

SANTANDER INTERNATIONAL PRODUCTS PUBLIC LIMITED COMPANY

(Incorporated with limited liability in Ireland but with its tax residence in the Kingdom of Spain)

EUR 10,000,000,000 Euro Medium Term Note Programme guaranteed by

BANCO SANTANDER, S.A.

(Incorporated with limited liability in the Kingdom of Spain)

This base prospectus ("**Base Prospectus**") has been approved as a base prospectus by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") (as defined below). The Central Bank only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the Central Bank should not be considered as an endorsement of the Issuer or Guarantor or of the quality of the notes (the "**Notes**"). Investors should make their own assessment as to the suitability of investing in the Notes.

Such approval relates only to the Notes that are to be admitted to trading on the regulated market of The Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") or on another regulated market for the purposes of the Markets in Financial Instruments Directive, (Directive 2014/65/EU) (as amended, "**MiFID II**") and/or that are to be offered to the public in any Member State of the European Economic Area (the "**EEA**") or in the United Kingdom (the "**UK**") in circumstances that require the publication of a prospectus. This Base Prospectus supersedes the Base Prospectus dated 17 July 2019.

This Base Prospectus, as approved and published by the Central Bank, in accordance with the requirements of the Prospective Regulation, comprises a Base Prospectus for the purposes of the Prospectus Regulation, and for the purpose of giving information with regard to the issue of Notes issued under the Euro Medium Term Note Programme (the "**Programme**") described herein, during the period of 12 months after the date hereof.

Under the Programme, Santander International Products Public Limited Company (the "**Issuer**") may issue Notes. The payment of all amounts and delivery of all assets due in respect of the Notes will be unconditionally and irrevocably guaranteed by Banco Santander, S.A. (the "**Guarantor**" or the "**Bank**" or "**Banco Santander**"), provided the Bank executes the Applicable Transaction Terms (as defined below) in relation to the relevant Notes. The aggregate principal amount of Notes outstanding and guaranteed will not at any time exceed EUR 10,000,000,000 (or the equivalent in other currencies). Particulars of the dates of, parties to and general nature of each document to which the Issuer is a party in relation to the Programme and any Notes (the "**Transaction Documents**") are set out in various sections of this Base Prospectus.

Notes may be issued in bearer, registered or in dematerialised book-entry form (*anotaciones en cuenta*).

Application has been made to Euronext Dublin for the Notes to be admitted to its official list (the "**Official List**") and trading on the regulated market of Euronext Dublin, as set out in the applicable Final Terms. The regulated market of Euronext Dublin is a regulated market for the purposes of MiFID II. The Bank of New York Mellon SA/NV, Dublin Branch is acting solely in its capacity as listing agent for the Issuer (and not on its own behalf) in connection with the application for admission of the Notes to the Official List of Euronext Dublin and trading on the regulated market of Euronext Dublin. Application may also be made to the Spanish fixed income securities market, AIAF Mercado de Renta Fija ("**AIAF**") operated by Bolsas y Mercados Españoles Renta Fija, S.A.U. (the "**Spanish Regulated Market Operator**") for the Notes to be listed and admitted to trading on AIAF. AIAF is a regulated market for the purposes of MiFID II. The Programme (as defined below) also permits Notes to be issued on the basis that they will be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems or may be unlisted, in each case, as may be agreed with the Issuer and as set out in the Applicable Transaction Terms. This Base Prospectus also contemplates non-exempt public offers in Poland. If the Notes are admitted to listing on the Taipei Exchange and offered in Taiwan, the Notes shall not be offered, sold or re-sold, directly or indirectly, to investors other than professional institutional investors ("**Professional Institutional Investors**") as defined under Paragraph 2, Article 4 of the Financial Consumer Protection Act of the Republic of China. In such case, purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to a Professional Institutional Investor.

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the EEA or in the UK and/or offered to the public in the EEA or in the UK other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

Prospective investors should note that the Issuer is incorporated in Ireland but tax-resident in the Kingdom of Spain ("**Spain**"). Potential purchasers should note the statements on pages 548 to 557 regarding the tax treatment in Spain of income obtained in respect of the Notes and the disclosure requirements imposed by Law 10/2014 and Royal Decree 1065/2007, as amended, on the Issuer and the Guarantor relating to the Notes. Holders of Notes must seek their own advice to ensure that they comply with all procedures to ensure the correct tax treatment of their Notes is obtained.

Investors should be aware that the Issuer is not regulated by the Central Bank and that any investment in the Notes will not have the status of a bank deposit and is therefore not within the scope of the deposit protection scheme operated by the Central Bank.

The Programme has been rated (P)A2 by Moody's Investor Service España, S.A. ("**Moody's**"). Series of Notes issued under the Programme may be rated or unrated. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency. Where a series of Notes is rated, the applicable rating(s) of a relevant Series of Notes to be issued under the Programme will be specified in the Applicable Transaction Terms. Whether or not each credit rating applied for in relation to relevant Series of Notes will be issued by a credit rating agency established in the European Union or the United Kingdom and registered under Regulation (EC) No 1060/2009 as amended (the "**CRA Regulation**") will be disclosed in the Applicable Transaction Terms. The list of credit rating agencies registered under the CRA Regulation (as updated from time to time) is published on the website of the European Securities and Markets Authority ("**ESMA**") (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>).

The Guarantor has been rated by Fitch Ratings España, S.A.U. ("**Fitch**"), Moody's, S&P Global Ratings Europe Limited ("**S&P**"), DBRS Ratings Limited ("**DBRS**"), Scope Ratings GmbH ("**Scope Ratings**") and GBB-Rating Gesellschaft für Bonitätsbeurteilung GmbH ("**GBB-**

Rating"). Each of Fitch, Moody's, S&P, Scope Ratings and GBB-Rating is established in the European Union and DBRS is established in the United Kingdom. Each of Fitch, Moody's, S&P, DBRS, Scope Ratings and GBB-Rating is registered under the CRA Regulation. Credit ratings may be adjusted over time, and there is no assurance that the credit ratings stated in this Base Prospectus will be effective after the date of this Base Prospectus. A credit rating is not a recommendation to buy, sell or hold any Notes. The Issuer is not rated.

Amounts payable under the Notes may be calculated by reference to one or more "benchmarks" for the purposes of Regulation (EU) No. 2016/1011 of the European Parliament and of the Council of 8 June 2016 (the "**Benchmarks Regulation**"). Where relevant, a statement will be included in the applicable Final Terms or Drawdown Prospectus, as applicable, as to whether or not the relevant administrator of the "benchmark" is included in ESMA's register of administrators under Article 36 of the Benchmarks Regulation.

Arranger and Dealer
BANCO SANTANDER, S.A.
28 July 2020

IMPORTANT NOTICES

*Each of the Issuer and the Guarantor (to the extent set out in "Description of the Guarantor" on page 442 below) (together, the "**Responsible Persons**") accepts responsibility for the information contained in this Base Prospectus and declares that the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.*

This Base Prospectus should be read and construed together with any amendments or supplements hereto and with any other documents incorporated in it by reference and, in relation to any Tranche (as defined herein) of Notes, should be read and construed together with the Applicable Transaction Terms.

*The Issuer and the Guarantor have confirmed to the Dealers described under "Key Features of the Programme" below (each a "**Dealer**" and together the "**Dealers**") that this Base Prospectus contains all information which is (in the context of the Programme, the issue, offering and sale of the Notes and the guarantee of the Notes) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue, offering and sale of the Notes and the guarantee of the Notes) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing. No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Guarantor or any of the Dealers. Neither the delivery of this Base 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 Issuer or the Guarantor 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 Issuer or the Guarantor 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 Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.*

*Notice of the aggregate principal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under "Terms and Conditions of the Notes") of Notes will be set out in either (a) in the case of Notes to be admitted to trading on the regulated market of Euronext Dublin or AIAF, (i) the final terms (the "**Final Terms**"), or (ii) a separate prospectus specific to such Tranche (the "**Drawdown Prospectus**") (as described under "Applicable Transaction Terms and Drawdown Prospectuses" below), or (b) in the case of Exempt Notes (as defined below) a pricing supplement (the "**Pricing Supplement**", and together with the Final Terms, the "**Applicable Transaction Terms**"). In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Applicable Transaction Terms or applicable Final Terms or Pricing Supplement, as the case may be, shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise. With respect to Notes to be listed on the regulated market of Euronext Dublin, the Applicable Transaction Terms will be delivered to Euronext Dublin on or before the date of issue of the Notes of such Tranche.*

*The requirement to publish a prospectus under the Prospectus Regulation (as defined above) only applies to Notes which are to be admitted to trading on a regulated market in the European Economic Area, (the "**EEA**") or in the United Kingdom (the "**UK**") and/or offered to the public in the EEA or in the UK other than in circumstances where an exemption is available under Article 5(1) of the Prospectus Regulation. References in this Base Prospectus to "**Exempt Notes**" are to Notes for which no prospectus is required to be published under the Prospectus Regulation. The Central Bank has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes.*

The distribution of this Base Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer, the Guarantor and the Dealers to inform themselves about and to observe any such restriction.

*The Notes and any Entitlement(s) have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or the securities laws of any state or other jurisdiction of the United States, trading in the Notes and any Entitlement(s) has not been approved by the Commodity Futures Trading Commission pursuant to the United States Commodity Exchange Act of 1936, as amended and the Notes and any*

*Entitlement(s) may not be offered or sold within the United States or, to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to the registration requirements of the Securities Act and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction. Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A of the Securities Act ("**Rule 144A**").*

The Notes will be subject to restrictions on resale and transfer – see "Transfer Restrictions".

This Base Prospectus does not constitute an offer of, or an invitation or solicitation of an offer by or on behalf of the Issuer, the Guarantor or the Dealers to subscribe for, or purchase, any Notes.

The Dealers have not separately verified the information contained in this Base Prospectus. None of the Dealers makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Base Prospectus. Neither this Base Prospectus nor any other information supplied in connection with the Programme is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, the Guarantor or the Dealers that any recipient of this Base Prospectus or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers undertakes to review the financial condition or affairs of the Issuer or the Guarantor during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes issued under the Programme of any information coming to the attention of any of the Dealers.

None of the Dealers, the Issuer and the Guarantor makes any representation to any investor in the Notes regarding the legality of its investment under any applicable laws. Any investor in the Notes should be able to bear the economic risk of an investment in the Notes for an indefinite period of time.

*Notes may be issued in bearer, registered or dematerialised book-entry form (anotaciones en cuenta) (respectively "**Bearer Notes**", "**Registered Notes**" and "**Book-Entry Notes**"). The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed EUR 10,000,000,000 (and for this purpose, any Notes denominated in another currency shall be translated into euros at the date of the agreement to issue such Notes calculated in accordance with the provisions of the Dealer Agreement as defined under "Plan of Distribution"). The maximum aggregate principal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement.*

*In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to "**EUR**", "**Euro**", "**euro**" or "**€**" are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the euro, as amended, and to "**U.S.\$**", "**U.S. dollars**" and "**dollars**" are to the lawful currency of the United States of America.*

*This Base Prospectus has been prepared on the basis that, except to the extent sub-paragraph (ii) below may apply, any offer of Notes with a denomination of less than €100,000 (or its equivalent in any other currency) may only be made in any Member State of the EEA or the UK (each, a "**Relevant State**") pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Notes.*

Accordingly any person making or intending to make an offer in that Relevant State of Notes which are the subject of an offering/placement contemplated in this Base Prospectus as completed by Applicable Transaction Terms in relation to the offer of those Notes may only do so (i) in circumstances in which no obligation arises for the Issuer, the Guarantor or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer, or (ii) if a prospectus for such offer has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State and (in either case) published, all in accordance with the Prospectus Regulation, provided that any such prospectus has subsequently been completed by Final Terms or is a Drawdown Prospectus which specifies that offers may be made in that Relevant State and such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or Final Terms or Drawdown Prospectus, as applicable.

Except to the extent sub-paragraph (ii) above may apply, neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

IMPORTANT – EEA AND UK RETAIL INVESTORS – Other than as provided in the Applicable Transaction Terms in respect of any Notes, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA or in 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 (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, save in relation to any jurisdiction(s) or period(s) for which the "Prohibition of Sales to EEA and UK Retail Investors" is specified to be not applicable in any Applicable Transaction Terms, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

MiFID II product governance / target market – The Applicable Transaction Terms in respect of any Notes will include a legend entitled "*MiFID II product governance*" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

IMPORTANT INFORMATION RELATING TO NON EXEMPT OFFERS OF NOTES

Certain Tranches of Notes with a denomination of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Regulation to publish a prospectus. Any such offer is referred to as a "**Non-exempt Offer**".

Restrictions on Non-Exempt Offers of Notes in relevant Member States of the EEA and the United Kingdom

This Base Prospectus has been prepared on a basis that permits Non-exempt Offers of Notes in each state in relation to which the Issuer has given its consent (from amongst Member States of the EEA and the United Kingdom), as specified in the applicable Final Terms (each specified state a "**Non-exempt Offer Jurisdiction**" and together the "**Non-exempt Offer Jurisdictions**"). Any person making or intending to make a Non-exempt Offer of Notes on the basis of this Base Prospectus must do so only with the Issuer's consent to the use of this Base Prospectus as provided under "*Consent given in accordance with Article 5(1) of the Prospectus*" below and provided such person complies with the conditions attached to that consent.

Consent given in accordance with Article 5(1) of the Prospectus Regulation

In the context of a Non-exempt Offer of Notes, the Issuer and the Guarantor accept responsibility, in each of the Non-exempt Offer Jurisdictions, for the content of this Base Prospectus in relation to any person (an "**Investor**") who purchases any Notes in a Non-exempt Offer made by a Dealer or an Authorised Offeror (as defined below), where that offer is made during the Offer Period specified in the applicable Final Terms and provided that the conditions attached to the giving of consent for the use of this Base Prospectus are complied with. The consent and conditions attached to it are set out under "*Consent*" and "*Common Conditions to Consent*" below.

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

Except in the circumstances set out in the following paragraphs, neither the Issuer nor the Guarantor has authorised the making of any Non-exempt Offer by any offeror and the Issuer has not consented to the use of this Base Prospectus by any other person in connection with any Non-exempt Offer of Notes. Any Non-exempt Offer made without the consent of the Issuer is unauthorised and none of the Issuer, the Guarantor and, for the avoidance of doubt, any 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 Notes by a person which is not an Authorised Offeror, the Investor should check with that person whether anyone is responsible for this Base Prospectus for the purposes of the relevant Non-exempt Offer and, if so, who that person is. If the Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents it should take legal advice.

The financial intermediaries referred to in paragraphs (a)(i), (a)(ii) and (b) below are together the "**Authorised Offerors**" and each an "**Authorised Offeror**".

Consent

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

Specific Consent

- (a) the Issuer consents to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of such Notes by:
 - (i) the relevant Dealer(s) or Manager(s) specified in the applicable Final Terms; and
 - (ii) any financial intermediaries specified in the applicable Final Terms; and

General Consent

- (b) if (and only if) Part B of the applicable Final Terms specifies "General Consent" as "Applicable", the Issuer hereby offers to grant its consent to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of Notes by any other financial intermediary which satisfies the following conditions:
 - (i) it is authorised to make such offers under applicable legislation implementing MiFID II; and
 - (ii) it accepts the Issuer's offer to grant consent to the use of this Base Prospectus by publishing on its website the following statement (with the information in square brackets duly completed) (the "**Acceptance Statement**"):

"We, [insert legal name of financial intermediary], refer to the offer of [insert title of relevant Notes] (the "Notes") described in the Final Terms dated [insert date] (the "Final Terms") published by Santander International Products plc (the "Issuer"). In consideration of the Issuer offering to grant its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in [specify relevant state(s)] during the Offer Period and subject to the other conditions to such consent, each as specified in the Base Prospectus, we hereby accept the offer by the Issuer in accordance with the Authorised Offeror Terms (as specified in the Base Prospectus) and confirm that we are using the Base Prospectus accordingly."

The "**Authorised Offeror Terms**", being the terms to which the relevant financial intermediary agrees in connection with using this Base Prospectus, are that the relevant financial intermediary:

- (A) will, and it agrees, represents, warrants and undertakes for the benefit of the Issuer the Guarantor and the relevant Dealer that it will, at all times in connection with the relevant Non-exempt Offer:
 - I. act in accordance with, and be solely responsible for complying with, all applicable laws, rules, regulations and guidance of any applicable regulatory

bodies (the "**Rules**") from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential Investor;

- II. comply with the restrictions set out under "*Plan of Distribution*" in this Base Prospectus which would apply if the relevant financial intermediary were a Dealer and consider the relevant manufacturer's target market assessment and distribution channels identified under the "MiFID II product governance" legend set out in the applicable Final Terms;
- III. ensure that any fee (and any other commissions or benefits of any kind) or rebate received or paid by the relevant financial intermediary in relation to the offer or sale of the Notes does not violate the Rules and, to the extent required by the Rules, is fully and clearly disclosed to Investors or potential Investors;
- IV. hold all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules;
- V. comply with applicable anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules (including, without limitation, taking appropriate steps, in compliance with such Rules, to establish and document the identity of each potential Investor prior to initial investment in any Notes by the Investor), and will not permit any application for Notes in circumstances where the financial intermediary has any suspicion as to the source of the application monies;
- VI. retain Investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested and to the extent permitted by the Rules, make such records available to the relevant Dealer, the Issuer and the Guarantor or directly to the appropriate authorities with jurisdiction over the Issuer, the Guarantor and/or the relevant Dealer in order to enable the Issuer, the Guarantor and/or the relevant Dealer to comply with anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules applying to the Issuer, the Guarantor and the relevant Dealer, as the case may be;
- VII. ensure that it does not, directly or indirectly, cause the Issuer, the Guarantor or the relevant Dealer to breach any Rule or subject the Issuer, the Guarantor or the relevant Dealer to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;
- VIII. immediately inform the Issuer, the Guarantor and the relevant Dealer if at any time it becomes aware, or suspects, that it is or may be in violation of any Rules and take all appropriate steps to remedy such violation and comply with such Rules in all respects;
- IX. comply with the conditions to the consent referred to under "*Common Conditions to Consent*" below and any further requirements or other Authorised Offeror Terms relevant to the Non-exempt Offer as specified in the applicable Final Terms;
- X. make available to each potential Investor in the Notes this Base Prospectus (as supplemented as at the relevant time, if applicable), the applicable Final Terms and any applicable information booklet provided by the Issuer for such purpose, and not convey or publish any information that is not contained in or entirely consistent with this Base Prospectus and the applicable Final Terms;
- XI. if it conveys or publishes any communication (other than this Base Prospectus or any other materials provided to such financial intermediary by or on behalf

of the Issuer for the purposes of the relevant Non-exempt Offer) in connection with the relevant Non-exempt Offer, it will ensure that such communication (A) is fair, clear and not misleading and complies with the Rules, (B) states that such financial intermediary has provided such communication independently of the Issuer, that such financial intermediary is solely responsible for such communication and that none of the Issuer, the Guarantor and the relevant Dealer accepts any responsibility for such communication and (C) does not, without the prior written consent of the Issuer, the Guarantor or the relevant Dealer (as applicable), use the legal or publicity names of the Issuer, the Guarantor or the relevant Dealer or any other name, brand or logo registered by an entity within their respective groups or any material over which any such entity retains a proprietary interest, except to describe the Issuer as issuer of the relevant Notes and the Guarantor as the guarantor of the relevant Notes on the basis set out in this Base Prospectus;

