodology (if any) determined by the relevant Credit Derivatives Determinations Committee.

Where Cash Settlement is specified to be the Settlement Method (or if Cash Settlement is applicable as the Fallback Settlement Method in accordance with Credit Linked Provision 1 (*Auction Settlement*)), Exclude Accrued Interest shall, unless otherwise specified in the relevant Pricing Conditions, be applicable."; and

(b) the definition of Failure to Pay in Credit Linked Provision 12 (*Definitions*) above shall be deleted and the following substituted therefor:

""**Failure to Pay**" means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure.

If "Credit Deterioration Requirement" is specified as applicable in the related Pricing Conditions, then, notwithstanding the foregoing, it shall not constitute a Failure to Pay if such failure does not directly or indirectly either result from, or result in, a deterioration in the creditworthiness or financial condition of the Reference Entity.

If an occurrence that would constitute a Failure to Pay (i) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (ii) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination."

ANNEX A
CREDIT DERIVATIVES DETERMINATIONS COMMITTEES

*In making certain determinations with respect to the Certificates, the Calculation Agent shall be obliged to follow the DC Resolutions of the Credit Derivatives Determinations Committees. This Annex sets forth a summary of the Credit Derivatives Determinations Committees Rules, as published by the DC Secretary on behalf of ISDA on its website at https://www.cdsdeterminationscommittees.org/ (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof (the "**Rules**"), as they exist as of the Trade Date. This Annex does not form part of the Credit Linked Provisions. This summary is not intended to be exhaustive and prospective investors should also read the Rules, and reach their own views prior to making any investment decisions. The most recent version of the Rules published by the DC Secretary on behalf of ISDA is available at:*

https://www.cdsdeterminationscommittees.org/dc-rules/ (or any successor website thereto)

Capitalised terms used but not defined in this summary have the meaning specified in the Credit Linked Provisions or the Rules, as applicable.

Establishment of the Credit Derivatives Determinations Committees

In accordance with the Rules, a Credit Derivatives Determinations Committee has been formed for each of the regions of (a) the Americas, (b) Asia Ex-Japan, (c) Australia-New Zealand, (d) Europe, Middle East and Africa and (e) Japan. As of the date of the Pricing Conditions in respect of the Certificates, the Calculation Agent (or one of its Affiliates) is a voting member on each of the Credit Derivatives Determinations Committees. See "*Risk Factors - Potential conflicts of interest due to the involvement of the Calculation Agent with the Credit Derivatives Determinations Committees*" for additional information regarding conflicts of interest. The Credit Derivatives Determinations Committees will act in accordance with the Rules and will make determinations in connection with Credit Derivative Transactions that have incorporated, or are deemed to have incorporated, the 2014 ISDA Credit Derivatives Definitions (the "**2014 Definitions**") or the Updated 2003 Definitions, in each case, as published by ISDA. Pursuant to the Rules, ISDA may serve as, or may, at any time and from time to time, appoint a third party to act as the secretary of each Credit Derivatives Determinations Committee (the "**DC Secretary**"). As of the Trade Date DC Administration Services, Inc. currently acts as DC Secretary and will perform the administrative duties and make certain determinations as provided under the Rules. The DC Secretary does not have a vote in relation to any question brought before a Credit Derivatives Determinations Committee

Decision-making Process of the Credit Derivatives Determinations Committees

Each DC Resolution by a Credit Derivatives Determinations Committee will apply to Credit Derivative Transactions that incorporate, or are deemed to incorporate, the 2014 Definitions or the Updated 2003 Definitions and for which the relevant provisions are not materially inconsistent with the provisions with respect to which the Credit Derivatives Determinations Committee bases its determination. As a result, except pursuant to the terms of the Certificates, determinations by the Credit Derivatives Determinations Committees are not otherwise applicable to the Certificateholders. Furthermore, the institutions on the Credit Derivatives Determinations Committees owe no duty to the Certificateholders. Under the terms of the Certificates, certain determinations by the Credit Derivatives Determinations Committees will be binding on the Certificateholders. The Credit Derivatives Determinations Committees shall have no ability to amend the terms of the Certificates. The Credit Derivatives Determinations Committees will be able to make determinations without action or knowledge by the Certificateholders.

Any determination by the Calculation Agent that a Credit Event or a Potential Repudiation/Moratorium, as applicable (each a "**Relevant Event**"), may have occurred for the purposes of the Credit Linked Provisions shall not be construed as a determination by the Calculation Agent that any relevant Credit Derivatives Determinations Committee will be convened to Resolve whether such Relevant Event has occurred or that if any relevant Credit Derivatives Determinations Committee has convened to Resolve

whether such Relevant Event has occurred, such Credit Derivatives Determinations Committee will so Resolve that such Relevant Event has occurred.

A Credit Derivatives Determinations Committee will be convened upon referral of (a) a question to the DC Secretary by an identified Eligible Market Participant and the agreement of at least one of the voting members of the relevant Credit Derivatives Determinations Committee to deliberate the question (other than in respect of a Qualifying CCP Question (as further outlined in the Rules)) or (b) a general interest question to the DC Secretary by an unidentified eligible market participant and the agreement of at least two of the voting members of the relevant Credit Derivatives Determinations Committee to deliberate the question. In each case, the identity of such voting member(s) who agree to deliberate the relevant question will not be disclosed by the DC Secretary. The DC Secretary will convene the Credit Derivatives Determinations Committee (a) for each region, where the Rules provide that a Credit Derivatives Determinations Committee for each region shall be convened or (b) for the region that includes the Relevant Transaction Type, where the Rules do not provide that a Credit Derivatives Determinations Committee for each region shall be convened, in each case, to which the referred question relates, as determined in accordance with the Rules. Any party to a Credit Derivative Transaction that incorporates, or is deemed to incorporate, the 2014 Definitions or the Updated 2003 Definitions or a central clearing counterparty with an open interest in any such Credit Derivative Transaction may refer a question to the DC Secretary for a Credit Derivatives Determinations Committee to consider. Therefore, a binding determination may be made with respect to the Certificates without any action by the Certificateholders.

Once a question is referred to a Credit Derivatives Determinations Committee, a DC Resolution may result quickly, as a binding vote usually must occur within two business days of the first meeting held with respect to such question unless the timeframe is shortened or extended or the relevant question is dismissed or transferred in the limited circumstances permitted by the Rules, in each case, by agreement of at least 80 per cent. of the voting members participating in a vote held in accordance with the Rules (a "**Supermajority**"). In addition, voting members of the Credit Derivatives Determinations Committees are required to participate in each binding vote, subject only to limited abstention rights in the event that a voting member is the Reference Entity that is the subject of the relevant meeting. Notices of questions referred to the Credit Derivatives Determinations Committees, meetings held to deliberate such questions, lists of voting members attending any meetings and the results of binding votes will be published on the website of the Credit Derivatives Determinations Committees and neither the Company, the Calculation Agent nor any of its Affiliates shall be obliged to inform the Certificateholders of such information. Certificateholders shall therefore be responsible for obtaining such information.

The Credit Derivatives Determinations Committees have the ability to make determinations that may materially affect the Certificateholders. The Credit Derivatives Determinations Committees will be able to make a broad range of determinations in accordance with the Rules that may be relevant to the Certificates and materially affect the Certificateholders. For each of the general types of questions discussed below, the Credit Derivatives Determinations Committees may determine component questions that arise under the 2014 Definitions, or the Rules and that are related to the initial question referred. Since the terms governing the credit-linked elements of the Certificates are substantially similar to the 2014 Definitions, such determinations may affect the Certificateholders, as further described below.

Credit Events

The Credit Derivatives Determinations Committees will be able to determine whether a Credit Event has occurred in respect of a Reference Entity and the date of such Credit Event. Related questions that are also within the scope of the Credit Derivatives Determinations Committees are whether a Potential Failure to Pay or a Potential Repudiation/Moratorium has occurred in respect of such Reference Entity (such determination being a "**Credit Event Resolution**"). In addition, the Credit Derivatives Determinations Committees will also determine, where necessary, whether the required Publicly Available Information has been provided. Each of these determinations, other than whether the required

Publicly Available Information has been provided, requires the agreement of a Supermajority in order to avoid the referral of the question to the external review process, as described further below. The determination of whether the required Publicly Available Information has been provided requires the agreement of more than 50 per cent. of the voting members participating in a binding vote held in accordance with the Rules (a "**Majority**") and is not eligible for external review. Each of these determinations may affect whether a Credit Event will occur and, therefore, whether an Event Determination Date will occur, in each case, under the Certificates. To the extent that the Credit Derivatives Determinations Committee Resolves that a Credit Event has occurred with respect to one of the Reference Entity(ies) on or after the Credit Event Backstop Date, an Event Determination Date shall be deemed to have occurred on the relevant Credit Event Resolution Request Date if such Credit Event Resolution Request Date occurred on or prior to the last day after the Notice Delivery Period (including prior to the Trade Date). Notwithstanding the scope of the Credit Derivatives Determinations Committees, the Calculation Agent may still declare a Credit Event and deliver a Credit Event Notice even if a Credit Derivatives Determinations Committee has not Resolved that a Credit Event has occurred, provided that a Credit Derivatives Determinations Committee has not Resolved that a Credit Event has not occurred.

Successor Resolutions

The Credit Derivatives Determinations Committees will be able to determine (a) the relevant obligations of the Reference Entity that is the subject of a relevant meeting, (b) the proportion of the relevant obligations to which each purported Successor succeeds and (c) the Succession Date in order to determine the identity of the Successor(s). In addition, the Credit Derivatives Determinations Committees will also determine the identity of the Successor(s) in accordance with the Rules and whether a Sovereign Succession Event has occurred in respect of a Reference Entity that is a Sovereign (each a "**Successor Resolution**"). If a Successor Resolution relates to a Reference Entity for which either (a) a Standard Reference Obligation is included on the SRO List or (b) a Package Observable Bond is included on the POB List, the relevant Credit Derivatives Determinations Committee may, in each case, with the agreement of a Majority to direct the SRO Administrator or the POB Administrator (as applicable) to make any adjustments to the SRO List or the POB List (as applicable) as it deems suitable and appropriate to reflect such Successor Resolution.

Subject as provided above, each of these determinations requires the agreement of a Supermajority in order to avoid the referral of the question to the external review process, as described further below, except for the actual identification of the Successor(s) (which only requires the agreement of a Majority and is not eligible for external review). The Calculation Agent will use the relevant DC Resolutions of the Credit Derivatives Determinations Committees in order to determine Successor(s) to the Reference Entity(ies).

Other Questions

The Credit Derivatives Determinations Committees will be able to determine whether a Substitution Event has occurred such that a Substitute Reference Obligation should be identified and, if so, the appropriate Substitute Reference Obligation and Substitution Event Date. In addition, the Credit Derivatives Determinations Committees will be able to determine whether an entity that acts as seller of protection under one or more transactions (such entity, the "**Relevant Seller**") or a Reference Entity has consolidated or amalgamated with, or merged into, or transferred all or substantially all its assets to, the Reference Entity or the Relevant Seller, as applicable, or that the Relevant Seller and the Affected Reference Entity have become Affiliates. Each of these determinations requires the agreement of a Supermajority in order to avoid the referral of the question to the external review process, as described further below. The Calculation Agent may follow such DC Resolutions in making the equivalent determinations with respect to the Certificates.

The Credit Derivatives Determinations Committees will be able to determine other referred questions that are relevant to the credit derivatives market as a whole and are not merely a matter of bilateral dispute. Such questions require the agreement of a Supermajority for each Credit Derivatives

Determinations Committee implicated by the relevant question, as determined in accordance with the Rules, in order to avoid the possible referral of the question to the external review process, as described further below. In cases where the required voting threshold is not satisfied, the question will be referred to the external review process if a Majority agree. Any guidance given by the Credit Derivatives Determinations Committees with respect to questions of interpretation of the 2014 Definitions are likely to influence the Calculation Agent in interpreting equivalent provisions under the Certificates.

Any General Interest Question can be submitted to the Credit Derivatives Determinations Committees by an unidentified Eligible Market Participant for deliberation. The relevant Credit Derivatives Determinations Committee(s) will deliberate such question upon the agreement of at least two of the voting members of the relevant Credit Derivatives Determinations Committee to deliberate the question. Once the deliberations on such question have commenced, the relevant Credit Derivatives Determinations Committee will proceed in accordance with the procedures described above with respect to the relevant question category, except that the identity of the Eligible Market Participant who submitted the question will not be revealed to the members of the Credit Derivatives Determinations Committees or the general public.

Auction Resolutions

The Credit Derivatives Determinations Committees will be able to determine whether one or more auctions will be held to settle the relevant Credit Derivative Transactions in respect of which a Credit Event has occurred in respect of a Reference Entity in accordance with the terms of the Credit Derivatives Auction Settlement Terms. Such determination requires the agreement of a Majority (provided that the relevant Credit Derivatives Determinations Committee has not determined by a Supermajority that no Deliverable Obligations exist in respect of the relevant Reference Entity). In addition, the Credit Derivatives Determinations Committees will also determine the Final List of Deliverable Obligations in respect of a relevant Auction. Such determination requires the agreement of a Supermajority in order to avoid the referral of such matter to the external review process, as further described below. For more information about the operation of Auctions, see "*Auction Settlement Terms*" in Annex B to the Credit Linked Provisions.

External Review

As described immediately above, certain questions deliberated by the Credit Derivatives Determinations Committees are subject to an external review process if the required threshold is not met during the binding vote held with respect to such question. For such questions, if a Supermajority (or, in the case of certain questions, a Majority) fails to resolve such issue following a binding vote, the question will be automatically referred to the external review process. Questions that are not eligible for external review often require only a Majority to agree in order to reach a DC Resolution.

Questions referred to external review will be considered by a panel of three independent individuals who will be selected by either the unanimous decision of the relevant Credit Derivatives Determinations Committee or, if such unanimous decision is not reached, by the DC Secretary at random. The default duration of the external review process (which can be modified by a Supermajority of the relevant Credit Derivatives Determinations Committee in accordance with the Rules) is twelve business days from the referral of the question and contemplates the receipt of both written submissions and oral argument. Any member of ISDA may provide written submissions to the external reviewers, which will be made available to the public on the website of the Credit Derivatives Determinations Committees, and the conclusion reached in accordance with the external review process will be binding on the Certificateholders. In instances where the vote of the relevant Credit Derivatives Determinations Committee was less than or equal to 60 per cent., the decision of the relevant Credit Derivatives Determinations Committee will be determinative unless the majority of the external reviewers agree to overturn the original vote of such Credit Derivatives Determinations Committee. However, in instances where the vote of the relevant Credit Derivatives Determinations Committee was between 60 per cent. and 80 per cent., all three external reviewers must agree in order to overturn the vote of such Credit Derivatives Determinations Committee.

Certificateholders should be aware that the external reviewers may not consider new information that was not available to the relevant Credit Derivatives Determinations Committee at the time of the binding vote and questions may be returned to the Credit Derivatives Determinations Committee for another vote if new information becomes available. In addition, if the external reviewers fail to arrive at a decision for any reason, the entire process will be repeated. As a result, the external review process may be elongated in certain situations, leaving questions that may materially affect the Certificateholders unresolved for a period of time.

The Composition of the Credit Derivatives Determinations Committees

Subject as provided in the Rules, each Credit Derivatives Determinations Committee is composed of fifteen voting members and three non-voting consultative members. Ten of the voting members are dealer institutions, with eight serving across all regions and two potentially varying by region. The other five voting members are non-dealer institutions that serve across all regions. The three non-voting consultative members consist of one dealer institution and one non-dealer institution that serve across all regions and one dealer institution that could potentially vary by region. For the first composition of the Credit Derivatives Determinations Committees only, an additional non-voting dealer institution has been selected to serve across all regions.

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

Ability of the Calculation Agent or its Affiliates to influence the Credit Derivatives Determinations Committees

As of the date of the Pricing Conditions for the Certificates, the Calculation Agent (or one of its Affiliates) is a voting member on each of the Credit Derivatives Determinations Committees. In such capacity, it may take certain actions that may influence the process and outcome of decisions of the Credit Derivatives Determinations Committees, including (without limitation): (a) agreeing to deliberate a question referred to the DC Secretary, (b) voting on the resolution of any question being deliberated by a Credit Derivatives Determinations Committee and (c) advocating a certain position during the external review process. In addition, as a party to Credit Derivative Transactions which incorporate, or are deemed to incorporate, the 2014 Definitions or the Updated 2003 Definitions, the Calculation Agent may refer a question to the DC Secretary for a Credit Derivatives Determinations Committee to deliberate. In deciding whether to take any such action, the Calculation Agent (or its Affiliate) shall be under no obligation to consider the interests of any Certificateholder. See "*Potential conflicts of interest of the Calculation Agent*" below for additional information.

Potential Conflicts of Interest of the Calculation Agent

Since, as of the date of the Pricing Conditions for the Certificates, the Calculation Agent (or one of its Affiliates) is a voting member on each of the Credit Derivatives Determinations Committees and is a party to Credit Derivative Transactions which incorporate, or are deemed to incorporate, the 2014 Definitions, it may take certain actions which may influence the process and outcome of decisions of the Credit Derivatives Determinations Committees. See "*Ability of the Calculation Agent or its Affiliates to influence the Credit Derivatives Determinations Committees*" above for additional information. Such action may be adverse to the interests of the Certificateholders and may result in an economic benefit accruing to the Calculation Agent. In taking any action relating to the Credit Derivatives Determinations Committees or performing any duty under the Rules, the Calculation Agent shall have no obligation to

consider the interests of the Certificateholders and may ignore any conflict of interest arising due to its responsibilities under the Certificates.

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

Certificateholders should also be aware that institutions serving on the Credit Derivatives Determinations Committees have no duty to research or verify the veracity of information on which a specific determination is based. In addition, the Credit Derivatives Determinations Committees are not obligated to follow previous determinations and, therefore, could reach a conflicting determination for a similar set of facts.

Certificateholders shall be responsible for obtaining information relating to deliberations of the Credit Derivatives Determinations Committees. Notices of questions referred to the Credit Derivatives Determinations Committees, meetings held to deliberate such questions and the results of binding votes will be published on the website of the Credit Derivatives Determinations Committees and neither the Company, the Calculation Agent nor any of its Affiliates shall be obliged to inform the Certificateholders of such information. Failure by the Certificateholders to be aware of information relating to deliberations of a Credit Derivatives Determinations Committee will have no effect under the Certificates and Certificateholders are solely responsible for obtaining any such information.

Amendments to the Rules

The Rules may be amended from time to time without the consent or input of the Certificateholders and the powers of the Credit Derivatives Determinations Committees may be expanded or modified as a result, in each case, in accordance with the Rules.

ANNEX B
AUCTION SETTLEMENT TERMS

If an Event Determination Date occurs with respect to a Reference Entity and Credit Linked Provision 1 (*Auction Settlement*) applies, each Certificateholder may be entitled to payment of an amount in the Relevant Currency calculated based on the Auction Final Price for such Reference Entity (if any). This Annex contains a summary of certain provisions of the Credit Derivatives Auction Settlement Terms, as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") on March 12, 2009 as Annex B to the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions (as supplemented from time to time by ISDA) (the "**Form of Auction Settlement Terms**") and is qualified by reference to the detailed provisions thereof. The following does not purport to be complete and prospective investors must refer to the Form of Auction Settlement Terms for detailed information regarding the auction methodology set forth therein (the "**Auction Methodology**"). The Auction and the Auction Methodology apply to credit default swaps on the Reference Entity and do not apply specifically to the Certificates; however, if an Event Determination Date occurs and an Auction is held, the Calculation Agent will apply the Auction Final Price to the Certificates. See Credit Linked Provision 1 (*Auction Settlement*) in the Credit Linked Provisions in Annex A to the relevant Pricing Conditions. A copy of the Form of Auction Settlement Terms is currently available at:

https://www.isda.org/a/kS6EE/Auction-Settlement-Terms-CLEAN.doc (or any successor website thereto)

Certificateholders of the Certificates should be aware that (i) the Form of Auction Settlement Terms available from the above website has not been updated to account for the 2014 ISDA Credit Derivatives Definitions as published by ISDA and (ii) this summary of the Form of Auction Settlement Terms is accurate only as of the date of the relevant Pricing Conditions for the Certificates and such Form of Auction Settlement Terms may be amended in accordance with the Rules (as defined below) at any time (and from time to time) at a later date without consultation with the Certificateholders. At any time after the date of the Pricing Conditions for the Certificates, the latest Form of Auction Settlement Terms may be available on the ISDA website at https://www.isda.org/ (or any successor website thereto). Further, notwithstanding the fact that the Form of Auction Settlement Terms (as may be amended from time to time) may appear on the ISDA website, the Credit Derivatives Determinations Committees have the power to amend the form of Credit Derivatives Auction Settlement Terms for a particular auction and this summary may therefore not be accurate in all cases (for further information about the Credit Derivatives Auction Settlement Terms, see "*Credit Derivatives Determinations Committees*" at Annex B of the relevant Pricing Conditions for the Certificates).

Capitalized terms used but not defined in this summary have the meaning specified in the Pricing Conditions for the Certificates. All times of day in this summary refer to such times in New York City.

Publication of Credit Derivatives Auction Settlement Terms

Pursuant to the Credit Derivatives Determinations Committees Rules, as published by the DC Secretary on behalf of ISDA on its website at https://www.cdsdeterminationscommittees.org/ (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof (the "**Rules**"), a Credit Derivatives Determinations Committee may determine that a Credit Event has occurred in respect of a Reference Entity (such entity, an "**Affected Reference Entity**") and that one or more auctions will be held in order to settle affected transactions referencing such Affected Reference Entity based upon an Auction Final Price determined according to an auction procedure set forth in the Form of Auction Settlement Terms (each, an "**Auction**"). If an Auction is to be held, the Credit Derivatives Determinations Committee will publish Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity, based upon the Form of Auction Settlement Terms. In doing so, the Credit Derivatives Determinations Committee will make several related determinations, including the Auction Date, the Participating Bidders and the supplemental terms that are detailed in

Schedule 1 to the Form of Auction Settlement Terms. The Credit Derivatives Determinations Committee may also amend the Form of Auction Settlement Terms for a particular auction and may determine that a public comment period is necessary in order to effect such an amendment if such amendment is not contemplated by the Rules.

Certain matters regarding Auctions following a Restructuring Credit Event

Following the occurrence of a Credit Event, all Deliverable Obligations of the affected Reference Entity tend to trade at the same price. However, in the event of a Restructuring Credit Event, bonds with a shorter remaining maturity tend to trade at a higher price than bonds with a longer-dated maturity. If either "Mod R" or "Mod Mod R" is specified as applicable with respect to a Reference Entity then certain maturity limitations in the Mod R and Mod Mod R provisions will apply to limit the maturity of Deliverable Obligations based on the maturity of the Certificates.

In cases where settlement of a Credit Derivative Transaction is triggered by Buyer, and Mod R (being market standard for Credit Derivative Transactions referencing North American corporate entities to which Restructuring is applicable) or Mod Mod R (being market standard for Credit Derivative Transactions referencing European corporate entities) is applicable, any obligation which Buyer wishes to Deliver to Seller must not only constitute a Deliverable Obligation but must also satisfy additional requirements as to transferability (for Mod R, being a Fully Transferable Obligation and for Mod Mod R, being a Conditionally Transferable Obligation) and as to its final maturity date.