- XII. ensure that no holder of Notes or potential Investor in Notes shall become an indirect or direct client of the Issuer, the Guarantor or the relevant Dealer for the purposes of any applicable Rules from time to time, and to the extent that any client obligations are created by the relevant financial intermediary under any applicable Rules, then such financial intermediary shall perform any such obligations so arising;
- XIII. cooperate with the Issuer, the Guarantor and the relevant Dealer in providing relevant information (including, without limitation, documents and records maintained pursuant to paragraph (VI) above) and such further assistance as is reasonably requested upon written request from the Issuer, the Guarantor or the relevant Dealer in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process. For this purpose, relevant information is information that is available to or can be acquired by the relevant financial intermediary:
 - (i) in connection with any request or investigation by any regulator in relation to the Notes, the Issuer, the Guarantor or the relevant Dealer; and/or
 - (ii) in connection with any complaints received by the Issuer, the Guarantor and/or the relevant Dealer relating to the Issuer, the Guarantor and/or the relevant Dealer or another Authorised Offeror including, without limitation, complaints as defined in the Rules; and/or
 - (iii) which the Issuer, the Guarantor or the relevant Dealer may reasonably require from time to time in relation to the Notes and/or to allow the Issuer, the Guarantor or the relevant Dealer fully to comply with its own legal, tax and regulatory requirements;
- XIV. during the period of the initial offering of the Notes: (i) only sell the Notes at the Issue Price specified in the applicable Final Terms (unless otherwise agreed with the Issuer and the relevant Dealer); (ii) only sell the Notes for settlement on the Issue Date specified in the applicable Final Terms; (iii) not appoint any sub-distributors (unless otherwise agreed with the Issuer and the relevant Dealer); (iv) not pay any fee or remuneration or commissions or benefits to any third parties in relation to the offering or sale of the Notes (unless otherwise agreed with the Issuer and the relevant Dealer); and (v) comply with such other rules of conduct as may be reasonably required and specified by the Issuer and the relevant Dealer; and
- XV. either (i) obtain from each potential Investor an executed application for the Notes, or (ii) keep a record of all requests the relevant financial intermediary (x) makes for its discretionary management clients, (y) receives from its advisory clients and (z) receives from its execution-only clients, in each case

prior to making any order for the Notes on their behalf, and in each case maintain the same on its files for so long as is required by any applicable Rules;

- (B) agrees and undertakes to each of the Issuer, the Guarantor and the relevant Dealer that if it or any of its respective directors, officers, employees, agents, affiliates and controlling persons (each a "**Relevant Party**") incurs any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) (a "**Loss**") arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations, warranties or undertakings by the relevant financial intermediary, including (without limitation) any unauthorised action by the relevant financial intermediary or failure by it to observe any of the above restrictions or requirements or the making by it of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the Issuer, the Guarantor or the relevant Dealer, the relevant financial intermediary shall pay to the Issuer, the Guarantor or the relevant Dealer, as the case may be, an amount equal to the Loss. None of the Issuer, the Guarantor nor any Dealer shall have any duty or obligation, whether as fiduciary or trustee for any Relevant Party or otherwise, to recover any such payment or to account to any other person for any amounts paid to it under this provision; and
- (C) agrees and accepts that:
- I. the contract between the Issuer and the relevant financial intermediary formed upon acceptance by the relevant financial intermediary of the Issuer's offer to use this Base Prospectus with its consent in connection with the relevant Non-exempt Offer (the "**Authorised Offeror Contract**"), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law;
 - II. subject to (IV) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Authorised Offeror Contract (including any dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) (a "**Dispute**") and the Issuer and the relevant financial intermediary submit to the exclusive jurisdiction of the English courts;
 - III. for the purposes of (C)(II) and (IV), the relevant financial intermediary waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any dispute;
 - IV. to the extent allowed by law, the Issuer, the Guarantor and each relevant Dealer may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions; and
 - V. the Guarantor and each relevant Dealer will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the Authorised Offeror Contract which are, or are expressed to be, for their benefit, including the agreements, representations, warranties, undertakings and indemnity given by the financial intermediary pursuant to the Authorised Offeror Terms.

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

Common Conditions to Consent

The conditions to the Issuer's consent to the use of this Base Prospectus in the context of the relevant Non-exempt Offer are (in addition to the conditions described in paragraph (b) above if Part B of the applicable Final Terms specifies "General Consent" as "*Applicable*") that such consent:

- (i) is only valid during the Offer Period specified in the applicable Final Terms; and
- (ii) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in a Non-exempt Offer Jurisdiction, as specified in the applicable Final Terms.

The consent referred to above only relates to Offer Periods (if any) occurring within 12 months from the date of this Base Prospectus.

Arrangements between investors and authorised offerors

AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR, INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE NON-EXEMPT OFFER OR SALE OF THE NOTES CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER. NONE OF THE ISSUER, THE GUARANTOR AND, FOR THE AVOIDANCE OF DOUBT, ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF THE INFORMATION DESCRIBED ABOVE.

Save as provided above, none of the Issuer, the Guarantor and any Dealer have authorised, nor do they authorise, the making of any Non-exempt Offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

This Base Prospectus describes certain Spanish tax implications and tax information procedures in connection with an investment in the Notes (see "*Risk Factors – Risks in Relation to the Notes – Risks in Relation to Spanish Taxation*", "*Taxation in Spain*" and "*Taxation and Disclosure of Information in connection with Payments*"). Holders of Notes must seek their own advice to ensure that they comply with all procedures to ensure correct tax treatment of their Notes.

The language of this Base Prospectus is English. Any foreign language text that is included with or within this document has been included for convenience purposes only and does not form part of the Base Prospectus.

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

No holding of Implicit Yield Notes other than Book-Entry Notes by Spanish individuals

The sale, transfer, or acquisition of Implicit Yield Notes (as defined below) other than Book-Entry Notes, including, but not limited to, Zero Coupon Notes, to or by individuals (*personas físicas*) who are tax resident in Spain (each a "**Spanish Individual**") is forbidden in all cases. Any transfer of Implicit Yield Notes other than Book-Entry Notes to or by Spanish Individuals is not permitted and such transfer will be considered null and void by the Issuer and the Guarantor. Accordingly, neither the Issuer nor the Guarantor will (i) recognise any Spanish Individual as an owner of Implicit Yield Notes other than as an owner of Book-Entry Notes or (ii) list any Implicit Yield Notes other than Book-Entry Notes on AIAF.

"**Implicit Yield Notes**" means Notes in respect of which the income derives from (a) the difference between the redemption amount and the issue price of the Notes, or (b), subject to the paragraph below, a combination of (i) an explicit coupon and (ii) the difference between the redemption amount and the issue price of the Notes.

For the purposes of this Base Prospectus and in accordance with Spanish tax regulations, Notes with the characteristics set out in (b) above will only be deemed Implicit Yield Notes if the interest payable in each year (explicit coupon) is lower than the Interest Rate of Reference applicable as of the Issue Date.

The "**Interest Rate of Reference**" shall be the interest rate applicable to each calendar quarter determined by reference to 80% of the weighted average rate fixed in the preceding calendar quarter for (a) three year Spanish Government Bond issues, if the Notes have a term of four years or less, (b) five-year Spanish Government Bond issues, if the Notes have a term of more than four years but equal or less than seven years, or (c) 10, 15 or 30-year Spanish Government Bond issues, if the Notes have a term of more than seven years, all as determined by the Calculation Agent in a commercially reasonable manner.

Stabilisation

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the Applicable Transaction Terms may over allot Notes or effect transactions with a view to supporting the price of the Notes at a level higher than that which might otherwise prevail. However stabilisation may not necessarily occur. Any stabilisation action may begin on or at any time after the adequate public disclosure of the Applicable Transaction Terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation-action or over-allotment shall be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

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RISK FACTORS

Prior to investing in the Notes, prospective investors should carefully consider risk factors associated with any investment in the Notes, the business of the Issuer and the Guarantor and the industry(ies) in which each of them operates together with all other information contained in this Base Prospectus, including, in particular, the risk factors described below. Words and expressions defined in the "Terms and Conditions of the Notes" (including "Annex 1 – Provisions relating to Equity Linked Notes", "Annex 2 – Provisions Relating to Inflation Linked Notes", "Annex 3 – Additional Terms and Conditions for ETF Linked Notes", "Annex 4 – Additional Terms and Conditions for Fund Linked Notes", "Annex 5 – Additional Terms and Conditions for Credit Linked Notes", "Annex 6 – Additional Terms and Conditions for Foreign Exchange (FX) Rate Linked Notes" and "Annex 7 – Additional Terms and Conditions for Payouts") below or elsewhere in this Base Prospectus have the same meanings in this section.

*Notes may be issued under the Programme which are ETF Linked Notes, Fund Linked Notes, CMS Linked Notes, Inflation Linked Notes, Equity Linked Notes, Credit Linked Notes, Foreign Exchange (FX) Rate Linked Notes or, if the Notes are Exempt Notes, commodity linked or other reference item linked notes ("**Reference Item Linked Notes**"). The relevant terms of any Reference Item Linked Notes that are not Exempt Notes will be specified in the applicable Final Terms. The relevant terms of any Reference Item Linked Notes that are Exempt Notes will be specified in the applicable Pricing Supplement. An investment in Reference Item Linked Notes may involve a number of risks, some of which are referred to below (see "Risk Factors Relating to Reference Item Linked Notes") and which are not associated with investment in a conventional debt security. The amount paid and/or the value of assets (if any) to be delivered by the Issuer or the Guarantor, as the case may be, on redemption of the Reference Item Linked Notes may be less than the principal amount of the Reference Item Linked Notes and may in certain circumstances be zero.*

Additional risks and uncertainties relating to the Issuer and the Guarantor that are not currently known to the Issuer and the Guarantor, or that either currently deems immaterial, may individually or cumulatively also have a material adverse effect on the business, prospects, results of operations and/or financial position of the Issuer and the Guarantor and, if any such risk should occur, the price of the Notes may decline and investors could lose the value of their entire investment or part of it.

CONTENTS OF THE RISK FACTORS

Risk Factors Relating to the Notes

- 1. Risks Relating to the Purchase, Holding and Trading of the Notes**
- 2. Risks Relating to Reference Item Linked Notes**
- 3. Risks Relating to Specific Types of Reference Item Linked Notes**
- 4. Legal and Regulatory Risks**

Risk Factors Relating to the Issuer, the Guarantor and the Group

- 5. Risks Relating to the Issuer**
- 6. Macro-Economic Risks**
- 7. Risks Relating to the Group's Business**

Risk Factors Relating to the Notes

- 1. Risks Relating to the Purchase, Holding and Trading of the Notes**

The Notes bear the credit risk of the Issuer and the Guarantor

Holders of Notes bear the credit risk of the Issuer and the Guarantor. That is the risk that the Issuer or the Guarantor is not able to meet its obligations under such Notes, irrespective of how any principal, interest or other payments

and/or assets deliverable under such Notes are to be calculated. In such circumstances Holders may lose some or all of their investment.

Claims of holders under the Notes are effectively junior to those of certain other creditors

The Notes and any guarantee in respect of them (the "**Guarantee**") are unsecured and unsubordinated obligations of the Issuer and the Guarantor, respectively. Subject to statutory preferences, the Notes and the Guarantee will rank equally with any of the Issuer's and the Guarantor's other unsecured and unsubordinated indebtedness. However, the Notes and the Guarantee will be effectively subordinated to all of, respectively, the Issuer's and the Guarantor's secured indebtedness, to the extent of the value of the assets securing such indebtedness, and other preferential obligations under Spanish law. The Guarantee is also structurally subordinated to all indebtedness of subsidiaries of the Guarantor insofar as any right of the Guarantor to receive any assets of such companies upon their winding-up will be effectively subordinated to the claims of the creditors of those companies in the winding-up.

In addition, the BBRD and Law 11/2015 contemplate that Notes may be subject to the application of the general bail-in tool (see "*The taking of any action under Law 11/2015 and its developing regulations could materially affect the value of any Notes. The Notes may also be subject to loss absorption through their permanent write-down and/or conversion into equity*" below).

There is no active trading market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer and the Guarantor.

Although application may be made to the regulated market of Euronext Dublin for the Notes to be admitted to its Official List of Euronext Dublin and trading on its regulated market or to AIAF for the Notes to be listed and admitted to trading on AIAF, this does not mean that such Notes will be any more or less liquid than if such Notes were not listed and there is no assurance that such application will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop.

Accordingly, a trading market for any particular Tranche of Notes may not develop or may be illiquid and Holders should be prepared to hold the Notes to maturity.

The Issue Price may be greater than the market value of the Notes

The Issue Price specified in the relevant Applicable Transaction Terms may be more than the market value of the Notes as at the Issue Date, and the price, if any, at which a Dealer or any other person is willing to purchase the Notes in secondary market transactions is likely to be lower than the Issue Price. In particular, the Issue Price may take into account amounts with respect to commissions relating to the issue and sale of the Notes as well as subscription fees, placement fees, direction fees, structuring fees and/or other additional costs as well as amounts relating to the hedging of the Issuer's obligations under the Notes, and secondary market prices are likely to exclude such amounts. Any difference between the issue price and/or offer price may have an adverse effect on the value of the Notes, particularly immediately following the offer and the issue date relating to such Notes, where any such amounts, fees and costs may be deducted from the price at which such Notes can be sold by the initial investor in the secondary market.

Where Notes are issued on a partly paid basis, all the Notes will be redeemed where any investor fails to pay any subsequent instalment of the issue price

The Issuer may issue Notes where the issue price is payable in more than one instalment. A failure by any investor to pay any instalment of the issue price in respect of the Notes held by such investor will result in all the Notes being redeemed even if all other investors have paid the relevant instalment.

The Notes may be redeemed by the Issuer prior to maturity at the option of the Issuer or for taxation reasons

Unless in the case of any particular Tranche of Notes the relevant Applicable Transaction Terms specifies otherwise, in the event that the Issuer or, as the case may be, the Guarantor would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied specifically by or on behalf of Ireland or the Kingdom of Spain where the Issuer and Guarantor are incorporated, respectively, and are tax residents of the Kingdom of Spain or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may in certain circumstances redeem all outstanding Notes in accordance with the Conditions.

If in the case of any particular Tranche of Notes the relevant Applicable Transaction Terms specifies that the Notes are redeemable at the Issuer's option in certain other circumstances, the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. In addition, in the case of Notes other than Inflation Linked Notes, Credit Linked Notes and Fund Linked Notes which are not linked in an ETF, if "AER Value Automatic Early Redemption Event" is specified as being applicable in the Applicable Transaction Terms, on the occurrence of an Automatic Early Redemption Event the Notes will be automatically redeemed at their Automatic Early Redemption Amount. In the case of an Equity Linked Note or Inflation Linked Note, if an Additional Disruption Event occurs and "Delayed Redemption on the Occurrence of Additional Disruption Event" is not specified in the Applicable Transaction Terms, the Issuer may redeem the Notes early. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the equivalent Notes and may only be able to do so at a significantly lower rate.

Any change in the Underlying Transactions or their market value may materially adversely affect the Buy-Back Price payable in respect of Notes in relation to which the Specific Basis Buy-Back Provisions apply

If the Specific Basis Buy-Back Provisions are specified as applicable in the Applicable Transaction Terms, investors should be aware that Santander International Products plc is not required to but may at its option maintain certain notional Underlying Transactions (as defined in Condition 6(k) (*Specific Basis Buy-Back Provisions*)) from time to time. In the event that the Notes are bought-back by the Issuer prior to their scheduled Maturity Date in accordance with the Specific Basis Buy-Back Provisions, the price of the Notes shall reflect and shall be determined taking into consideration but will not necessarily be the same as the Market Value (as defined in Condition 6(k) (*Specific Basis Buy-Back Provision*)) of such Underlying Transactions.

The Underlying Transactions, if any, will be selected from time to time by the Calculation Agent in its discretion and may be subject to change during the term of the Notes. In addition, the Issuer may elect not to maintain Underlying Transactions at any time in which case the Issuer will not be able to buy back Notes in accordance with the Specific Buy-Back Provisions, although the Issuer may at its option purchase Notes at amounts other than the Buy-Back Price at any time. Any Underlying Transactions which are maintained at any time will in any event be notional transactions and the Issuer will not be required to maintain any actual transactions corresponding to Underlying Transactions. Any Underlying Transactions may have term(s) (or equivalent) which end prior to, on or after the Maturity Date of the Notes and/or notional amount(s) (or equivalent) that may be equal to or higher than the aggregate principal amount of the Notes. Information relating to the relevant Underlying Transactions if any will be made available to investors in accordance with the method of publication specified in the relevant Applicable Transaction Terms.

In the event that an investor requests that the Issuer buy-back any such Notes held by it prior to their maturity, and the Issuer accepts such request, the price of the Notes (the "**Buy-Back Price**") will be determined in a commercially reasonable manner by Banco Santander, S.A., acting in its capacity as Calculation Agent, taking into consideration but will not necessarily be the same as the Market Value of such Underlying Transactions. Any change in the Underlying Transactions and the Market Value of the Underlying Transactions may therefore materially adversely affect the Buy-Back Price payable to the relevant investor, particularly where the Underlying Transactions have term(s) which end after the Maturity Date of the Notes and/or notional amount(s) that are higher than the aggregate principal amount of the Notes.

Investors should refer to the "*Investment Considerations*" section for further information.

Investors who hold less than the minimum Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued

In relation to any issue of Notes which have a denomination consisting of the minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of the minimum Specified Denomination. In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed (or issued)) and would need to purchase a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

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

The market value of Notes which are issued at a substantial discount (such as Zero Coupon Notes) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the Notes, the greater price volatility as compared to conventional interest-bearing notes with comparable maturities.

Exchange rates will affect the calculation of the FX Factor

The FX Factor, where the Applicable Transaction Terms states that it applies, reflects the performance of the Specified Currency and the FX Value Reference Currency (or, where the Foreign Exchange (FX) Rate Linked Note provisions apply, the Base Currency and Subject Currency) during the life of the Notes and will be applied to the calculation of certain amounts under the Notes. An investor is therefore directly exposed to the performance of such currencies. Where such performance is adverse this may result in an overall loss to an investor.

Risks in connection with the public offer of the Notes

If the Notes are distributed by means of a public offer, under certain circumstances indicated in the applicable Final Terms, the Issuer and/or the other entities indicated in the applicable Final Terms will have the right to withdraw or revoke the offer, and the offer will be deemed to be null and void according to the terms indicated in the applicable Final Terms. Unless otherwise provided in the applicable Final Terms, the Issuer and/or the other entities specified in the applicable Final Terms may terminate the offer early by immediate suspension of the acceptance of further subscription requests and by giving notice to the public in accordance with the applicable Final Terms. Any such termination may occur even where the maximum amount for subscription in relation to that offer (as specified in the applicable Final Terms), has not been reached. In such circumstances, the early closing of the offer may have an impact on the aggregate number of Notes issued and, therefore, may have an adverse effect on the liquidity of the Notes. Furthermore, under certain circumstances, the Issuer and/or the other entities indicated in the applicable Final Terms will have the right to extend the offer period and/or to postpone the originally designated issue date, and related interest payment dates. For the avoidance of doubt, this right applies also in the event that the Issuer publishes a supplement to the Base Prospectus in accordance with the provisions of the Prospectus Regulation.

Investors should be aware that potential conflicts of interest may arise in connection with the Notes, as any distributors or other entities involved in the offer and/or the listing of the Notes as indicated in the applicable Final Terms, will act pursuant to a mandate granted by the Issuer and can receive commissions and/or fees on the basis of the services performed in relation to such offer and/or listing.

Notes issued as Green Bonds, Social Bonds or Sustainable Bonds, as described in Use of Proceeds, may not meet investor expectations or be suitable for an investor's investment criteria.

The Applicable Transaction Terms relating to any specific Tranche of Notes may provide that an amount equal to the whole or a part of such net proceeds will be applied by the Guarantor to Eligible Green Projects or Eligible Social Projects (such Notes being "**Green Bonds**", "**Social Bonds**" or "**Sustainable Bonds**"), as described in the Santander Global Sustainable Bond Framework and Green Bond Framework, in each case, published on the Santander web-site (see "*Use of Proceeds*").

Any:

- (i) failure to apply the proceeds of any issue of Green Bonds, Social Bonds or Sustainable Bonds, as the case may be, in the manner described in the Santander Global Sustainable Bond Framework, the Santander Green Bond Framework and the Applicable Transaction Terms;
- (ii) withdrawal of any opinion or certification or any opinion or certification being superseded by an opinion or certification stating that the Guarantor has not complied, in whole or in part, with any matters on which the original opinion or certification had opined or certified; and/or
- (iii) event or circumstances resulting in any issue of Green Bonds, Social Bonds or Sustainable Bonds, as the case may be, no longer being listed or admitted to trading on any stock exchange or securities market,

may have a material adverse effect on the value of Green Bonds, Social Bonds or Sustainable Bonds, as the case may be, and could also result in adverse consequences for certain investors with investment criteria or guidelines to invest in securities to be used for a particular purpose. Holders of Green Bonds, Social Bonds or Sustainable Bonds will not have any voting rights with regards to the terms of the relevant frameworks and any changes thereto, even if such changes will not be adherent to an investor's portfolio mandate.

2. Risk Factors Relating to Reference Item Linked Notes

Investors may lose some or all of the original investment amount

The amount payable and/or the value of the assets (if any) deliverable to Holders on redemption of the Reference Item Linked Notes may be less than the principal amount invested by them in the Reference Item Linked Notes and may in certain circumstances be zero.

In order to realise a return upon an investment in the Reference Item Linked Notes, an investor must have correctly anticipated the timing and magnitude of an anticipated increase or the absence of a decrease in the value of the Reference Item Linked Notes relative to the Issue Price and must also be correct about when any change will occur. If the value of the Reference Item Linked Notes does not increase, or decrease, as the case may be, before such Reference Item Linked Notes are redeemed, part of the investor's investment in such Reference Item Linked Notes may be lost on such redemption. Other than in respect of Reference Item Linked Notes which are redeemable prior to the Maturity Date at the option of the Noteholder, the only means by which a Noteholder can realise value from its Reference Item Linked Notes prior to their Maturity Date is to sell such Reference Item Linked Notes at their then market price in the secondary market (if available) (see "*Illiquidity of the Secondary Market*" below).

Notes that are linked to a reference item and/or the obligations of a Reference Entity (as defined below) may be principal (or capital) protected or non-principal (or capital) protected at maturity. Investors in Notes which are not principal (or capital) protected may risk losing their entire investment (including the loss of any transaction costs paid by the investor) if the value of the reference item and/or obligation of a Reference Entity does not move in the anticipated direction. If the Notes are specified in the Applicable Transaction Terms as having a minimum redemption amount, such Notes are principal (or capital) protected at maturity only and only to such extent. If Notes are redeemed or sold before their scheduled maturity or expiration, they may return less than the minimum redemption amount, the amount invested or even zero. In addition amounts payable may be subject to deductions for taxes or expenses.

Investors should note that certain Notes linked to the performance of the reference items or obligations of the Reference Entity, as the case may be, may not benefit from a minimum redemption amount or minimum cash settlement amount and investors may receive a cash amount and/or assets the value of which may be less than the initial investment amount of the Notes and investors are exposed to the full loss of their investment (including the loss of any transaction costs paid by the investor).

Fluctuations in the value of the relevant underlying will affect the value of Reference Item Linked Notes

Fluctuations in the value of the relevant index or basket of indices (including the prices of securities included in an index or basket of indices) will affect the value of single index notes and basket of indices notes. In addition, fluctuations in the price of the relevant equity security or value of the basket of equity securities will affect the value of single equity notes and basket of equity notes. In both these cases and in the case of currency linked notes, fluctuations in the value of the currency or currencies in or to which the Reference Item Linked Notes or the underlying securities or index are denominated or linked will also affect the value of such Reference Item

Linked Notes. Also, due to the character of the particular markets on which most equity securities are traded, the absence of last sale information and the limited availability of quotations for such equity securities may make it difficult for many investors to obtain timely, accurate data for the price or yield of such equity securities.

The terms and conditions of the Reference Item Linked Notes generally may include adjustment and early redemption provisions and other terms which along with general market conditions and the financial condition of the underlying reference entity may affect the amounts due and payable and/or the value of the assets (if any) deliverable under such Reference Item Linked Notes and/or their Maturity Date. In these cases the Reference Item Linked Notes may be affected and may, in some cases, result in the Reference Item Linked Notes being redeemed early which may negatively impact the return to investors.

Many factors may adversely affect the value and trading price of Reference Item Linked Notes

Reference Item Linked Notes pose risks with regard to interim value. The interim value of the Reference Item Linked Notes varies with the price and is affected by a number of factors, many of which are beyond the Issuer's control, including but not limited to:

- (i) market interest rates;
- (ii) fluctuations in currency exchange rates;
- (iii) fluctuations in commodities prices;
- (iv) the liquidity of the Reference Item Linked Notes or any reference item(s) in the secondary market;
- (v) the time remaining to any redemption date or the maturity date;
- (vi) where the reference item(s) is/are credit linked, the creditworthiness of the specified reference entity or entities; and
- (vii) economic, financial and political events in one or more jurisdictions, including factors affecting capital markets generally and the stock exchange(s) on which the Reference Item Linked Notes may be traded.

The effects of one or a combination of these factors may mean that a Noteholder will not be able to sell any Reference Item Linked Notes prior to maturity at a price equal to or greater than the market value of the Reference Item Linked Notes on the Issue Date and such Holder may only be able to sell Reference Item Linked Notes at a discount, which may be substantial.

The Calculation Agent has broad discretion and may take action which affects the relevant underlying reference item and/or the value of Reference Item Linked Notes

Investors should note that, in exercising its duties in relation to Reference Item Linked Notes, the Calculation Agent may have considerable discretion in relation to certain matters which may affect amounts due and payable and/or assets deliverable under the Reference Item Linked Notes and/or their Maturity Date including (without limitation) the replacement of an underlying index, share or other asset, modification of amounts otherwise payable and/or assets deliverable on redemption or determining the closing price and/or potential early redemption of the Reference Item Linked Notes.

The Calculation Agent may make such adjustments as it considers appropriate as a consequence of certain corporate actions affecting the relevant underlying share or index. In making these adjustments, the Calculation Agent is entitled to exercise substantial discretion and may be subject to conflicts of interest, including the conflicts of interest highlighted above, in exercising this discretion.

Illiquidity of the Secondary Market

There may be no secondary market for the Reference Item Linked Notes. If a secondary market does exist, it may be illiquid and investors may find it difficult to trade the Reference Item Linked Notes. The number of Reference Item Linked Notes of any Series may be relatively small, further adversely affecting the liquidity of such Reference Item Linked Notes.

Noteholders will not obtain any rights of ownership in the Reference Item(s)

Purchasers of Notes should be aware that the Issuer is under no obligation to hold a position in any Reference Item(s) and should note that the relevant Reference Item(s) that may be held by the Issuer will not be held by the Issuer for the benefit of the purchasers of such Notes and, as such, Noteholders will not obtain any rights of ownership, including, without limitation, any voting rights, any rights to receive dividends or other distributions or any other rights with respect to any Reference Item referenced by such Notes.

The past performance of a Reference Item is not indicative of future performance

There is a risk that Reference Items perform differently than in the past and consequently any information about the past performance of the Reference Item at the time of the issuance of the Notes should not be regarded as indicative of the range of, or trends in, fluctuations in the Reference Item that may occur in the future.

Delivery of Reference Items in respect of Physical Delivery Notes may be postponed or cash may be paid in lieu thereof

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

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

Noteholders may be required to pay certain expenses in relation to Notes subject to Physical Delivery

Holders of Notes subject to Physical Delivery must pay all Expenses relating to delivery of such Notes which may reduce the overall return on investment. As defined in the terms and conditions, "Expenses" includes all costs, taxes, duties and/or expenses including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the delivery of the Entitlement.

There are certain requirements to be fulfilled and payments to be made by the holder in order to receive Notes subject to Physical Delivery and the Issuer may decide to settle by way of cash payment instead in certain circumstances

In order to receive the Entitlement in respect of a Note settled by way of Physical Delivery, the holder of any Notes other than Book-Entry Notes must deliver or send to the relevant Clearing System or Principal Paying Agent (as applicable) a duly completed Asset Transfer Notice or, the Iberclear Member of any Book-Entry Notes must send a duly completed Iberclear Settlement Instruction to the Iberclear Paying Agent on or prior to the relevant time on the Cut-off Date and pay the relevant Expenses. If a Noteholder fails to deliver as required the certification of non-US beneficial ownership or certification that it is an eligible investor for US securities law purposes, the Issuer may deliver what the Calculation Agent determines to be the fair market value of the Entitlement instead of the relevant assets.

Switchable Notes may result in materially lower investment returns

If, in relation to a Series of Notes, interest rate payout formula "Rate of Interest (xxxi) – Switchable" applies or final payout formula "Redemption (xix)" "Switchable" applies, the Issuer has a right to exercise the Switch Condition. The Issuer may exercise this right in its sole and absolute discretion. If the Issuer exercises the Switch Condition, the way in which the interest rate payouts and/or the final payout (as applicable) are determined will change. These changes may be detrimental to investors and could result in materially lower investment returns.

Hedging activities may affect the market price, liquidity or value of Reference Item Linked Notes

In connection with the offering of the Reference Item Linked Notes, the Issuer, the Guarantor and/or any of its affiliates may enter into one or more hedging transactions with respect to any potential reference item(s) or related derivatives. In connection with such hedging activities or with respect to proprietary or other trading activities by the Issuer and/or any of its affiliates, the Issuer, the Guarantor and/or any of its affiliates may enter into

transactions in the reference item(s) or related derivatives which may, but are not intended to, affect the market price, liquidity or value of the Reference Item Linked Notes and which could be deemed to be adverse to the interest of the relevant Noteholders.

Hedging transactions by the Issuer may affect the return on Reference Item Linked Notes

The Issuer may use a portion or all of the total proceeds from the issue of the Notes for transactions to hedge the risks of the Issuer relating to Reference Item Linked Notes. In such case, the Issuer may conclude transactions that correspond to the obligations of the Issuer under the Reference Item Linked Notes. As a rule, such transactions are concluded prior to or on the Issue Date, but it is also possible to conclude such transactions after issue of the Reference Item Linked Notes. On or before a valuation date or delivery date, the Issuer or its affiliates may take the steps necessary for closing out any hedging transactions. The price, level or value of a relevant underlying security, index or other underlying, or the portfolio of which a share, index or other underlying forms a part, may be influenced by such transactions. Entering into or closing out these hedging transactions may also influence the probability of occurrence or non-occurrence of determining events in the case of Reference Item Linked Notes with a value based on the occurrence of a certain event in relation to a relevant underlying security, index or other underlying, or the portfolio of which a share or index forms a part, which may in turn adversely affect the return (if any) received by investors.

Conflicts of interest between the Issuer, the Guarantor and its affiliates and the Noteholders

The Issuer, the Guarantor and its affiliates may:

- (i) engage in trading and market-making activities and hold long or short positions in the relevant reference item(s) and other instruments or derivative products based on or related to the relevant reference item(s) for their proprietary accounts or for other accounts under their management;
- (ii) issue Reference Item Linked Notes in respect of the relevant reference item(s) which are securities, or issue derivative instruments in respect thereof;
- (iii) serve as issuer, agent, manager or underwriter of such securities or other instruments;
- (iv) act as underwriter in connection with future offerings of securities which comprise the reference items; and
- (v) act as financial advisers to certain underlying companies or reference entities.

The Issuer's, the Guarantor's and its affiliates' interests with respect to such securities, instruments and products may be adverse to those of the Noteholders and such activities could present certain conflicts of interest, could influence the prices of such reference items and could adversely affect the value of the Reference Item Linked Notes. Potential conflicts of interest may also arise in connection with an issue of Notes, as any distributors or other entities involved in the offer and/or the listing of such Notes, will act pursuant to a mandate granted by the Issuer and can receive commissions and/or fees on the basis of the services performed in relation to such offer and/or listing.

Additionally, if acting as calculation agent for Equity Linked Notes or Inflation Linked Notes linked to one or more securities or indices, the Guarantor or the Issuer will determine the payout (whether cash and/or assets) to the investor at maturity. The Issuer, the Guarantor and their affiliates may also carry out hedging activities related to any Equity Linked Notes or Inflation Linked Notes linked to one or more securities or indices, including trading in the underlying securities and/or indices, as well as in other instruments related to the underlying securities and/or indices. The Issuer, the Guarantor and their affiliates may also trade the applicable underlying securities and/or indices and other financial instruments related to the underlying securities and/or indices on a regular basis as part of their general broker-dealer and other businesses. Any of these activities could influence the Calculation Agent's determination of adjustments made to any Equity Linked Notes or Inflation Linked Notes linked to one or more securities and/or indices and any such trading activity could potentially affect the price, level or value of the underlying securities and/or indices and, accordingly, could affect the investor's payout on any Equity Linked Notes or Inflation Linked Notes.

3. Risks Relating to Specific Types of Reference Item Linked Notes

Risks Relating to Fund Linked Notes

An investment in Fund Linked Notes is not comparable to an investment in a conventional debt security

An investment in Fund Linked Notes will entail significant risks not associated with an investment in a conventional debt security. Payments and/or assets (if any) deliverable in respect of Fund Linked Notes will be calculated by reference to units, interests or shares in a single fund or basket of funds on such terms as set out in the Pricing Supplement, and the price of units or shares in a fund may be affected by the performance of the fund service providers, and in particular the investment adviser. Where the Issuer issues Fund Linked Notes linked to one or more funds, including hedge funds, mutual funds, private equity funds or exchange traded funds, the relevant Fund Linked Notes reflect the performance of such fund(s). Accordingly, an investment in Fund Linked Notes may bear similar market risks to a direct fund investment. If the underlying fund does not perform sufficiently well, the value of the Fund Linked Notes will fall, and may in certain circumstances be zero.

In relation to ETFs (as defined below), see also "*Risks Relating to ETF Linked Notes*".

The return on Fund Linked Notes may be significantly less than the reported performance of the relevant fund(s) and may be zero

The amount payable and/or the value of the fund shares (if any) deliverable in respect of Fund Linked Notes will be dependent on the performance of the relevant fund(s) underlying the Fund Linked Notes, which (as applicable) may be linked to the NAV per Fund Share and/or the actual redemption proceeds the Hedge Provider or a (hypothetical) investor in the relevant fund(s) would receive. The amount payable or the value of the fund shares (if any) deliverable in respect of the Fund Linked Notes may be less than the amount payable from a direct investment in the relevant fund(s). In certain circumstances, a fund may continue reporting a NAV per Fund Share (or Aggregate Fund Shares NAV, as the case may be), but the Hedge Provider or a (hypothetical) investor may not be able to realise their investment in the relevant fund(s) at such reported NAV per Fund Share (or the corresponding NAV per Fund Share as calculated by the Calculation Agent). In such a case, the return on the Fund Linked Notes may be less and in certain circumstances may be significantly less than the reported performance of the relevant fund(s) and may be zero.

Fund Linked Notes may be cancelled, adjusted or redeemed early in certain circumstances

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

The issuer of fund shares or units may not disclose all relevant information

No fund service provider will have participated in the preparation of the relevant Applicable Transaction Terms or in establishing the terms of the Fund Linked Notes, and none of the Issuer, the Guarantor or any Dealer will make any investigation or enquiry in connection with such offering with respect to any information concerning any such issuer of fund shares or units contained in such Applicable Transaction Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available information described in any relevant Applicable Transaction Terms) that would affect the trading price of the fund shares or units will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer of fund shares or units could affect the trading price of the fund shares or units and therefore the trading price of the Fund Linked Notes.

Holders will have no participation or ownership rights in relation to the underlying fund(s)

Fund Linked Notes do not provide Holders with any participation rights in the underlying fund(s) and do not entitle holders of Fund Linked Notes to any ownership interest or rights in such fund(s). Except as may be otherwise provided in the Conditions and/or the relevant Applicable Transaction Terms, Holders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant fund shares or units to which such Notes relate.

Fund trading strategies are complex, opaque and create the risk of significant losses which may reduce any amount payable or deliverable to holders of Fund Linked Notes

Funds may trade and invest in a broad range of investments and financial instruments using sophisticated investment techniques for hedging and non-hedging purposes such as debt and equity securities, commodities and foreign exchange and may enter into derivative transactions, including, without limitation, futures, swaps and options. Such financial instruments and investment techniques may also include, but are not limited to, the use of leverage, short sales of securities, transactions that involve the lending of securities to financial institutions, the entry into repurchase and reverse repurchase agreements for securities and the investment in foreign securities and foreign currencies. These investment strategies and financial instruments create the risk of significant losses that may adversely affect the value of the fund and therefore the return on the Fund Linked Notes. Potential investors should be aware that none of the Issuer, the Guarantor, the Dealers or the Calculation Agent have any control over investments made by a fund and poor performance of a fund may significantly reduce the amount payable and/or deliverable (if any) to Holders on cancellation or redemption, as applicable, of any Fund Linked Notes. Funds may often be illiquid and may only be traded on a monthly, quarterly or even less frequent basis. The trading strategies of funds are often opaque. Funds, as well as the markets and instruments in which they invest, are often not subject to review by governmental authorities, self-regulatory organisations or other supervisory authorities. Consequently, Holders may be exposed to the volatility in the performance of the relevant Funds which may affect the overall return on their investment.

The Hedging Provider may hedge the Issuer's obligations under Fund Linked Notes without regard to the interests of holders

In hedging the Issuer's obligations under the Fund Linked Notes, the Hedge Provider is not restricted to any particular hedging practice. Accordingly, the Hedge Provider may hedge its exposure using any method it, in its sole discretion, deems appropriate, including, but not limited to, investing in the relevant fund(s), replicating the performance of the relevant fund(s) or holding any of the assets underlying the relevant fund(s). The Hedge Provider may perform any number of different hedging practices with respect to Fund Linked Notes and is not required to have regard to the interests of holders of Fund Linked Notes, notwithstanding that its actions may ultimately result in holders receiving a lower return on their investment.

The occurrence of Extraordinary Fund Events may adversely affect the value or liquidity of the Fund Linked Notes

If certain events ("**Extraordinary Fund Events**") including events in the determination of the Calculation Agent occur, the Issuer or, as the case may be, the Guarantor may, in its sole and absolute discretion, take no action, adjust the terms of the Fund Linked Notes to reflect such event, substitute the relevant Fund Shares or redeem the Fund Linked Notes.

Consequently the occurrence of an Extraordinary Fund Event may have an adverse effect on the value or liquidity of the Fund Linked Notes. In addition, in the event that redemption proceeds in respect of the underlying Fund Shares are not received by the Hedge Provider on or prior to the scheduled date for settlement, such settlement date may be postponed for such period as may be specified in the Applicable Transaction Terms and no additional amount shall be payable as a result of such delay.

The Issuer will exercise its rights under the Fund Linked Note Conditions, including in particular the action it takes on the occurrence of an Extraordinary Fund Event, in its sole and absolute discretion. Subject to all regulatory obligations, none of the Issuer, the Guarantor, any Dealer or the Calculation Agent owes any duty or responsibility to any of the Holders of the Fund Linked Notes. The exercise of such rights in such manner may result in a greater loss in performance of the Fund Linked Notes than if the Issuer had taken different action.

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

Risks Relating to ETF Linked Notes

An investment in ETF Linked Notes is not comparable to an investment in a conventional debt security

The Issuer may issue Notes where the amount of principal and/or interest payable are dependent upon the price or changes in the price of units or shares in an exchange traded fund or funds ("**ETFs**") or, depending on the price

or changes in the price of units or shares in such ETFs, where the Issuer's obligation on redemption is to deliver a specified amount of fund shares ("**ETF Linked Notes**"). Accordingly an investment in ETF Linked Notes may bear similar market risks to a direct ETF investment but also entail significant risks not associated with an investment in a conventional ETF investment. Depending on the terms of the ETF Linked Notes (i) no or a limited amount of interest may be payable to Holders, (ii) payment of principal or interest or delivery of any specified ETF Shares may occur at a different time than expected and (iii) Holders may lose all or a substantial portion of their investment. In addition, the movements in the price of units, shares or interests in the ETFs may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the units or shares in the ETFs may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price or prices of the units, shares or interests in the ETFs, the greater the effect on yield and the return for investors.