(a) Pursuant to Mod R, Deliverable Obligations must (A) be 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 and (B) have a final maturity date not later than the applicable Restructuring Maturity Limitation Date. This date is the earlier of:

    (i) 30 months following the Restructuring Date; and

    (ii) the latest final maturity date of any Restructured Bond or Loan, provided, however, that the Restructuring Maturity Limitation Date shall not be earlier than the Credit Observation End Date.

(b) Pursuant to Mod Mod R, Deliverable Obligations must (A) be 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 required and (B) have a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date. This date is the later of:

    (i) the Scheduled Maturity Date; and

    (ii) 120 months following the Restructuring Date.

Following the determination by a relevant Credit Derivatives Determinations Committee that a Restructuring Credit Event has occurred in respect of a Reference Entity for which either Mod R or Mod Mod R is specified, the Credit Derivatives Determinations Committee will compile a Final List of Deliverable Obligations and, for each maturity bucket (each, a "**Maturity Bucket**"), the range of swap maturity dates of credit derivative swap transactions assigned to each Maturity Bucket. Broadly speaking, eight separate Maturity Buckets have been established for credit default swap transactions for which Mod or Mod Mod R is applicable. The first seven such Maturity Buckets will each encompass a maturity period that ends, respectively, 2.5 years, 5 years, 7.5 years, 10 years, 12.5 years, 15 years or 20 years following the Restructuring Date; and the eighth Maturity Bucket will encompass a maturity period ending after 20 years following the Restructuring Date (each such ending date, a "**Maturity Bucket End Date**"). The Maturity Bucket to which the Certificates will be notionally "assigned" will the one in which the Scheduled Maturity Date is expected to fall.

Deliverable Obligations which are Fully Transferable or Conditionally Transferable, as the case may be, and which have a final maturity date on or prior to the relevant Maturity Bucket End Date for the Maturity Bucket to which the Certificates are assigned will be Deliverable Obligations for the purposes of the

Maturity Bucket to which the Certificates are assigned and for those Maturity Buckets with later Maturity Bucket End Dates, if any.

Following the publication of the Final List, there may be no Auctions held for certain Maturity Buckets, either because: (a) there are no Deliverable Obligations that are not common between such buckets with a shorter-dated bucket; or (b) the Credit Derivatives Determinations Committee has determined that an Auction for such buckets are not warranted for reasons such as there being a limited notional volume of credit derivative transactions with maturities falling within such buckets. If at least 300 credit derivative transactions are triggered after a Restructuring Credit Event determination with respect to a given maturity bucket which would be likely to be covered by a single set of Credit Derivatives Auction Settlement Terms and five or more credit derivative dealers are parties to such transactions (or, otherwise, if the Credit Derivatives Determinations Committee so determines), an Auction will be held for such maturity bucket.

Where there are no Deliverable Obligations that such Maturity Buckets do not share with a shorter-dated Maturity Bucket, the relevant Auction for the purposes of the Certificates will be the next earlier Maturity Bucket that does not suffer from the same lack of Deliverable Obligations.

If no Auction is to be held for the Maturity Bucket corresponding to the Scheduled Maturity Date of the Certificates, the Calculation Agent may, in its sole discretion, determine that the Auction Final Price should be determined pursuant to another Auction, in respect of the next earlier Maturity Bucket for which an Auction is being held, by exercising the Movement Option. The Auction will take place no earlier than six business days following the relevant Exercise Cut-off Date. If the Calculation Agent does not exercise the Movement Option, the Certificates will be settled in accordance with the Cash Settlement Method.

Auction Methodology

Determining the Auction Currency Rate

On the Auction Currency Fixing Date, the Administrators will determine the rate of conversion (each, an "**Auction Currency Rate**") as between the Relevant Currency and the currency of denomination of each Deliverable Obligation (each, a "**Relevant Pairing**") by reference to a Currency Rate Source or, if such Currency Rate Source is unavailable, by seeking mid-market rates of conversion from Participating Bidders (determined by each such Participating Bidder in a commercially reasonable manner) for each such Relevant Pairing. If rates of conversion are sought from Participating Bidders and more than three such rates are obtained by the Administrators, the Auction Currency Rate will be the arithmetic mean of such rates, without regard to the rates having the highest and lowest values. If exactly three rates are obtained, the Auction Currency Rate will be the rate remaining after disregarding the rates having the highest and lowest values. For this purpose, if more than one rate has the same highest or lowest value, then one of such rates shall be disregarded. If fewer than three rates are obtained, it will be deemed that the Auction Currency Rate cannot be determined for such Relevant Pairing.

Initial Bidding Period

During the Initial Bidding Period, Participating Bidders will submit to the Administrators: (a) Initial Market Bids; (b) Initial Market Offers; (c) Dealer Physical Settlement Requests; and (d) Customer Physical Settlement Requests (to the extent received from customers).

Initial Market Bids and Initial Market Offers are firm quotations, expressed as percentages, to enter into credit derivative transactions in respect of the Affected Reference Entity on terms equivalent to the Representative Auction-Settled Transaction.

The Initial Market Bid and Initial Market Offer submitted by each Participating Bidder must differ by no more than the Maximum Initial Market Bid-Offer Spread of par and must be an integral multiple of the Relevant Pricing Increment. The Initial Market Bid must be less than the Initial Market Offer.

Dealer Physical Settlement Requests and Customer Physical Settlement Requests are firm commitments, submitted by a Participating Bidder, on its own behalf or on behalf of a customer, as applicable, to enter into a Representative Auction-Settled Transaction, in each case, as seller (in which case, such commitment will be a "**Physical Settlement Buy Request**") or buyer (in which case, such commitment will be a "**Physical Settlement Sell Request**"). Each Dealer Physical Settlement Request must be, to the best of such Participating Bidder's knowledge and belief, in the same direction as, and not in excess of, its Market Position. Each Customer Physical Settlement Request must be, to the best of the relevant customer's knowledge and belief (aggregated with all Customer Physical Settlement Requests submitted by such customer), in the same direction as, and not in excess of, its Market Position.

If the Administrators do not receive valid Initial Market Bids and Initial Market Offers from at least a minimum number of Participating Bidders (as determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity), the timeline will be adjusted and the Initial Bidding Period extended, with the Auction recommencing at such time(s) specified by the Administrators, otherwise it will proceed as follows.

Determination of Open Interest, Initial Market Midpoint and Adjustment Amounts

The Administrators will calculate the Open Interest, the Initial Market Midpoint and any Adjustment Amounts in respect of the Auction.

The Open Interest is the difference between all Physical Settlement Sell Requests and all Physical Settlement Buy Requests.

To determine the Initial Market Midpoint, the Administrators will: (a) sort the Initial Market Bids in descending order and the Initial Market Offers in ascending order, identifying non-tradable markets for which bids are lower than offers; (b) sort non-tradable markets in terms of tightness of spread between Initial Market Bid and Initial Market Offer; and (c) identify that half of the non-tradable markets with the tightest spreads. The Initial Market Midpoint is determined as the arithmetic mean of the Initial Market Bids and Initial Market Offers contained in the half of non-tradable markets with the tightest spreads.

Any Participating Bidder whose Initial Market Bid or Initial Market Offer forms part of a tradable market will be required to make a payment to ISDA on the third Business Day after the Auction Final Price Determination Date (an "**Adjustment Amount**"), calculated in accordance with the Auction Methodology. Any payments of Adjustment Amounts shall be used by ISDA to defray any costs related to any auction that ISDA has coordinated, or that ISDA will in the future coordinate, for purposes of settlement of credit derivative transactions.

If for any reason no single Initial Market Midpoint can be determined, the procedure set out above may be repeated.

At or prior to the Initial Bidding Information Publication Time on any day on which the Initial Bidding Period has successfully concluded, the Administrators publish the Open Interest, the Initial Market Midpoint and the details of any Adjustment Amounts in respect of the Auction.

If the Open Interest is zero, the Auction Final Price will be the Initial Market Midpoint.

Submission of Limit Order Submissions

In the event that the Open Interest does not equal zero, a subsequent bidding period will be commenced during the Initial Bidding Period which: (a) if the Open Interest is an offer to sell Deliverable Obligations, Participating Bidders submit Limit Bids; or (b) if the Open Interest is a bid to purchase Deliverable Obligations, Limit Offers, in each case, on behalf of customers and for their own account.

Matching bids and offers

If the Open Interest is a bid to purchase Deliverable Obligations, the Administrators will match the Open Interest against all Initial Market Offers and Limit Offers, as further described in the Auction Methodology. If the Open Interest is an offer to sell Deliverable Obligations, the Administrators will match the Open Interest against all Initial Market Bids and Limit Bids, as further described in the Auction Methodology.

(a) Auction Final Price when the Open Interest is Filled

The Auction Final Price will be the price associated with the matched market that is the highest offer or the lowest bid, as applicable, provided that: (a) if the Open Interest is an offer to sell and the price associated with the lowest matched bid is more than the Cap Amount higher than the Initial Market Midpoint, then the Auction Final Price will be the Initial Market Midpoint plus the Cap Amount; and (b) if the Open Interest is a bid to purchase and the price associated with the highest offer is more than the Cap Amount lower than the Initial Market Midpoint, then the Auction Final Price will be the Initial market Midpoint minus the Cap Amount.

(b) Auction Final Price when the Open Interest is Not Filled

If, once all the Initial Market Bids and Limit Bids or Initial Market Offers and Limit Offers, as applicable, have been matched to the Open Interest, part of the Open Interest remains, the Auction Final Price will be: (a) if the Open Interest is a bid to purchase Deliverable Obligations, the greater of (i) 100% and (ii) the highest Limit Offer or Initial Market Offer received; or (b) if the Open Interest is an offer to sell Deliverable Obligations, zero.

100 per cent. Cap to Auction Final Price

In all cases, if the Auction Final Price determined pursuant to the Auction Methodology is greater than 100 per cent., then the Auction Final Price will be deemed to be 100 per cent.

Publication of Auction Final Price

At or prior to the Subsequent Bidding Information Publication Time on any day on which the subsequent bidding period has successfully concluded, the Administrators will publish on their websites: (a) the Auction Final Price; (b) the names of the Participating Bidders who submitted bids, offers, valid Dealer Physical Settlement Requests and valid Customer Physical Settlement Requests, together with the details of all such bids and offers submitted by each; and (c) the details and size of all matched trades.

Execution of Trades Formed in the Auction

Each Participating Bidder whose Limit Bid or Initial Market Bid (or Limit Offer or Initial Market Offer if applicable) is matched against the Open Interest, and each Participating Bidder that submitted a Customer Physical Settlement Request or Dealer Physical Settlement Request, is deemed to have entered into a Representative Auction-Settled Transaction, and each customer that submitted such a Limit Bid, Limit Offer, or Physical Settlement Request is deemed to have entered into a Representative Auction-Settled Transaction with the dealer through whom the customer submitted such bid or offer. Accordingly, each such Participating Bidder or customer that is a seller of Deliverable Obligations pursuant to a trade formed in the auction must deliver to the buyer to whom such Participating Bidder or customer has been matched a Notice of Physical Settlement indicating the Deliverable Obligations that it will deliver, and such Deliverable Obligations will be sold to the buyer in exchange for payment of the relevant Auction Final Price.

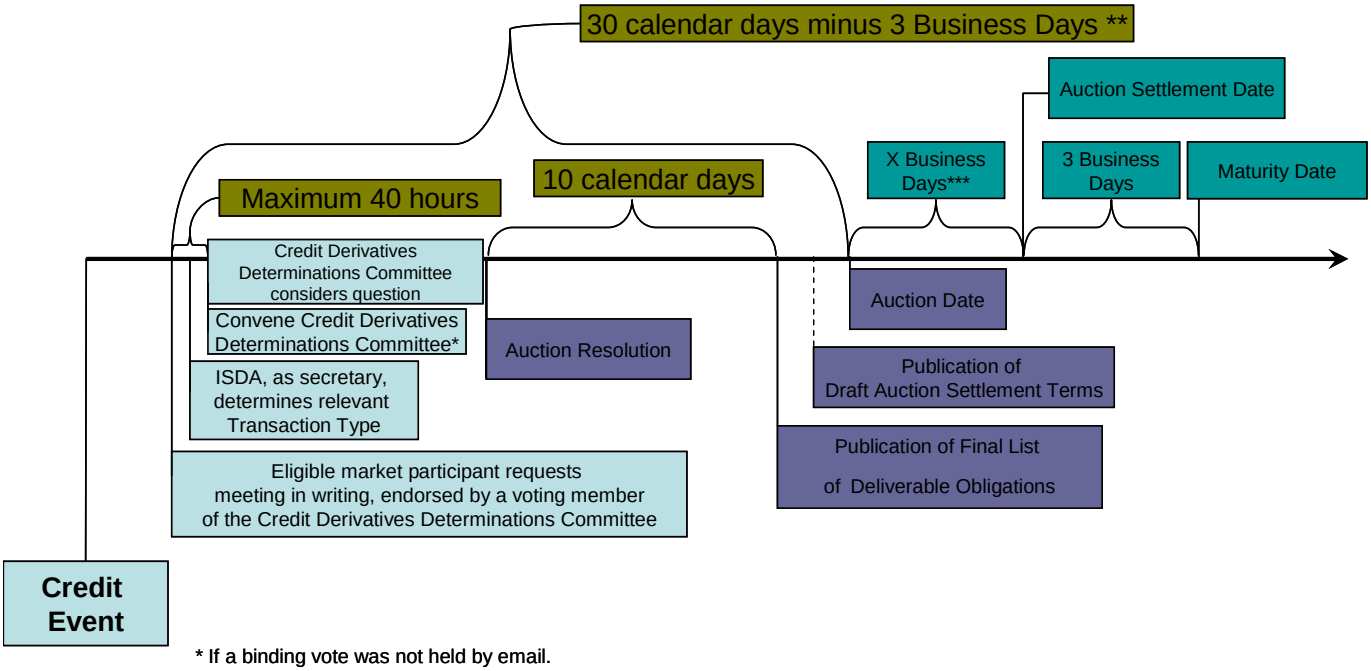
Timing of Auction Settlement Provisions

If an Auction is held in respect of an Affected Reference Entity, it is expected that the relevant Auction Date will occur on the third Business Day immediately prior to the 30th calendar day after which the relevant Credit Derivatives Determinations Committee received the request from an eligible market participant (endorsed by a member of the relevant Credit Derivatives Determinations Committee) to resolve whether a Credit Event has occurred with respect to such Reference Entity.

In respect of an Affected Reference Entity for which an Auction is held, the Auction Settlement Date will occur on a Business Day following the Auction Final Price Determination Date, as determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity (or if not specified in such Credit Derivatives Auction Settlement Terms, the third Business Day following the Auction Final Price Determination Date).

The expected timeline is illustrated in the diagram below. Certificateholders should be aware that the expected timeline is subject to amendment (and may be subject to acceleration or delay) upon agreement by at least 80 per cent. (by number) of the voting members of the relevant Credit Derivatives Determinations Committee.

Auction Timeline



* If a binding vote was not held by email.

** Can be amended by majority vote of the Credit Derivatives Determinations Committee.

*** This assumes that the Auction Final Price is determined on the Auction Date (see "Delayed Auction Provisions" and "Auction Cancellation"). Where "X" is a number of Business Days determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity.

Timeline subject to amendment by 80% vote of the Credit Derivatives Determinations Committee .

Delayed Auction Provisions

The Auction timing may be adjusted under the relevant following circumstances: (a) the occurrence of an event or news the occurrence of which two or more Participating Bidders consider has or could have a material effect on the Auction Final Price; (b) if the Administrators are unable to determine an Auction Currency Rate on the Auction Currency Fixing Date with respect to each Relevant Pairing; (c) if the Auction Methodology does not result in an Auction Final Price for any reason (including, but not limited to, the failure to receive the minimum number of valid Initial Market Bids and Initial Market Offers); or (d) any combination of (a), (b) and (c).

Auction Cancellation

If an Auction Final Price has not been determined on or prior to: (a) the fifth Business Day following the Auction Date, in the events described in clause (a) or (d) of "Delayed Auction Provisions" above; or (b) the second Business Day following the Auction Date, in the events described in clause (b) or (c) of "Delayed Auction Provisions" above, then the Auction will be deemed to have been cancelled and the Administrators and ISDA will announce the occurrence of such cancellation on their respective websites.

Ability of the Calculation Agent or its Affiliates to influence the outcome of the Auction

As of the date of the relevant Pricing Conditions for the Certificates, the Calculation Agent (or one of its Affiliates) is a leading dealer in the credit derivatives market. There is a high probability that the Calculation Agent (or one of its Affiliates) would act as a Participating Bidder in any Auction held with respect to the Reference Entity. In such capacity, it may take certain actions which may influence the Auction Final Price including (without limitation): (a) providing rates of conversion to determine the Auction Currency Rate; (b) submitting Initial Market Bids, Initial Market Offers and Dealer Physical Settlement Requests; and (c) submitting limit Bids and Limit Offers. In deciding whether to take any such action (or whether to act as a

Participating Bidder in any Auction), the Calculation Agent (or its Affiliate) shall be under no obligation to consider the interests of any Certificateholder.

Certain Definitions

"**Administrators**" means both Markit Group Limited and Creditex Securities Corp., acting together, or such other entities as may be appointed to perform the role of the Administrators by ISDA from time to time.

"**Auction Covered Transactions**" means all credit derivative transactions referencing the Affected Reference Entity which satisfy the criteria set forth in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity, including in respect of the provisions in such credit derivative transactions that set forth the criteria for establishing what obligations may constitute Deliverable Obligations (or, in the case of a cash settled credit derivative transaction, the provisions therein that set forth the criteria for establishing what obligations may be valued to determine a final price).

"**Auction Currency Fixing Date**" means, with respect to a relevant transaction type included in: (a) the Americas, the business day prior to the Auction Date; and (b) any other region, two business days prior to the Auction Date; and in each case as determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity.

"**Auction Date**" means the date on which the relevant Auction will be held, as determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity.

"**Auction Final Price Determination Date**" means the day, if any, on which the Auction Final Price is determined.

"**Auction Settlement Date**" means a Business Day following the Auction Final Price Determination Date, as determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity.

"**Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in, if the Transaction Type of the relevant Affected Reference Entity is included in: (a) the Americas, New York; and (b) otherwise, London.

"**Cap Amount**" means the percentage that is equal to one half of the Maximum Initial Market Bid-Offer Spread (rounded to the nearest Relevant Pricing Increment).

"**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.

"**Initial Bidding Information Publication Time**" has the meaning determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity.

"**Initial Bidding Period**" means the period initially determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity, as such period may be extended by the Administrators, *inter alia*, to preserve the integrity of an Auction.

"**Market Position**" means, with respect to a Participating Bidder or customer, as applicable, the aggregate amount of Deliverable Obligations that the relevant Participating Bidder or customer, as applicable, would have to buy or sell in order to obtain an identical risk profile after the Auction Settlement Date compared to its risk profile prior to the Auction Settlement Date with respect to all Auction Covered Transactions (excluding those Auction Covered Transactions for which the trade date is the Auction Final Price Determination Date) and all Auction-Linked Cash Settled Transactions to which such Participating Bidder, or any affiliate of such Participating Bidder, as applicable, or such customer, or any affiliate of such customer, as applicable, is a party and to which every other party is an Auction Party, such risk profile to be

determined without regard to whether the original transactions were documented as cash settled or physically settled transactions.

"**Maximum Initial Market Bid-Offer Spread**" means the percentage determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity.

"**Participating Bidders**" means the institutions that will act as participating bidders in the Auction.

"**Relevant Pricing Increment**" has the meaning determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity.

"**Representative Auction-Settled Transaction**" means an hypothetical single-name, physically settled credit default swap transaction referencing the Affected Reference Entity with the standard terms specified in the Form of Auction Settlement Terms.

"**Subsequent Bidding Information Publication Time**" has the meaning determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity.

SCHEDULE 2
REFERENCE ENTITY ANNEX

Reference Entity	**Standard Reference Obligation**	**Non-Standard Reference Obligation**	**Seniority Level**	**Applicability of the Secured Deliverable Obligation Characteristic Provisions**	**Transaction Type**	**Credit Position**	**Applicability of Monoline Supplement** *(for Standard North American Corporate only)*	**Applicability of Restructuring** *(for Standard North American Corporate only)*
Telecom Italia S.p.A.	Applicable	Not Applicable	Senior Level	Not Applicable	Standard European Corporate	In respect of any date, the aggregate principal amount of the Certificates of that Series then outstanding as at such date.	Not Applicable	Not Applicable

SCHEDULE 3
FUND EVENT DEFINITIONS

The following terms and expressions shall have the following meanings in relation to the Certificates:

"**Fund**" has the meaning given to such term in the Pricing Conditions.

"**Fund Determination Date**" means the Trade Date.

"**Fund Event**" means, the occurrence of any of the following, as determined by the Calculation Agent (and, for the avoidance of doubt, the Calculation Agent has no obligation actively to monitor whether or not any of the following events has occurred):

(a) Insolvency in respect of the Fund, its Management Company or any of its Fund Service Providers;

(b) a Fund Merger Event in respect of the Fund;

(c) a Fund Termination in respect of the Fund;

(d) Nationalisation in respect of the Fund;

(e) the occurrence of any of the following events (each, a "**Fund Extraordinary Event**"):

(i) ***Global Events:***

(A) ***Modification of Fund Offering Documents***: the Calculation Agent determines that the Fund Offering Documents of the Fund have been amended, supplemented or otherwise modified since the Fund Determination Date, which the Calculation Agent determines would adversely affect a Hypothetical Investor in relation to its hedging activities in respect of the Certificates, including without limitation and by way of example only, to change the strategy or investment objective of such Fund or any investment guidelines or restrictions, the currency in which the Underlying Fund Shares of such Fund are denominated.

(B) ***Disputes***: The Calculation Agent determines that the Fund, the Management Company of the Fund or any of the Fund Service Providers of a Fund become party to any litigation or dispute, which in the determination of the Calculation Agent, could materially impact the performance of the Fund.

(ii) ***Net Asset Value and Performance***:

(A) ***Failure to Calculate NAV***: The Calculation Agent determines the Fund or any applicable Fund Service Provider of the Fund fails to calculate and announce and/or publish the NAV per Underlying Fund Share on the date in respect of which such value is scheduled to be published according to the Fund Offering Documents of such Fund, and such breach is not cured within 3 Business Days' to the satisfaction of the Calculation Agent, or any changes are made to the frequency with which, or the dates on which, the NAV per Underlying Fund Share is calculated, as set out in the Fund Offering Documents of such Fund on the Fund Determination Date, and which the Calculation Agent determines that such change will have a material effect on the Certificates.

(B) ***Audited NAV***: in respect of the Fund, the Calculation Agent determines that any audited NAV per Underlying Fund Share of such Fund is different from the NAV per Underlying Fund Share of such Fund previously announced and/or published by such Fund or any Fund Service Provider of such Fund, or such Fund's auditors qualify or

refuse to provide an unqualified report in respect of such Fund or any NAV per Underlying Fund Share of such Fund.

(iii) ***Trading***:

(A) ***Mandatory Redemption***: the Calculation Agent determines that the Hypothetical Investor would be required, or that it would be appropriate for the Hypothetical Investor, for any reason whatsoever including without limitation, regulatory reasons or any mandatory redemption imposed by the Fund, to redeem any Underlying Fund Shares it may hold as a hedge in respect of the Certificates.

(B) ***Material Change in Strategy***: (I) A material change is made to (x) the risk profile, (y) the investment objective or (z) the investment restrictions, of the Fund in place as at the Fund Determination Date, or (II) the Calculation Agent is not satisfied that the Fund is being managed in accordance with its rules or in accordance with the description of the Fund's (x) risk profile, (y) investment objective or (z) investment restrictions, of such Fund as set out in its Fund Offering Documents in place as at the Fund Determination Date.