Holders will be exposed to the volatility of the market price of ETF Linked Notes

The market price of ETF Linked Notes may be volatile and may depend on the time remaining to the redemption date and the volatility of the price of units or shares in the ETFs. The price of units or shares in an ETF may be affected by the economic, financial and political events in one or more jurisdictions, including factors affecting the exchange(s) or quotation system(s) on which any units or shares in the ETFs may be traded. In addition, the price of units or shares in an ETF may be affected by the performance of the fund service providers, and, in particular, the investment advisor. None of the Issuer, the Guarantor, any affiliate of the Issuer or Guarantor or the Calculation Agent make any representation as to the creditworthiness of any relevant ETF or any such fund's administrative, custodian, investment manager or adviser.

The value of ETF Linked Notes is linked to the performance of the underlying ETFs which may affect the overall return on investment

The relevant ETFs may trade and invest in a broad range of investments such as debt and equity securities, commodities or commodity indices and foreign exchange and may enter into derivative transactions, including, without limitation, futures and options. The relevant ETFs may often be illiquid and may only be traded on a monthly, quarterly or even less frequent basis. The trading strategies of ETFs are often opaque. The ETFs, as well as the markets and instruments in which they invest, are often not subject to review by governmental authorities, self-regulatory organisations or other supervisory authorities. Consequently, Holders may be exposed to the volatility in the performance of the ETFs which may affect the overall return on their investment.

Holders may receive physical delivery of ETF Shares in lieu of payment of cash amounts

Where the ETF Linked Notes include the right of the Issuer, subject to the fulfilment of a particular condition, to redeem such Notes at their maturity by delivering ETF Shares to the purchaser of such Notes, the purchasers will receive such ETF Shares rather than a monetary amount upon maturity. Holders will, therefore, be exposed to the issuer of such ETF Shares and the risks associated with such ETF Shares. The purchaser should not assume that the Noteholder will be able to sell such ETF Shares for a specific price after the redemption of the Notes, and in particular not for the purchase price of the ETF Linked Notes. Under certain circumstances the ETF Shares may only have a very low value or a value of zero. Noteholders may also be subject to certain documentary or stamp taxes in relation to the delivery and/or disposal of such ETF Shares.

The occurrence of Potential ETF Events or Extraordinary ETF Events may adversely affect the value or liquidity of the ETF Linked Notes

In the event of the occurrence of certain events ("**Potential ETF Events**"), the Calculation Agent may seek to make adjustments in accordance with the ETF Linked Conditions which may reduce the overall return on investment. If certain events ("**Extraordinary ETF Events**") including events in the determination of the Calculation Agent occur, the Issuer may, take no action, require the Calculation Agent, in its sole and absolute discretion, to determine the adjustments (if any) to be made to the terms of the ETF Linked Notes to reflect such event, substitute the relevant ETF Shares or redeem the ETF Linked Notes. Consequently the occurrence of an Extraordinary Fund Event may have an adverse effect on the value or liquidity of the ETF Linked Notes.

The Issuer will exercise its rights under the ETF Linked Note Conditions, including in particular the action it takes on the occurrence of an Extraordinary ETF Event, in its sole and absolute discretion. Subject to all regulatory obligations, none of the Issuer, the Guarantor, any Dealer or the Calculation Agent owes any duty or responsibility to any of the Holders of the ETF Linked Notes. The exercise of such rights in such manner may result in a greater loss in performance of the ETF Linked Notes than if the Issuer had taken different action.

Risks Relating to Equity Linked Notes

Investors have no shareholder rights

As an owner of Equity Linked Notes, investors will not have voting rights or rights to receive dividends, interest or other distributions, as applicable, or any other rights with respect to any underlying security or index.

Risk of automatic early redemption in respect of Equity Linked Notes

In relation to certain Equity Linked Notes, Equity Linked Notes will be automatically redeemed prior to their maturity if certain conditions specified in the relevant Applicable Transaction Terms are met. Notes of this type have an uncertain maturity date. Where such Notes are redeemed prior to their scheduled maturity date, investors may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the equivalent Equity Linked Notes.

Risks Common to Equity Linked and Inflation Linked Notes

Investors are exposed to certain key risks, including a loss of all or a substantial portion of their investment

An investment in Equity Linked or Inflation Linked Notes entails certain risks as set out below, which may vary depending on the specification and type or structure of the Equity Linked or Inflation Linked Notes. Potential investors in Equity Linked or Inflation Linked Notes should be aware that:

- (a) they may lose all or a substantial portion of their principal or investment, depending on the performance of each relevant underlying security or index;
- (b) the market price of such Equity Linked or Inflation Linked Notes may be very volatile;
- (c) investors in Equity Linked or Inflation Linked Notes may receive no interest;
- (d) a relevant underlying security or index may be subject to significant fluctuations that may not correlate with changes in securities prices, indices or inflation indices;
- (e) any Dividend Index may carry additional specific risks not associated with a normal share index, in particular since such index will relate to dividend payments, if any, of relevant reference shares, instead of share prices;
- (f) if a relevant underlying security or index is applied to Equity Linked Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the relevant underlying security or index on principal or interest payable on such Inflation Linked Notes is likely to be magnified; and
- (g) the timing of changes in a relevant underlying security or index may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant underlying security or index, the greater the effect on yield.

Equity Linked and Inflation Linked Notes are not ordinary debt securities

The terms of Equity Linked or Inflation Linked Notes differ from those of ordinary debt securities because the Equity Linked or Inflation Linked Notes may not pay interest on maturity, depending on the performance of the relevant underlying security or notes or may return less than the amount invested or nothing. The price of Equity Linked Notes or Inflation Linked Notes may fall in value as rapidly as it may rise, and investors in Equity Linked Notes or Inflation Linked Notes may potentially lose all of their investment.

Prospective investors should refer to the "*Investment Considerations*" section and in particular the section therein entitled "*Considerations relating to whether an investment in Equity Linked and Inflation Linked Notes is suitable for a particular investor*".

The value of Equity Linked and Inflation Linked Notes may be substantially reduced by unpredictable factors

The value of the Equity Linked Notes or Inflation Linked Notes may be substantially reduced by several factors beyond the Issuer's and the Guarantor's control including:

1. *Valuation of the relevant underlying security or index.* The market price or value of an Equity Linked Note or Inflation Linked Note at any time is expected to be affected primarily by changes in the price, level or value of the relevant underlying security or index to which the Equity Linked Notes or Inflation Linked Notes are linked. It is impossible to predict how the price, level or value of the relevant underlying security or index will vary over time. The historical performance value (if any) of the relevant underlying security or index does not indicate the future performance of the relevant underlying security or index. Factors which may have an effect on the price, level or value of the relevant underlying security or index include the rate of return of the relevant underlying security or index and, where relevant, the financial position and prospects of the issuer of the relevant underlying security or index, the market price, level or value of the applicable underlying security, index, or inflation index, or basket of securities, indices, or inflation indices. In addition, the price, level or value of the relevant underlying security or index may depend on a number of inter-related factors, including economic, financial and political events and their effect on the capital markets generally and relevant stock exchanges. Potential investors should also note that while the value of the Equity Linked or Inflation Linked Notes is linked to the relevant underlying security or index and will be influenced (positively or negatively) by the relevant underlying security or index, any change may not be comparable and may be disproportionate. It is possible that while the relevant underlying security or index is increasing in value, the value of the Equity Linked Notes or Inflation Linked Notes may fall. Further, the Additional Terms and Conditions of the Equity Linked Notes or Inflation Linked Notes will allow the Calculation Agent to make adjustments or take any other appropriate action if circumstances occur where the Equity Linked or Inflation Linked Notes or any exchanges or price sources are affected by market disruption, adjustment events or circumstances affecting normal activities;
2. *Volatility.* The term "volatility" refers to the actual and anticipated frequency and magnitude of changes of the market price, level or value with respect to a relevant underlying security or index. Volatility is affected by a number of factors, such as macroeconomic factors (i.e. those economic factors which have broad economic effects), speculative trading and supply and demand in the options, futures and other derivatives markets. Volatility of a relevant underlying security or index will move up and down over time (sometimes more sharply than at other times) and different relevant underlying security or index will most likely have separate volatilities at any particular time;
3. *Dividend rates and other distributions.* The value of certain Equity Linked Notes could, in certain circumstances, be affected by fluctuations in the actual or anticipated rates of dividend (if any) or other distributions on a relevant underlying security;
4. *Interest rates.* Investments in the Equity Linked Notes or Inflation Linked Notes may involve interest rate risk. The interest rate level may fluctuate on a daily basis and cause the value of the Equity Linked Notes or Inflation Linked Notes to change on a daily basis. The interest rate risk is a result of the uncertainty with respect to future changes of the market interest rate level. In general, the effects of this risk increase as the market interest rates increase;
5. *Remaining term.* Generally, the effect of pricing factors over the term of Equity Linked Notes or Inflation Linked Notes will decrease as the maturity, date approaches. However, this reduction in the effect of pricing factors will not necessarily develop consistently up until the maturity date, but may undergo temporary acceleration and/or deceleration. Even if the price, level or value of the relevant underlying share or index rises or falls there may be a reduction or increase, as the case may be, in the value of Equity Linked Notes or Inflation Linked Notes due to the other value determining factors. Given that the term of Equity Linked Notes or Inflation Linked Notes is limited, investors cannot rely on the price, level or value of the relevant underlying share or index or the value of the Equity Linked Notes or Inflation Linked Notes recovering again prior to maturity;
6. *Creditworthiness.* Investors are relying upon the creditworthiness of the Issuer and the Guarantor and have no rights against any other person. If the Issuer or the Guarantor becomes insolvent, investors may suffer potential loss of their entire investment irrespective of any favourable development of the other value determining factors, such as a relevant underlying share or index; and
7. *Exchange Rates.* The value of Equity Linked Notes or Inflation Linked Notes could, in certain circumstances, be affected by such factors as fluctuations in the rates of exchange between any currency in which any payment in respect of the Equity Linked Notes or Inflation Linked Notes is to be made and any currency in which a relevant underlying share or index is traded, appreciation or depreciation of any such currencies and any existing or future or governmental or other restrictions on the exchangeability

of such currencies. Rates of exchange between any relevant currencies which are current rates at the date of issue of the Equity Linked Notes or Inflation Linked Notes may not be representative of the relevant rates of exchange used in computing the value of the Equity Linked Notes or Inflation Linked Notes at any time thereafter.

Some or all of the above factors will influence the price that investors will receive if an investor sells its Equity Linked Notes or Inflation Linked Notes prior to maturity. Investors may have to sell certain Equity Linked Notes or Inflation Linked Notes at a substantial discount from the principal amount or investment amount if the market price, level or value of the applicable relevant underlying share or index is at, below, or not sufficiently above the initial market price, level or value or if market interest rates rise. The secondary market price of the Equity Linked Notes or Inflation Linked Notes may be lower than the market value of the issued Equity Linked Notes or Inflation Linked Notes as at the Issue Date to take into account, among other things, amounts paid to distributors and other intermediaries relating to the issue and sale of the Equity Linked Notes or Inflation Linked Notes and amounts relating to the hedging of the Issuer's obligations. As a result of all of these factors, any investor that sells the Equity Linked Notes or Inflation Linked Notes before the stated expiration or maturity date, may receive an amount in the secondary market which may be less than the then intrinsic market value of the Equity Linked Notes or Inflation Linked Notes and which may also be less than the amount and/or the value of the assets (if any) the investor would have received had the investor held the Equity Linked or Inflation Linked Notes through to maturity.

Market Disruption Events and Disrupted Days may result in adjustments and/or early redemption of Notes

The Calculation Agent may determine that a Market Disruption Event or a failure to open of an Exchange or Related Exchange has occurred or exists on a relevant date of valuation, and any consequential postponement of such date of valuation may have an adverse effect on the value of the Equity Linked or Inflation Linked Notes.

In addition, the Calculation Agent may make adjustments to Equity Linked or Inflation Linked Notes to account for relevant adjustments or events in relation to the relevant underlying share or index including, but not limited to, determining a successor to the relevant underlying share or index or its sponsor (in the case of an index). In addition, in certain circumstances, the Issuer may redeem the Equity Linked or Inflation Linked Notes prior to the Maturity Date following any such event. In this case, in relation to each Equity Linked or Inflation Linked Note, the Issuer will pay an amount, if any, determined as provided in the Terms and Conditions.

There may be correlation risk in the use of Equity Linked or Inflation Linked Notes as hedging instruments

Any person intending to use Equity Linked or Inflation Linked Notes as a hedging instrument should recognise the "correlation risk" of doing this. Correlation risk is the potential differences in exposure for a potential investor that may arise from the ownership of more than one financial instrument. Equity Linked or Inflation Linked Notes may not hedge exactly a relevant underlying security or index or portfolio of which a relevant security or index forms a part. In addition, it may not be possible to liquidate Equity Linked or Inflation Linked Notes at a price which directly reflects the price, level or value of the relevant underlying security or index or portfolio of which a share or index forms part. Potential investors should not rely on the ability to conclude transactions during the term of the Equity Linked or Inflation Linked Notes to offset or limit the relevant risks. This depends on the market situation and the specific relevant underlying security or index conditions. It is possible that such transactions will only be concluded at an unfavourable market price, resulting in a corresponding loss for the Noteholder.

There are additional risks in relation to Equity Linked Notes or Inflation Linked Notes linked to a single emerging market security, a single emerging market index, or a basket of securities or a basket of indices composed, in part or in whole, of emerging market securities or indices

Fluctuations in the trading prices of the underlying emerging market equity will affect the value of Equity Linked Notes or Inflation Linked Notes. Changes may result over time from the interaction of many factors directly or indirectly affecting economic and political conditions in the related countries or member nations, including economic and political developments in other countries. Of particular importance to potential risks are: (i) rates of inflation; (ii) interest rate levels; (iii) balance of payments; and (iv) the extent of governmental surpluses or deficits in the relevant country. All of these factors are, in turn, sensitive to the monetary, fiscal and trade policies pursued by the related countries, the governments of the related countries and member nations (if any), and other countries important to international trade and finance. Government intervention could materially and adversely affect the value of such Equity Linked or Inflation Linked Notes. Governments use a variety of techniques, such as intervention by their central bank or imposition of regulatory controls or taxes to affect the trading of the

underlying equity. Thus, a special risk in purchasing such Equity Linked or Inflation Linked Notes is that their trading value and amount payable and/or the value of the assets (if any) deliverable at maturity could be affected by the actions of governments, fluctuations in response to other market forces and the movement of currencies across borders. Emerging markets stocks may be more volatile than the stocks in more developed markets.

Liquidity may affect the pricing of the relevant underlying security or index on Equity Linked and Inflation Linked Note

The Issuer's and its affiliates' hedging costs tend to be higher the less liquidity the relevant underlying security or index has or the greater the difference between the "buy" and "sell" prices for the relevant underlying security or index or derivatives contracts referenced to the relevant underlying security or index. When quoting prices for Equity Linked or Inflation Linked Notes, the Issuer will factor in such hedging costs and will pass them on to the Noteholders by incorporating them into the "buy" and "sell" prices. Thus, Noteholders selling their Equity Linked or Inflation Linked Notes on an exchange or on the over-the-counter market may be doing so at a price that is substantially lower than the actual value of the Equity Linked or Inflation Linked Notes at the time of sale.

The Issuer and the Guarantor may deal with underlying companies but do not control them

The Issuer or the Guarantor or their respective subsidiaries may presently or from time to time engage in business with any underlying company, including entering into loans with, or making equity investments in, the underlying company or its affiliates or subsidiaries or providing investment advisory services to the underlying company, including merger and acquisition advisory services. Moreover, neither the Issuer nor the Guarantor has the ability to control or predict the actions of the underlying company or index publisher, including any actions, or reconstitution of index components, of the type that would require the calculation agent to adjust the payout to the investor at maturity.

Fluctuations in the value of components of underlying securities or indices may be offset by other fluctuations and there may be exchange rate risk

Fluctuations in the value of any one component of the relevant underlying security or index may, where applicable, be offset or intensified by fluctuations in the value of other components. Where the value of the components of the relevant underlying security or index is determined in a different currency to the value of the relevant underlying security or index, investors may be exposed to exchange rate risk.

Exchange rates and exchange controls may affect the value or return of the Equity Linked or Inflation Linked Notes

Investors in an Equity Linked or Inflation Linked Note denominated in, or the return on which is linked to value for a relevant underlying security or index denominated in currencies other than an investor's home currency are exposed to the risk of significant changes in rates of exchange between its home currency and the other relevant currencies and the possibility of the imposition or modification of exchange controls by the relevant governmental authorities. These risks generally depend on economic and political events over which the Issuer has no control. Depreciation against the investor's home currency or the currency of the return on an Equity Linked or Inflation Linked Note would result in a decrease in the effective yield of the Equity Linked or Inflation Linked Note below its coupon rate and could result in an overall loss to an investor on the basis of the investor's home currency.

In addition, investors in UVR Inflation-Adjusted Notes should understand that the payments in respect of the UVR Inflation-Adjusted Notes are adjusted by reference to the UVR Index in effect on the applicable payment date and so the return for investors is exposed to fluctuations in that rate. In addition if certain changes are made in relation to such rate and other factors then the Calculation Agent is entitled to determine consequential adjustments to the Conditions or to determine that the Notes will be repayable at the Early Redemption Amount. In either case this means that investors will be exposed to the risk that such changes to the relevant UVR rate occur and this may reduce the return on the Notes for investors.

Risks relating to Foreign Exchange (FX) Rate Linked Notes

Investors may lose all or a substantial portion of their investment

Potential investors in any such Notes should be aware that, depending on the terms of the Foreign Exchange (FX) Rate Linked Notes (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest or delivery of assets may occur at a different time or in a different currency than expected and (iii) they may lose a substantial portion or all of their investment. In addition, movements in currency exchange rates may be subject

to significant fluctuations that may not correlate with changes in interest rates or other indices and the timing of changes in the exchange rates may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in currency exchange rates, the greater the effect on yield.

Movements in the foreign exchange rate(s) to which the Foreign Exchange (FX) Rate Linked Notes are linked may adversely affect the value of and return on the Foreign Exchange (FX) Rate Linked Notes

The Issuer may issue Notes where the amount of principal and/or interest payable are dependent upon movements in currency exchange rates or are payable in one or more currencies which may be different from the currency in which the Notes are denominated ("**Foreign Exchange (FX) Rate Linked Notes**"). Accordingly an investment in Foreign Exchange (FX) Rate Linked Notes may bear similar market risks to a direct foreign exchange investment.

The foreign exchange rate(s) to which the Notes are linked will affect the nature and value of the investment return on the Notes. The performance of foreign exchange rates are dependent upon the supply and demand for currencies in the international foreign exchange markets, which are subject to economic factors, including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility and safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks. Such measures include, without limitation, imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates and the availability of a specified currency. Where the Notes are linked to the currency of an emerging market jurisdiction, such risks may be magnified – see "*Risks in relation to emerging market currencies*" below.

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

The occurrence of disruption events may result in the restriction or variation of payments and other obligations under the Foreign Exchange (FX) Rate Linked Notes

Payments of principal and interest or other obligations of the Issuer in respect of any Foreign Exchange (FX) Rate Linked Notes may be restricted or varied upon the occurrence of certain disruption events applicable to the Notes. A relevant disruption event for an exchange rate may relate to the inability to obtain a price for the exchange rate from the applicable price source(s), illiquidity, the split of any relevant currency into a dual exchange rate, inconvertibility, non-transferability, a material change in circumstances in the jurisdiction of the Subject Currency that makes it impossible to fulfil certain hedging arrangements, a nationalisation or variations in the prices quoted for the exchange on different sources being greater than a specified percentage threshold (or not quoted for by members of a survey used to determine such source) if specified for that rate in the terms and conditions of the Notes and/or the Applicable Transaction Terms.