(C) ***Notification from Manager***: If a written notification (or other indication or acknowledgement) by the Management Company to Fund Shareholders or to the administrator of the Fund that, in its opinion, (I) it is not advisable to continue operation of such Fund because it is not economically prudent to do so, (II) the risk profile, strategy or investment objective of the Fund will not, or can no longer, be met in the foreseeable future or (III) liquidation, dissolution or discontinuance of such Fund is recommended.

(D) ***Suspension on Trading***: (I) Any suspension of, or limitation is imposed on, trading of the Fund (by reason of liquidity restrictions or otherwise), or (II) any limitation or other event which prevents the timely payment of redemption proceeds in cash to any investor (as specified in the Fund Offering Documents in place as at the Fund Determination Date), or (III) any dealing request made by any investor or prospective investor in such Fund is deferred in whole or in part.

(E) ***Increase in Fees***: the Calculation Agent determines that (I) the Fund, its Management Company or any Fund Service Provider has amended the management and/or incentive fee (or any other analogous fee) payable to the Management Company and/or any Fund Service Provider, as applicable, or (II) there is an increase in fees payable by the Hypothetical Investor in respect of a purchase, sale or holding in the Underlying Fund Shares of such Fund, or any dealing in the Underlying Fund Shares of such Fund or otherwise investing in such Underlying Fund Shares, from that in place as at the Fund Determination Date.

(F) ***Material Change in Investments***: The Calculation Agent determines that there has been a material change in the composition of assets in which the Fund invests from that as at the Fund Determination Date.

(iv) ***Operational failures***

(A) ***Change in Manager and/or Service Providers***: The Calculation Agent determines that (I) the Management Company of the Fund or any Fund Service Provider of the Fund resigns, has its appointment terminated or is otherwise replaced, (II) the Fund, the Management Company of the Fund or any of the relevant Fund Service Providers has experienced or is experiencing or will experience a material adverse change in its business, assets, operations or financial condition, (III) the Management Company of

the Fund or any Fund Service Provider of a Fund has breached any term of any contract between such Fund and its Management Company or any of its Fund Service Provider (as applicable), or (IV) that any contract between the Fund and its Management Company or any of its Fund Service Providers (as applicable) terminates or is otherwise not renewed or replaced, and the Calculation Agent further determines, in its discretion, that such occurrence could have an adverse economic impact on the Fund.

(B) ***Operational Failures***: the Calculation Agent determines that the operation or organisation of the Fund, the Management Company of the Fund, or any applicable Fund Service Provider of the Fund (including, without limitation, its organisational structure and its procedures, processes or policies in respect of investment selection, due diligence, asset allocation, risk management or investment monitoring) has changed from that as at the Fund Determination Date, or that any such procedures, processes or policies are either not being applied or are not being applied consistently with their application on the Fund Determination Date, where such change has, in the determination of the Calculation Agent, a material effect on the Certificates and such changes are not rectified to the satisfaction of the Calculation Agent within five Business Days.

(C) ***Reporting Failures***: there occurs any failure of the Fund, the Management Company of the Fund or any Fund Service Provider of the Fund to deliver or cause to be delivered to the Hypothetical Investor any information (I) that it is normal practice to deliver or (II) which the Calculation Agent deems necessary for any determinations, including but not be limited to, determinations in respect of the occurrence of any Fund Event or in the execution of its and the Company's duties and obligations with respect to the Certificates, cause to be delivered to any Fund Shareholder or the Hypothetical Investor on or before the time specified in the Fund Offering Documents of such Fund, and such breach is not cured within five Business Days or, if none, within a reasonable time, as determined by the Calculation Agent.

(v) ***Regulatory and legal constraints***

(A) ***Regulatory Action***: the Calculation Agent determines that the activities of the Fund, the Management Company of the Fund or any Fund Service Provider of the Fund and/or any of their respective directors, officers, employees or agents are placed under review or investigation by any governmental, legal, administrative or regulatory authority or court of competent jurisdiction and/or are subject to any charges or actions by any governmental, legal, administrative or regulatory authority for reasons of wrongdoing, suspected wrongdoing, breach (or suspected breach) of any applicable law, rule or regulation or other similar reason and/or the Fund, the Management Company of the Fund or any Fund Service Provider of the Fund and/or any of their respective directors, officers, employees or agents have any of their respective registrations, authorisations, licences or memberships with any governmental, legal, administrative or regulatory authorities revoked, suspended, terminated, limited or qualified in any way.

(B) ***Regulatory Constraints***: the Calculation Agent determines that the Hypothetical Investor is or may in the future be unable, or that it is or may become impractical or difficult for the Hypothetical Investor to perform any obligation imposed on the Hypothetical Investor by any law, rule, regulation or interpretation thereof by any governmental, regulatory or administrative body or authority or court or stock exchange, in each case of competent authority including, without limitation and by way

of example only, any reporting or accounting obligation, due to its investment in the Underlying Fund Shares of the Fund.

"**Fund Merger Date**" means, in respect of a Fund Merger Event, the date which is the earlier of:

(a) a date selected by the Calculation Agent which falls on or after the date on which such Fund Merger Event occurred, as determined by the Calculation Agent; and

(b) the date upon which all Fund Shareholders have agreed or become obliged to transfer their Underlying Fund Shares, as determined by the Calculation Agent.

"**Fund Merger Event**" means the occurrence of:

(a) in respect of the Fund, any (i) reclassification or change of such Fund that results in a transfer of, or an irrevocable commitment to transfer, all of the Underlying Fund Shares of such Fund outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the Fund with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Fund is the continuing entity and which does not result in a reclassification or change of all such Underlying Fund Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Underlying Fund Shares of the Fund that results in a transfer of or an irrevocable commitment to transfer all such Underlying Fund Shares (other than such Underlying Fund Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Fund or its subsidiaries with or into another entity in which the Fund is the continuing entity and which does not result in a reclassification or change of all such Underlying Fund Shares outstanding but results in the outstanding Underlying Fund Shares (other than Underlying Fund Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Underlying Fund Shares immediately following such event, in each case if the Fund Merger Date is on or before the Scheduled Maturity Date; and

(b) in respect of the Management Company of the Fund or any service provider to such Fund, any (i) reclassification or change of the shares of such entity that results in a transfer of or an irrevocable commitment to transfer all of the shares of such entity outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of such entity with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such entity is the continuing entity and which does not result in a reclassification or change of all of the shares of such entity outstanding), (iii) other takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding shares of such entity that results in a transfer of or an irrevocable commitment to transfer all of such shares (other than the shares of such entity owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of such entity or its subsidiaries with or into another entity in which such entity is the continuing entity and which does not result in a reclassification or change of all the shares of such entity outstanding but results in the outstanding shares of such entity (other than the shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding shares of such entity immediately following such event, in each case if the Fund Merger Date is on or before the Scheduled Maturity Date.

"**Fund Offering Documents**" means the Fund's offering memorandum, prospectus or similar offering document and any supplements and addenda thereto, its constitutional documents, its subscription and redemption documents, as applicable.

"**Fund Shareholder**" means a holder of an Underlying Fund Share of the Fund.

"**Fund Service Provider**" means each of the administrator, the custodian, the auditors, prime brokers or any entities providing services to the Fund.

"**Fund Termination**" means, in relation to the Fund, where the trust deed, partnership agreement, memorandum and articles of association, fund rules, or other similar or equivalent documents constituting such Fund (each, the "**Constitutional Documents**") has been terminated or otherwise ceased to exist in accordance with the Constitutional Documents. For the avoidance of doubt, and without limiting the generality of the preceding sentence, the following events will constitute a Fund Termination:

(a) cancellation of the Constitutional Documents by the Management Company or directors;

(b) an order being made by any competent regulatory authority for cancellation or termination of such Fund; and/or

(c) an order being made by any competent regulatory authority for (i) cancellation or suspension of the relevant licence of the Management Company required to manage such Fund; or (ii) the winding up of the Management Company.

"**Hypothetical Investor**" means a hypothetical investor comparable to a sophisticated international financial institution, and incorporated in the jurisdiction of the Company, having exposure to an investment in the Underlying Fund Shares of the Fund.

"**Insolvency**" means, in respect of any relevant entity, that the relevant 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 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)(i) institutes or has instituted against it, by a regulator, court, administrator, supervisor, government body or any similar official with primary insolvency, rehabilitative, legal or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, court, administrator, supervisor, government body or similar official, or (ii) has instituted against it a proceeding seeking judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in (i) above and either (A) results in a judgement or insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 15 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 of its assets; (g) has a secured party take possession of all or substantially all of 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 15 calendar days thereafter; (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 (a) to (g) above; or (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the forgoing acts.

"**Management Company**" means, in respect of the Fund, such entity or entities as the Calculation Agent may determine is for the time being the duly appointed manager of such Fund (and/or any entity or entities to whom such entity or entities may delegate any of its duties, rights, obligations or liabilities in respect of such Fund).

"**Nationalisation**" means, in respect of the Fund, that all the Underlying Fund Shares of such Fund or all or substantially all the assets of the Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

"**NAV**" means, in respect of the Underlying Fund Shares of the Fund and on any relevant day, the net asset value (or, if applicable, the estimated or provisional net asset value) per such Underlying Fund Share in respect of such day (or, if such day is not a Scheduled Trading Day, the most recent Scheduled Trading Day), as calculated and published (or, if not published, as notified) to the Fund Shareholder of such Fund by the relevant Management Company.

"**Scheduled Trading Day**" means any day on which the Fund (or any entity acting on its behalf) is scheduled to publish the NAV of such Fund.

"**Trade Date**" means the date specified as such in the Pricing Conditions.

"**Underlying Fund Shares**" means the shares or units of the Fund specified as such in the Pricing Conditions.

DESCRIPTION OF THE FUND AND THE UNDERLYING FUND SHARES

The Original Charged Assets shall comprise up to EUR 100,000,000 of Class A Acc Shares in Dynamic Profile Fineco AM Fund I, a sub-fund of FAM SERIES UCITS ICAV (the "**Fund**") due 4 July 2030 (the "**Underlying Fund Shares**") identified below:

Part A - Description of the Fund

The Fund:	Dynamic Profile Fineco AM Fund I, a sub-fund of FAM SERIES UCITS ICAV due 4 July 2030
Address:	32 Molesworth Dublin 2 Ireland
Country of Incorporation:	Ireland
Investment policy:	The investment policy involves allocating capital in equity and/or debt instruments, with the allocation percentage determined based on the risk-adjusted return of each investment. The equity component will include equities and/or equity-related securities such as convertible stock or preferred stock denominated in any currency and issued by issuers listed or traded on developed market stock exchanges. The debt component will include investment-grade and non-investment grade fixed and/or floating rate transferable debt securities of all types (including corporate debt securities, bonds and notes, zero-coupon and discount bonds, debentures, inflation linked bonds, subordinated debt securities) denominate in any currency and issued owned or guaranteed by sovereign or government agencies, supranational entities and/or corporate issuers located anywhere in the world (including emerging markets).
Regulated or equivalent third country market or SME Growth Market on which the Fund has securities admitted to trading:	The Regulated Market of Euronext Dublin

Part B - Description of the Underlying Fund Shares

Underlying Fund Shares:

ISIN:	IE000OA7EP76
Dividend:	N/A
Maturity:	4 July 2030
Currency:	EUR
Governing Law:	Irish Law
Ordinary/Preference:	Ordinary
Admitted to trading on the following markets:	The Regulated Market of Euronext Dublin
Description of Euronext Dublin:	Euronext Dublin, originally known as The Irish Stock Exchange, was established in 1793 and received statutory recognition in 1799. It is a regulated market pursuant to the provisions of the

	Directive 2014/65/EU. The Central Bank of Ireland is responsible for the supervision of Euronext Dublin. Euronext Dublin publishes price information via the Daily Official List, real-time publication services for listed companies and the Euronext Data Shop for immediate access to financial documents such as annual reports and prospectuses immediately after public release. For an indication of trading volumes, please refer to the official publication or financial reports of Euronext Dublin available at: https://www.euronext.com/en/about/media/euronext-press-releases. The documentation in relation to the Underlying Fund Shares can be found at: https://live.euronext.com/en/product/funds-detail/1931/characteristics and https://finecoassetmanagement.com/archives/products/dynamic-profile-fineco-am-fund-i-2.
Management fees:	Up to 2.30 per cent. per annum, accrued daily and calculated on the net asset value per Underlying Fund Share.
Frequency with which prices of the Underlying Fund Shares will be published:	The net asset value of the Underlying Fund Shares will be calculated daily and made available at: https://finecoassetmanagement.com/.
Level of collateralisation:	The principal amount of the Underlying Fund Shares held by the Company in respect of the Certificates will be an amount such that the aggregate redemption amount comprised of cash in respect of such Underlying Fund Shares payable on their scheduled maturity date is expected to be no less than the aggregate principal amount of the Certificates. The level of collateralisation provided by the Underlying Fund Shares will be sufficient to fund the final redemption amount payable in respect of the Certificates on their scheduled maturity date, even if such aggregate redemption amount in respect of the Underlying Fund Shares, in practice, is less than the aggregate principal amount of the Certificates. This is because, the final redemption amount in respect of the Certificates actually payable in practice is linked to the extent of the redemption proceeds of the Underlying Fund Shares. Therefore, if the aggregate redemption amount in respect of the Underlying Fund Shares is less than expected, then there will be a corresponding reduction in Certificateholders' claims in respect of the final redemption amount in respect of the Certificates and the final redemption amount payable in respect of the Certificates will be less than the aggregate principal amount of the Certificates. Interest Amounts payable on the Certificates will not, however, be funded by the Underlying Fund Shares or any payments in respect thereon, but such Interest Amounts will be funded by the amounts payable by the Swap Counterparty to the Company under the Swap Agreement. For further information with respect to payments under the Swap Agreement please the section of this Prospectus entitled "*The Swap Agreement*".

DESCRIPTION OF THE REFERENCE ENTITY

The Reference Entity:	Telecom Italia S.p.A.
ISIN:	XS1497606365
Address:	Via di Val Cannuta, 18200166 Roma The Italian Republic
Country of Incorporation:	The Italian Republic
Industry/ies in which the Reference Entity operates:	Telecommunications services
Regulated or equivalent third country market or SME Growth Market on which the Reference Entity has securities admitted to trading:	Euronext Milan
Credit rating:	As at the date of this Prospectus, the Reference Entity has counterparty ratings of BB from Standard & Poor's and Fitch respectively and Ba3 from Moody's

USE OF PROCEEDS

The net issue proceeds of the Certificates will be used by the Company in acquiring the Underlying Fund Shares specified in the applicable Pricing Conditions and making an initial payment to the Counterparty under the Swap Agreement.

THE TRUSTEE

U.S. Bank National Association is a national banking association chartered under the federal laws of the United States of America, with its principal place of business situated at 800 Nicollet Mall, Minneapolis, MN 55402, United States of America.

U.S. Bank National Association is the primary banking subsidiary of U.S. Bancorp, which has approximately 77,000 employees and USD 675 billion in assets as of December 31, 2022 and is the fifth-largest commercial bank in the United States.

THE COUNTERPARTY

The information set out below has been obtained from J.P. Morgan SE. Such information has been accurately reproduced and, as far as the Company is aware and able to ascertain from information published by J.P. Morgan SE, no facts have been omitted that would render the reproduced information inaccurate or misleading.

General

J.P. Morgan SE is a stock corporation under the German Stock Corporation Act (Aktiengesetz) of 1965, incorporated in Germany on 5 December 1974.

J.P. Morgan SE is domiciled in Germany, its registered office is at TaunusTurm, Taunustor 1, 60310 Frankfurt am Main and its telephone number is +49 69 71240. J.P. Morgan SE is registered on the German Commercial Register (Handelsregister) at District court Frankfurt am Main, HRB No. 126056. As of 31 December 2023, the total assets of J.P. Morgan SE based on IFRS were EUR 421,006 million.

The LEI of J.P. Morgan SE is 549300ZK53CNGEEI6A29 and its website is https://www.jpmorgan.com/DE/en/about-us.

Business

J.P. Morgan SE is a wholly-owned indirect subsidiary of JPMorgan Chase & Co. J.P. Morgan SE is active primarily in transaction banking, depositary and custody services, global clearing, private banking, markets and lending business for EEA clients and acts globally with respect to Euro clearing. J.P. Morgan SE has a full banking license in accordance with Section 1 Para. 1 of the KWG (Kreditwesengesetz – German Banking Act) and conducts banking business with institutional clients, banks, corporate clients, private clients and clients from the public sector.

Regulation and supervision

J.P. Morgan SE is authorised by the German Federal Financial Supervisory Authority (“BaFin”) and is jointly regulated by the European Central Bank, BaFin and the German Central Bank (Deutsche Bundesbank).

Recent Events

The Issuer is not aware of any recent event particular to J.P. Morgan SE which has occurred and which is to a material extent relevant to the evaluation of its solvency.

Management of J.P. Morgan SE

J.P. Morgan SE is led by a Management Board, which reports to a Supervisory Board.

The Management Board of J.P. Morgan SE consists of:

Name	Position
Stefan Behr	Chairman of the Management Board, Managing Director
Nicholas Conron	Managing Director
Pablo Garnica	Managing Director
Burkhard Kübel-Sorger	Managing Director (until June 30, 2024)

Jessica Kafren	Managing Director (since July 1, 2024)
Dave Fellowes-Freeman	Managing Director (since August 1, 2024)
Matthieu Wiltz	Managing Director (since April 1, 2023)
Cindyrella Amistadi	Managing Director (until March 14, 2023)
Tom Prickett	Managing Director (until March 31, 2023)
Gunnar Regier	Managing Director (until March 31, 2023)

As at the 2023 audited Financial Statements, the Supervisory Board of J.P. Morgan SE consists of:

Name	Position
Andrew Cox	Chairman of the Supervisory Board, Managing Director
Marco Kistner	Independent Non-Executive Director
Wanda Eriksen	Independent Non-Executive Director
Ann Doherty	Independent Non-Executive Director (since March 1, 2024)
Frank Pearn	Independent Non-Executive Director (since March 1, 2024)
Paul Uminski	Managing Director
Elizabeth Munro	Managing Director (since January 1, 2023)
Pranav Thakur	Managing Director (since January 19, 2023)
Guy America	Managing Director (until January 18, 2023)
Mark Gavin	Managing Director (until July 31, 2023)
Susan Dean	Managing Director (until January 31, 2024)
Stephane Wathelet	Employee Representative
Thomas Freise	Employee Representative
Tracey Campbell Devery	Employee Representative
Maja Torun	Employee Representative

The business address of each member of the Management Board and Supervisory Board of J.P. Morgan SE in his/her capacity as such is TaunusTurm, Taunustor 1, 60310 Frankfurt am Main. There are no potential conflicts of interest existing between any duties owed to J.P. Morgan SE by the persons listed above and their private interests and/or other duties. There are no principal activities performed by the persons listed above outside of J.P. Morgan SE which are significant with respect to J.P. Morgan SE.

Board Committees

There are a number of committees in place to ensure the integrity of J.P. Morgan SE. These include, amongst others, the Local Operational Risk & Control Committee as well as the Risk Oversight Committee.

Corporate Governance

To the best of its knowledge and belief, J.P. Morgan SE complies with the laws and regulations of Germany regarding corporate governance.

Share capital of J.P. Morgan SE and Major Shareholders

As at 31 December 2023, the issued share capital of J.P. Morgan SE was EUR 1,875,643,560 made up of 160,723,527 ordinary shares of EUR 11.67.

100 per cent of the issued share capital of J.P. Morgan SE is owned by J.P. Morgan International Finance Limited. J.P. Morgan SE is a wholly-owned indirect subsidiary of JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A.

Auditor of J.P. Morgan SE

J.P. Morgan SE's auditor is BDO AG Wirtschaftsprüfungsgesellschaft, having its registered office at Hanauer Landstraße 115, 60314 Frankfurt am Main. BDO AG Wirtschaftsprüfungsgesellschaft is subject to the oversight of the Abschlussprüferaufsichtsstelle (Commission for the Oversight of Auditors in Germany) at Uhlandstraße 88-90, 10717 Berlin. It is also a member of Germany's professional chamber for public accountants and audit firms, Wirtschaftsprüferkammer (German Chamber of Public Accountants – WPK), at Rauchstraße 26, 10787 Berlin.

BDO AG Wirtschaftsprüfungsgesellschaft audited the financial statements of J.P. Morgan SE for the fiscal year ended 31 December 2023, 2022 and 2021 and expressed an unqualified opinion on such financial statements on its reports dated 3 May 2024, 25 April 2023 and 2 May 2022. The previous auditor, PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, expressed an unqualified opinion on the 2020 and 2019 financial statements in its reports dated 14 April 2021 and 23 April 2020.

Material Contracts

J.P. Morgan SE has no contracts that are material to its ability to fulfil its obligations as Swap Counterparty under any Certificates issued under the Programme.

Significant or Material Change

There has been no material adverse change in the prospects or significant change in the financial performance of J.P. Morgan SE since 31 December 2023.

There has been no significant change in the financial position of J.P. Morgan SE since 31 December 2023.

Litigation

J.P. Morgan SE is not subject to any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which J.P. Morgan SE is aware) in the twelve months preceding the date of this Prospectus which may have or have had in the recent past a significant effect on the financial position or profitability of J.P. Morgan SE.

Financial Statements

J.P. Morgan SE has prepared audited financial statements in respect of its financial years ending 31 December 2023, 31 December 2022, 31 December 2021, 31 December 2020 and 31 December 2019. J.P. Morgan SE will prepare annually and publish audited financial statements, with explanatory notes. These financial statements will be available from its registered office at TaunusTurm, Taunustor 1, 60310 Frankfurt am Main.

The audited financial statements of J.P. Morgan SE for the years ended 31 December 2023, 31 December 2022 and 31 December 2021 are available at https://www.jpmorgan.com/DE/en/about-us.

Documents Available for Inspection

From the date of this Prospectus and for so long as the Programme remains in effect or any Certificates remain outstanding, the following documents will be available for inspection and obtainable in physical format during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office at TaunusTurm, Taunustor 1, 60310 Frankfurt am Main:

(i) the Articles of Association (Satzung) of J.P. Morgan SE; and

(ii) the audited financial statements of J.P. Morgan SE in respect of its financial years ending 31 December 2023, 31 December 2022, 31 December 2021, 31 December 2020 and 31 December 2019.

The up-to-date Articles of Association (Satzung) of J.P. Morgan SE (referenced at point (i) above) can be found at https://www.handelsregister.de/rp_web/welcome.xhtml.

Additional Information

J.P. Morgan SE carries short term credit ratings of P-1/A-1/F1+ and long term credit ratings of Aa3/A+/AA from Moody's Investors Service, Inc., Standard & Poor's Financial Services LLC and Fitch Ratings, Inc. respectively. J.P. Morgan SE carries a Stable Outlook with all 3 rating agencies. Moody's Investors Service, Inc., Standard & Poor's Financial Services LLC and Fitch Ratings, Inc. are registered in the United States and are not registered under Regulation (EC) 1060/2009. However, their ratings have been endorsed by Moody's, Standard & Poor's and Fitch, respectively, in accordance with the CRA Regulation. Fitch, Moody's and S&P are established in the EU and registered under the CRA Regulation.