Following a relevant disruption event, the applicable valuation date may be postponed so long as the relevant disruption event continues, the Calculation Agent may determine the applicable exchange rate, the Notes may be redeemed early (or on the originally designated date) by payment of the applicable early redemption amount rather than any amount that would have otherwise been calculated in respect of and due on the relevant date, the related date for payment or delivery may be deferred so long as the relevant disruption event continues or a fallback reference price source or sources may be used to calculate the rate instead of the originally designated price source. Consequently, investors are exposed to the risk of an adverse effect on (i) the value of, and/or amounts or assets due in respect of, the Notes due to the occurrence of any disruption event and application of the related disruption fallback(s); or (ii) an investor's investment schedule, timetable or plans if any due date for payment and/or delivery under the Notes is postponed as a consequence of a disruption event.

Risks in relation to emerging market currencies

Where the Notes are denominated in an emerging market currency or linked to one or more emerging market currency, amounts determined to be due or deliverable in respect of such Notes may be significantly more volatile and subject to less certainty as to future rates than if the Notes were linked to currencies of more developed markets. For example, emerging markets' currencies are highly exposed to the risk of a currency crisis occurring in the future.

In particular, policies or actions of any relevant governments of the jurisdictions of the Subject Currencies and Base Currencies (the "**Currency Jurisdictions**") could adversely affect the relevant exchange rate(s) (such as through market interventions of their central banks or equivalent bodies; governmental action which changes or interferes with currency valuations or currency fluctuations that would otherwise occur in response to economic forces; and restrictions on foreign investment and currency convertibility or movement across borders). Non-governmental action may also directly or indirectly adversely affect the relevant exchange rates (such as through weak overall growth and performance of each applicable Currency Jurisdiction's economy and stock exchanges; political, economic and social uncertainty, including risks of nationalisation and expropriation of assets and natural disasters; or wars which affect any Currency Jurisdiction directly or indirectly).

Investors should note that the risk of occurrence and the severity of consequence of the matters described above may be greater with respect to any emerging market jurisdiction than they otherwise would be in relation to more developed countries. Economies in emerging markets are generally more heavily dependent upon international trade, and accordingly, may be affected adversely by trade barriers, foreign exchange controls (including taxes), managed adjustments in relative currency values and other protectionist measures imposed or negotiated with countries with which they trade.

The occurrence of any of the above circumstances may have an adverse effect on the value of the Notes and amounts due or assets deliverable, or the date for payment thereunder.

General risks relating to Credit Linked Notes

Investors are exposed to the credit worthiness of Reference Entities and may lose all or a substantial portion of their investment

The Issuer may issue Credit Linked Notes where the amount of principal and/or interest payable is dependent upon whether certain events (each a "**Credit Event**") have occurred in respect of one or more specified entities (a "**Reference Entity**") and, if so, on the value of certain specified assets ("**Reference Obligations**") of the Reference Entity or where, if such events have occurred, on redemption the Issuer's obligation is to deliver certain specified assets ("**Deliverable Obligations**"). The occurrence of certain events or circumstances, in each case as specified in the Applicable Transaction Terms, will affect the value of Credit Linked Notes and the Issuer's obligation to pay principal may be replaced by an obligation to pay other amounts calculated by reference to the value of the Reference Obligation(s) and/or to deliver the Deliverable Obligation(s) and, upon the payment of such amounts or the delivery of such Deliverable Obligation(s), any claims or rights of the Noteholders relating to payment shall be extinguished.

The Issuer's obligations in respect of Credit Linked Notes are not dependent on the existence or amount of credit exposure of the Issuer and/or any affiliates to a Reference Entity and the Issuer and/or any affiliates need not suffer any loss nor provide evidence of any loss as a result of the occurrence of a Credit Event.

Potential investors in Credit Linked Notes should be aware that, depending on the terms of the Credit Linked Notes, (i) they may receive no or a limited amount of interest, (ii) the occurrence of a Credit Event may result in an early redemption of their Notes, (iii) payment of principal or interest or delivery of any specified assets may occur at a different time than expected, and (iv) they may lose all or a substantial portion of their investment.

Credit Linked Notes are volatile investments

The market price of Credit Linked Notes may be volatile and will be affected by, among other things, the time remaining to the maturity date and the creditworthiness of the Reference Entity which in turn may be affected by the economic, financial and political events in one or more jurisdictions. Such volatility may mean that investors are unable to sell the Credit Linked Notes or receive a price which is substantially lower than the value of their original investment.

There may be no or a limited market for the Credit Linked Notes and for the obligations of the Reference Entity

There may exist at times only small or no markets for the Notes and for the obligations of the Reference Entity to which the Notes are linked, resulting in low or non-existent volumes of trading in the Notes and such obligations, and therefore a lack of liquidity and price volatility of the Notes and such obligations.

Noteholders may receive Deliverable Obligations which are of low value or in default

In the event of a Credit Event, Noteholders may receive Deliverable Obligations which may be in default. In this case, under the terms of the Applicable Transaction Terms, the Issuer will be free to deliver any obligations of the Reference Entity in respect of which such Credit Event has occurred (whether as principal, guarantor or otherwise) which satisfy the requirements for a Deliverable Obligation. Since the Deliverable Obligations will be issued, guaranteed or insured (as applicable in the context of the relevant Notes) by the Reference Entity affected by a Credit Event, the value of such Deliverable Obligations at the relevant time may be considerably less than would be the case if a Credit Event had not occurred and such obligations may be in default at the time of delivery. Further, in selecting such obligations the Issuer will not be required to consider the interests of the Noteholders or mitigate the Noteholders' losses. The Issuer may have complete discretion to select the cheapest obligations of the Reference Entity so long as such obligations satisfy the requirements for a Deliverable Obligation.

The Calculation Agent may take action and make decisions which may be adverse to the interests of Noteholders

In selecting any Reference Obligations hereunder, the Calculation Agent is under no obligation to the Noteholders or any other person and, provided that the obligation selected meets the applicable criteria (if any), is entitled, and indeed will endeavour, to select obligations with the lowest or highest price (depending on who is the buyer) of any obligations which meet such criteria. In making any selection, the Calculation Agent will not be liable to account to the Noteholders or any other person for any profit or other benefit to it or any of its affiliates which may result directly or indirectly from any such selection.

In selecting any substitute Reference Entity, any Valuation Date, any Quotation Amount or any Valuation Time or in making any other selection in accordance with the terms of the Notes, the Calculation Agent is under no obligation to the Noteholders or any other person and provided that the relevant selection meets the criteria specified, the Calculation Agent will not be liable to account to the Noteholders or any other person for any profit or other benefit to it or any of its affiliates which may result directly or indirectly from any such selection.

The Issuer, the Guarantor and their affiliates may take action which may have an adverse effect on a Reference Entity and may not disclose all information

In addition, the Issuer, the Guarantor and their affiliates may, for their own account and for the account of customers, engage in any kind of transactions and other business directly or indirectly involving a Reference Entity and may act with respect to such business in the same manner as it would if the Notes had not been issued, regardless of whether any such action might have an adverse effect directly or indirectly on a Reference Entity. The Issuer and its affiliates may on the Issue Date of the Notes or at any time thereafter be in possession of information in relation to a Reference Entity that is or may be material in the context of the issue of Notes and that may not be publicly available or known to the purchasers. There is no obligation on the part of the Issuer, the Guarantor or their affiliates to disclose to the Noteholders any such relationship or information.

Credit Events are likely to entail adverse consequences for Noteholders and the Calculation Agent's determination will be binding on Noteholders

Upon the occurrence of a Credit Event, there is a risk of the loss of a substantial portion, or all, of the principal amount of the Notes. If a Credit Event Notice is served in connection with a Credit Event of a Reference Entity, the Notes may be subject to redemption at a price which may be at a considerable discount to par and could be zero. Prospective investors therefore risk losing all principal and interest on the Notes. Noteholders will have no right to vote or exercise any other right or remedy with respect to the Reference Entity(ies) or any of its obligations. In the event of early redemption following the occurrence of a Credit Event, the Notes will either (i) cease to bear interest from the Interest Payment Date immediately preceding the Credit Event Determination Date if "Accrual of Interest upon Credit Event" is specified as Not Applicable in the Applicable Transaction Terms, or (ii) cease to bear interest from the Credit Event Determination Date if "Accrual of Interest upon Credit Event" is specified as being Applicable in the Applicable Transaction Terms.

Not all of the Credit Events require an actual default with respect to the Reference Entity's(ies') obligations. Thus, Noteholders could bear losses based on deterioration in the credit of the Reference Entity(ies) short of a default, subject to the provisions set out in the Applicable Transaction Terms. Also, not all of the Credit Events are triggered by events which are easily ascertainable and disputes can and have arisen as to whether a specific event with respect to a Credit Event did or did not constitute a Credit Event. The Calculation Agent's determination that a Credit Event has or has not occurred will be binding on the Noteholders. The Calculation Agent's view of

whether a Credit Event has occurred may be different from the view of the Noteholders or other financial institutions, rating agencies or commentators.

Physical delivery may be delayed or replaced by a payment obligation

Where the Notes provide for physical delivery or where Auction Settlement is the applicable Settlement Method and physical delivery is the applicable Fallback Settlement Method (each as specified in the Applicable Transaction Terms), the Issuer may determine that the Deliverable Obligations are either (a) assets which for any reason (including, without limitation, failure of the relevant clearance system or due to any law, regulation, court order, contractual restrictions, statutory restrictions or market conditions but excluding the non-receipt of any requisite consents with respect to the delivery of assets which are loans or non-delivery of an Asset Transfer Notice or any information by a Noteholder) it is impossible or illegal to deliver on the Credit Settlement Date ("**Undeliverable Obligations**"), or (b) assets which the Issuer and/or any affiliate and/or agent has not received under the terms of any underlying or related asset(s), transaction(s) and/or trading position(s) or arrangements entered into by the Issuer and/or such Affiliate and/or agent (including, if applicable, on a portfolio basis) to hedge, directly or indirectly and whether in whole or in part, the credit or other price risk or funding of the Issuer in issuing and performing its obligations in respect of the Notes ("**Hedge Disruption Obligations**"). In accordance with Credit Linked Condition 21 (*Physical Delivery*), any such determination may delay settlement in respect of the Notes and/or cause the obligation to deliver such specified assets to be replaced by an obligation to pay a cash amount (in accordance with Credit Linked Condition 9 (*Partial Cash Settlement*)), which, in either case, may affect the value of the Notes and, in the case of payment of a cash amount, will affect the timing of the valuation of such Notes and, as a result, the amount of the relevant amount payable on redemption. Whether and how such provisions apply to the relevant Notes can be ascertained by reading the Credit Linked Conditions in conjunction with the Applicable Transaction Terms.

The Credit Linked Notes may be subject to early redemption

In certain circumstances, in the event that the Calculation Agent is unable to identify a Substitute Reference Obligation prior to the Extension Date, the Issuer shall have the right on or after the Extension Date to early redeem the Notes at the Early Redemption Amount (determined by the Calculation Agent taking into account the creditworthiness of the Reference Entity at the time of early redemption) by notice to Noteholders which may have an adverse effect on the value of the Notes.

An investment in Credit Linked Notes is not equivalent to investing in a credit default swap incorporating the 2014 ISDA Definitions and the provisions of the Credit Linked Conditions herein may be modified

This Base Prospectus contains Additional Terms and Conditions for Credit Linked Notes with terms based on the 2014 Credit Derivatives Definitions (the "**2014 ISDA Definitions**"). The Issuer has determined that certain provisions of the 2014 ISDA Definitions, which are intended for use by market participants in "over the counter" transactions, require amendment when incorporated in the terms of an offering of securities such as the Notes. The terms and conditions of the Notes also afford the Calculation Agent and the Issuer (as applicable) discretion in respect of determining certain terms that differ in substance in comparison to corresponding terms contemplated in the 2014 ISDA Definitions, including, without limitation, the date on which a Credit Event Determination Date, the Credit Settlement Date or Valuation Date will fall (which may be determined, inter alia, by reference to the hedging arrangements), and the Settlement Suspension provisions or determination of the Quotation Amount. Therefore, a prospective investor should understand that the complete terms and conditions of the Notes are as set out in this Base Prospectus and the Applicable Transaction Terms and that the 2014 ISDA Definitions are not incorporated by reference herein. Consequently, investing in Credit Linked Notes is not necessarily equivalent to investing in a credit default swap that incorporates the 2014 ISDA Definitions.

While ISDA has published the 2014 ISDA Definitions in order to facilitate transactions and promote uniformity in the credit derivatives market, the credit derivatives market has evolved over time and is expected to continue to change. Consequently, the 2014 ISDA Definitions and the terms applied to credit derivatives, including the Notes are subject to further evolution. Past events have shown that the view of market participants may differ as to how the 2014 ISDA Definitions operate or should operate. As a result of the continued evolution of the market, the Notes may not conform to future market standards. Such a result may have a negative impact on the Notes. Furthermore, changes to the terms applicable to credit derivatives are not always predictable and may be may be unfavourable to the Issuer, the Guarantor and/or the Noteholders.

Pursuant to Credit Linked Condition 18, the Calculation Agent may from time to time amend any provision of the Credit Linked Conditions:

- (i) to incorporate and/or reflect further or alternative documents or protocols from time to time published by ISDA with respect to the documentation, trading or settlement of credit derivative transactions and/or the operation or application of determinations by the ISDA Credit Derivatives Determinations Committees; and/or
- (ii) in any manner which the Calculation Agent determines in a commercially reasonable manner is necessary or desirable to reflect or account for market practice for credit derivative transactions and/or reflect the Hedging Arrangements of the Issuer or any of its Affiliates.

The Auction Final Price may be less than the market value of the Reference Obligation

Where the Settlement Method specified in the Applicable Transaction Terms in respect of a Series of Notes is Auction Settlement and an Auction Final Price Determination Date occurs, the Auction Final Price will be determined according to an auction procedure set out in the applicable Transaction Auction Settlement Terms, a form of which will be published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and may be amended from time to time. The Auction Final Price determined pursuant to an auction may be less than the market value that would otherwise have been determined in respect of the relevant Reference Obligation. The Issuer and the Noteholders may have little or no influence in the outcome of any such auction.

The Calculation Agent and its affiliates may influence the determination of the Auction Final Price without regard to the interests of Noteholders

If the Notes are redeemed following the occurrence of a Credit Event, the amount payable in respect of the Notes may be determined by reference to the Auction Final Price determined according to an auction procedure set out in the applicable Transaction Auction Settlement Terms. There is a possibility that the Issuer, the Calculation Agent or one of their affiliates would act as a participating bidder in any such auction. 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 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 (b) submitting bids, offers and physical settlement requests with respect to the relevant Deliverable Obligations or Valuation Obligations, as applicable. In deciding whether to take any such action (or whether to act as a participating bidder in any auction), neither the Calculation Agent nor any of its affiliates shall be under an obligation to consider the interests of any Noteholders.

Noteholders will be bound by decisions of the Credit Derivatives Determinations Committee

In respect of a Credit Event relating to a Credit Linked Note, prospective purchasers should note that the Credit Derivatives Determinations Committee has the power to make binding decisions on critical issues such as whether a Credit Event has occurred, which obligations are to be valued and whether an auction should take place in accordance with and as more fully described in the Credit Derivatives Determinations Committees Rules, as published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof. Consequently, the payments on the Notes and the timing of any such payments may be affected by any such relevant decisions if Auction Settlement is specified as the applicable Settlement Method for a Series of Notes in the relevant Applicable Transaction Terms.

The Issuer, the Guarantor or the Calculation Agent or any of its affiliates may act as an "Eligible Market Participant" and deliver a notice to ISDA pursuant to the Credit Derivatives Determinations Committees Rules

The Credit Derivatives Determinations Committees Rules (the "**DC Rules**") provide that any "Eligible Market Participant", is permitted to deliver a notice to ISDA requesting that the Credit Derivatives Determinations Committee resolves certain matters in respect of a relevant credit derivatives transaction, including those as set out in the definitions of "Credit Event Resolution Request Date", "Repudiation/Moratorium Extension Condition" and "Successor Resolution Request Date" in Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) below. An Eligible Market Participant is (i) any party that is a party to a credit derivatives transaction that has, or is deemed to have, incorporated the 2014 ISDA Definitions or the updated 2003 ISDA Credit Derivatives Definitions (being the 2003 ISDA Credit Derivatives Definitions as supplemented by the "2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions" or the "2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions", as applicable) into the relevant confirmation (which may include, where applicable, the Issuer, the Guarantor, the Calculation Agent or one of their affiliates) or (ii) any CCP (as defined in the DC Rules) that has an open interest in any such credit derivatives

transaction. The delivery of any such notice and any subsequent resolution made by the Credit Derivatives Determinations Committee may affect the rights of Noteholders to receive payments of interests and principal under the relevant Notes, including a reduction in those payments and/or such payments being made on a date which is earlier or later than would otherwise be the case. Subject to regulatory obligations, none of the Issuer, the Guarantor or the Calculation Agent or any of its affiliates will take into account interests of Noteholders if acting as an Eligible Market Participant.

There is a risk that the Notes could be affected by a Credit Event or succession that took place prior to the Trade Date

In respect of a Credit Event relating to a Series of Credit Linked Notes, a Credit Event will not be determined by the Credit Derivatives Determinations Committee unless a request is submitted to ISDA for the relevant Credit Derivatives Determinations Committee to consider whether the relevant event constitutes a Credit Event within 60 calendar days of the occurrence of such potential Credit Event unless a Credit Event Determination Date has already occurred with respect to such event. For the purposes of the succession provisions the look-back period is 90 calendar days and functions similarly. These provisions mean that there is a time limit on the ability to act on a Credit Event or succession and that it is possible that the Notes could be affected by a Credit Event or succession that took place prior to the Trade Date if Auction Settlement is specified as the applicable Settlement Method for a Series of Notes in the relevant Applicable Transaction Terms.

Risks relating to Settlement Suspension, adjustments and Interest Provisions

The Credit Linked Conditions provide that, if, following the determination of a Credit Event Determination Date but prior to the Maturity Date or the Credit Settlement Date, the DC Secretary publicly announces that a Credit Derivatives Determinations Committee will be convened to determine whether a Credit Event has occurred, the Calculation Agent may at its option determine that the applicable timing requirements of the Credit Linked Conditions and the definitions of Credit Event Redemption Date, Valuation Date, Physical Settlement Period, and any other Credit Linked Condition as determined by the Calculation Agent, shall toll and be suspended and remain suspended (such period of suspension, a "**Suspension Period**") until such time as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has resolved (a) that a Credit Event has or has not occurred or (b) not to determine such matters. Once ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has made such resolution, the relevant timing requirements of the Credit Linked Conditions that have previously tolled or been suspended shall resume on the Business Day following such public announcement by ISDA.

In the event of any such Suspension Period, the Calculation Agent may make (i) such consequential or other adjustment(s) or determination(s) to or in relation to the Credit Linked Conditions as may be desirable or required either during or following any relevant Suspension Period to account for or reflect such suspension and (ii) determine the effective date of such adjustment(s) or determination(s).

In the case of interest bearing Notes, the Issuer shall be obliged to pay interest calculated in accordance with Note Condition 5 (*Interest Provisions*) and the Credit Linked Conditions provided that:

- (a) if a Suspension Period falls in any one or more Interest Period(s), then no interest shall accrue during each portion of an Interest Period during which a Suspension Period exists; and
- (b) if an Interest Payment Date falls in a Suspension Period, such Interest Payment Date will be deferred until after the end of the Suspension Period.

Failure to deliver an Asset Transfer Notice in respect of physically settled Credit Linked Notes may result in a Noteholder receiving its share of the Asset Amount

Where, in respect of any Credit Linked Notes, Physical Settlement is specified as the relevant Settlement Method or applies as the relevant Fallback Settlement Method, and a Noteholder does not deliver a valid Asset Transfer Notice as contemplated under the Credit Linked Conditions, the Issuer may, but is not required to, elect to deliver to the relevant clearance system(s) the aggregate Asset Amount in respect of such Notes, to be divided between and delivered to the relevant Noteholders by the relevant clearance system(s) in accordance with the rules of the relevant clearance system(s).