The disclosure of J.P. Morgan SE included in this Prospectus has been sourced from publicly available information. J.P. Morgan SE has not been involved in the preparation of, and does not accept responsibility for, this Prospectus in whole or in part. There can be no assurance that this Prospectus contains all material information in respect of J.P. Morgan SE or that no material adverse change has occurred in respect of J.P. Morgan SE since J.P. Morgan SE made the sourced information available to the public.

THE BANK OF NEW YORK MELLON

The information set out below has been obtained from The Bank of New York Mellon. Such information has been accurately reproduced and, as far as the Company is aware and able to ascertain from information published by The Bank of New York Mellon, no facts have been omitted that would render the reproduced information inaccurate or misleading.

The Bank of New York Mellon, London Branch has, by the Programme Deed, been appointed as principal paying agent and custodian in respect of the Certificates.

The Bank of New York Mellon SA/NV, Dublin Branch has, by the Programme Deed, been appointed as paying agent, registrar and transfer agent in respect of the Certificates. The Bank of New York Mellon SA/NV is a Belgian limited liability company established 30 September 2008 under the form of a Société Anonyme/Naamloze Vennootschap. It was granted its banking license by the former Banking, Finance and Insurance Commission on 10 March 2009. It has its headquarters and main establishment at 46 rue Montoyerstraat, 1000 Bruxelles/Brussel. The Bank of New York Mellon SA/NV is a subsidiary of The Bank of New York Mellon, the main banking subsidiary of The Bank of New York Mellon Corporation. It is under the prudential supervision of the National Bank of Belgium and regulated by the Belgian Financial Services and Markets Authority in respect of conduct of business. The Bank of New York Mellon SA/NV engages in asset servicing, global collateral management, global markets, corporate trust and depositary receipts services. The Bank of New York Mellon SA/NV operates from locations in Belgium, the Netherlands, Germany, London, Luxembourg, Paris and Dublin.

The Bank of New York Mellon, a wholly owned subsidiary of The Bank of New York Mellon Corporation, is incorporated, with limited liability by Charter, under the Laws of the State of New York by special act of the New York State Legislature, Chapter 616 of the Laws of 1871, with its head office situated at 240 Greenwich Street, New York, NY 10286, United States and having a branch registered in England & Wales with FC No 005522 and BR No 000818 with its principal office in the United Kingdom situated at 160 Queen Victoria Street, London EC4V 4LA.

The Bank of New York Mellon's corporate trust business services a substantial amount of outstanding debt obligations from numerous locations around the world. It services all major debt categories, including corporate and municipal debt, mortgage-backed and asset-backed securities, collateralised debt obligations, derivative securities and international debt offerings. The Bank of New York Mellon's corporate trust and agency services are delivered through The Bank of New York Mellon and The Bank of New York Mellon Trust Company, N.A.

The Bank of New York Mellon Corporation is a global financial services company focused on helping clients manage and service their financial assets, operating in multiple countries. The company is a leading provider of financial services for institutions, corporations and high-net-worth individuals, providing superior asset management and wealth management, asset servicing, issuer services, clearing services and treasury services through a worldwide client-focused team.

The information contained in this section relates to and has been obtained from The Bank of New York Mellon. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of The Bank of New York Mellon since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to its date.

The Bank of New York Mellon accepts responsibility for the information contained in this section. None of the Dealer, the Arranger, the Trustee or the Counterparty has verified, or accepts any liability whatsoever for the accuracy of, such information and investors contemplating purchasing any of the Certificates or entering into other Obligations should make their own independent investigations and enquiries into The Bank of New York Mellon.

DESCRIPTION OF THE COMPANY

DYNAMIC CERTIFICATES AND NOTES PLC

History and Development of the Company

General

The Company was incorporated in Ireland as a public limited company on 26 April 2024 with registered number 763002 under the name Adastra Certificates (Ireland) Public Limited Company, under the Companies Act 2014. It subsequently changed its name to Dynamic Certificates Public Limited Company pursuant to a special resolution dated 3 May 2024, and later to Dynamic Certificates and Notes Public Limited Company pursuant to another special resolution dated 8 May 2024.

The Company's registered office is situated at Block A, George's Quay Plaza, George's Quay, Dublin 2, Ireland and the telephone number of the Company is +353 1 9631030.

The authorised share capital of the Company is EUR 1,000,000 divided into 1,000,000 ordinary shares of EUR 1.0 each (each an "**Ordinary Share**"). The Company has issued 25,000 Ordinary Shares and EUR 0.25 in respect of each of these Ordinary Shares has been paid.

The issued Ordinary Share is held directly or indirectly by Vistra Trust Services (Ireland) Limited (the "**Share Trustee**") under the terms of a declaration of trust under which the Share Trustee holds the issued Ordinary Share of the Company on trust for charity.

The Share Trustee has no beneficial interest in and derives no benefit (other than any fees for acting as Share Trustee) from its holding of the shares in the Company. The Share Trustee will apply any income derived by it from the Company in its capacity as Share Trustee solely for charitable purposes.

The registered office of the Share Trustee is Block A, George's Quay Plaza, George's Quay, Dublin 2, Ireland.

The Company's Legal Entity Identifier is 213800K7LEAAOUSOPA15.

Business Overview

Pursuant to the Programme Deed, the Company covenants, not to engage in any activities (except with the prior consent in writing of the Trustee) other than the issuance of the Certificates, the acquisition and ownership of Mortgaged Property, the entry into or amendment of agreements (including the Swap Agreement) relating to the Certificates, the performance of its obligations or enforcement of any of its rights under the foregoing, certain other related activities and the performance of other acts incidental to or necessary in connection with such activities. The Company is prohibited from paying dividends or making any other distribution to its shareholders in excess of U.S.$1,000 in aggregate per year and is prohibited from issuing or entering into any Certificates or other Obligations where such issue or entry into would adversely affect any then existing rating of any outstanding obligations of the Company.

The Company has, and will have, no assets that are not Mortgaged Property in respect of the Certificates, other than the sum of EUR 6,250 representing the proceeds of its issued and paid-up share capital and such fees (as agreed) payable to it in connection with (a) the issue of the Certificates and/or (b) the purchase, sale or entry into of Mortgaged Property, any other assets on which Certificates are secured and/or any other obligations. Save for in respect of such fees, any related profits and the proceeds of any deposits and investments made from such fees or from amounts representing the proceeds of the Company's issued and paid-up share capital, the Company will not accumulate any surpluses.

The Company's obligations under the Certificates are obligations of the Company alone and not of, or guaranteed in any way by, the Share Trustee or the Trustee. Furthermore, they are not obligations of, or guaranteed in any way by, Vistra Alternative Investments (Ireland) Limited, Vistra Trust Services (Ireland) Limited, J.P. Morgan Securities plc, J.P. Morgan AG or any Counterparty, Dealer, Agent or Custodian.

The only assets of the Company available to meet the claims of the holders of or counterparties to Certificates or other Obligations will be the assets which comprise the Mortgaged Property for the Certificates, as described under Condition 4(g).

Administrative, Management and Supervisory Bodies

Administration

Vistra Alternative Investments (Ireland) Limited (in such capacity, the "**Administrator**") provides administration services to the Company pursuant to the terms of an administration agreement dated 29 February 2024, made between the Company and Vistra Alternative Investments (Ireland) Limited (the "**Administration Agreement**"). The Administrator's duties include the provision of certain administrative, accounting and related services. The Company (or, as the case may be, the Administrator) may terminate the Administrator's appointment forthwith upon written notice if the Administrator (or, as the case may be, the Company) is subject to certain insolvency events as set out in the Administration Agreement. The Administrator may also terminate its appointment upon 90 days' written notice subject to the appointment of a substitute administrator acceptable to the Company on terms substantially the same as the terms of the Administration Agreement, such appointment to be effective not later than the date of termination.

The business address of the Administrator is Block A, George's Quay Plaza, George's Quay, Dublin 2, Ireland.

The other significant business of the Administrator is the administration and management of other special purpose companies.

Directors of the Company

Name	Principal Occupation Outside the Company
Eimir McGrath	Company Director
Cathriona Nally	Company Director

The Company, acting on its own and without input or influence from the Dealer, any service providers, the Trustee or any other person, has selected the directors listed above.

The business address of each of the directors of the Company is Block A, George's Quay Plaza, George's Quay, Dublin 2, Ireland.

Company Secretary

The Secretary of the Company is Vistra Alternative Investments (Ireland) Limited of Block A, George's Quay Plaza, George's Quay, Dublin 2, Ireland.

Financial Information and Auditors

Financial Statements

The Company is required by Irish law to publish audited accounts. The Company will publish its first audited financial statements in respect of the period from the date of its incorporation until 31 December 2024. Such audited accounts, when published, will be available in physical or electronic form for inspection by holders of the Certificates during usual business hours on any weekday (excluding Saturdays, Sundays

and public holidays) at the registered office of the Company. The Company will not prepare interim financial statements.

As at the date of this Prospectus, no audited financial statements of the Company have been prepared and published.

The Company is required to and will provide the Trustee with written confirmation, on an annual basis, that no Event of Default or Potential Event of Default (as defined in the Trust Deed) or other matter which is required to be brought to the Trustee's attention has occurred or, if one has, specifying the same.

Legal and Arbitration Proceedings

The Company is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Company is aware) during the 12-month period before the date of this Prospectus which may have or has had in the recent past, significant effects on the financial position or profitability of the Company.

No Significant Change in the Company's Financial or Trading Position

Save as disclosed in this Prospectus, there has been no significant change in the financial or trading position of the Company, and no material adverse change in the financial position or prospects of the Company since the date of its incorporation. As at the date of this Prospectus, the Company has no borrowings or indebtedness in the nature of borrowings (including loan capital issued or created but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees or other contingent liabilities, other than as disclosed elsewhere in this Prospectus.

Auditors

It is expected that the auditors of the Company will be appointed before the financial year ended 31 December 2024.

IRISH COMPANY TAXATION

The following is a summary of certain Irish tax consequences of the purchase, ownership and disposition of the Certificates. The summary does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a decision to purchase, own or dispose of the Certificates. The summary relates only to the position of persons who are the absolute beneficial owners of the Certificates and may not apply to certain other classes of persons such as dealers in securities.

The summary is based upon Irish tax laws and the practice of the Irish Revenue Commissioners as in effect on the date of this Prospectus, which are subject to prospective or retroactive change. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Certificates should consult their own advisers as to the Irish or other tax consequences of the purchase, beneficial ownership and disposition of the Certificates including, in particular, the effect of any state or local tax laws.

Income Tax

In general, persons who are resident in Ireland are liable to Irish taxation on their world-wide income whereas persons who are not resident in Ireland are only liable to Irish taxation on their Irish source income. All persons are under a statutory obligation to account for Irish taxation on a self-assessment basis and there is no requirement for the Irish Revenue Commissioners to issue or raise an assessment.

A Certificate issued by the Company may be regarded as property situate in Ireland (and hence Irish source income) on the grounds that a debt is deemed to be situate where the debtor resides. However, the interest earned on the Certificates is exempt from income tax if paid to a person who is not a resident of Ireland and who for the purposes of Section 198 of the Taxes Consolidation Act 1997 (as amended) ("**TCA 1997**") is regarded as being a resident of a relevant territory. A relevant territory for this purpose is a Member State of the European Communities (other than Ireland) or not being such a Member State a territory with which Ireland has entered into a double tax treaty that has the force of law or, on completion of the necessary procedures, will have the force of law and such double tax treaty contains an article dealing with interest or income from debt claims. A list of the countries with which Ireland has entered into a double tax treaty is available on www.revenue.ie.

Relief from Irish income tax may also be available under other exemptions contained in Irish tax legislation or under the specific provisions of a double tax treaty between Ireland and the country of residence of the holder of the Certificates.

If the above exemptions do not apply it is understood that there is a long standing unpublished practice whereby no action will be taken to pursue any liability to such Irish tax in respect of persons who are regarded as not being resident in Ireland except where such persons:

(a) are chargeable in the name of a person (including a trustee) or in the name of an agent or branch in Ireland having the management or control of the interest; or

(b) seek to claim relief and/or repayment of tax deducted at source in respect of taxed income from Irish sources; or

(c) are chargeable to Irish corporation tax on the income of an Irish branch or agency or to income tax on the profits of a trade carried on in Ireland to which the interest is attributable.

There can be no assurance that this practice will continue to apply.

Withholding Taxes

In general, withholding tax (currently at the rate of 20 per cent.) must be deducted from interest payments made by an Irish company. However, Section 246 TCA 1997 ("**Section 246**") provides that this general obligation to withhold tax does not apply in respect of, *inter alia*, interest payments made by the Company to a person, who by virtue of the law of the relevant territory, is resident for the purposes of tax in a relevant territory (see above for details). This exemption does not apply if the interest is paid to a company in connection with a trade or business which is carried on in Ireland by the company through a branch or agency.

Apart from Section 246, Section 64 TCA 1997 ("**Section 64**") provides for the payment of interest on a "quoted Eurobond" without deduction of tax in certain circumstances. A quoted Eurobond is defined in Section 64 as a security which:

(i) is issued by a company;

(ii) is quoted on a recognised stock exchange (this term is not defined but is understood to mean an exchange which is recognised in the country in which it is established, such as Euronext Dublin); and

(iii) carries a right to interest.

There is no obligation to withhold tax on quoted Eurobonds where:

(a) the person by or through whom the payment is made is not in Ireland; or

(b) the payment is made by or through a person in Ireland; and

  (i) the quoted Eurobond is held in a recognised clearing system (Euroclear, Clearstream Banking SA, Clearstream Banking AG and the Depository Trust Company of New York have, amongst others, been designated as recognised clearing systems); or

  (ii) the person who is the beneficial owner of the quoted Eurobond and who is beneficially entitled to the interest is not resident in Ireland and has made an appropriate written declaration to this effect.

Ireland has introduced new legislation which will apply from 1 April 2024 which extends Ireland's withholding tax rules to interest payable by an Irish taxpayer to an 'associated' entity which is established in certain 'blacklisted', 'no-tax' or 'zero-tax' jurisdictions which are on the EU list of non-cooperative jurisdictions, subject to certain exemptions. Irish withholding tax is extended to apply to 'quoted Eurobonds' which are held by 'associated' entities. Assuming the Certificateholders are not 'associated' entities, the Certificateholders should not be subject to withholding tax under these new rules.

In certain circumstances, Irish encashment tax may be required to be withheld (currently at the rate of 25 per cent.) from interest on any Certificate, where such interest is collected by a person in Ireland on behalf of any holder of Certificates.

Capital Gains Tax

A Certificateholder will not be subject to Irish taxes on capital gains provided that such Certificateholder is neither resident nor ordinarily resident in Ireland and such Certificateholder does not have an enterprise, or an interest in an enterprise, which carries on business in Ireland through a branch or agency or a permanent representative to which or to whom the Certificates are attributable.

Capital Acquisitions Tax

If the Certificates are comprised in a gift or inheritance taken from an Irish domiciled, resident or ordinarily resident disponer or if the donee/successor is resident or ordinarily resident in Ireland, or if any of the Certificates are regarded as property situate in Ireland, the donee/successor may be liable to Irish capital acquisitions tax. As a result, a donee/successor may be liable to Irish capital acquisitions tax, even though neither the disponer nor the donee/successor may be domiciled, resident or ordinarily resident in Ireland at the relevant time.

Stamp Duty

For as long as the Company is a qualifying company within the meaning of Section 110 TCA 1997, no Irish stamp duty will be payable on either the issue or transfer of the Certificates, provided that the money raised by the issue of the Certificates is used in the course of the Company's business.

Consolidated financial statements

By purchasing any Certificates, the Certificateholder agrees to notify the Company if it: (i) does not prepare financial statements under an Acceptable Financial Accounting Standard; (ii) will consolidate the Company in consolidated financial statements prepared under international accounting standards, Irish generally accepted accounting practice or any other Acceptable Financial Accounting Standard; or (iii) would consolidate the Company if any such financial statements were prepared under international accounting standards; and, in either case of (ii) or (iii) the Company is not excluded from such consolidated financial statements solely based on its small size, on the grounds of materiality, or on the grounds that it is held for sale. For the purposes hereof, "**Acceptable Financial Accounting Standard**" means International Financial Reporting Standards (as adopted by the European Union pursuant to Regulation (EC) No. 1606/2002 of the European Parliament and of the Council of 19 July 2002 on the application of international accounting standards) and the generally accepted accounting principles of Australia, Brazil, Canada, an EU Member State, an EEA state, Hong-Kong (China), Japan, Mexico, New-Zealand, the People's Republic of China, the Republic of India, the Republic of Korea, Russia, Singapore, Switzerland, the United Kingdom and the United States of America.

THE SWAP AGREEMENT

Capitalised terms used in this section have the meanings given to them in the Swap Agreement unless otherwise defined in this Prospectus.

General

The Counterparty shall be JPMSE.

The Swap Agreement will be documented by a confirmation entered into pursuant to the Master Swap Agreement. The Master Swap Agreement incorporates the terms of the 1992 ISDA Master Agreement (Multicurrency – Cross Border) as published by the International Swaps and Derivatives Association, Inc. (formerly the International Swap Dealers Association, Inc.) ("**ISDA**") (but amended to reflect the provisions described below). The confirmation incorporates the 2006 ISDA Definitions and will set out the payment provisions described below.

The Company and the relevant Counterparty, by execution of the Confirmation in respect of the Swap Transaction relating to the Certificates, will be deemed to enter into a credit support annex under the Master Swap Agreement in the form of the ISDA 2016 Credit Support Annex for Variation Margin (VM) Copyright © 2016 by the International Swaps and Derivatives Association, Inc. but which relates only to such Series (the "**Credit Support Annex**") (subject to the elections and variables agreed between them). The Credit Support Annex will form part of the Swap Agreement.

The Swap Agreement, and any non-contractual obligations arising out of or in connection with it, will be governed by the laws of England.

Except as provided in the Trust Deed, the terms of the Swap Agreement may not be amended without the consent of the Trustee. The Trustee can agree, without the consent of the Certificateholders or the holders of Coupons, Receipts and Talons, to any modification of the Swap Agreement which is in the opinion of the Trustee of a formal, minor or technical nature or is made to correct a manifest error.

Set out below are summaries of certain provisions of the Swap Agreement. Such summaries are qualified in their entirety by the terms of the Swap Agreement.

Payments

The Swap Agreement sets out certain payments to be made from the Company to the Counterparty and *vice versa*.

Under the Swap Agreement, the Company will make an initial payment to the Counterparty funded from a portion of the proceeds of issue of the Certificates. In return, the Counterparty shall pay the Company amounts equal to (i) the aggregate Interest Amounts that are payable by the Company (if any) in respect of the Certificates on each Specified Interest Payment Date and (ii) expenses incurred by the Company in connection with the Certificates, including Agent's fees and expenses.

If an Event Determination Date occurs in respect of a Credit Event, the Certificates will redeem early on the Credit-Linked Redemption Date at their Credit-Linked Redemption Amount. If a Credit-Linked Redemption occurs, the Company shall pay to the Counterparty an amount in EUR equal to the Credit Loss on the Credit-Linked Redemption Date.

The Company agrees that the Swap Agreement and any confirmation relating to a Swap Transaction under the Swap Agreement shall be amended (and the Company represents and agrees that such amendment may be made without the prior consent of the Trustee) where such amendment is made solely for the purpose of matching a party's obligations under the Swap Agreement to the payments required to be made

under the Certificates or scheduled to be made under the Underlying Fund Shares, subject, if the Certificates are subsequently rated at the request of the Company, to Rating Agency Affirmation.

Events of Default

The Swap Agreement provides for certain "**Events of Default**" relating to the Company and the Counterparty, the occurrence of which may lead to a termination of the Swap Agreement.

The "**Events of Default**" (as defined in the Swap Agreement) which relate to the Company are limited to:

(i) failure by the Company to make, when due, any payment or delivery under the Swap Agreement required to be made by it if not remedied within the time period specified therein;

(ii) any event specified under (a) to (d) below, if (where capable of remedy) such event continues unremedied for a period of 45 days after notice of such event is given to the Company or (if earlier) until a day which falls 14 days before any payment date in respect of the Charged Assets:

  (a) except where the Conditions expressly provide, the Company exercising any rights or taking any action in its capacity as holder of the Underlying Fund Shares without having been directed to do so by the Trustee or by an Extraordinary Resolution of the Certificateholders (or acting otherwise than in accordance with any such direction) and, if such exercise is in the reasonable opinion of the Counterparty likely to affect the value of the Underlying Fund Shares, the Certificates or the Swap Agreement, without the prior written consent of the Counterparty;

  (b) except where there is an Event of Default relating to the Counterparty or certain Termination Events relating to the Counterparty, the Company permitting any amendment to be made to the Custody Agreement or any other agreement relating to the Charged Assets or agreeing to dispose of or alter the composition of the Charged Assets except in accordance with the provisions of the Certificates or the Company terminating the appointment of the Custodian otherwise than in accordance with the provisions of the Custody Agreement, in each case without the Counterparty's consent where required;

  (c) failure by the Company to act in accordance with the instructions of the Trustee in relation to the Swap Agreement, or the Company designating an "**Early Termination Date**" (as defined in the Swap Agreement) under the Swap Agreement without the prior written consent of the Trustee (except in the case of an Illegality (as defined below) or where deemed to do so in connection with an early redemption of the Certificates); or

  (d) failure to make such declarations and reports, or to execute such certificates, forms or other documents as are necessary (other than under FATCA) in order to make a claim under a double taxation treaty or other exemption available to it in order to receive payments in full in respect of the Charged Assets (provided that it shall only be required to take such actions where such filing or execution or reporting will not involve any material expense and is not unduly onerous, or such reporting requirement does not involve any material expense and is not unduly onerous);

(iii) failure by the Company to comply with any of its undertakings set out in the Swap Agreement; and

(iv) certain bankruptcy events relating to the Company.

The "**Events of Default**" (as defined in the Swap Agreement) which relate to the Counterparty are limited to:

(i) failure by the Counterparty to make, when due, any payment or delivery under the Swap Agreement required to be made by it if not remedied within the time period specified therein;

(ii) failure by the Counterparty to comply with any of its undertakings set out in a confirmation entered into under the Swap Agreement;

(iii) certain merger without assumption events with respect to the Counterparty; and

(iv) certain bankruptcy events relating to the Counterparty.

The bankruptcy events referred to above with respect to the Company or the Counterparty include, the relevant party (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) 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 (A) 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 (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) 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; (7) 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 30 days thereafter; (8) 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 clauses (1) to (7) (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

Where there is an Event of Default in respect of the Counterparty, the calculation agent under the Swap Agreement will be the Calculation Agent in respect of the Certificates.

Upon the occurrence of an Event of Default under the Swap Agreement, the non-defaulting party may terminate the Swap Transactions under the Swap Agreement, although the Company may only do so if it is acting on the instructions of the Trustee.

In addition, where the Counterparty is the defaulting party, in the case of the Event of Default in respect of the Counterparty described in (iv) above, where the Company has not within 30 calendar days of the occurrence of such Event of Default exercised its right to terminate the Swap Transaction in connection therewith, the Counterparty may, in accordance with the other provisions of the Swap Agreement, designate a day as an Early Termination Date in respect of the outstanding Swap Transaction.

Any Termination Payment (as defined below) in respect of an Event of Default will generally be due on the Early Redemption Date determined in accordance with the Conditions.

Termination Events

The Swap Agreement provides for certain "**Termination Events**" the occurrence of any of which may lead to termination of the Swap Transactions under the Swap Agreement. The Company may only terminate such Swap Transaction if it is acting on the instructions of the Trustee (except in the case of an Illegality (as defined below)) or on the basis of a deemed notice of termination if the related event under the Conditions results in the Certificates being declared due and repayable in accordance with Condition 13 or being due to redeem in accordance with Condition 10(c), Condition 10(d) or Condition 10(e).

Any Termination Payment (as defined below) in respect of a Termination Event will generally be due on the Early Redemption Date determined in accordance with the Conditions save for where such termination was triggered after the Maturity Date of the Certificates, in which instance the Termination Payment will generally be due on the Post-Maturity Initial Application Date.

Illegality

A Termination Event is triggered where, due to an event or circumstance, it becomes unlawful, or would be unlawful under any applicable law: for a party to perform any obligation to make, or receive, a payment or delivery with respect to the Swap Agreement or to comply with any other material provision of the Swap Agreement or any such payment, delivery, receipt of payment or delivery or compliance would require or result in any affiliate of such party being in violation of applicable law or regulation (an "**Illegality**").

Upon notice being given of the occurrence of any such Illegality under the Swap Agreement, the Swap Agreement generally requires the Affected Party (as defined in the Swap Agreement) to use all reasonable efforts to transfer the Swap Agreement within 20 days to another one of its offices or any Affiliate of JPMSE (in the case only where the Counterparty is the Affected Party) or to another entity provided that such Affiliate or any credit support provider thereto has a rating not less than the relevant transferor (in the case only where the Company is the Affected Party), in each case subject to the prior written consent of the other party and the Trustee, so that such Illegality ceases to exist, although there is no assurance that such transfer can be made to cure such Illegality. If such transfer cannot be effected within 20 days, the relevant party will give notice to the other party, which may then effect a transfer within 30 days of the original notification of the Illegality. Where the Company and the Counterparty are each Affected Parties, the Swap Agreement generally requires the parties to use all reasonable efforts to reach an agreement within 30 days of the original notification of the Illegality on action to avoid such Illegality. If such transfer by either party or such action, as the case may be, cannot be effected within such 30-day period so that such Illegality ceases to exist, the Counterparty or the Company may elect to terminate the Swap Transaction under the Swap Agreement. In any event, any transfer to avoid a Termination Event or any other action to avoid a Termination Event shall be subject, if the Certificates are subsequently rated at the request of the Company, to Rating Agency Affirmation.

Tax Event and Tax Event upon Merger

If payments by the Counterparty are subject to withholding under any applicable law in respect of any Indemnifiable Tax (which term is defined in the Swap Agreement to exclude any tax which would not be imposed but for a connection between the relevant party and the jurisdiction of taxation, any tax imposed on a "dividend equivalent" payment as defined in Section 871(m) of the U.S. Internal Revenue Code, and any tax withheld on account of FATCA), the Counterparty generally is obliged to gross up its payment obligations such that the net amount actually received by the Company would equal the full amount the Company would have received in the absence of such withholding. If payments by the Company are subject to withholding under any applicable law in respect of any Indemnifiable Tax, the Counterparty is obliged to accept payments from the Company net of the relevant withholding. In either case, any such withholding or, in respect of the Counterparty, any requirement that the Counterparty pay any U.S. insurance excise tax with respect to any payment under the Swap Agreement may trigger a tax event or (in respect of the Counterparty) a tax event upon merger, depending on the reasons for such withholding or excise tax arising in respect of payments under the Swap Agreement. Similar transfer provisions as set out above generally apply in relation to these Termination Events except that only the Counterparty may elect to terminate all outstanding Swap Transactions under the Swap Agreement and may do so prior to the end of the 30-day period. The Termination Payment payable by the Company or the Counterparty will be calculated in the manner summarised below under "Termination Payments", except that, if the Counterparty is terminating because the payments by it are subject to withholding, it will be required to gross up any Termination Payment payable by it if such Termination Payment is also subject to withholding.

Event of Default under the Certificates

This Termination Event occurs if an Event of Default under Condition 13 of the Certificates occurs. If this Termination Event occurs, either the Company or the Counterparty may elect to terminate all outstanding Swap Transactions under the Swap Agreement, although the Company may only do so if it is acting on the instructions of the Trustee (except where deemed to do so in connection with an early redemption of the Certificates).

Charged Assets Redemption Event; Charged Assets Tax Event

This Termination Event occurs if a Charged Assets Redemption Event or a Charged Assets Tax Event (each as defined in Condition 25) occurs in respect of the Certificates.

If this Termination Event occurs, either the Company or the Counterparty may elect to terminate all outstanding Swap Transactions under the Swap Agreement, although the Company may only do so if it is acting on the instructions of the Trustee (except where deemed to do so in connection with an early redemption of the Certificates).

Termination for certain taxation reasons

This Termination Event occurs if the Company is, or satisfies the Trustee on reasonable grounds that it will be, subject to any law, regulation, regulatory requirement or double taxation convention or the interpretation of application thereof to a tax charge (whether by direct assessment or by withholding at source) or other governmental imposition by any jurisdiction which would materially increase the cost to it of complying with its obligations under the Trust Deed or under the Certificates or materially increase the operating or administrative expenses of the Company or the arrangements under which the shares in the Company are held or otherwise oblige the Company or the Trustee to make any payment on, or calculated by reference to, the amount of any sum received or receivable by the Company or the Trustee or by the Trustee on behalf of the Company as contemplated in the Trust Deed (and such increased cost, increased operating or administrative expense or payment, as the case may be, is beyond the control of the Company or the Calculation Agent) other than where such tax charge or other governmental imposition arises as a result of any FATCA Withholding or Section 871(m) of the U.S. Internal Revenue Code, provided that, in the circumstances set out in Condition 10(c) (and as referred to in the Swap Agreement) it must also be unable to change its place of residence or substitute the principal debtor and be required to redeem the Certificates in accordance with the Conditions. If this Termination Event occurs, either the Company or the Counterparty may elect to terminate the Swap Transaction under the Swap Agreement, although the Company may only do so if it is acting on the instructions of the Trustee (except where deemed to do so in connection with an early redemption of the Certificates).

Withholding on account of FATCA

This Termination Event occurs if the Counterparty or the Company will, or there is a substantial likelihood that it will, in respect of any payment due from it to the other party, be required to make any deduction or withholding imposed pursuant to (a) an Information Reporting Regime or (b) Sections 871 and 881 of the Code or under any amended or successor provision of the Code, or under United States Treasury regulations or other guidance issued thereunder. If, on the date falling 60 days prior to the immediately following date on which a payment will be due from the Counterparty to the Company under the Swap Agreement (such date falling 60 days prior being the "**Swap FATCA Test Date**"), the Company is a "nonparticipating foreign financial institution" or "nonparticipating FFI" (as such terms are used under section 1471 of the Code or in any regulations or guidance thereunder), or has a comparable status under an applicable IGA, there will on the Swap FATCA Test Date be deemed to be a substantial likelihood that the Counterparty will be required to make a FATCA Withholding and, therefore this Termination Event will have occurred on the Swap FATCA Test Date. If this Termination Event occurs, the Counterparty shall be entitled to designate an Early Termination Date in respect of all Transactions. The Company shall not be under any obligation to become a "participating FFI" as defined in FATCA.

Regulatory Event

This Termination Event occurs if the Counterparty determines in its sole discretion that, due to a Relevant Law:

(a) the Swap Transaction under the Swap Agreement: (i) is required to be cleared through a central clearing counterparty (a "**CCP**") and such requirement was not applicable as at the trade date of such Swap Transaction; or (ii) causes the Counterparty and/or the Company to become the subject of risk mitigation provisions as a result of not being cleared through a CCP, which risk mitigation provisions were not applicable as at the trade date, and which risk mitigation provisions include (without limitation) (A) the imposition on either the Counterparty or the Company of increased capital charges above those (if any) that prevailed at the trade date (as certified by the Counterparty or the Company, as relevant) and/or (B) the requirement for the Counterparty and/or the Company to provide collateral or any form of initial or variation margin to the other in respect of such Swap Transaction in addition to that (if any) contemplated and documented in respect of such Swap Transaction on its trade date; or (iii) results, or would result, in the Counterparty or the Company being subject to any administrative or regulatory penalty or sanctions for any failure to comply with any clearing obligation or risk mitigation provisions that were not applicable as at the trade date; or (iv) results, or would result, in a Swap Transaction under the Swap Agreement (x) being required to be maintained through a different legal entity than the Counterparty or the Company or (y) not being capable of being maintained through the Company or the Counterparty, as the case may be, without the Company or the Counterparty, as applicable, being required to take further action; or (v) results in the Counterparty or the Company becoming subject to a financial transaction tax or other similar tax; or

(b) the Counterparty or the Company is or will be materially and adversely restricted in its ability to perform its obligations under an outstanding Swap Transaction relating to the Certificates (such determination to be made by the Counterparty in its sole discretion) or, without limiting paragraph (a)(ii) above, would be required to post additional collateral to any person (each such determination to be made by the Counterparty in good faith and in a commercially reasonable manner and which may take into account, without limitation, the imposition of increased costs or compliance burdens on either party); or

(c) the Counterparty or the Company, or any affiliate, directors, officers or employee thereof would be an "AIFM" or an "AIF" for the purposes of the AIFMD or any similar concept under comparable legislation in the United Kingdom with respect to the Company by virtue (wholly or partially) of their involvement with the Certificates and/or the Swap Agreement.

For this purpose, "**Relevant Law**" means:

(A) the Dodd-Frank Act, the Bank Holding Company Act of 1956 and the Federal Reserve Act of 1913 (or similar legislation in other jurisdictions) and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;

(B) Regulation 648/2012 of the European Parliament and of the Council on 4 July 2012 on OTC Derivatives, central counterparties and trade repositories and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;

(C) Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (recast) and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and

any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;

(D) Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto;

(E) Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and the implementation or adoption of, or any change in, any law, regulation or rule related thereto and any formal or informal technical guidelines and regulatory technical standards, further regulations, official guidance or official rules or procedures with respect thereto (together, the "**AIFMD**");

(F) the implementation or adoption of, or any change in, any applicable law, regulation, rule, guideline, standard or guidance after the Trade Date, and with applicable law, regulation, rule, guideline, standard or guidance for this purpose meaning any similar, related or analogous law, regulation, rule, guideline, standard or guidance to those in paragraphs (A) to (E) above or any law or regulation that imposes a financial transaction tax or other similar tax;

(G) any arrangements or understandings that the Counterparty or any of its Affiliates may have made or entered into with any regulatory agency with respect to its or any of their legal entity structure or location with regard to (I) any of paragraphs (A) to (F) above or (II) the United Kingdom's prospective or actual departure from the E.U.; and/or

(H) any change in any of the laws, regulations, rules, guidelines, standards or guidance referred to in (A) to (F) above or change in the same as a result of the promulgations of, or any change in, interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation after the trade date or as a result of the public or private statement or action by, or response of, any court, tribunal or regulatory authority with competent jurisdiction or any official or representative of any such court, tribunal or regulatory authority acting in an official capacity with respect thereto,

where paragraphs (B) to (E) above shall in each case also include any similar concept under comparable legislation in the United Kingdom.

If this Termination Event occurs, the Counterparty may elect to terminate the Swap Transaction under the Swap Agreement.

Redenomination Event

This Termination Event occurs if, due to the adoption of, or any change in, any applicable law or regulation, a payment obligation under the Swap Agreement that would otherwise have been denominated in euro ceases to be denominated in euro or it would be unlawful, impossible or impracticable for the payer to pay, or the payee to receive those payments in euro (including if precluded by exchange controls or other similar restrictions on payment or receipt of such amounts).

If this Termination Event occurs, the Counterparty may elect to terminate the Swap Transaction under the Swap Agreement.

Amendments to the Conditions or Transaction Documents

This Termination Event occurs if any amendment is made to the Conditions and/or a Transaction Document which adjusts the amount, timing or priority of any payments or deliveries due between the Company and the Counterparty under the Certificates and/or the Transaction Documents, unless the Counterparty has consented in writing to such amendment.

If this Termination Event occurs, the Counterparty may elect to terminate the Swap Transaction under the Swap Agreement.

Termination Payments

On the Swap Termination Payment Date in respect of the Swap Transaction under the Swap Agreement, a termination payment (the "**Termination Payment**") will be payable by the Company to the Counterparty, or (as the case may be) by the Counterparty to the Company in respect of the Swap Agreement. In such circumstances, interest will generally be payable on the Termination Payment in respect of any delay in payment at the applicable rate set out in the Swap Agreement. The Swap Termination Payment Date will generally be the Early Termination Date.

The Termination Payment in respect of the Swap Agreement will be the Close-out Amount (as defined in the Swap Agreement) plus or minus the Termination Currency Equivalents of any Unpaid Amounts (both as defined in the Swap Agreement) in respect of the Swap Transaction, subject to certain rights of set-off.

Unless otherwise provided in the Swap Agreement, the Close-out Amount in respect of the Swap Transaction will be the amount of the losses or costs of the determining party that are or would be incurred on the Early Termination Date under then prevailing circumstances (expressed as a positive number) or gains of the determining party that are or would be realised under then prevailing circumstances (expressed as a negative number) in replacing on the Early Termination Date, or in providing for the determining party on the Early Termination Date the economic equivalent of, (a) the material terms of the Swap Transaction, including any payments or deliveries that would, but for the early termination, have been required under the terms of the Swap Transaction (assuming satisfaction of each applicable condition precedent), but without regard to (i) any actual or potential (whether or not foreseeable at the date of determination) imposition of withholding taxes on payments under the Swap Agreement and (ii) the occurrence, past or future of any Event of Default or Termination Event (whether or not such event is foreseeable at the date of determination) and (b) the option rights of the parties in respect of the Swap Transaction.

Any Close-out Amount will be determined by the determining party (or its agent), which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. The determining party may determine a Close-out Amount for the Swap Transaction. Each Close-out Amount will be determined on or about the relevant valuation date (or, if that would not be commercially reasonable, on or about the date or dates following the relevant valuation date as would be commercially reasonable) for close-out of the Swap Transaction(s) with effect from the Early Termination Date (or, if later, after the Determining Party has notice of the same, for close-out of the Swap Transaction(s) with effect from the Early Termination Date).

Unpaid Amounts in respect of a Swap Transaction and certain legal fees and out-of-pocket expenses that are indemnified by the defaulting party are excluded in all determinations of Close-out Amounts.

In determining a Close-out Amount, the determining party may consider any relevant information, including, without limitation, one or more of the following types of information:

(i) quotations (either firm or indicative) for replacement transactions supplied by one or more third parties that may take into account the creditworthiness of the determining party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the determining party and the third party providing the quotation;

(ii) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or

(iii) information of the types described in paragraph (i) or (ii) above from internal sources (including, if the determining party is the Counterparty, any of the Counterparty's Affiliates) if that information is of the same type used by the determining party in the regular course of its, or any of its Affiliates', business for the valuation of similar transactions.

The determining party will consider, taking into account the standards and procedures described in this section, quotations pursuant to paragraph (i) above or relevant market data pursuant to paragraph (ii) above unless the determining party reasonably believes in good faith that such quotations or relevant market data are not readily available or would produce a result that would not satisfy those standards. When considering information described in paragraph (i), (ii) or (iii) above, the determining party may include costs of funding, to the extent costs of funding are not and would not be a component of the other information being utilised. Third parties supplying quotations pursuant to paragraph (i) above or market data pursuant to paragraph (ii) above may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors, brokers and other sources of market information.

The determining party shall not consider in calculating a Close-out Amount any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to the Swap Transaction (or any gain resulting from it).

Commercially reasonable procedures used in determining a Close-out Amount may include the following:

(1) application to relevant market data from third parties pursuant to paragraph (ii) above or information from internal sources pursuant to paragraph (iii) above of pricing or other valuation models that are, at the time of the determination of the Close-out Amount, used by the determining party, or by any of its Affiliates, in the regular course of its business in pricing or valuing transactions between the determining party and unrelated third parties that are similar to the Swap Transaction; and

(2) application of different valuation methods to Swap Transactions depending on the type, complexity, size or number of the Swap Transaction.

For the purpose of determining the amount of any loss or cost of the Company, no account shall be taken of, to the extent relevant:

(a) limited recourse provisions contained in the Trust Deed which reduce or limit the amounts payable by the Company to, or recoverable by, any other person; or

(b) any term of the Conditions which would economically result in such loss or cost being borne by Certificateholders and not by the Company.

The Termination Currency in respect of a Swap Agreement will be the currency in which the relevant Series to which such Swap Agreement relates is denominated.

Unpaid Amounts payable by the Company will be deemed to include amounts unpaid by the Company as a result of the imposition of taxes on payments in respect of the Underlying Fund Shares or a default in respect of the Underlying Fund Shares but will not include any amounts unpaid by the Company as a result of the imposition of Indemnifiable Taxes in respect of payments by the Company under the Swap Agreement (if any).

The determining party will generally be the Counterparty unless the Counterparty is the defaulting party, in which case the determining party will be the Calculation Agent on behalf of the Company.

Credit Support Annex

The Company will also enter into a Credit Support Annex with the Counterparty in respect of the Certificates. As "Applicable – Payable by Counterparty" is specified in the applicable Pricing Conditions, credit support will be provided by the Counterparty to the Company (but not from the Company to the

Counterparty). The Credit Support Annex shall form part of the Master Swap Agreement but shall relate solely to the Certificates.

The Credit Support Annex will be in the form of the ISDA 2016 Credit Support Annex for Variation Margin (VM) (Bilateral Form - Transfer) (ISDA Agreements Subject to English Law) Copyright © 2016 by the International Swaps and Derivatives Association, Inc., subject to certain amendments. The sections below provide a summary of the provisions of the Credit Support Annex and of certain terms used in the Credit Support Annex, but do not necessarily set out such terms in full.

Delivery and Return of Credit Support

Under the Credit Support Annex, a party required to provide credit support is known as a "**Transferor**" and the recipient of such credit support is known as the "**Transferee**".

A Transferor will be required to transfer credit support if its Delivery Amount (VM) for the relevant Valuation Date exceeds what is known as the Minimum Transfer Amount of the Transferor. Credit support will be transferred on a title transfer basis.

A Delivery Amount (VM) arises if the Exposure of the Transferee to the Transferor under the Swap Agreement exceeds the value at that time of the credit support then provided by the Transferor (known as the Transferor's "**Credit Support Balance (VM)**"), but with the Transferor's Credit Support Balance (VM) being adjusted to take account of any credit support that is in the process of being transferred (by either party) as if it had been transferred. The "**Delivery Amount (VM)**" will be equal to such Exposure minus the value of such credit support.

If the Delivery Amount (VM) does exceed the Transferor's Minimum Transfer Amount, the Transferor can then be required to transfer "**Eligible Credit Support (VM)**" having a Value equal to the Delivery Amount (VM).

The credit support comprising Eligible Credit Support (VM) is as specified in the applicable Pricing Conditions. Eligible Credit Support (VM) will typically comprise cash in an "**Eligible Currency**" and may also comprise specified securities. For the purposes of determining how much Eligible Credit Support (VM) is required to be provided as credit support, each item of credit support is given a Value (see "*Value and Exposure*" below).

Once a Transferor has provided credit support, it may be entitled to receive assets of the same type back from the Transferee if the parties' exposure to one another under the Swap Agreement, or the Value of the credit support, changes. The amount a Transferor is entitled to receive back is known as a Return Amount (VM).

A Return Amount (VM) arises if the Value of the credit support comprised in the Transferor's Credit Support Balance (VM) (again adjusted to take account of any credit support that is in the process of being transferred (by either party) as if it had been transferred) exceeds the exposure of the Transferee to the Transferor under the Swap Agreement. The "**Return Amount (VM)**" will be equal to such Credit Support Balance (VM) minus such Exposure.

If the Return Amount (VM) for a Valuation Date exceeds the Minimum Transfer Amount of the Transferee, the Transferee is required to transfer credit support of the same type, nominal value, description and amount as that comprised in the Transferor's Credit Support Balance (VM) (known as "**Equivalent Credit Support (VM)**", up to an aggregate amount having a Value equal to that Return Amount (VM).

If the operation of the Credit Support Annex requires credit support to be provided by the Company as Transferor to the Counterparty as Transferee, the Company would use the Outstanding Assets to satisfy its obligation.

The "**Minimum Transfer Amount**" of a Transferor will be EUR 250,000 (or its equivalent in another currency as at the Issue Date of the first Tranche of the relevant Series) or such lower amount as is specified in the applicable Pricing Conditions, or, if not so specified, zero; provided that, at any time and from time to time, the Counterparty may designate any amount lower than EUR 250,000 (or its equivalent in another currency as at the time of designation) as the Minimum Transfer Amount for either party at that time.

Any deliveries of credit support are subject to rounding. Cash will be rounded up to the nearest whole unit whereas securities will be rounded up to the nearest denomination in the case of a Delivery Amount (VM) and down to the nearest denomination in the case of a Return Amount (VM).

Value and Exposure

The "**Exposure**" of a party ("**X**") to the other ("**Y**") under the Swap Agreement represents the amount, if any, that would be payable to X by Y (expressed as a positive number) or by X to Y (expressed as a negative number) under the Swap Agreement if it were terminated, but calculated on a mid-market basis.

The "**Value**" of an item of the securities comprising credit support will be determined by taking the value in the Base Currency of the bid price for that security obtained by the Valuation Agent (which may include a bid price quoted by itself in good faith in a commercially reasonable manner) and by then multiplying by a percentage equal to the Valuation Percentage minus, if applicable, the relevant FX Haircut Percentage.

The "**Valuation Percentage**" for an item of credit support will be specified in the applicable Pricing Conditions but provided that if at any time the Valuation Percentage assigned to an item of Eligible Credit Support (VM) with respect to a party (as the Transferor) under the Credit Support Annex is greater than the maximum permitted valuation percentage (prescribed or implied) for such item of collateral under any law requiring the collection of variation margin applicable to the other party (as the Transferee), then the Valuation Percentage with respect to such item of Eligible Credit Support (VM) and such party will be such maximum permitted valuation percentage.

The "**Base Currency**" means the currency in which the Series is denominated, unless otherwise specified in the applicable Pricing Conditions. An "**Eligible Currency**" will mean the Base Currency and each other currency specified in the applicable Pricing Conditions.

The "**FX Haircut Percentage**" means, with respect to a party as the Transferor and an item of Eligible Credit Support (VM) or Equivalent Credit Support (VM), eight per cent., unless the Eligible Credit Support (VM) or Equivalent Credit Support (VM) is in the form of cash in a Major Currency or is denominated in a currency that matches an Eligible Currency, in which case the FX Haircut Percentage will be zero per cent.

As used above, "**Major Currency**" means any of (i) United States Dollar, (ii) Canadian Dollar, (iii) Euro, (iv) United Kingdom Pound, (v) Japanese Yen, (vi) Swiss Franc, (vii) New Zealand Dollar, (viii) Australian Dollar, (ix) Swedish Kronor, (x) Danish Kroner, (xi) Norwegian Krone or any other currency specified as such in the applicable Pricing Conditions.

Timings and Methodology of Calculations and Transfers

Under the terms of the Credit Support Annex, the Valuation Agent will determine whether a Delivery Amount (VM) or Return Amount (VM) arises in relation to each Valuation Date, as well as making other valuations required under the Credit Support Annex.

The "**Valuation Agent**" will be the Calculation Agent for the Swap Agreement (and subject to the provisions thereof regarding replacement of the Calculation Agent as summarised in "Termination Payments" above).

A "**Valuation Date**" will be each day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London, unless the applicable Pricing Conditions specify that different dates apply.

If transfer of credit support is required and relevant notices are received (or are deemed to have been received) by applicable cut-off times, then the relevant transfer is required to be made not later than the close of business on the Regular Settlement Day relating to the date of the relevant demand.