4. Legal and Regulatory Risks

Transfers of Implicit Yield Notes other than Book-Entry Notes to or by Spanish Individuals will be null and void

The sale, transfer or acquisition of Implicit Yield Notes (as defined in Condition 8 of the "*Terms and Conditions of the Notes*") other than Book-Entry Notes, including, but not limited to, Zero Coupon Notes, to or by individuals (*personas físicas*) who are tax resident in Spain (each a "**Spanish Individual**") is forbidden in all cases. Any transfer of Implicit Yield Notes other than Book-Entry Notes to or by Spanish Individuals is not permitted and such transfer will be considered null and void by the Issuer and the Guarantor. Accordingly, neither the Issuer nor the Guarantor will (i) recognise any Spanish Individual as an owner of Implicit Yield Notes other than as an owner of Book-Entry Notes or (ii) list any Implicit Yield Notes other than Book-Entry Notes on AIAF, and Spanish Individuals who are Noteholders may lose all or a substantial part of their investment on such Notes.

The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing any such "benchmarks"

Interest rates and indices which are deemed to be "benchmarks", (including the London interbank offered rate ("**LIBOR**") and the euro interbank offered rate ("**EURIBOR**") and other types of indices such as indices comprised of interest rates, equities, funds, foreign exchange rates and combinations thereof) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes referencing such a benchmark.

Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**") was published in the Official Journal of the EU on 29 June 2016 and mostly applies, subject to certain transitional provisions, from 1 January 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities (such as the Guarantor) of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation could have a material impact on any Notes linked to or referencing a benchmark in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark. More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

In addition to so-called "critical benchmark" indices, such as LIBOR and EURIBOR, other interest rates, foreign exchange rates, and indices, including equity, commodity and "proprietary" indices or strategies, will in most cases be within scope of the Benchmark Regulation as "benchmarks" where they are used to determine the amount payable under, or the value of, certain financial instruments (including securities listed on an EU or UK regulated market, EU or UK multilateral trading facility, EU or UK organised trading facility or via a systematic internaliser). The sustainability of LIBOR has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of benchmark reforms) for market participants to continue contributing to such benchmarks and similarly, EURIBOR is undergoing reforms.

It is not possible to predict with certainty whether, and to what extent, LIBOR and EURIBOR will continue to be supported going forwards and in particular whether LIBOR will cease to exist entirely after the end of 2021. Amongst other developments, relevant authorities are strongly encouraging the transition away from Interbank Offered Rates ("**IBORs**"), such as LIBOR and EURIBOR, and have identified "risk free rates" to eventually take the place of such IBORs as primary benchmarks. This includes (i) for sterling LIBOR, a reformed Sterling Overnight Index Average ("**SONIA**"), so that SONIA may be established as the primary sterling interest rate benchmark by the end of 2021, (ii) for EONIA and EURIBOR, a new Euro Short-Term Rate ("**€STR**") as the new euro risk free rate, and (iii) for USD LIBOR, the Secured Overnight Financing Rate ("**SOFR**") to be established as the primary U.S. dollar interest rate benchmark. The risk free rates have a different methodology and other important differences from the IBORs they will eventually replace and have little, if any, historical track record and may be subject to changes in their methodology. It is not known whether certain IBORs will continue long-term in their current form. Any of these developments could have a material adverse effect on the value of and return on Notes linked to any such rates. This may cause LIBOR and EURIBOR to perform differently than they

have done in the past, and may have other consequences which cannot be predicted. Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

In addition, the occurrence of an Administrator/Benchmark Event may cause early redemption or adjustment of the Notes which may include selecting one or more successor benchmarks and making related adjustments to the Notes, including if applicable to reflect increased costs. An Administrator/Benchmark Event may arise if any of the following circumstances occurs or may occur: (1) a benchmark is materially changed or cancelled, (2)(i) the relevant authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the benchmark or the administrator or sponsor of the benchmark is not obtained, (ii) an application for authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is rejected or (iii) any authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or inclusion in any official register is withdrawn or (3) it is not commercially reasonable to continue use of the benchmark due to licensing restrictions or increased licence costs or (4) a regulatory supervisor announces the benchmark is no longer, or as of a specified future date, will no longer be, representative of any relevant underlying market(s).

The market continues to develop in relation to SONIA, SOFR and €STR as reference rates

Where the Applicable Transaction Terms identifies that the Reference Rate will be determined by reference to Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR, the Reference Rate will be determined on the basis of a compounded daily rate unless Index Determination is specified as applicable. Prospective investors in any Notes referencing SONIA, SOFR or €STR should be aware that the market continues to develop in relation to SONIA, SOFR and €STR as reference rates in the capital markets and their adoption as an alternative to GBP-LIBOR, USD-LIBOR, and, EONIA and EURIBOR respectively.

The market or a significant part thereof may adopt an application of SONIA, SOFR or €STR that differs significantly from that set out in the Terms and Conditions and used in relation to Notes referencing SONIA, SOFR or €STR that are issued under the Programme. Furthermore, the Issuer may in future issue Notes referencing SONIA, SOFR or €STR that differ materially in terms of interest determination when compared with any previous SONIA-, SOFR- or €STR-referenced Notes issued under the Programme. The nascent development of compounded daily SONIA, SOFR and €STR as interest reference rates for the capital markets, as well as continued development of SONIA-, SOFR- and €STR-based rates for such markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of any SONIA-, SOFR-, or €STR-referenced Notes issued under the Programme from time to time.

To the extent the SONIA, SOFR or €STR rate is not published, the applicable rate to be used to calculate the Interest Rate on Notes referencing SONIA, SOFR or €STR, as applicable, will be determined using the fallback provisions set out in the Terms and Conditions. Any of these fallback provisions may result in interest payments that are lower than, or do not otherwise correlate over time with, the payments that would have been made on the Notes if the SONIA, SOFR or €STR rate had been so published.

U.S. Dividend Equivalent Withholding

Section 871(m) of the U.S. Internal Revenue Code, as amended (the "**Code**") causes a 30% withholding tax on amounts attributable to U.S. source dividends that are paid or "deemed paid" under certain financial instruments if certain conditions are met (such instruments, "**Specified Securities**"). If the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld. Prospective investors should refer to the section "*Taxation and Disclosure of Information in connection with Payments – U.S. Dividend Equivalent Withholding*".

For purposes of withholding under the U.S. Foreign Account Tax Compliance Act, commonly known as FATCA, Specified Securities are subject to a different grandfathering rule than other Notes. Prospective investors should refer to the section "*Taxation – Foreign Account Tax Compliance Act*".

The taking of any action under Law 11/2015 and its developing regulations could materially affect the value of any Notes. The Notes may also be subject to loss absorption through their permanent write-down and/or conversion into equity

The Bank Recovery and Resolution Directive (the "**BRRD**") and its implementation in Spain through Law 11/2015 (as amended, replaced or supplemented from time to time), Royal Decree 1012/2015, of 6 November, implementing Law 11/2015 (the "**RD 1012/2015**") and Regulation (EU) No. 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund (as amended, replaced or supplemented from time to time, the "**SRM Regulation**") and its developing regulations is designed to provide authorities with a credible set of tools to intervene sufficiently early and quickly in any relevant unsound or failing credit institution, investment firm, financial institution or holding company (each a "**relevant entity**") so as to ensure the continuity of the relevant entity critical financial and economic functions, while minimising the impact of a relevant entity's failure on the economy and financial system.

As provided in the BRRD, Law 11/2015 and its developing regulations contain four resolution tools and powers including bail-in which gives resolution authorities the power to write down and/or to convert certain claims of unsecured creditors of a failing relevant entity (which write-down may result in the reduction of such claims to zero) and to convert certain unsecured debt claims including the Notes to equity or other instruments of ownership (the "**general bail-in tool**"), which equity or other instruments could also be subject to any future write-down. Any application of the general bail-in tool under the BRRD shall be in accordance with the hierarchy of claims in normal insolvency proceedings. Accordingly, the impact of such application on holders of Notes will depend on their ranking in accordance with such hierarchy, including any priority given to other creditors such as depositors. The exercise of the general bail-in tool and the exercise of any such powers may result in such Noteholders losing some or all of their investment. Such application could also involve modifications, including alteration of the principal amount or any interest payable on the Notes, the maturity date or any other dates on which payments may be due, as well as the suspension of payments for a certain period, to or the disapplication of provisions in, the Terms and Conditions of the Notes. Furthermore, the determination that all or part of the principal amount of any Notes will be subject to loss absorption is likely to be inherently unpredictable and may depend on a number of factors which may also be outside of the institution's control. This determination will be made by the institution's regulators and there may be many factors, including factors not directly related to the institution, which could result in such a determination.

As a result, the exercise of any power under Law 11/2015 or any suggestion of such exercise could materially adversely affect the rights of Noteholders, the price or value of any Notes and/or the ability of the relevant Issuer and the Guarantor to satisfy their respective obligations under any Notes and the Guarantees.

To the extent any resulting treatment of holders of Notes pursuant to the exercise of the general bail-in tool is less favourable than would have been the case under such hierarchy in normal insolvency proceedings, a holder has a right to compensation under the BRRD based on an independent valuation of the relevant entity (which is referred to as the "no creditor worse off safeguard" under the BRRD). Any such compensation is unlikely to compensate that holder for the losses it has actually incurred and there is likely to be a considerable delay in the recovery of such compensation. Compensation payments (if any) are also likely to be made considerably later than when amounts may otherwise have been due under the Notes.

Noteholders may not be able to exercise their rights on an event of default in the event of the adoption of any early intervention or resolution measure under Law 11/2015 and the SRM Regulation

The Guarantor and, indirectly, the Issuer may be subject to a procedure of early intervention or resolution pursuant to the BRRD as implemented through Law 11/2015 and RD 1012/2015, and the SRM Regulation if the Guarantor or its group of consolidated credit entities is in breach (or due, among other things, to a rapidly deteriorating financial condition, it is likely in the near future to be in breach) of applicable regulatory requirements relating to solvency, liquidity, internal structure or internal controls or the conditions for resolution referred to in "*Additional information on the BRRD and SRM Regulation*" are met.

Any enforcement by a Noteholder of its rights under the Notes upon the occurrence of an Event of Default following the adoption of any resolution procedure will be subject to the relevant provisions of the BRRD, as implemented through Law 11/2015 and RD 1012/2015, and the SRM Regulation in relation to the exercise of the relevant measures and powers pursuant to such procedure, including the resolution tools and powers referred to in "*Additional information on the BRRD and SRM Regulation*". Any claims on the occurrence of an Event of

Default will consequently be limited by the application of any measures pursuant to the provisions of Law 11/2015 and RD 1012/2015, and the SRM Regulation. The taking of any such action could adversely affect the rights of Noteholders and the price or value of their investment in the Notes as well as the ability of the Issuer and/or the Guarantor to satisfy its obligations under the Notes or the Guarantee. The enforcement by a holder of any rights it may otherwise have on the occurrence of any Event of Default may be limited in these circumstances.

Prospective investors should refer to the "*Investment Considerations*" section and in particular the section entitled "*Legal and Regulatory Considerations*" for more information on the BRRD and SRM Regulation.

Risks Relating to the Spanish Insolvency Law

Law 22/2003 (*Ley Concursal*) dated 9 July 2003 ("**Law 22/2003**" or the "**Spanish Insolvency Law**"), which came into force on 1 September 2004 supersedes all pre-existing Spanish provisions which regulated the bankruptcy, insolvency (including suspension of payments) and any process affecting creditors' rights generally, including the ranking of its credits.

Law 22/2003 provides, among other things, that: (i) any claim may become subordinated if it is not reported to the insolvency administrators (*administradores concursales*) within one month from the last official publication of the court order declaring the insolvency (if the insolvency proceeding is declared as abridged, the term to report may be reduced to 15 days), (ii) provisions in a contract granting one party the right to terminate by reason only of the other's insolvency may not be enforceable, and (iii) interest (other than interest accruing under secured liabilities up to an amount equal to the value of the asset subject to the security) shall cease to accrue as from the date of the declaration of insolvency and any amount of interest accrued up to such date (other than any interest accruing under secured liabilities up to an amount equal to the value of the asset subject to the security) shall become subordinated.

Due to the deterioration of the Spanish economy, Law 38/2011 of 10 October implemented certain amendments to the Spanish Insolvency Law which, in certain instances, have the effect of modifying or impairing creditors' rights.

On 5 May 2020 Royal Legislative Decree 1/2020, which approves the consolidated text of the insolvency law was approved ("**RDL 1/2020**"). RDL 1/2020 will enter into force on 1 September 2020. As such, as from 1 September 2020, any reference to Law 22/2003 or to the Spanish Insolvency Law in this Base Prospectus shall be understood to be made to RDL 1/2020.

Risks Relating to the Issuer, the Guarantor and the Group

5. Risks Relating to the Issuer

Risk that funds lent by the Issuer to Group companies are not repaid

The Issuer is a finance vehicle established by the Guarantor for the purpose of issuing debt securities, preferred securities (*participaciones preferentes*) and other financial instruments and on-lending the proceeds to the Guarantor and its consolidated subsidiaries (the "**Group**" and references to "**we**", "**us**" or "**our**" should be construed as references to the Group). The Issuer is therefore dependent upon other members of the Group paying interest on and repaying their loans in a timely fashion. Should any Group member fail to pay interest on or repay any loan in a timely fashion this could have a material adverse effect on the ability of the Issuer to fulfil its obligations under Notes issued under the Programme which could have an adverse impact on the rights of Noteholders and the return on their investment.

The Issuer was incorporated under the Irish Companies Acts 1963 to 2013 and is subject to the Irish Companies Act 2014 (the "**2014 Act**") and as such may be wound up pursuant to the 2014 Act and/or be subject to examination, a court procedure which is available under the 2014 Act to facilitate the survival of Irish companies in financial difficulties.

Certain Creditors of the Issuer will rank in priority above Noteholders

Under Irish law, the claims of a limited category of preferential creditors will take priority over the claims of unsecured creditors and holders of floating security in the event of the appointment of a liquidator or a receiver to an Irish company such as the Issuer. These preferred claims include taxes, such as income tax and corporation tax payable before the date of appointment of the liquidator or receiver and arrear of value added tax, together with accrued interest thereon and claims of employees.

Risks in connection with examination

Examination is a court procedure available under the 2014 Act to facilitate the survival of Irish companies in financial difficulties.

The Issuer, the directors of the Issuer, a contingent, prospective or actual creditor of the Issuer, or shareholders of the Issuer holding, at the date of presentation of the petition, not less than one-tenth of the voting share capital of the Issuer, 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 his appointment and, in certain circumstances, can avoid a negative pledge given by the company prior to his appointment. Furthermore, he may sell assets which are the subject of a fixed charge. However, if such power is exercised he must account to the holders of the fixed charge for the amount realised and discharge the amount due to them out of the proceeds of sale.

During the period of protection, the examiner will compile 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 Irish Circuit Court or High Court (as appropriate) (each a "**Court**") when at least one class of creditors has voted in favour of the proposals and the relevant 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 Issuer, if the Agent represented the majority in number and value of claims within the secured creditor class (which would be likely given the restrictions agreed to by the Issuer in the Transaction Documents), the Agent would be in a position to vote against any proposal not in favour of the Noteholders. The Agent would also be entitled to argue at the relevant Court hearing at which the proposed scheme of arrangement is considered that the proposals are unfair and inequitable in relation to the Noteholders, especially if such proposals included a writing down to the value of amounts due by the Issuer to the Noteholders.

The primary risks to the Noteholders if any examiner were to be appointed with respect to the Issuer are as follows:

1. the potential for a scheme of arrangement being approved involving the writing down of the debt due by the Issuer to the Noteholders;
2. the potential for the examiner to seek to set aside any negative pledge in the Notes or the Transaction Documents prohibiting the creation of security or the incurring of borrowings by the Issuer to enable the examiner to borrow to fund the Issuer during the protection period; and
3. in the event that a scheme of arrangement is not approved and the Issuer subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of the Issuer and approved by the relevant Court) will take priority over the amounts secured or unsecured owing to the Noteholders.

6. Macro-Economic and Political Risks

The Group's growth, asset quality and profitability may be adversely affected by volatile macroeconomic and political conditions.

Geographical exposure of the loan book

The Group's loan portfolio is concentrated mainly in Europe (in particular, Spain and the UK), North America (in particular the United States) and South America (in particular Brazil). At 31 December 2019, Europe accounted for 72 per cent. of our total loan portfolio (Spain accounted for 20 per cent. of our total loan portfolio and the UK, where the loan portfolio consists primarily of residential mortgages, 29 per cent.), North America accounted for 14 per cent. (of which the United States represents 10 per cent. of our total loan portfolio) and South America accounted for 13 per cent. (of which Brazil represents 8 per cent. of our total loan portfolio). Accordingly, the recoverability of these loan portfolios in particular, and our ability to increase the amount of loans outstanding and our results of operations and financial condition in general, are dependent to a significant extent on the level of economic activity in Europe (in particular, Spain and the UK), North America and South America.

Economic slowdown, recession or depression

A return to recessionary conditions in the economies of Europe (in particular, Spain and the UK), the United States or some of the South American countries in which the Group operates, would likely have a significant adverse impact on the Group's loan portfolio and sovereign debt holdings and, as a result, on its financial condition, cash flows and results of operations.

Global economic conditions deteriorated significantly between 2007 and 2009, and some of the countries in which the Group operates fell into recession. Although most countries have recovered, this recovery may not be sustainable. A further recession could lead to major financial institutions suffering from major economic difficulties resulting in significant runs on deposits and therefore requiring government assistance and a reduction in the volume of funds such major financial institutions lend to their customers (including other financial institutions). If, as a result, capital market funding is no longer possible or becomes excessively onerous, the Group could be forced to raise the interest rates it pays on deposits, which could ultimately prevent it from meeting the maturities of some of its commitments. A significant increase in funding costs or greater difficulties in accessing capital markets or an increase in the rates the Group pays for deposits could have a material adverse effect on the Group's interest margins and liquidity.

The Group's results are also affected by other market conditions on a global and local scale. The increase in protectionism over the last few years could contribute to the debilitation of international trade, which could affect the Group's traditional business lines. In addition, any tension or uncertainty in the context of international commerce, such as was the case between the United States and China in 2018 and 2019, could have a negative impact on the Group's operations and results. Furthermore, the immigration policies of different countries, including the United States, could change as a result. Since December 2019, a new variety of coronavirus has spread in China and other countries, causing uncertainty in relation to the potential impact of the virus on the global and local economic activity – see *"The decrease in the Group's economic activity and international commerce as a result of the Covid-19 could materially impact the Group"* below. An increase in protectionism or trade tensions, higher barriers to immigration and the uncertainty caused by the effects of the coronavirus could have a negative impact on the economies of the countries in which the Group operates, which could affect its operating results, financial situation and business prospects as well as the Guarantor's ability to fulfil its obligations under the Guarantee.

In particular, the Group including the Guarantor faces, among others, the following risks related to the economic downturn:

- (i) Reduced demand for our products and services.
- (ii) Increased regulation of our industry. Compliance with such regulation will continue to increase the Group's costs and may affect the pricing for our products and services, increase its conduct and regulatory risks related to non-compliance and limit its ability to pursue business opportunities.
- (iii) Inability of the Group's and the Guarantor's borrowers to timely or fully comply with their existing obligations. Macroeconomic shocks may negatively impact the household income of the Group's and the Guarantor's retail customers and may adversely affect the recoverability of its retail loans, resulting in increased loan losses.
- (iv) The process the Group and the Guarantor's uses to estimate losses inherent in our credit exposure requires complex judgments, including forecasts of economic conditions and how these economic conditions might impair the ability of our borrowers to repay their loans. The degree of uncertainty concerning economic conditions may adversely affect the accuracy of the Group's and the Guarantor's estimates, which may, in turn, impact the reliability of the process and the sufficiency of its loan loss allowances.
- (v) The value and liquidity of the Group's and the Guarantor's portfolio of investment securities may be adversely affected.