"**Regular Settlement Day**" means, with respect to a date of demand, (i) for cash or other property (other than securities) that would have been transferred into the relevant bank account specified by the recipient on the date of demand had the instruction for transfer been given on such date of demand, the same local business day as the date of demand; (ii) for any other cash or other property (other than securities), the next local business day and (iii) for securities, the first local business day after such date on which settlement of a trade in the relevant securities, if effected on such date, would have been settled in accordance with customary practice when settling through the clearing system agreed between the parties for delivery of such securities or, otherwise, on the market in which such securities are principally traded (or, in either case, if there is no such customary practice, on the first local business day after such date on which it is reasonably practicable to deliver such securities).

However, if under any law requiring the collection or posting by the Counterparty of variation margin, the Counterparty is at that time required to collect or post variation margin on a shorter timeframe in respect of the Swap Agreement, Regular Settlement Day shall mean the same local business day as the date of demand.

Exchanges

A Transferor is entitled to inform the Transferee that it wishes to exchange credit support comprised in its Credit Support Balance (VM) for alternative Eligible Credit Support (VM). In such case, the Transferor and Transferee will be obliged to exchange the relevant credit support on the timings set out in the Credit Support Annex.

Distributions and Interest Amounts

Where Distributions arise in respect of credit support comprised in a Transferor's Credit Support Balance (VM), the Transferee is required to transfer cash, securities or other property of the same type, nominal value, description and amount as such Distributions, to the extent that this would not create or increase a Delivery Amount (VM).

"**Distributions**" means, with respect to Eligible Credit Support (VM) comprised in the Credit Support Balance (VM) of a Transferor that comprises securities, all principal, interest and other payments and distributions of cash or other property that would have been received by a Relevant Holder of securities of the same type, nominal value, description and amount as such Eligible Credit Support (VM) from time to time, provided that Distributions shall be gross of any taxes, costs or other charges that may have been imposed on a payment of principal, interest or other payment or distribution to such a Relevant Holder. For this purpose, "**Relevant Holder**" means a hypothetical holder having the same legal form and being incorporated and domiciled in the same jurisdiction as the relevant Transferee.

Legally Ineligible Credit Support

The Credit Support Annex contains provisions that enable a party to deliver a notice that items that then comprise Eligible Credit Support (VM) will cease to comprise Eligible Credit Support (VM). Such notice can be delivered if the Transferee determines that the relevant items either have ceased to satisfy, or as of a specified date will cease to satisfy, collateral eligibility requirements under laws applicable to the Transferee requiring the collection of variation margin. Any credit support in the Transferor's Credit Support Balance (VM) that does not comprise Eligible Credit Support (VM) will be given a Value of zero. If the Counterparty delivers such a notice to the Company, the Company is unlikely to have any other Outstanding Assets available to it to provide to the Counterparty as Eligible Credit Support (VM) and, as a result, such legal ineligibility would be likely to lead to an event of default under the Swap Agreement if not

remedied within the time period therein and would entitle the Counterparty to terminate the Swap Agreement. Such termination would result in an early redemption of the Certificates.

Early Termination

On any Early Termination Date being designated or deemed to occur under the Swap Agreement, the party to whom collateral has been posted shall not be obliged to return such collateral or equivalent collateral, but instead the Value of such collateral (but for this purpose without applying any Valuation Percentage or FX Haircut Percentage) shall be deemed to be owed to the transferor for the purposes of calculating the termination payment under the Swap Agreement.

Addresses

The business address of J.P. Morgan SE is TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany.

PRINCIPAL CASH FLOWS

Set out below is a description of the principal cash flows underlying the issue of the Certificates. Potential investors are referred to the terms and conditions of the Certificates and the detailed descriptions of the relevant Transaction Documents set out elsewhere in this Prospectus for a fuller description of certain cash flows and for an explanation of the meaning of certain capitalised terms used below.

Issue Date:

On the Issue Date, amongst other things:

(i) the Company will issue the Certificates and use part of the issue proceeds towards the purchase of the Underlying Fund Shares; and

(ii) the Company and the Counterparty shall enter into a Swap Agreement whereby:

a. the Company will use the remaining part of the issue proceeds of the Certificates to make an initial payment to the Counterparty; and

b. the Counterparty will pay the Company various amounts in order for the Company to be able to fund various expenses incurred by the Company in connection with the Certificates, including Agent's fees and expenses.

Duration of the Certificates:

During the period following the Issue Date of the Certificates until the Maturity Date:

(i) the Company is obliged to pay interest amounts in respect of the Certificates on each Specified Interest Payment Date at a fixed rate of (i) 35.00 per cent. per annum in respect of the Interest Accrual Period from and including the Interest Commencement Date to, but excluding, 20 December 2024, (ii) 4.621 per cent. per annum in respect of the Interest Accrual Period from, and including, 20 December 2024 to, but excluding, 11 July 2025 and (iii) 2.58 per cent. per annum in respect of each Interest Accrual Period thereafter; and

(ii) the Swap Counterparty will pay periodic amounts to the Company equal to the aggregate interest amount (if any) payable by the Company in respect of the Certificates. The Company will fund the payment of such interest amounts payable under the Certificates solely from equivalent amounts payable by the Counterparty under the Swap Agreement.

Scheduled Maturity Date:

Unless they redeem early, the Certificates will be redeemed at their Final Redemption Amount on the Scheduled Maturity Date. The Final Redemption Amount payable in respect of each Certificate is expressed to be an amount in EUR determined by the Calculation Agent equal to (subject to the applicable limited recourse provisions) (i) EUR 1,000 (being 100 per cent. of such Certificate's principal amount) plus (ii) subject to a minimum of zero, such Certificate's *pro rata* share of the aggregate redemption amount comprised of cash in respect of the Underlying Fund Shares payable on their scheduled maturity date minus the aggregate principal amount of the Certificates.

The Company will fund the Final Redemption Amount due on the Certificates solely from the aggregate redemption amount comprised of cash in respect of the Underlying Fund Shares payable on their scheduled maturity date. The principal amount of the Underlying Fund Shares held by the Company in respect of the Certificates will be an amount such that the aggregate redemption amount comprised of cash in respect of such Underlying Fund Shares payable on their scheduled maturity date is expected to be no less than the aggregate principal amount of the Certificates.

The level of collateralisation provided by the Underlying Fund Shares will be sufficient to fund the final redemption amount payable in respect of the Certificates on their scheduled maturity date, even if such aggregate redemption amount in respect of the Underlying Fund Shares, in practice, is less than the aggregate principal amount of the Certificates. This is because, the final redemption amount in respect of the Certificates actually payable in practice is linked to the extent of the redemption proceeds of the Underlying Fund Shares. Therefore, if the aggregate redemption amount in respect of the Underlying Fund Shares is less than expected, then there will be a corresponding reduction in Certificateholders' claims in respect of the final redemption amount in respect of the Certificates and the final redemption amount payable in respect of the Certificates will be less than the aggregate principal amount of the Certificates.

Credit-Linked Redemption Date:

If an Event Determination Date occurs in respect of a Credit Event, the Certificates will redeem early on the Credit-Linked Redemption Date at their Credit-Linked Redemption Amount. The Credit-Linked Redemption Amount payable in respect of each Certificate is expressed to be an amount in EUR determined by the Calculation Agent equal to each Certificate's *pro rata* share of an amount equal to (subject to the applicable limited recourse provisions) (a) the lower of (x) the aggregate principal amount of the Certificates and (y) the aggregate liquidation proceeds in respect of the Underlying Fund Shares minus (b) the Credit Loss (such amount being the product of the (x) aggregate principal amount of the Certificates and (y) 100 per cent. minus the Applicable Price in respect of certain specified obligation(s) of the Reference Entity, subject to a minimum of zero) plus (c) an amount, subject to a minimum of zero, equal to such aggregate liquidation proceeds in respect of the Underlying Fund Shares minus the aggregate principal amount of the Certificates. If a Credit-Linked Redemption occurs, the Company shall pay to the Counterparty an amount in EUR equal to the Credit Loss on the Credit-Linked Redemption Date.

THE CUSTODY AGREEMENT

The Outstanding Assets (excluding the Underlying Fund Shares (which will be held by the Company directly)) in respect of the Certificates, will be held, or caused to be held, by The Bank of New York Mellon, London Branch acting in its capacity as custodian (the "**Custodian**") pursuant to the terms set out in the master custody terms specified in the Programme Deed, as amended and supplemented from time to time (the "**Custody Agreement**"). The Company may appoint a custodian other than The Bank of New York Mellon, London Branch as specified in the Pricing Conditions or may replace the original custodian in accordance with the Master Conditions; this section only relates to The Bank of New York Mellon, London Branch as Custodian.

The Custodian will agree under the Custody Agreement to use reasonable care in the performance of its custodial duties thereunder and to exercise the same degree of care with respect to such Outstanding Assets as it would with respect to its own securities and properties.

Under the Custody Agreement, the Company authorises any office or branch of the Custodian and any sub-custodian to hold such Outstanding Assets in their account or accounts with any other sub-custodian, any securities depositary or at such other account keeper or clearing system as the Custodian deems to be appropriate for the type of instruments which comprise such Outstanding Assets. Any such appointment is made on the terms that such Outstanding Assets are not to be subject to any lien, charge, right or security interest in favour of such sub-custodian, account keeper or clearing system except to the extent of its charges in accordance with such agreement for administration and safe custody.

In accordance with normal market practice, the Custodian is entitled to hold securities through other entities and securities depositaries and the existence of charges over those securities may not be registered in the country or at the depositary in which they are ultimately held or notified to any such depositary.

The Bank of New York Mellon, London Branch as Custodian will perform its obligations under the Custody Agreement through its London office.

The Security in respect of the Certificates includes a first fixed charge over such Outstanding Assets which may be held by or through the Custodian through a sub-custodian or Euroclear, Clearstream, Luxembourg and/or DTC and/or an alternative clearing system. The charge is intended to create a property interest in such Outstanding Assets in favour of the Trustee to secure the Company's liabilities. However, where such Outstanding Assets are held through a sub-custodian or a clearing system the interests which the Custodian holds and which are traded are not the physical securities themselves but a series of contractual rights in the sub-custodian or in the clearing system. These rights consist of (i) the Company's rights against the Custodian, (ii) the Custodian's rights as an accountholder against the sub-custodian or clearing system, (iii) the rights of the sub-custodian or clearing system against the common depositary or other sub-custodian or clearing system in which the securities are held and (iv) the rights of the common depositary or such other sub-custodian or clearing system against the issuer of the securities. As a result, where securities are held through a sub-custodian or a clearing system the Security may take the form of an assignment of the Company's rights against the Custodian under the Custody Agreement rather than a charge over such Outstanding Assets themselves.

Any cash deposited with the Custodian by the Company and any cash received by the Custodian for the account of the Company in relation to Certificates will be held by the Custodian as banker and not as trustee and will be a bank deposit. Accordingly, such cash will not be held as client money and will represent only an unsecured claim against the Custodian's assets.

The Custodian will not be obliged to pay interest on any cash balances which it may hold from time to time.

The Custodian is entitled, upon receipt of instructions in accordance with the terms of the Custody Agreement, to transfer, exchange or deliver such Outstanding Assets held in the custody account and to debit the cash account in accordance with those instructions and/or what the Custodian reasonably

believes to be local market practice. Such instructions may include, but are not limited to, instructions to pay certain amounts that it receives in respect of such Outstanding Assets to the Principal Paying Agent or to the Counterparty. The Custodian is authorised, but not obliged, to pay out certain amounts due (or to become due) in respect of the Certificates, notwithstanding that it has not confirmed receipt by it of the corresponding amounts due to it, unless instructed not to make such payment by the Counterparty or the Arranger, and shall have no liability to any person as a result thereof.

CALCULATION AGENT

The Company has appointed JPMSE to act as initial Calculation Agent with respect to the Certificates.

JPMSE is a stock corporation under the German Stock Corporation Act (Aktiengesetz) of 1965, incorporated in Germany on 5 December 1974. JPMSE is domiciled in Germany, its registered office is at TaunusTurm, Taunustor 1, 60310 Frankfurt am Main and its telephone number is +49 69 71240. JPMSE is registered on the German Commercial Register (Handelsregister) at District court Frankfurt am Main, HRB No. 126056. JPMSE is a wholly-owned indirect subsidiary of JPMorgan Chase & Co. JPMSE is active primarily in transaction banking, depositary and custody services, global clearing, private banking, markets and lending business for EEA clients and acts globally with respect to Euro clearing. JPMSE has a full banking license in accordance with Section 1 Para. 1 of the KWG (Kreditwesengesetz – German Banking Act) and conducts banking business with institutional clients, banks, corporate clients, private clients and clients from the public sector. As of 31 December 2023, the total assets of JPMSE based on IFRS were EUR 421,006 million. The LEI of JPMSE is 549300ZK53CNGEEI6A29 and its website is https://www.jpmorgan.com/DE/en/about-us.

The Company may at any time terminate the appointment of the Calculation Agent by giving to the Principal Paying Agent and the Calculation Agent at least 60 days' notice to that effect, which notice shall expire at least 30 days before or after any due date for payment in respect of the Certificates. The Calculation Agent may resign its appointment at any time by giving the Company and the Principal Paying Agent at least 60 days' notice to that effect, which notice shall expire at least 30 days before or after any due date for payment in respect of the Certificates. No such resignation or termination of the appointment of the Calculation Agent shall take effect until a new Calculation Agent has been appointed. Upon any letter of appointment being executed by or on behalf of the Company and any person appointed as a Calculation Agent, such person shall become a party to the Agency Agreement as if originally named in it and shall act as such Calculation Agent in respect of the Certificates.

TAXATION CONSIDERATIONS

Possibility of U.S. withholding tax on payments

Background

Pursuant to certain provisions of U.S. law, commonly known as FATCA, a withholding tax is imposed (i) on certain U.S. source payments and (ii) beginning on the date that is two years after the date of publication in the U.S. Federal Register of final regulations defining the term "foreign passthru payment", payments made by "foreign financial institutions" that are treated as foreign passthru payments. This withholding tax is imposed on such payments made to persons that fail to meet certain certification, reporting, or related requirements. The Company may be a foreign financial institution for these purposes. A number of jurisdictions have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of FATCA to instruments or agreements such as the Underlying Fund Shares, the Swap Agreement and the Certificates, including whether withholding on foreign passthru payments would ever be required pursuant to FATCA or an IGA with respect to payments on instruments or agreements such as the Underlying Fund Shares, the Swap Agreement and/or the Certificates, are uncertain and may be subject to change.

Possible impact on payments on the Underlying Fund Shares and Swap Agreement

If the Company fails to comply with its obligations under FATCA (including any applicable IGA and any IGA legislation thereunder), it may be subject to FATCA Withholding on all, or a portion of, payments it receives with respect to the Underlying Fund Shares or the Swap Agreement. Any such withholding would, in turn, result in the Company having insufficient funds from which to make payments that would otherwise have become due in respect of the Certificates and/or the Swap Agreement with respect to the Certificates. No other funds will be available to the Company to make up any such shortfall and, as a result, the Company may not have sufficient funds to satisfy its payment obligations to Certificateholders. Additionally, if payments to the Company in respect of the Underlying Fund Shares are, will become or are deemed on any test date to be subject to FATCA Withholding, the Certificates will be subject to early redemption. No assurance can be given that the Company can or will comply with its obligations under FATCA or that the Company will not be subject to FATCA Withholding.

Possible impact on payments on the Certificates

The Company may be required to withhold amounts from Certificateholders (including intermediaries through which the Certificates are held) that are foreign financial institutions that are not compliant with, or exempt from, FATCA or Certificateholders that do not provide the information, documentation or certifications required for the Company to comply with its obligations under FATCA.

FATCA IS PARTICULARLY COMPLEX AND ITS APPLICATION TO THE COMPANY, THE CERTIFICATES AND CERTIFICATEHOLDERS IS SUBJECT TO CHANGE.

Information reporting obligations and FATCA amendments

Information relating to the Certificates, their holders and beneficial owners may be required to be provided to tax authorities in certain circumstances pursuant to domestic or international reporting and transparency regimes (including, without limitation, in relation to FATCA). This may include (but is not limited to) information relating to the value of the Certificates, amounts paid or credited with respect to the Certificates, details of the holders or beneficial owners of the Certificates and information and documents in connection with transactions relating to the Certificates. In certain circumstances, the information obtained by a tax authority may be provided to tax authorities in other countries. Some jurisdictions operate a withholding system in place of, or in addition to, such provision of information requirements. Pursuant to the Conditions and subject to certain limitations, a Certificateholder or beneficial owner of Certificates is required to provide forms, documentation and other information relating to such Certificateholder's or beneficial

owner's status under any applicable law (including, without limitation, any Information Reporting Regime or any agreement entered into by the Company pursuant thereto) as is reasonably requested by the Company and/or any agent acting on behalf of the Company for purposes of the Company's, or such agent's compliance with any such law or agreement. If any Certificateholder or beneficial owner fails to provide any information so requested by the Company, the Company shall withhold amounts from payments due on the Certificates (including to intermediaries through which the Certificates are held) and all Certificates shall be the subject of an early redemption.

Additionally, the Company is permitted, subject to the fulfilment of certain requirements, to make any amendments to the Certificates, the Swap Agreement and any other Transaction Document as may be necessary to enable the Company to comply with its obligations under FATCA (including any applicable IGA and any IGA legislation thereunder) or its obligations under any legislation or agreements relating to any applicable Information Reporting Regime and any such amendment will be binding on the Certificateholders.

Neither a Certificateholder nor a beneficial owner of Certificates will be entitled to any additional amounts if FATCA Withholding or any other withholding or deduction or charge in connection with an Information Reporting Regime is imposed on any payments on or with respect to the Certificates. As a result, Certificateholders may receive less interest or principal, as applicable, than expected.

Each Certificateholder should consult its own tax adviser to obtain a more detailed explanation of FATCA and the other Information Reporting Regimes and to learn how FATCA and the other Information Reporting Regimes might affect such Certificateholder in light of its particular circumstances.

Italian Taxation

The statements herein regarding taxation are based on the laws in force as at the date of this Prospectus and are subject to any changes in law occurring after such date, which changes could be made also on a retroactive basis.

The following is a general overview of certain Italian tax consequences of the purchase, ownership and disposal of the Certificates by Italian resident investors. It does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors and of Certificates, some of which may be subject to special rules. Prospective investors should consult their own tax advisers in relation to the Italian tax consequences associated with purchasing and disposing of the Certificates.

Given the peculiarity of the instruments at stake, the Company cannot exclude that the Certificates may fall within the scope of a tax regime different than those described below.

This overview will not be updated to reflect changes in laws and if such a change occurs the information in this overview could become invalid.

Please note that Law No. 111 of 9 August 2023 ("Law 111"), delegates power to the Italian Government to enact, within twenty-four months from its publication, one or more legislative decrees implementing the reform of the Italian tax system (the "Italian Tax Reform"). According to Law 111, the Italian Tax Reform could significantly change the taxation of financial incomes and capital gains, that may impact on the current tax regime of the Certificates, as summarized below. Prospective investors should consult their own tax advisors regarding the tax consequences of the Italian Tax Reform.

Taxation of Italian resident Certificateholders

The Certificates issued by the Company may be subject to different tax regimes in the hands of Italian resident Certificateholders depending on whether:

- the Certificates qualify as derivative financial instruments or bundles of derivative financial instruments; or
- the Certificates qualify as atypical securities (*titoli atipici*).

Depending on the qualification of the Certificates, the following Italian tax treatments may apply in the hands of Italian resident Certificateholders.

1. Certificates qualifying as derivative securities

Where the proceeds from the Certificates qualify as securitized derivatives, the following Italian tax regime should apply in the hands of Italian resident Certificateholders.

Any income obtained from the Certificates to the extent that they qualify as securitized derivatives would be treated as part of the taxable business income (and, in certain circumstances, depending on the "*status*" of the Certificateholder, also as part of the net value of the production for IRAP purposes) if realized by Italian resident companies, Italian resident partnerships carrying out commercial activities or similar commercial entities (including Italian permanent establishments of foreign entities to which the Certificates are connected) or Italian resident individuals engaged in an entrepreneurial activity to which the Certificates are connected.

Pursuant to Decree no. 461 of 21 November 1997, as amended and supplemented from time to time ("**Decree 461**"), where an Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activities to which the Certificates are connected, (ii) an Italian resident partnership not carrying out commercial activities or (iii) an Italian private or public institution not carrying out mainly or exclusively commercial activities, any capital gain realized by such Certificateholder from the sale or transfer for consideration of the Certificates would be subject to a substitute tax (*imposta sostitutiva*), levied at the current rate of 26%. Certificateholders may generally offset against capital losses with gains of the same nature.

In respect of the application of such substitute tax, taxpayers may opt for one of the three regimes described below.

Under the so called "*regime della dichiarazione"* (the "**Tax Declaration Regime**"), which is the standard regime for taxation of capital gains, the 26% *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss of the same nature, realized pursuant to all investment transactions carried out during any given tax year. The overall capital gains realized in any tax year, net of any incurred capital loss of the same nature, must be reported in the relevant annual tax return and the substitute tax must be paid on such gains together with any balance income tax due for the relevant tax year. Capital losses in excess of capital gains may be carried forward against capital gains of the same nature realized in any of the four succeeding tax years.

As an alternative to the Tax Declaration Regime, the holders of the Certificates who are:

- Italian resident individuals not engaged in entrepreneurial activities to which the Certificates are connected;
- Italian resident partnerships not carrying out commercial activities;
- Italian private or public institutions not carrying out mainly or exclusively commercial activities,

may elect to pay the *imposta sostitutiva* separately on capital gains realized on each sale or transfer or redemption of the Certificates under the so called "*regime del risparmio amministrato*" (the "**Administrative Savings Regime**"), according to Article 6 of Decree 461. Such separate taxation of capital gains is allowed subject to (i) the Certificates being deposited with Italian banks, SIMs or certain authorized financial intermediaries (or permanent establishments in the Italian Republic of foreign intermediaries) and (ii) an

express election for the Administrative Savings Regime being timely made in writing by the relevant Certificateholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realized on each sale or transfer or redemption of the Certificates, as well as on capital gains realized as at revocation of its mandate, net of any relevant incurred capital loss of the same nature, and is required to pay the relevant amount to the Italian tax authorities on behalf of the holder of the Certificates, deducting a corresponding amount from the proceeds to be credited to the Certificateholder or using funds provided by the Certificateholder for this purpose. Where a sale or transfer or redemption of the Certificates results in a capital loss, such loss may be offset against capital gains of the same nature subsequently realized, within the same relationship of deposit, in the same tax year or in the following tax years up to the fourth. Under the Administrative Savings Regime, the Certificateholder is not required to declare the capital gains in the annual tax return.

Where the Certificates are part of a portfolio managed under the Asset Management Regime by an Italian asset management company or an authorized financial intermediary, the capital gains realized upon sale, transfer or redemption of the Certificates will not be subject to the substitute tax on capital gains but will contribute the determination of the annual accrued appreciation of the managed portfolio, subject to the Asset Management Tax. Any depreciation of the managed portfolio at year end may be carried forward against appreciation accrued in each of the following years up to the fourth. Under the Asset Management Regime, the Certificateholder is not required to declare the capital gains realized in the annual tax return.