The European Union

In the EU the principal concern today is the risk of a slowdown in the economic activity, because the tax and financial integration, although not completed, has limited an individual country's ability to address potential economic crises with its own fiscal and monetary policies. In the past, the ECB and European Council have taken actions with the aim of reducing the risk of contagion in the eurozone and beyond and improving economic and financial stability. However, these measures have not been normalised at this stage. A further economic downturn,

in an environment where the ECB and the European Council have not standardised the measures implemented, limits the EU's ability to face it.

A further deterioration of the national economies could lead to an increase in the risk of non-payment of their corresponding sovereign debt. A significant number of financial institutions throughout Europe have substantial exposures to sovereign debt issued by eurozone (and other) nations, which may be under financial stress. Should any of those nations default on their debt, or experience a significant widening of credit spreads, major financial institutions and banking systems throughout Europe could be adversely affected, with wider possible adverse consequences for global financial market conditions.

The Group's net exposure to sovereign debt at 31 December 2019 amounted to €136,377 million (9 per cent. of its total assets at that date) of which the main exposures in the Eurozone relate to Spain and Portugal with net exposure of €35,366 million (of which €19,961 million were financial assets at fair value through other comprehensive income) and €8,689 million, respectively.

The risk of returning to a fragile and volatile environment and to political tensions exists if current ECB policies in place are quickly reversed, the reforms aimed at improving productivity and competition do not progress, the closing of the banking union and other measures of integration is not deepened or anti-European groups succeed.

South America

The economies of some of the countries where the Group operates, particularly in South America, have experienced significant volatility in recent decades. This volatility resulted in fluctuations in the levels of deposits and in the relative economic strength of various segments of the economies to which the Group lends. In addition, some of the countries where the Group operates are particularly affected by commodities price fluctuations, which in turn may affect financial market conditions through exchange rate fluctuations, interest rate volatility and deposits volatility. Negative and fluctuating economic conditions, such as slowing or negative growth and a changing interest rate environment, could impact the Group's profitability by causing lending margins to decrease and credit quality to decline and leading to decreased demand for higher margin products and services. As of 31 December 2019, South America contributed 17 per cent. of the Group assets and 48 per cent. of the total operating areas' underlying profit attributable to the parent.

The decrease in the Group's economic activity and international commerce as a result of the Covid-19 could materially impact the Group

Since December 2019 a new strain of coronavirus ("**Covid-19**") has spread from China gradually to the rest of the world, mainly the Middle East, Europe (including Spain and the UK) and the United States, among others, causing sharp declines on stock markets, a global slowdown in activity and a high level of uncertainty due to its possible impact in the medium and long term on local and global economic activity.

On 17 March 2020, the Group announced that, although it was early to estimate the impact of Covid-19, it did not expect a significant hit to business activity in the first quarter of 2020 due to the Covid-19 and that the effects would in any case depend on how the situation develops. In a V-shaped scenario of relatively minor impact, at that date the Group estimated a reduction in the order of 5 per cent. in results for 2020, without considering mitigating measures.

On 23 March 2020, Banco Santander announced that (i) the Board of Directors will consolidate any dividend payment from 2020 earnings into a single payment in May 2021, (ii) Santander has created a fund for the whole Group, financed by a reduction in senior management and board compensation, to which other employees can also contribute, to provide medical equipment and supplies to help limit the spread of the virus, and (iii) Santander's chair, Ana Botín, and chief executive officer, José Antonio Álvarez, have agreed to reduce their total compensation (salary and bonus) for 2020 by 50 per cent.

On 27 March 2020, Fitch Ratings confirmed the rating for Banco Santander's long-term deposits and debt changing the outlook from stable to negative in view of the economic consequences that the Covid-19 crisis may have on the rating in the medium term. On 29 April 2020, Standard & Poor's announced the same change of Banco Santander's outlook (from stable to negative) owing to the economic impact that the lockdown measures due to Covid-19 may have on the rating in the medium term (see "*Risks Relating to the Issuer and the Group Business - Liquidity and funding risks - A rating downgrade could increase the cost of funding or require the Group to provide additional guarantees in relation to some of its derivatives contracts and other contracts entered into, which could have a material adverse effect*").

On 28 April 2020, the Group announced that it had set aside provisions of €1.6 billion in the first quarter of 2020 due to the projected downturn in macro-economic conditions as a result of the healthcare crisis caused by the Covid-19 pandemic. These provisions are based on an early estimate of loan losses due to the pandemic. However, as of today, due to the high level of uncertainty and quickly changing situation, it is still too soon to know what all the economic effects of the crisis will be or draw conclusions in this respect.

The fall in economic activity and in international trade due to the effects of Covid-19 is having a material adverse effect on the economies of the countries where the Group operates. This worsening economic situation, tied to the negative impact that could be caused by greater protectionism, tensions in international trade or barriers to immigration, could have a material adverse effect on the Group's operating results, financial position and business outlook.

Political developments in the UK could have a material adverse effect on the Group.

On 23 June 2016, the UK held a referendum (the "**UK EU Referendum**") on its membership of the EU, in which a majority voted for the UK to leave the EU and the UK formally left the European Union on 31 January 2020. Following such exit the UK has entered into a transition period ending on 31 December 2020, for the purpose of negotiating its future relationship with the EU. During the transition period, for most practical intents and purposes, the UK is subject to EU rules.

Under the withdrawal agreement, which sets out the basic terms of the UK's departure, the UK and EU may agree before 1 July 2020 to extend the transition period for 1 or 2 years but the House of Common voted on 20 December 2019 against any further extension. In the event that no agreement is reached between the UK and EU in negotiations, nor any extension to the transition period is agreed, a no-deal exit will occur on 31 December 2020.

The continuing uncertainty surrounding the outcome of the UK's exit from the EU had an effect on the UK economy throughout 2019. The economy started to contract in 2019, with manufacturing in particular struggling. Consumer and business confidence indicators have continued to fall, for example, the GfK consumer confidence index still remains negative at -13 in June 2019. This has had a significant impact on consumer spending and investment, both of which are vital components of economic growth.

The outcome of the UK's exit from the EU remains unclear; however, an end to the transition period with no deal agreed continues to remain a possibility and the consensus view is that this would have a negative impact on the UK economy, affecting its growth prospects, based on scenarios put forward by such institutions as the Bank of England, the HM Government and other economic forecasters.

While the longer-term effects of the UK's departure from the EU are difficult to predict, there is short term political and economic uncertainty. The Governor of the Bank of England warned that a no-deal exit could lead to considerable financial instability, a very significant fall in property prices, rising unemployment, depressed economic growth, higher inflation and interest rates. The Governor also warned that the Bank would not be able to apply interest rate reductions. This could inevitably affect the UK's attractiveness as a global investment centre and would likely have a detrimental impact on UK economic growth.

If a no-deal exit did occur it would be likely that the UK's economic growth would slow significantly, and it would be possible that there would be severe adverse economic effects.

The UK's departure from the EU has also given rise to further calls for a second referendum on Scottish independence and raised questions over the future status of Northern Ireland. These developments, or the perception that they could occur, could have a material adverse effect on economic conditions and the stability of financial markets in the UK, and could significantly reduce market liquidity and restrict the ability of key market participants to operate in certain financial markets.

Asset valuations, currency exchange rates and credit ratings have been subject to increased market volatility as the negotiation of the terms of the UK's exit from the EU continues. The major credit rating agencies changed their outlook to negative on the UK's sovereign credit rating following the UK EU Referendum, and that has not changed. In addition, the Group's business in the UK is subject to substantial EU-derived regulation and oversight. Although legislation has now been passed transferring the EU acquis into UK law, there remains significant uncertainty as to the respective legal and regulatory environments in which Santander UK and its subsidiaries will operate when the transition period ends and the basis on which cross-border financial business will take place.

Operationally, Santander UK and other financial institutions may no longer be able to rely on the European passporting framework for financial services, and it is unclear what alternative regime may be in place following

the end of the transition period. This uncertainty, and any actions taken as a result of this uncertainty, as well as new or amended rules, may have a significant impact on the Group's operating results, financial condition and prospects.

Continued ambiguity relating to the UK's withdrawal from the EU, along with any further changes in government structure and policies, may lead to further market volatility and changes to the fiscal, monetary and regulatory landscape in which Santander UK operates and could have a material adverse effect on the Group, including its ability to access capital and liquidity on financial terms acceptable to the Group and, more generally, on its operations, financial condition and prospects.

As of 31 December 2019, Santander UK contributed 22 per cent. of the Group assets and 11 per cent. of the total operating areas underlying profit attributable to the parent.

7. Risks Relating to the Group's Business

Risks deriving from the acquisition of Banco Popular Español, S.A.

The Guarantor's acquisition of the entire share capital of Banco Popular Español, S.A. could be the subject of appeals or claims of any kind, the result of which could be a material adverse change for the Guarantor and the Group

On 7 June 2017, the Guarantor acquired the entire share capital of Banco Popular Español, S.A. ("**Banco Popular**") in execution of the resolution of the Steering Committee of the Spanish banking resolution authority ("**FROB**") on that same date (the "**FROB resolution**").

Pursuant to the FROB resolution, (a) all of the ordinary shares of Banco Popular outstanding prior to the date of that decision were immediately cancelled to create a non-distributable voluntary reserve; (b) a capital increase was effected with no preemptive subscription rights, to convert all of Banco Popular's Additional Tier 1 capital instruments into shares of Banco Popular; (c) the share capital was reduced to zero euros through the cancellation of the shares derived from the conversion described in point (b) above to create a non-distributable voluntary reserve (d) a capital increase with no preemptive subscription rights was effected to convert all of Banco Popular's Tier 2 regulatory capital instruments into Banco Popular shares; and (e) all Banco Popular shares deriving from the conversion described in point (d) above were acquired by the Guarantor for a total consideration of €1.

Since Banco Popular's declaration of resolution, the cancellation and conversion of its capital instruments, and the subsequent transfer to the Guarantor of the shares resulting from that conversion through the resolution tool of selling the entity's business, all under the rules of the single resolution framework indicated above, have no precedent in Spain or in any other Member States, appeals against the FROB's decision cannot be ruled out, nor can claims against Banco Popular, the Guarantor or other entities of the Group derived from or related to the acquisition of Banco Popular. Various investors, advisors or financial institutions have announced their intention to explore, and, in some cases, have already filed various claims relating to the acquisition of Banco Popular. As to those possible appeals or claims, it is not possible to anticipate the specific demands that might be made, or their financial impact (particularly as any such claims may not quantify their demands, may make new legal interpretations or may involve a large number of parties). The success of those appeals or claims could affect the acquisition of Banco Popular, including the payment of indemnification or compensation or settlements, and in any of those events have a material adverse effect on the results and financial condition of the Guarantor and the Group. The estimated cost of potential compensations to Banco Popular shareholders recorded in the 2017 financial statements amounted to €680 million, of which €535 million were applied to the fidelity action.

It is also possible that, as a result of the acquisition of Banco Popular, its directors, officers or employees and the entities controlled by Banco Popular may be the subject of claims, including, but not limited to, claims derived from investors' acquisition of Banco Popular shares or capital instruments prior to the FROB Resolution (including specifically, but also not limited to, shares acquired in the context of the capital increase with preemptive subscription rights effected in 2016), which could have a material adverse effect on the results and financial condition of the Group. In this regard, on 3 April 2017, Banco Popular submitted a material fact (*hecho relevante*) to the Comisión Nacional del Mercado de Valores (the "**CNMV**" or "**Spanish Securities Market Commission**") reporting some corrections that its internal audit unit had identified in relation to several figures in its financial statements for the year ended 31 December 2016. The board of directors of Banco Popular, being responsible for said financial statements, considered that, following a report of the audit committee, the circumstances did not represent, on an individual basis or taken as a whole, a significant impact that would justify the restatement of Banco Popular's financial statements for the year ended 31 December 2016. Notwithstanding the foregoing, Banco

Popular is exposed to possible claims derived from the isolated items identified in the aforesaid material fact or others of an analogous nature, which, if they were to materialise and be upheld, could have a material adverse effect on the results and financial condition of the Guarantor and the Group.

At 31 December 2017, Banco Popular had a 9 per cent. share of the Group's total assets. Banco Popular was absorbed by the Guarantor in September 2018.

The integration of Banco Popular into the Group is complex and might fail to provide the expected results and synergies.

On 28 September 2018, the Banco Popular absorption merger took place by the Guarantor. The integration of Banco Popular and its group of companies into the Group is difficult and complex and the costs, profits and synergies derived from that integration may not be in line with expectations. For example, the Guarantor is facing difficulties and obstacles as a result of, among other things, the integration of the operating and administrative systems, and the control and risk management systems at the two banks, or the integration and harmonizing of different procedures and specific business operating systems and financial, information and accounting systems or any other systems of the two groups; and is facing losses of customers or assuming contract terminations with various counterparties and for various reasons, which might result in costs or losses of income that are unexpected or in amounts higher than anticipated.

Similarly, the integration process is also causing changes or redundancies, especially in the Group's business in Spain and Portugal, as well as additional or extraordinary costs or losses of income that make it necessary to make adjustments in the business or in the resources of the entities. All these circumstances could have a material adverse effect on the results and financial condition of the Guarantor and the Group and in particular, the Guarantor's ability to fulfil its commitments under the Guarantee.

A number of individual and class actions have been brought against Banco Popular in relation to floor clauses ("cláusulas suelo"). If the cost of these actions is higher than the provisions made, this could have material adverse impact on the Group's results and financial situation.

Floor clauses ("cláusulas suelo") are clauses whereby the borrower agrees to pay a minimum interest rate to the lender regardless of the applicable benchmark rate. Banco Popular has included floor clauses in certain asset transactions with customers.

The estimates for these provisions and the estimate for maximum risk associated with the aforementioned floors clauses were made by Banco Popular based on the hypotheses, assumptions and premises it considered to be reasonable. On the basis of these estimates, Banco Popular made extraordinary provisions to cover the effect of the potential repayment of the excess interest charged by applying the floor clauses.

The Group estimated that the maximum risk associated with the floor clauses applied in its contracts with consumers, using a scenario that it considers to be more severe and not probable, would amount to approximately €900 million, as initially measured and without considering the returns performed.

However, the Group's estimates which were used as a basis for calculating provisions may not be complete, may not have taken into account the entire group of customers or former customers that could raise claims for this concept, or may have omitted other circumstances that may be relevant for the purposes of determining the impact of the floor clauses of Banco Popular and its group or the chances of success of claims in relation to floor clauses. Consequently, the provisions made by Banco Popular or the estimates of the maximum risk may be exceeded. An increase in the current level of provisions to reflect the impact of the different actions relating to floor clauses or to face additional liabilities would entail higher costs for the entity. This could have a material adverse impact on the Group's results and financial situation.

Legal, regulatory and compliance risks.

The Group is exposed to the risk of losses arising from legal and regulatory proceedings.

The Group faces risk of loss from legal and regulatory proceedings, including tax proceedings, that could subject it to monetary judgments, regulatory enforcement actions, fines and penalties. The current regulatory and tax enforcement environment in the jurisdictions in which the Group operates reflects an increased supervisory focus on enforcement, combined with uncertainty about the evolution of the regulatory regime, and may lead to material operational and compliance costs.

The Group is from time to time subject to regulatory investigations and civil and tax claims, and party to certain legal proceedings incidental to the normal course of our business, including in connection with conflicts of interest, lending securities and derivatives activities, relationships with our employees and other commercial or tax matters. In view of the inherent difficulty of predicting the outcome of legal matters, particularly where the claimants seek very large or indeterminate damages, or where the cases present novel legal theories, involve a large number of parties or are in the early stages of investigation or discovery, the Group cannot state accurately what the eventual outcome of these pending matters will be or what the eventual loss, fines or penalties related to each pending matter may be.

The amount of the Group's reserves in respect of these matters is substantially less than the total amount of the claims asserted against us and, in light of the uncertainties involved in such claims and proceedings, there is no assurance that the ultimate resolution of these matters will not significantly exceed the reserves currently accrued by the Group. As a result, the outcome of a particular matter may be material to the Group's operating results for a particular period. As of 31 December 2019, the Group had provisions for taxes, other legal contingencies and other provisions for €5,508 million.

The Group including the Guarantor is subject to substantial regulation and regulatory and governmental oversight which could adversely affect its business, operations and financial condition.

As a financial institution, the Group including the Guarantor is subject to extensive regulation, which materially affects its businesses.

In Spain and the other jurisdictions where the Group including the Guarantor operates, there is continuing political, competitive and regulatory scrutiny of the banking industry. Political involvement in the regulatory process, in the behaviour and governance of the banking sector and in the major financial institutions in which the local governments have a direct financial interest and in their product and services, and the prices and other terms they apply to them, is likely to continue. Therefore, the statutes, regulations and policies to which the Group including the Guarantor is subject may be therefore changed at any time. In addition, the interpretation and the application by regulators of the laws and regulations to which the Group is subject may also change from time to time. Extensive legislation and implementing regulation affecting the financial services industry has recently been adopted in regions that directly or indirectly affect the Group's business, including Spain, the United States, the EU, the UK, Latin America and other jurisdictions, and further regulations are in the process of being implemented. The manner in which those laws and related regulations are applied to the operations of financial institutions is still evolving. Moreover, to the extent these regulations are implemented inconsistently in the various jurisdictions in which the Group operates, it may face higher compliance costs. Any legislative or regulatory actions and any required changes to its business operations resulting from such legislation and regulations, as well as any deficiencies in its compliance with such legislation and regulation, could result in significant loss of revenue, limit its ability to pursue business opportunities in which the Group might otherwise consider engaging and provide certain products and services, affect the value of assets that it holds, require the Group to increase its prices and therefore reduce demand for its products, impose additional compliance and other costs on the Group or otherwise adversely affect its businesses.

In particular, legislative or regulatory actions resulting in enhanced prudential standards, in particular with respect to capital and liquidity, could impose a significant regulatory burden on the Guarantor or on its bank subsidiaries and could limit the bank subsidiaries' ability to distribute capital and liquidity to the Guarantor, thereby negatively impacting the Guarantor. Future liquidity standards could require the Guarantor to maintain a greater proportion of its assets in highly-liquid but lower-yielding financial instruments, which would negatively affect its net interest margin. Moreover, the Guarantor's regulatory and supervisory authorities, periodically review the Guarantor's allowance for loan losses. Such regulators may recommend the Guarantor to increase its allowance for loan losses or to recognise further losses. Any such additional provisions for loan losses, as recommended by these regulatory agencies, whose views may differ from those of the Guarantor's management, could have an adverse effect on the Guarantor's earnings and financial condition. Accordingly, there can be no assurance that future changes in regulations or in their interpretation or application will not adversely affect the Group.

The wide range of regulations, actions and proposals which most significantly affect the Group, or which could most significantly affect the Group in the future, relate to capital requirements, funding and liquidity and development of a fiscal and banking union in the EU. Moreover, there is uncertainty regarding the future of financial reforms in the United States and the impact that potential financial reform changes to the U.S. banking system may have on ongoing international regulatory proposals. In general, regulatory reforms adopted or proposed in the wake of the financial crisis have increased and may continue to materially increase the Group's operating costs and negatively impact the Group's business model. Furthermore, regulatory authorities have

substantial discretion in how to regulate banks, and this discretion, and the means available to the regulators, have been increasing during recent years. Regulation may be imposed on an ad hoc basis by governments and regulators in response to a crisis, and these may especially affect financial institutions such as that are deemed to be a global systemically important institution ("G-SII").

Increasingly stricter capital regulations and potential requirements could have an impact on the functioning of the Group and its businesses

Increasingly onerous capital requirements constitute one of the Guarantor's main regulatory challenges. Increasing capital requirements may adversely affect the Guarantor's profitability and create regulatory risk associated with the possibility of failure to maintain required capital levels.