Any income on Certificates held by Italian resident open-ended or closed-ended collective investment funds (together the "**Funds**" and each a "**Fund**"), Italian investment companies with variable capital ("**SICAVs**") and Italian resident non-real estate investment companies with fixed capital ("**SICAFs**") contribute to determine the increase in value of the managed assets of the Funds, SICAVs or non-real estate SICAFs accrued at the end of each tax year. The Funds, SICAVs or SICAFs will not be subject to taxation on such increase, but a withholding tax of 26% will apply, in certain circumstances, to distributions made in favor of unitholders or shareholders (the "**Collective Investment Fund Tax**").

Where a Certificateholder is an Italian resident real estate investment funds ("**Real Estate Funds**") or an Italian real estate investment companies with fixed capital ("**Real Estate SICAFs**"), to which the provisions of Law Decree No. 351 of 25 September 2001, as subsequently amended, apply, any income on Certificates will be subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the Real Estate Fund or Real Estate SICAF. The income of the Real Estate Fund or Real Estate SICAF is subject to tax, in the hands of the unitholder, depending on the status and percentage of participation.

Any capital gains on Certificates held by a Certificateholder who is an Italian pension fund (subject to the regime provided for by Article 17 of Legislative Decree no. 252 of 5 December 2005 ("**Decree 252**")) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 20% tax (the "**Pension Fund Tax**") on the increase in value of the managed assets accrued at the end of each tax year (which increase would include interest accrued on the Certificates during the holding period).

Any income realized by non-Italian-resident Certificateholders without a permanent establishment in the Italian Republic to which the Certificates are effectively connected in respect of Certificates traded on regulated markets in the Italian Republic or abroad are not subject to the *imposta sostitutiva*, regardless of whether the Certificates are held in the Italian Republic. In such a case, in order to benefit from this exemption from Italian taxation on capital gains, non-Italian resident Certificateholders who hold the Certificates with an Italian authorized financial intermediary and elect to be subject to the Asset Management Regime or are subject to the Administrative Savings Regime, may be required to file in due time to the Italian authorized financial intermediary an appropriate statement (*autocertificazione*) that they are not resident in the Italian Republic for tax purposes.

Capital gains realized by non-Italian resident Certificateholders without a permanent establishment in the Italian Republic to which the Certificates are effectively connected from the sale or redemption of

Certificates not traded on regulated markets issued by an Italian or non-Italian resident issuer may in certain circumstances be taxable in the Italian Republic, if the Certificates are held in the Italian Republic.

2. Certificates qualifying as atypical securities

The Certificates which represent a capital investment but do not fall within the category of bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*) pursuant to Article 44, paragraph 2, letter (c) of Presidential Decree No. 917 of 22 December 1986 (as amended from time to time) may qualify as "atypical" securities (*titoli atipici*) pursuant to article 5 of Decree no. 512 of 30 September 1983. In that case, a 26% "entrance" withholding tax may apply in the Italian Republic if the Certificates are placed ("*collocati*") in the Italian Republic and payments on the Certificates are collected through an Italian bank or other qualified financial intermediary. However, the 26% "entrance" withholding tax does not apply to payments made:

- to a non-Italian resident Certificateholder. If Certificates issued by a non-Italian resident issuer and beneficially owned by non-Italian residents are deposited with an Italian bank or other resident intermediary (or permanent establishment in the Italian Republic of foreign intermediary) or are sold through an Italian bank or other resident intermediary (or permanent establishment in the Italian Republic of foreign intermediary) or in any case an Italian resident intermediary (or permanent establishment in the Italian Republic of foreign intermediary) intervenes in the payment of Interest on such Certificates, to ensure payment without application of Italian taxation a non-Italian resident Certificateholder may be required to produce to the Italian bank or other intermediary a self-declaration stating that he or she is not resident in the Italian Republic for tax purposes; and

- to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities to which the Certificates are effectively connected), (ii) a commercial partnership, or (iii) a commercial private or public institution. In particular, in such cases, income paid out of the Certificates must be included in the relevant Certificateholder's annual income tax return, to be therefore subject to general Italian corporate taxation (and, in certain circumstances, depending on the "status" of the Certificateholder, also to IRAP) according to the ordinary rules and the beneficial owners should be generally entitled to a tax credit for withholding taxes applied outside the Italian Republic, if any.

With respect to the other categories of Italian resident Certificateholders, if payments on Certificates issued by a non-Italian resident issuer are not collected through an Italian resident bank or other qualified financial intermediary, and as such no "entrance" withholding tax is required to be levied, such Certificateholders will be required to report the payments in their yearly income tax return and subject them to a final substitute tax at rate of 26% (only limited to those Certificateholders not engaged in a business activity to which the Certificates are effectively connected). Italian resident individual beneficial owners holding Certificates not in connection with a business activity may elect instead to pay ordinary personal income tax at the progressive rates applicable to them: if so, the beneficial owners should generally benefit from tax credit for withholding taxes applied outside the Italian Republic, if any.

In case Certificates issued by a non-Italian resident issuer are held by an Italian resident individual engaged in a business activity and are effectively connected with same business activity, any payment collected under the Certificates will be subject to the 26% "entrance" withholding tax on a provisional basis and will be included in the relevant income tax return. As a consequence, such income will be subject to the ordinary income tax and the withholding tax may be recovered as a deduction from the income tax due.

3. Certain reporting obligations for Italian-resident Certificateholders

Under Law Decree no. 167 of 28 June 1990, as subsequently amended and supplemented, Italian resident individuals, non-business entities and non-business partnerships that are resident in the Italian Republic and, during the tax year, hold investments abroad or have financial assets abroad (including possibly the Certificates) must, in certain circumstances, disclose these investments or financial assets to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return), regardless of the value of such assets (save for deposits or bank accounts having an aggregate value not exceeding EUR 15,000 threshold throughout the year, which per se do not require such disclosure). The requirement applies also where the persons above, being not the direct holder of the financial assets, are the beneficial owners thereof for the purposes of anti-money laundering legislation.

No disclosure requirements exist for investments and financial assets (including the Certificates) under management or administration entrusted to Italian resident intermediaries (Italian banks, SIMs, fiduciary companies or other professional intermediaries) and for contracts concluded through their intervention, provided that the cash flows and the income derived from such activities and contracts have been subjected to Italian withholding or substitute tax by the same intermediaries.

4. Italian inheritance tax and gift tax

The transfer of Certificates by reason of gift, donation or succession proceedings may be subject to Italian gift and inheritance tax as follows:

- 4% for transfers in favor of the spouse or direct relatives exceeding, for each beneficiary, a threshold of EUR 1.0 million;
- 6% for transfers in favor of siblings exceeding, for each beneficiary, a threshold of EUR 0.1 million;
- 6% for transfers in favor of relatives up to the fourth degree and to all relatives in law in direct line and to other relatives in law up to the third degree, on the entire value of the inheritance or the gift; and
- 8% for transfers in favor of any other person or entity, on the entire value of the inheritance or the gift.

If the heir/heiress or the donee is a person with a severe disability pursuant to Law no. 104 of 5 February 1992, inheritance tax or gift tax is applied to the extent that the value of the inheritance or gift exceeds EUR 1.5 million.

With respect to Certificates listed on a regulated market, the value for inheritance and gift tax purposes is the average stock exchange price of the last quarter preceding the date of the succession or of the gift (including any accrued interest). With respect to unlisted Certificates, the value for inheritance tax and gift tax purposes is generally determined by reference to the value of listed debt securities having similar features or based on certain elements as presented in the Italian tax law.

5. Wealth tax –holding through non-Italian resident or based financial intermediary

According to Article 19 of Law Decree no. 201 of 6 December 2011 (as amended from time to time), Italian resident individuals, non-commercial entities, including trusts and foundations and noncommercial partnerships holding financial products, including the Certificates, outside the Italian Republic without the involvement of an Italian financial intermediary are required to pay a wealth tax currently at the rate of 0.2% (the level of tax being determined in proportion to the period of ownership). Starting from 1 January 2024, the wealth tax applies at a rate of 0.40% if the Certificates are held in a state or territory with a privileged tax regime as listed in the Italian Ministerial Decree dated May 4, 1999, pursuant to the provisions of Law No. 213/2023. The wealth tax applies on the market value at the end of the relevant year or, in the absence of a market value, on the nominal value or redemption value of such financial products held outside the Italian Republic. Taxpayers are generally permitted to deduct from the wealth tax a tax credit equal to any

wealth taxes paid in the State where the financial products are held (up to the amount of the Italian wealth tax due). The wealth tax cannot exceed EUR 14,000.00 per year for taxpayers different from individuals.

6. Stamp taxes and duties – holding through an Italian resident or based financial intermediary

Under Article 13(2*bis*-2*ter*) of Decree no. 642 of 26 October 1972, a 0.2% stamp duty generally applies on communications and reports that Italian financial intermediaries periodically send to their clients in relation to the financial products that are deposited with such intermediaries. The Certificates may be included in the definition of financial products for these purposes. Communications and reports are deemed to be sent at least once a year even if the Italian financial intermediary is under no obligation to either draft or send such communications and reports.

The stamp duty cannot exceed EUR 14,000.00 for Certificateholders other than individuals.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy and Finance on 24 May 2012, the 0.2% stamp duty does not apply to communications and reports that the Italian financial intermediaries send to investors who do not qualify as "clients" according to the regulations issued by the Bank of Italy. Communications and reports sent to this type of investors are subject to the ordinary EUR 2.00 stamp duty for each copy.

The taxable base of the stamp duty is the market value or, in the lack thereof, the nominal value or the redemption amount of any financial product.

7. Registration tax

Contracts relating to the transfer of the Certificates are subject to the registration tax as follows:

- public deeds and private deeds with notarized signatures executed in the Italian Republic (*atti pubblici e scritture private autenticate*) are subject to fixed registration tax at rate of EUR 200.00; and
- private deeds (*scritture private non autenticate*) are subject to fixed registration tax of EUR 200.00 only in the case of use or voluntary registration or occurrence of the so-called *enunciazione*.

SUBSCRIPTION AND SALE

Subject to the terms and conditions contained in the master dealer terms (the "**Master Dealer Terms**") specified in the Programme Deed (as amended, and together with the dealer confirmation, the "**Dealer Agreement**"), the Certificates may be sold to J.P. Morgan SE under the Dealer Agreement (the "**Dealer**"), who shall act as principal in relation to such sale.

By entering into the Dealer Agreement, the Company has agreed to indemnify the Dealer against certain liabilities in connection with the offer and sale of the Certificates. The Dealer Agreement may be terminated by the Company or, in relation to itself and itself only, by the Dealer, at any time on giving not less than 10 days' notice.

The Dealer may sell Certificates to subsequent purchasers in individually negotiated transactions at negotiated prices, which may vary among different purchasers and which may be greater or less than the Issue Price of the Certificates.

Selling Restrictions

United States

The Certificates have not been and will not be registered under the Securities Act and may not at any time be offered or sold in the United States (as defined in Regulation S) or to, or for the account or benefit of, any person who is (a) a U.S. person (as defined in Regulation S), (b) a U.S. person (as defined in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934) or (c) not a Non-United States person (as defined in Rule 4.7 under the CEA, but excluding, for the purposes of subsection (D) thereof, the exception to the extent that it would apply to persons who are not Non-United States persons). Prospective investors should note that the definition of "U.S. person" in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934 is substantially similar to, but not identical to, the definition of "U.S. person" under Regulation S.

By entering into the Dealer Agreement, the Dealer has agreed that it will not offer, sell, pledge or transfer the Certificates as part of their distribution or otherwise at any other time in the United States or to, or for the account or benefit of, (a) a U.S. persons (as defined in Regulation S), (b) a U.S. person (as defined in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934) or (c) persons who are not Non-United States persons (as defined in Rule 4.7 under the U.S. Commodity Exchange Act of 1936, but excluding for purposes of subsection (D) thereof, the exception to the extent that it would apply to persons who are not Non-United States persons), and it will have sent to each distributor, dealer (as defined in Section 2(a)(12) of the Securities Act) or person receiving a selling concession, fee or other remuneration in respect of the Certificates sold to which the Dealer sells Certificates during the relevant distribution compliance period (as defined in Regulation S) in respect of the Certificates a confirmation or other notice setting forth the restrictions on offers and sales of the Certificates in the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S), U.S. persons (as defined in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934) and persons who are not Non-United States persons (as defined in Rule 4.7 under the U.S. Commodity Exchange Act of 1936, but excluding for purposes of subsection (D) thereof, the exception to the extent that it would apply to persons who are not Non-United States persons).

European Economic Area

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, in relation to each Member State of the European Economic Area to which the Prospectus Regulation applies (each, a "**Relevant Member State**"), that with effect from and including the date on which the Prospectus Regulation is effective in that Relevant Member State (the

"**Relevant Effective Date**") it has not made and will not make an offer of Certificates which are the subject of the offering contemplated by this Prospectus as completed by the Conditions in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Effective Date, make an offer of such Certificates to the public in that Relevant Member State:

(i) if the prospectus in relation to the Certificates specifies that an offer of those Certificates may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of such prospectus in relation to such Certificates which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus, as applicable and the Company has consented in writing to its use for the purpose of that Non-exempt Offer;

(ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(iii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Company for any such offer; or

(iv) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Certificates referred to in (ii) to (iv) above shall require the Company or any Dealer to publish a prospectus pursuant to Article 1 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Certificates to the public**" in relation to any Certificates in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates to be offered so as to enable an investor to decide to purchase or subscribe the Certificates and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

Ireland

This Prospectus does not constitute an invitation to the public within the meaning of the Irish Companies Act 2014 to subscribe for the Certificates issued by the Company.

The Dealer has represented and agreed that it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the Certificates, or do anything in Ireland in respect of the Certificates, otherwise than in conformity with the provisions of:

(a) the Prospectus Regulation and any rules issued by the Central Bank of Ireland or in force pursuant to Section 1363 of the Companies Act 2014;

(b) the Companies Act 2014;

(c) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) and it will conduct itself in accordance with any rules or codes of conduct and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank of Ireland;

(d) Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and any rule of the Central Bank of Ireland issued and/or in force pursuant to Section 1370 of the Companies Act 2014;

(e) Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance – based investment products (PRIIPs); and

(f) the Central Bank Acts 1942 to 2018 (as amended) and any codes of conduct rules made pursuant to Section 117(1) of the Central Bank Act 1989.

General

These selling restrictions may be modified by the agreement of the Company and the Dealer, *inter alia*, following a change in the relevant law, regulation or directive. Any such modification will be set out in a supplement to this Prospectus.

Neither the Company nor the Dealer makes any representation that any action has been taken in any jurisdiction that would permit a public offering of any of the Certificates, or possession or distribution of this Prospectus or any other offering material, in any country or jurisdiction where action for that purpose is required.

CONSENT TO THE USE OF THE PROSPECTUS IN CONNECTION WITH NON-EXEMPT OFFERS

This Prospectus has been prepared on the basis that an offer of the Certificates may be made by FinecoBank S.p.A. of Piazza Durante 11, Milan 20131, Italy other than pursuant to Article 1(4) of the Prospectus Regulation (a "**Non-exempt Offer**") in the Italian Republic ("**Public Offer Jurisdiction**") during the period from and including 5 September 2024 to, and including, 27 September 2024 ("**Offer Period**").

In addition, in the context of any Non-exempt Offer of the Certificates, the Company accepts responsibility in the Public Offer Jurisdiction, for the content of this Prospectus in relation to any person (an "**Investor**") who purchases any Certificates in a Non-exempt Offer made by the Authorised Offeror (as defined below), where that offer is made during the Offer Period.

Except in the circumstances described below, the Company has not authorised the making of any offer by any offeror and the Company has not consented to the use of this Prospectus by any other person in connection with any offer of the Certificates in any jurisdiction. Any offer made without the consent of the Company is unauthorised and none of the Company and the Dealer accepts any responsibility or liability in relation to such offer or for the actions of the persons making any such unauthorised offer. If, in the context of a Non-exempt Offer, an Investor is offered Certificates by a person which is not the Authorised Offeror, the Investor should check with such person whether anyone is responsible for this Prospectus for the purpose of the relevant Non-exempt Offer and, if so, who that person is. If an Investor is in any doubt about whether it can rely on this Prospectus and/or who is responsible for its contents, the Investor should take legal advice.

The Company consents to the use of this Prospectus in connection with any Non-exempt Offer of Certificates in the Public Offer Jurisdiction during the Offer Period by FinecoBank S.p.A. of Piazza Durante 11, Milan 20131, Italy (an "**Authorised Offeror**") for so long as they are authorised to make such offers under MiFID II and in the Public Offer Jurisdiction. The Company may after the date of this Prospectus appoint further financial intermediaries as Authorised Offerors in respect of the Non-exempt Offer which is the subject of this Prospectus. In such cases, the name of any such further financial intermediary appointed as an Authorised Offeror will be published on the website of the Company by way of an announcement identifying such financial intermediary as an Authorised Offeror.

AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY CERTIFICATES FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF THE CERTIFICATES TO SUCH INVESTOR BY AN AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN THAT AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS (THE "TERMS AND CONDITIONS OF THE NON-EXEMPT OFFER"). THE COMPANY WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTOR AND, ACCORDINGLY, THIS PROSPECTUS DOES NOT CONTAIN SUCH INFORMATION. THE TERMS AND CONDITIONS OF THE NON-EXEMPT OFFER SHALL BE PROVIDED TO SUCH INVESTOR BY THE RELEVANT AUTHORISED OFFEROR AT THE TIME THE OFFER IS MADE. NEITHER THE COMPANY NOR THE DELAER HAS ANY RESPONSIBILITY OR LIABILITY FOR SUCH INFORMATION.

ANY AUTHORISED OFFEROR USING THIS PROSPECTUS WILL STATE ON ITS WEBSITE THAT IT HAS USED THIS PROSPECTUS IN ACCORDANCE WITH THE TERMS OF THE CONSENT GRANTED TO IT BY THE COMPANY.

TERMS AND CONDITIONS OF THE OFFER

(1) The offer price in respect of the Certificates shall be equal to the Issue Price, being an amount equal to EUR 1,000 per Certificate.

(2) Offers of the Certificates are conditional upon their issue. The Company has the right to withdraw the offering of the Certificates and cancel the issuance of the Certificates prior to the end of the subscription period for any reason. Reasons for the cancellation of the offer include, in particular: (i) adverse market conditions, as determined by the Company in its reasonable discretion (such as, for example, increased equity market volatility and increased currency exchange rate volatility) or (ii) that the number of applications received at that time is insufficient, in the Company's opinion, to make an economically viable issuance.

(3) The Certificates are being offered to retail investors in the Italian Republic. A prospective investor should contact the Distributor during the Offer Period. The Company has the right to close the Offer Period early. A prospective investor will acquire the Certificates in accordance with the arrangements existing between the Distributor and its customers relating to the subscription of securities generally and not directly with the Company. Persons interested in purchasing the Certificates should contact their financial adviser. If an investor in any jurisdiction other than the Italian Republic wishes to purchase the Certificates, such investor should (a) be aware that sales in the relevant jurisdiction may not be permitted; and (b) contact its financial adviser, bank or financial intermediary for more information.

(4) Investors may apply to purchase Certificates during the Offer Period. In particular:

Any application shall be made to the Distributor.

Door-to-door selling: The Certificates may be distributed by the Distributor through door-to-door selling by means of tied agents, being financial advisors authorised to make off-premises offers (*consulenti finanziari abilitati all'offerta fuori sede*) pursuant to Articles 30 and 31 of the Legislative Decree 24 February 1998, No. 58, as amended and supplemented (the "**Italian Financial Services Act**") from (and including) 5 September 2024 to (and including) 27 September 2024 subject to any early closing of the Offer Period or cancellation of the offer of the Certificates.

The Distributor is intending to distribute the Certificates through door-to-door selling (*fuori sede*) pursuant to Article 30 of the Italian Financial Services Act will collect the acceptance forms through the tied agents (*consulenti finanziari abilitati all'offerta fuori sede*) pursuant to Article 31 of the Italian Financial Services Act.

Pursuant to Article 30, paragraph 6, of the Italian Financial Services Act, the validity and enforceability of contracts entered into through door-to-door selling is suspended for a period of 7 (seven) days beginning on the date of subscription by the relevant investor. Within such period investors may notify the relevant Distributor and/or financial advisor of their withdrawal without payment of any charge or commission.

Distance selling techniques: The Certificates may also be distributed by the Distributor through distance selling techniques pursuant to Article 32 of the Italian Financial Services Act and Article 67-duodecies, Par. 4 of the Italian Legislative Decree 6 September 2005, No. 206 (the "**Consumer Code**"). In respect of purchase of the Certificates made by means of distance selling techniques, an investor that can be qualified as a consumer for the purposes of the Consumer Code is entitled to a 14-day period in which it can withdraw from the agreement without penalty and without giving any reason. Within such terms, the effects of the subscription agreements will be suspended and the investor can withdraw by means of a notice to the Company/Distributor without any expenses or other fees. The Certificates are being offered with no provision for reducing subscriptions, and consequently, no mechanism exists for refunding excess amounts paid by applicants.

(5) Applications by prospective investors are not subject to a minimum or maximum amount.

(6) The Certificates will be issued on the Issue Date against payment to the Company of the net subscription moneys.

(7) The Company will arrange for the results of the offer to be published on the website of https://dynamiccertificatesandnotesplc.com/ on or around the Issue Date.

(8) The offering of the Certificates does not include any provisions for the exercise of pre-emption rights, the negotiability of subscription rights, or the treatment of unexercised subscription rights.

(9) Applicants will be notified directly by the Dealer of the success of their application. Dealings may begin before such notification is made.

(10) Taxes charged in connection with the subscription, transfer, purchase, or holding of the Certificates must be paid by the Certificateholders. Neither the Company nor the Distributor shall have any obligation in relation thereto.

(11) In respect of the offering of the Certificates, up to 3.00% (the "**Distribution Fee**") of the Issue Price of the Certificates, will be charged by, and payable to, FinecoBank S.p.A. of Piazza Durante 11, Milan 20131, Italy in its capacity as Distributor of the Certificates, as appointed by the Dealer. For the avoidance of doubt, neither the Company nor the Counterparty shall be liable to pay any subscription fees.

(12) FinecoBank S.p.A. of Piazza Durante 11, Milan 20131, Italy (the "**Distributor**"), as appointed by the Dealer, will be the sole placer of the Certificates.

(13) The Distributor has agreed to acquire the Certificates from the Dealer with a view to on-selling the Certificates as an independent distributor.

GENERAL INFORMATION

(1) The issue of the Certificates was authorised by a resolution of the Board on 27 August 2024.

Save as disclosed in this Prospectus, there has been no significant change in the financial or trading position of the Company and no material adverse change in the financial position or prospects of the Company since the date of its incorporation. As at the date of this Prospectus, the Company has no borrowings or indebtedness in the nature of borrowings (including loan capital issued or created but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees or other contingent liabilities, other than as disclosed elsewhere in this Prospectus.

(2) The Company is not nor has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Company is aware) which may have, or have had in the previous 12 months, a significant effect on its financial position or profitability.

(3) This Prospectus has been approved by the Central Bank in Dublin in its capacity as competent authority pursuant to Prospectus Regulation. The Central Bank only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval shall not be considered as an endorsement of the Company or of the quality of the Certificates which are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Certificates.

(4) It is expected that the auditors of the Company will be appointed before the financial year ended 31 December 2024.

(5) The Company accepts responsibility for the information given in this Prospectus. To the best of its knowledge the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect its import.

(6) Where information in this Prospectus has been sourced from third parties, this information has been accurately reproduced and, as far as the Company is aware and is able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used. Any websites included in this Prospectus are for information purposes only, have not been scrutinised or approved by the Central Bank and the information in such websites does not form any part of this Prospectus unless that information is incorporated by reference into this Prospectus.

(7) The Certificates will not be rated.

(8) The Company will make reasonable efforts to arrange for the Certificates be listed on the SeDex Market of Borsa Italiana within 2 days of the Issue Date. No assurance can be given that such listing will be obtained and/or maintained.

(9) The individual Dealer in respect of the Certificates is J.P. Morgan SE at TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany.

(10) J.P. Morgan SE is the Responsabile del Collocamento (the "**Lead Manager**"), pursuant to Article 93-bis of the Legislative Decree of 24 February 1998, n. 58, as subsequently amended, in relation to the public offer of the Certificates in Italy since it has organised the placing syndicate by appointing the Distributor. For the avoidance of doubt, the Lead Manager will not act as distributor/placer and will not place the Certificates in Italy.

(11) The estimated total expenses of the issue/offer is USD 56,000.

(12) The Common Code of the Certificates is 288331430.

(13) The International Securities Identification Number (ISIN) of the Certificates is XS2883314309.

(14) The Financial Instrument Short Name (FISN) of the Certificates is DYNAMIC CERTIFI/ASST BKD 20300930.

(15) The Classification of Financial Instruments Code (CFI) of the Certificates is DAXNFR.

(16) Intended to be held in a manner which would allow Eurosystem eligibility: No.

Whilst the designation is specified as "No" at the date of this Prospectus, should the Eurosystem eligibility criteria be amended in the future such that the Certificates are capable of meeting them, the Certificates may then be deposited with one of Euroclear or Clearstream, Luxembourg as common safekeeper and registered in the name of a nominee of one of Euroclear or Clearstream, Luxembourg acting as common safekeeper. Note that this does not necessarily mean that the Certificates will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.

(17) The Certificates will be accepted for clearance through the Euroclear and Clearstream, Luxembourg systems. The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue John F Kennedy, L-1855 Luxembourg.

(18) For so long as the Certificates remain outstanding, physical or electronic copies of the following documents will be available during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection or collection by the relevant Certificateholders at the registered office of the Company and the specified office of the Paying Agent and on the free to access website at https://dynamiccertificatesandnotesplc.com/ or may be provided by email to a Certificateholder following their prior written request to the Paying Agent or the Company and provision of proof of holding and identity (in a form satisfactory to the Paying Agent or the Company, as the case may be):

(i) the Programme Deed, the Master Trust Terms incorporated by reference therein and the Issue Deed and the confirmation evidencing the Swap Transaction;

(ii) the Certificate of Incorporation, Memorandum and Articles of Association and/or other constitutive documents of the Company;

(iii) a copy of this Prospectus; and

(iv) the most current financial statements (if any) of the Company.

(19) The Company does not intend to provide any post-issuance information in relation to the issue of the Certificates or the performance of the related Underlying Fund Shares.

(20) The Company is not rated.

BOOK-ENTRY CLEARANCE PROCEDURES

*The information set out below is subject to any change in or interpretation of the rules, regulations and procedures of Euroclear and Clearstream, Luxembourg (as used in this Appendix A, the "**Clearing Systems**") currently in effect and purchasers wishing to use the facilities of any of the Clearing Systems are therefore advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System.*

General

In order to facilitate the clearance and settlement of the Certificates, the Certificates will be cleared and settled through Euroclear and Clearstream, Luxembourg. Euronext Securities Milan may hold Certificates on behalf of Italian investors as custodian through its customer accounts with Euroclear and Clearstream, Luxembourg.

Euroclear and Clearstream, Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions through electronic book-entry transfer between their respective direct participants. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions which clear through or maintain a custodial relationship with a direct participant of either system. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective direct participants (a direct participant in either such Clearing System being a "**Direct Participant**") may settle trades with each other. Their direct participants are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to others ("**Indirect Participants**") that clear through or maintain a custodial relationship with a Euroclear or Clearstream, Luxembourg Direct Participant, either directly or indirectly.

Initial Issue of Certificates

The Certificates are in registered form intended to be cleared through Euroclear and Clearstream, Luxembourg and will initially be represented by a Global Certificate. Such Global Certificate will be deposited on the Issue Date with a common depositary on behalf of Euroclear and Clearstream, Luxembourg and the Certificates represented thereby will be registered in the name of a nominee of the common depositary.

Upon the initial registration of the Certificates in the name of a nominee of a common depositary on behalf of Euroclear and Clearstream, Luxembourg and delivery of the related Global Certificate to the common depositary, Euroclear or Clearstream, Luxembourg will credit each Direct Participant with a principal amount of Certificates equal to the principal amount thereof for which such Direct Participant has subscribed and paid (which subscription may be either for its own account or for the account of persons holding an interest in the Certificates through it).

Certificates that are initially registered in the name of a nominee for the common depositary may also be transferred in the secondary market to the accounts of direct participants with other clearing systems through direct or indirect accounts with Euroclear or Clearstream, Luxembourg held by other clearing systems. Certificates that are initially registered in the name of and delivered to any other Clearing System (or a depositary or custodian on its behalf) may be credited to the accounts of Direct Participants with Euroclear or Clearstream, Luxembourg or other clearing systems.

Relationship of Participants with Clearing Systems

Each Direct Participant shown in the records of a Clearing System as the holder of a book-entry interest in a Certificate represented by a Global Certificate must look solely to that Clearing System for its share of

each payment made by the Company to the order of the nominee in whose name the Certificates are registered, and in relation to all other rights arising in respect of the Certificates, subject to and in accordance with the respective rules and procedures of such Clearing System.

Such persons shall have no claim directly against the Company in respect of payments due on the Certificates for so long as the Certificates are represented by such Global Certificate. The obligations of the Company will be discharged by payment to the order of the nominee in whose name the Certificates are registered in respect of each amount so paid. None of the Company, the Arranger, the Dealer, the Broker, the Trustee, the Counterparty, the Custodian, any Agent or any Affiliate of any of them (including any directors, officers or employees thereof) will have any responsibility or liability (i) for any aspect of the records relating to or payments made on account of book-entry interests in the Certificates represented by any Global Certificate, (ii) for maintaining, supervising or reviewing any records relating to such book-entry interests or (iii) in respect of payments made by Clearing Systems, Direct Participants or Indirect Participants relating to the Certificates.

The Clearing Systems shall have no responsibility for any payments to be made in respect of book-entry interests in the Certificates from Direct Participants to Indirect Participants or from Direct Participants or Indirect Participants to Beneficial Owners.

Subject to the rules and procedures of each applicable Clearing System, purchases of book-entry interests in Certificates cleared and settled through a Clearing System must be made by or through Direct Participants, which will receive a credit for such book-entry interest on the Clearing System's records. The ownership interest of each actual purchaser ("**Beneficial Owner**") is in turn to be recorded on the Direct or Indirect Participants' records. Beneficial Owners will not receive written confirmation from the Clearing Systems of their purchase. No certificates or definitive bonds will be issued by the Company to Direct Participants, Indirect Participants or Beneficial Owners. The Clearing Systems will not be aware of the identity of the Beneficial Owner. The records of the Clearing Systems will reflect only the identity of the Direct Participants to whose accounts such book-entry interests are credited, which may or may not be the Beneficial Owners. Such Beneficial Owners should look solely to the Direct Participant or Indirect Participant, as the case may be, with whom they have an immediate relationship, and to the governing terms of that relationship, to determine their rights in respect of book-entry interests in the Certificates.

Transfers of book-entry interests in the Certificates are to be accomplished by entries made on the books of Direct Participants and Indirect Participants acting on behalf of the Beneficial Owners.

Conveyance of notices and other communications by the Clearing Systems to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements between them, subject to any statutory or regulatory requirements as may be in effect from time to time.

The Clearing Systems may discontinue providing their clearance and settlement services as provided in their rules and procedures.

Trading between Euroclear and/or Clearstream, Luxembourg Participants

Secondary market sales of book-entry interests in the Certificates held through Euroclear or Clearstream, Luxembourg to purchasers of book-entry interests in the Certificates held through Euroclear or Clearstream, Luxembourg will be conducted in accordance with the normal rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional eurobonds.

SUMMARY OF PROVISIONS RELATING TO THE CERTIFICATES WHILE IN GLOBAL FORM

Exchange

The Global Certificate limits the circumstances in which registration of title to the Certificates in a name other than the nominee can transfer into the name of another person. For the avoidance of doubt, such limitation does not restrict the transfer of book-entry interests in the Certificates within the Clearing System.

The limitation contained in the Global Certificates is that transfers of the holding of the Certificates represented by any such Global Certificate pursuant to Condition 2(b) may only be made in part (that is to more than one person):

(a) if the Certificates represented by such Global Certificate are held on behalf of Euroclear and Clearstream, Luxembourg and the Clearing Systems are closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announce an intention permanently to cease business or do in fact do so (each, a "**Closure Event**") and the Company has not, within a period of 30 days following such Closure Event, procured that the Certificates have been deposited in an alternative clearing system that, in the reasonable determination of the Calculation Agent, (i) replaces one or more of the clearing systems that have been subject to the Closure Event or (ii) assumes a substantial proportion of the eurobond clearance business of one or more of the Clearing Systems that have been subject to the Closure Event; or

(b) with the consent of the Company,

provided that, in the case of the first transfer of part of a holding pursuant to (a) above, Euroclear and/or Clearstream, Luxembourg, on behalf of the nominee as the registered holder, have given the Registrar not less than 30 days' notice at the specified office of the Registrar such information as is required to effect such transfer.

In the circumstances described in (a) above, the expectation is that the relevant Clearing System will transfer the Certificates represented by the Global Certificate to Direct Participants (or as otherwise directed in accordance with its rules, regulations and procedures at the time). Such a transfer represents a withdrawal of the Certificates from the relevant Clearing System.

Amendment to terms and conditions of the Certificates

The Global Certificate contains provisions that apply to the Certificates that it represents, some of which modify the effect of the terms and conditions of the Certificates set out in this Prospectus.

The following is a summary of those provisions:

Calculations of Principal and Interest

The calculation of the amount payable upon redemption of the Certificates and (if applicable) the amount of interest payable on the Certificates is made in respect of the total aggregate principal amount of the Certificates.

Payments

All payments in respect of Certificates represented by a Global Certificate will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Record Date. As used in this paragraph, "**Record Date**" means the Clearing System Business Day immediately prior to the date for payment, and "**Clearing System Business Day**" means Monday to Friday inclusive except 25 December and 1 January.

Meetings

The holder of the Certificates represented by a Global Certificate shall (unless such Global Certificate represents only one Certificate) be treated as being two persons for the purposes of any quorum requirements of a meeting of Certificateholders. All holders of Certificates are entitled to one vote in respect of each minimum whole unit of the Relevant Currency comprising such Certificateholder's holdings whether or not represented by a Global Certificate.

References herein to "minimum whole unit of the Relevant Currency" shall be read and construed as references to the lowest whole unit of the Relevant Currency that is available as legal tender (e.g. one euro).

Modification by Extraordinary Resolution

In respect of any resolution proposed by the Company or the Trustee:

(i) where the terms of the proposed resolution have been notified to accountholders in the clearing system with entitlements to the Global Certificate through the relevant clearing system(s), each of the Company and the Trustee shall be entitled to rely upon approval of such resolution proposed by the Company or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the beneficial holders of not less than 75 per cent. in principal amount of the Certificates outstanding ("**Electronic Consent**"). Neither the Company nor the Trustee shall be liable or responsible to anyone for such reliance; and

(ii) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution has been validly passed, the Company and the Trustee shall be entitled to rely on consent or instructions given in writing directly to the Company and/or the Trustee, as the case may be, by accountholders in the clearing system with entitlements to such Global Certificate and/or, where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person for whom such entitlement is ultimately beneficially held, whether such beneficiary holds directly with the accountholder or via one or more intermediaries and provided that, in each case, the Company or the Trustee have obtained commercially reasonable evidence to ascertain the validity of such holding and have taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction and prior to the effecting of such amendment and provided that reasonable steps shall include the obtaining of an undertaking from the accountholder and/or beneficiary, as applicable, that they will not transfer any or all of such holding prior to the earlier of (i) the effecting of such amendment and (ii) a specified long-stop date. Any resolution passed in such manner shall be binding on the Certificateholder and all holders of beneficial interests in the Certificates represented by the Global Certificate, even if the relevant consent or instruction proves to be defective. As used in this paragraph, "**commercially reasonable evidence**" includes any certificate or other document issued by Euroclear, Clearstream, Luxembourg or any other relevant clearing system, and/or issued by an accountholder of them or an intermediary in a holding chain, in relation to the holding of interests in the Certificates. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EasyWay or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal amount of the Certificates is clearly identified together with the amount of such holding. Neither the Company nor the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

A Written Resolution and/or Electronic Consent shall take effect as an Extraordinary Resolution. A Written Resolution and/or Electronic Consent will be binding on the Certificateholder and all holders of beneficial interests in the Certificates represented by the Global Certificate, whether or not they participated in such Written Resolution and/or Electronic Consent.

Trustee's Powers

In considering the interests of Certificateholders while the Certificates are registered in the name of any nominee of a common depositary for a Clearing System, the Trustee may have regard to any information provided to it by such Clearing System or its operator as to the identity (either individually or by category) of its accountholders with entitlements to the Certificates and may consider such interests and treat such accountholders as if such accountholders were the holders of the Certificates represented by such Global Certificate.

Notices

So long as any Certificates are represented by a Global Certificate and the Certificates are registered in the name of any nominee of a common depositary for a Clearing System, and subject to additional requirements by any stock exchange or other competent authority in relation to the Certificates which are listed, notices to the holders of Certificates may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the Clearing System on behalf of the nominee in whose name the Certificates are registered. Any such notice shall be deemed to have been given on the date of delivery of such notice to a Clearing System.

TRANSFER RESTRICTIONS

Each purchaser of the Certificates (and, for the purposes hereof, references to Certificates shall be deemed to include interests therein), by accepting delivery of the Certificates, will be deemed to have represented, agreed and acknowledged as follows:

1. It is, or at the time the Certificates are purchased will be, the beneficial owner of the Certificates and it is, or if acting for the account or benefit of a person, such person is: (x) not a U.S. person (as defined in Regulation S); (y) not a U.S. person (as defined in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934); and (z) a Non-United States person (as defined in Rule 4.7 under the U.S. Commodity Exchange Act of 1936, but excluding for purposes of subsection (D) thereof, the exception to the extent that it would apply to persons who are not Non-United States persons) and is located outside the United States. Prospective investors should note that the definition of "U.S. person" in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934 is substantially similar to, but not identical to, the definition of "U.S. person" under Regulation S.

2. It understands that the Company may receive a list of participants holding positions in its securities from one or more book-entry depositories. It understands that each of it and any account for which it may act in respect of the Certificates is not permitted to have a partial interest in any Certificate and, as such, beneficial interests in Certificates should only be permitted in principal amounts representing the Denomination of the Certificates or multiples thereof or at least the Minimum Denomination of the Certificates.

3. It understands that no person has registered nor will register as a commodity pool operator of the Company under the CEA and the rules of the CFTC thereunder, and that the Certificates have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered, sold, pledged or otherwise transferred except to a person that (A) is not a U.S. person (within the meaning of Regulation S), (B) is not a U.S. person (as defined in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934) and (C) is a Non-United States person (as defined in Rule 4.7 under the U.S. Commodity Exchange Act of 1936, but excluding for purposes of subsection (D) thereof, the exception to the extent that it would apply to persons who are not Non-United States persons), in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, and in accordance with any other applicable securities laws. The purchaser understands that the Company has not been, nor will be, registered under the Investment Company Act.

4. It understands that the Company has the right to compel any beneficial owner that is a U.S. person (as defined in Regulation S), a U.S. Person (as defined in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934) or is not a Non-United States person (as defined in Rule 4.7 under the U.S. Commodity Exchange Act of 1936, but excluding for purposes of subsection (D) thereof, the exception to the extent that it would apply to persons who are not Non-United States persons) to sell its interest in the Certificates, or may sell such interest on behalf of such owner, at the lesser of (x) the purchase price therefor paid by the beneficial owner, (y) 100 per cent. of the principal amount thereof or (z) the fair market value thereof. In addition, the Company has the right to refuse to honour the purported transfer of any interest to a U.S. person or to a person that is not a Non-United States person.

5. Each Global Certificate, and each Non-Global Certificate issued in respect of the Certificates will bear the following legend:

   THE CERTIFICATES REPRESENTED BY THIS CERTIFICATE (AND ANY INTEREST THEREIN) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF

1933, AS AMENDED (THE "**SECURITIES ACT**") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, NO PERSON HAS REGISTERED NOR WILL REGISTER AS A COMMODITY POOL OPERATOR OF THE COMPANY UNDER THE U.S. COMMODITY EXCHANGE ACT OF 1936 (THE "**CEA**") AND THE RULES OF THE COMMODITY FUTURES TRADING COMMISSION THEREUNDER (THE "**CFTC RULES**"), AND THE COMPANY HAS NOT BEEN NOR WILL BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**").

THE CERTIFICATES REPRESENTED BY THIS CERTIFICATE (AND ANY INTEREST THEREIN) MAY NOT AT ANY TIME BE OFFERED, SOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED EXCEPT TO A PERSON THAT (A) IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")), (B) IS NOT A U.S. PERSON (AS DEFINED IN THE CREDIT RISK RETENTION REGULATIONS ISSUED UNDER SECTION 15G OF THE U.S. SECURITIES EXCHANGE ACT OF 1934) AND (C) IS A NON-UNITED STATES PERSON (AS SUCH TERM IS DEFINED IN RULE 4.7 UNDER THE CEA, BUT EXCLUDING, FOR THE PURPOSES OF SUBSECTION (D) THEREOF, THE EXCEPTION TO THE EXTENT THAT IT WOULD APPLY TO PERSONS WHO ARE NOT NON-UNITED STATES PERSONS), IN AN OFFSHORE TRANSACTION AND IN EACH CASE IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S, AND IN ACCORDANCE WITH ANY OTHER APPLICABLE SECURITIES LAWS.

ANY INVESTOR IN THE CERTIFICATES (INCLUDING PURCHASERS FOLLOWING THE ISSUE DATE OF THE CERTIFICATES) SHALL BE DEEMED TO GIVE THE REPRESENTATIONS, AGREEMENTS AND ACKNOWLEDGMENTS SPECIFIED IN THE CONDITIONS OF THE CERTIFICATES, INCLUDING A REPRESENTATION THAT IT IS NOT, NOR IS IT ACTING FOR THE ACCOUNT OR BENEFIT OF, A PERSON WHO IS (I) A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), (II) A U.S. PERSON (AS DEFINED IN THE CREDIT RISK RETENTION REGULATIONS ISSUED UNDER SECTION 15G OF THE U.S. SECURITIES EXCHANGE ACT OF 1934) OR (III) NOT A NON-UNITED STATES PERSON (AS DEFINED IN RULE 4.7 UNDER THE U.S. COMMODITY EXCHANGE ACT OF 1936, BUT EXCLUDING FOR PURPOSES OF SUBSECTION (D) THEREOF, THE EXCEPTION TO THE EXTENT THAT IT WOULD APPLY TO PERSONS WHO ARE NOT NON-UNITED STATES PERSONS).

EACH PURCHASER UNDERSTANDS THAT EACH OF IT AND ANY ACCOUNT FOR WHICH IT MAY ACT IN RESPECT OF THE CERTIFICATES IS NOT PERMITTED TO HAVE A PARTIAL INTEREST IN ANY CERTIFICATE AND, AS SUCH, BENEFICIAL INTERESTS IN CERTIFICATES SHOULD ONLY BE PERMITTED IN PRINCIPAL AMOUNTS REPRESENTING THE DENOMINATION OF THE CERTIFICATES OR MULTIPLES THEREOF OR, WHERE APPLICABLE, AT LEAST THE MINIMUM DENOMINATION OF THE CERTIFICATES.

ANY PURPORTED TRANSFER IN VIOLATION OF THE FOREGOING SHALL BE NULL AND VOID *AB INITIO* AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE COMPANY, THE TRUSTEE OR ANY INTERMEDIARY.

THE COMPANY HAS THE RIGHT TO COMPEL ANY BENEFICIAL OWNER THAT IS A U.S. PERSON (AS DEFINED IN REGULATION S), A U.S. PERSON (AS DEFINED IN THE CREDIT RISK RETENTION REGULATIONS ISSUED UNDER SECTION 15G OF THE U.S. SECURITIES EXCHANGE ACT OF 1934) OR IS NOT A NON-UNITED STATES PERSON (AS DEFINED IN RULE 4.7 OF THE U.S. COMMODITY EXCHANGE ACT OF 1936, BUT EXCLUDING FOR PURPOSES OF SUBSECTION (D) THEREOF, THE EXCEPTION TO THE EXTENT THAT IT

WOULD APPLY TO PERSONS WHO ARE NOT NON-UNITED STATES PERSONS) TO SELL ITS INTEREST IN THE CERTIFICATES REPRESENTED BY THIS CERTIFICATE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER, AT THE LESSER OF (X) THE PURCHASE PRICE THEREFOR PAID BY THE BENEFICIAL OWNER, (Y) 100 PER CENT. OF THE PRINCIPAL AMOUNT THEREOF OR (Z) THE FAIR MARKET VALUE THEREOF. IN ADDITION, THE COMPANY HAS THE RIGHT TO REFUSE TO HONOUR THE PURPORTED TRANSFER OF ANY INTEREST TO A U.S. PERSON OR TO A PERSON THAT IS NOT A NON-UNITED STATES PERSON.

6. The purchaser acknowledges that the Company, the Arranger, the Dealer, the Trustee, the Registrar and the Transfer Agent and their affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of the acknowledgements, representations or agreements made or deemed to have been made by it above is no longer accurate, it shall promptly notify the Company, the Arranger, the Dealer, the Trustee, the Registrar and the Transfer Agents.

7. It understands that any purported transfer of the Certificates to a transferee that does not comply with the requirements of paragraphs 1 and 3 above shall be null and void *ab initio*.

This Prospectus is signed for and on behalf of the Company

By……

(Authorised signatory)

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REGISTERED OFFICE OF THE COMPANY

Block A
George's Quay Plaza
George's Quay
Dublin 2, Ireland

TRUSTEE

U.S. Bank National Association
125 Old Broad Street, Fifth Floor
London EC2N 1AR
United Kingdom

PRINCIPAL PAYING AGENT

The Bank of New York Mellon, London Branch
160 Queen Victoria Street
London EC4V 4LA
United Kingdom

CUSTODIAN

The Bank of New York Mellon, London Branch
160 Queen Victoria Street
London EC4V 4LA
United Kingdom

CALCULATION AGENT

J.P. Morgan SE
TaunusTurm
Taunustor 1
60310 Frankfurt am Main
Germany

PAYING AGENT, REGISTRAR AND TRANSFER AGENT

The Bank of New York Mellon SA/NV, Luxembourg Branch
Vertigo Building - Polaris
2-4 rue Eugène Ruppert
L-2453 Luxembourg
Grand Duchy of Luxembourg

PAYING AGENT

The Bank of New York Mellon SA/NV, Dublin Branch
Riverside Two
Sir John Rogerson's Quay
Grand Canal Dock
Dublin 2 Ireland

DISTRIBUTOR

FinecoBank S.p.A.
Piazza Durante 11
Milan 20131
Italy

LEGAL ADVISERS

To the Dealer as to English law

Linklaters LLP
One Silk Street
London EC2Y 8HQ
United Kingdom

To the Company as to Irish law

Matheson LLP
70 Sir John Rogerson's Quay
Dublin 2
Ireland