In 2011, the framework known as Basel III, which is a full set of reform measures to strengthen the regulation, supervision and risk management of the banking sector, was introduced. This aimed to boost the banking sector's ability to absorb impacts caused by financial and economic stress, improve risk management and corporate governance, and improve banking transparency and disclosures. Concerning capital, Basel III redefines available capital at financial institutions (including new deductions and raising the requirements for eligible equity instruments), tightens the minimum capital requirements, compels financial institutions to operate permanently with surplus capital (capital "buffers"), and includes new requirements for the risks considered.

The amendments to the solvency requirements of credit institutions and various transparency regulations, from the practical standpoint, grant priority to high-quality capital (Common Equity Tier 1 or "CET1"), introducing stricter eligibility criteria and more stringent ratios, in a bid to guarantee higher standards of capital adequacy in the financial sector.

The ECB is required under Council Regulation (EU) No 1024/2013 of 15 October 2013 conferring specific tasks on the ECB concerning policies relating to the prudential supervision of credit institutions (the "**SSM Regulation**") to carry out a supervisory review and evaluation process (the "**SREP**") at least on an annual basis. In connection with this, the Guarantor announced on 11 December 2019 that it had received from the ECB its decision regarding prudential minimum capital requirements as of 1 January 2020, following the results of SREP. The ECB decision requires the Guarantor to maintain a CET1 capital ratio of at least 9.7 per cent. on a consolidated basis. The 9.7 per cent. CET1 capital requirement includes: the minimum Pillar 1 requirement (4.5 per cent.); the Pillar 2 requirement (1.5 per cent.); the capital conservation buffer (2.5 per cent.); the requirement deriving from its consideration as a G-SII (1.0 per cent.) and the counter-cyclical buffer (0.2 per cent.). The ECB decision also requires that the Guarantor maintains a CET1 capital ratio of at least 8.6 per cent. on an individual basis. Taking into account the Guarantor's consolidated and individual current capital levels, these capital requirements do not imply any limitations on distributions in the form of dividends, variable remuneration and payments to holders of the Issuer's AT1 instruments. As of 31 December 2019, the Guarantor's total capital ratio was 15.05 per cent. on a consolidated basis and the Guarantor's CET1 capital ratio was 11.65 per cent. on a consolidated basis (data calculated using the IFRS 9 transitional arrangements. Had the IFRS 9 transitional arrangement not been applied, the total impact on the fully loaded CET1 at year end would have been -24 bps.).

In addition, the Guarantor shall comply with the TLAC/MREL Requirements (as defined in "*Legal and Regulatory Considerations*" below). The Guarantor announced on 28 November 2019 that it had received formal notification from the Bank of Spain of its binding minimum TLAC/MREL Requirements, both total and subordinated, for the resolution group of the Guarantor at a sub-consolidated level, as determined by the SRB. The total TLAC/MREL Requirement has been set at 16.81 per cent. of the resolution group's total liabilities and own funds, which as a reference of the resolution group's risk weighted assets at 31 December 2017 would be 28.60 per cent. and is equivalent to an amount at 31 December 2017 of EUR108,631.8 million. The subordination requirement has been set at 11.48 per cent. of the resolution group's total liabilities and own funds, which as a reference of this resolution group's risk weighted assets at 31 December 2017 would be 19.53 per cent. and is equivalent to an amount at 31 December 2017 of EUR74,187.57 million. These requirements apply since 1 January 2020. According to the Guarantor's estimates, the resolution group complies with this total TLAC/MREL Requirements and the subordination requirement. Future requirements are subject to ongoing review by the resolution authority.

In this regard, there can be no assurance that the application of the existing regulatory requirements, standards or recommendations will not require the Guarantor to issue additional securities that qualify as own funds or eligible liabilities, to maintain a greater proportion of its assets in highly-liquid but lower-yielding financial instruments, to liquidate assets, to curtail business or to take any other actions, any of which may have a material adverse effect on the Group's business, results of operations and/or financial position.

Any failure by the Guarantor and/or the Group to maintain its Pillar 1 minimum regulatory capital ratios and any Pillar 2 additional capital requirements could result in administrative actions or sanctions (including restrictions on Discretionary Payments), which, in turn, may have a material adverse impact on the Group's results of operations.

Moreover, it should not be disregarded that new and more demanding additional regulatory requirements, standards or recommendations may be applied in the future.

All the applicable regulations and the approval of any other regulatory requirements could have an adverse effect on the Group's activities and operations, and most particularly affect the ability of the Guarantor to distribute dividends. Therefore, these regulations could have a material adverse effect on the Group's business, results of operations and/or financial position and the Guarantor's ability to fulfil its obligations under the Guarantee.

The Group is exposed to tax risks that could have a negative impact on it.

The preparation of the Group's tax statements and the process of establishing tax provisions involve the use of estimates and interpretations of laws and tax regulations, which are complex and subject to review by the tax authorities. Lengthy administrative or judicial proceedings by the tax authorities may have a material adverse effect on the Group's results.

In addition, governments in various jurisdictions seek to locate new sources of tax revenue and have recently focused on the financial sector. In particular, (i) the increase in the tax rates required by several political authorities/bodies at national and global level; (ii) the changes in the calculation of the tax bases — such as the proposal to limit the dividend exemption provided for in the proposal for the Spanish State Budget Law 2019, which would have led to the approval of 5 per cent. of the taxes distributed to the Group's Spanish companies and not exempted from corporate income tax; or (iii) the creation of new taxes — such as the financial transactions tax proposed by the EU Commission (see "*Considerations in relation to the proposed Financial Transaction Tax (the "EU FTT")*" below)— may have material adverse effects on the Group's business, financial situation and operational performance.

The Group may not be able to detect or prevent money laundering and other criminal financial activities fully or on a timely basis, which could expose it to additional liability and have a material adverse effect on it.

The Group is required to comply with applicable anti-money laundering ("AML"), anti-terrorism, anti-bribery and corruption, sanctions and other laws and regulations applicable to us, both domestic and international. These regulations are becoming more complex and compliance with them requires automated systems, sophisticated monitoring and skilled compliance personnel.

The Group's ability to comply with the legal requirements depends on its ability to improve detection and reporting capabilities and reduce variation in control processes and oversight accountability. These require implementation and embedding within the Group's business effective controls and monitoring, which in turn requires on-going changes to systems and operational activities.

Even known threats can never be fully eliminated, and there will be instances where the Group may be used by other parties to engage in money laundering and other illegal or improper activities. In addition to the above, (i) financial crime is constantly evolving; (ii) emerging technologies, such as cryptocurrencies and blockchain, could limit the Group's ability to track the movement of funds; and (iii) the Group relies heavily on its employees and external suppliers to mitigate any threat.

If the Group is unable to fully comply with applicable laws and regulations and expectations, its regulators and relevant law enforcement agencies have the ability and authority to impose significant fines and other penalties on the Group, including requiring a complete review of its business systems, day-to-day supervision by external consultants and ultimately the revocation of its banking license.

Any of the above actions, or the possibility or rumour that any of them may occur, even if not certain, could seriously harm the Santander brand and the Group's reputation, which could have a material adverse effect on the Group's operating results, financial condition and prospects.

Liquidity and funding risks.

Liquidity and funding risks are inherent in the Group's business and could have a material adverse effect on the Group.

Liquidity risk is the risk that the Group either does not have available sufficient financial resources to meet its obligations as they fall due or can secure them only at excessive cost. This risk is inherent in any retail and commercial banking business and can be heightened by a number of enterprise-specific factors, including over-reliance on a particular source of funding, changes in credit ratings or market-wide phenomena such as market dislocation. While the Group has in place liquidity management processes to seek to mitigate and control these risks as well as a model based on autonomous subsidiaries in terms of capital and liquidity which limits the possibility of contagion between its units, unforeseen systemic market factors make it difficult to eliminate completely these risks. Constraints in the supply of liquidity, including in inter-bank lending, could materially and adversely affect the cost of funding its business, and extreme liquidity constraints may affect the Group's current operations and its ability to fulfil regulatory liquidity requirements, as well as limit growth possibilities.

The Group's cost of obtaining funding is directly related to prevailing interest rates and to its credit spreads. Increases in interest rates and/or in the Group's credit spreads can significantly increase the cost of its funding. Credit spreads variations are market-driven and may be influenced by market perceptions of the Group's creditworthiness. Changes to interest rates and the Group's credit spreads occur continuously and may be unpredictable and highly volatile.

The Group relies, and will continue to rely, primarily on retail deposits to fund lending activities. The ongoing availability of this type of funding is sensitive to a variety of factors beyond the Group's control, such as general economic conditions and the confidence of retail depositors in the economy and in the financial services industry, and the availability and extent of deposit guarantees, as well as competition for deposits between banks or with other products, such as mutual funds. Any of these factors could significantly increase the amount of retail deposit withdrawals in a short period of time, thereby reducing the Group's ability to access retail deposit funding on appropriate terms, or at all, in the future. If these circumstances were to arise, this could have a material adverse effect on the Group's operating results, financial condition and prospects.

Historically, the Group's main source of funding has been customer deposits (demand, forward and prior notice). Customer deposits represent 58 per cent., 58 per cent. and 58 per cent. of the Group's total liabilities at year-end 2019, 2018 and 2017, respectively. Term deposits, including repos, accounted for 28.6 per cent., 29.7 per cent. and 32.5 per cent. of total customer deposits at year-end 2019, 2018 and 2017, respectively. Fixed-term deposits for significant amounts may be a less stable source of funding than others.

Central banks have taken extraordinary measures to increase liquidity in the financial markets as a response to the financial crisis. If current facilities were rapidly removed or significantly reduced, this could have an adverse effect on the Group's ability to access liquidity and on the Group's funding costs.

Santander cannot assure that in the event of a sudden or unexpected shortage of funds in the banking system, the Group will be able to maintain levels of funding without incurring high funding costs, a reduction in the term of funding instruments or the liquidation of certain assets. If this were to happen, the Group could be materially adversely affected.

Moreover, if Santander is unable to maintain its funding levels or if there is a sudden or unexpected shortage of funds, or the market's perception that this may occur, it may generate episodes of high volatility or demand for the Bank's securities, making it difficult or impossible to issue them by the Bank or sell them by investors, thus affecting their valuation and price in both cases.

In 2018, the liquidity coverage ratio ("**LCR**") was set at 100 per cent. At year-end 2019, the Group's LCR ratio stood at 147 per cent., comfortably exceeding the regulatory requirement. Although the requirement is only established at Group level, this minimum is also exceeded in the case of certain other subsidiaries, in particular, Banco Santander at 143 per cent., the UK at 145 per cent. and Brazil at 122 per cent.

As for the net stable funding ratio ("**NSFR**"), its final definition approved by the Basel Committee in October 2014 has not yet come into effect although it has been already introduced into CRR. The Group has defined a management limit of 100 per cent. for this metric at consolidated level and for almost all of its subsidiaries. In particular, at the end of 2019, the NSFR ratio for the Group was 112 per cent. while for the parent company it stood at 103 per cent., for the UK, 124 per cent., for Brazil, 112 per cent. and for the United States, 111 per cent.

A rating downgrade could increase the cost of funding or require the Group to provide additional guarantees in relation to some of its derivatives contracts and other contracts entered into, which could have a material adverse effect

Credit ratings affect the cost and other terms upon which the Group is able to obtain funding. Rating agencies regularly evaluate the Group, and their ratings of the Group's debt are based on a number of factors, including its financial strength and conditions affecting the financial services industry. In addition, due to the methodology of the main rating agencies, the Group's credit rating is affected by the rating of Spanish sovereign debt. If Spain's sovereign debt is downgraded, the Group's credit rating would also likely be downgraded by an equivalent amount.

There is no certainty that the rating agencies will maintain their current ratings or their outlook.

Any downgrade in the Group's debt credit ratings would likely increase its borrowing costs and require the Group to post additional collateral or take other actions under some of its derivative and other contracts, and could limit its access to capital markets and adversely affect the Group's commercial business. For example, a ratings downgrade could adversely affect the Group's ability to sell or market some of its products, engage in certain longer-term and derivatives transactions and retain its customers, particularly customers who need a minimum rating threshold in order to invest. In addition, under the terms of certain of the Group's derivative contracts and other financial commitments, it may be required to maintain a minimum credit rating or terminate such contracts or require the posting of collateral. Any of these results of a ratings downgrade could reduce the Group's liquidity and have an adverse effect on the Group, including its operating results and financial condition.

The Santander Group has been assigned the following credit ratings by the following agencies:

Rating agency	Long	Short	Last report date	Outlook
The Guarantor				
Fitch Ratings ⁽¹⁾	A-	F2	March 2020	Negative
Moody's ⁽²⁾	A2	P-1	April 2020	Stable
Standard & Poor's ⁽³⁾	A	A-1	April 2020	Negative
DBRS ⁽⁴⁾	A (High)	R-1 (Medium)	January 2020	Stable
Santander UK, plc				
Fitch Ratings ⁽¹⁾	A+	F1	April 2020	Negative
Moody's ⁽²⁾	Aa3	P-1	November 2019	Negative
Standard & Poor's ⁽³⁾	A	A-1	April 2020	Negative
Banco Santander (Brasil), S.A.				
Moody's ⁽²⁾	Ba3	-	February 2020	Stable
Standard & Poor's ⁽³⁾	BB-	B	April 2020	Stable

(1) Fitch Ratings España, S.A.U. (Fitch Ratings).

(2) Moody's Investor Service Spain, S.A. (Moody's).

(3) S&P Global Ratings Europe Limited (Standard & Poor's).

(4) DBRS Ratings Limited (DBRS).

The aforementioned rating agencies have been registered with the European Securities and Markets Authority ("ESMA") in accordance with the provisions of Regulation (EC) No. 1060/2009 of the European Parliament and of the European Council of 16 September 2009 on credit rating agencies.

The Group conducts substantially all of its material derivative activities through the Guarantor and Santander UK. Santander estimates that as of 31 December 2019, if all the rating agencies were to downgrade the Guarantor's long-term senior debt ratings by one notch the Group would be required to post up to €90 million in additional collateral pursuant to derivative and other financial contracts. A hypothetical two-notch downgrade would result in a further requirement to post up to €249 million in additional collateral. Santander estimates that as of 31 December 2019, if all the rating agencies were to downgrade Santander UK's long-term credit ratings by one notch, and thereby trigger a short-term credit rating downgrade, this could result in contractual outflows from Santander UK's total liquid assets of GBP 1.5 billion of cash and additional collateral that Santander UK would

be required to post under the terms of secured funding and derivatives contracts. A hypothetical two-notch downgrade would result in a further outflow of GBP 1.6 billion of cash and collateral under secured funding and derivatives contracts.

While certain potential impacts of these downgrades are contractual and quantifiable, the full consequences of a credit rating downgrade are inherently uncertain, as they depend upon numerous dynamic, complex and interrelated factors and assumptions, including market conditions at the time of any downgrade, which may continue to be negatively affected by the Covid-19 pandemic, whether any downgrade of the Group's long-term credit rating precipitates downgrades to the Group's short-term credit rating, and assumptions about the potential behaviours of various customers, investors and counterparties. Actual outflows could be higher or lower than the preceding hypothetical examples, depending upon certain factors including which credit rating agency downgrades the Group's credit rating, any management or restructuring actions that could be taken to reduce cash outflows and the potential liquidity impact from loss of unsecured funding (such as from money market funds) or loss of secured funding capacity. Although unsecured and secured funding stresses are included in the Group's stress testing scenarios and a portion of our total liquid assets is held against these risks, a credit rating downgrade could still have a material adverse effect on the Group.

In addition, if the Group were required to cancel its derivatives contracts with certain counterparties and were unable to replace such contracts, the Group's market risk profile could be altered.

There can be no assurance that the rating agencies will maintain the current ratings or outlooks. Failure to maintain favourable ratings and outlooks could increase the Group's cost of funding and adversely affect interest margins, which could have a material adverse effect on the Group.

Credit risk

Impairment of credit quality or insufficient provision for non-performing loans could have a material adverse effect on the Group.

Non-performing or low credit quality loans have in the past negatively impacted the Group's results of operations and could do so in the future. In particular, the amount of the Group's reported non-performing loans may increase in the future as a result of factors outside of its control, such as adverse changes in the credit quality of the Group's borrowers and counterparties or a general deterioration in economic conditions in the regions where the Group operates or in global economic and political conditions.

In line with these risks, the Guarantor makes accounting provisions annually. The Group's loan loss reserves are based on estimates that include factors outside the Group's control, and, therefore, it cannot assure that the Group's current or future loan loss reserves will be sufficient to cover actual losses. If the Group's assessment of and expectations concerning the above mentioned factors differ from actual developments, if the quality of its total loan portfolio deteriorates, for any reason, or if the future actual losses exceed the Group's estimates of expected losses, the Group may be required to increase its loan loss reserves, which may adversely affect the Group.

At 31 December 2019, the gross amount of Group refinancing and restructuring operations was €32,475 million (3.4 per cent. of total gross loans and credits), of which €12,714 million have real estate collateral. At the same date, the net amount of non-current assets held for sale totalled €4,601 million, of which €4,485 million were foreclosed assets, with a coverage ratio of 48 per cent. on the gross amount of these assets.

The value of the collateral securing the Group's loans may fluctuate or decrease due to factors beyond its control, and the Group may be unable to realise the full value of the collateral securing its loan portfolio.

The value of the collateral securing the Group's loan portfolio may fluctuate or decline due to factors beyond its control, including macroeconomic factors or force majeure events, such as natural disasters, particularly in locations where a significant portion of the Group's loan portfolio is composed of real estate loans.

The Group may also not have sufficiently recent information on the value of collateral, which may result in an inaccurate assessment for impairment losses of its loans secured by such collateral.

If any of the above were to occur, the Group may need to make additional provisions to cover actual impairment losses of its loans, which may materially and adversely affect the Group's results of operations and financial condition.

As of 31 December 2019, 66 per cent. of the Group's loans and advances to customers have collateral, and are therefore likely to be affected by an individual or widespread decrease in the value of these guarantees.

Market risk

The Group is subject to fluctuations in interest rates and other market risks, which could have a material adverse effect.

Market risk refers to the probability of variations in the Group's interest income/(charges) or in the market value of its assets and liabilities due to volatility of interest rate, inflation, exchange rate or equity price. Changes in interest rates affect the Group's interest income/ (charges), the volume of loans originated, credit spreads, the market value of our securities holdings, the value of the Group's loans and deposits and the value of its derivatives transactions.

Interest rates are sensitive to many factors beyond the Group's control, including increased regulation of the financial sector, monetary policies and domestic and international economic and political conditions. Variations in interest rates could affect the interest earned on its assets and the interest paid on its borrowings, thereby affecting the Group's interest income/ (charges), which comprises the majority of its revenue (net interest income accounted for 71 per cent. of gross income at 31 December 2019), reducing the Group's growth rate and potentially resulting in losses. In addition, costs the Group incurs as it implements strategies to reduce interest rate exposure could increase in the future (which, in turn, will impact its results).

Increases in interest rates may reduce the volume of loans the Group originates. Sustained high interest rates have historically discouraged customers from borrowing and have resulted in increased delinquencies in outstanding loans and deterioration in the quality of assets. Increases in interest rates may reduce the value of the Group's financial assets and may reduce gains or require the Group to record losses on sales of its loans or securities.

Due to the historically low interest rate environment in the eurozone, in the UK and in the US in recent years, the rates on many of the Group's interest-bearing deposit products have been priced at or near zero or negative, limiting its ability to further reduce rates and thus negatively impacting the Group's margins. If the current low interest rate environment in the eurozone, in the UK and in the US persists in the long run, it may be difficult to increase the Group's interest income/ (charges), which will impact its results.

At the end of December 2019, one-year risk on net interest income, measured as sensitivity to parallel changes in the worst-case scenario of ± 100 basis points, was concentrated in the euro's curve with €479 million, GBP 69 million, the Polish zloty with €60 million, and USD 13 million. With regard to South America, the risk is concentrated in two countries: Brazil (€74 million) and in Chile.

If any of these risks were to materialise, NII or the market value of the Group's assets and liabilities could suffer a material adverse impact.

The Group is subject to market, operational and other related risks associated with its derivative transactions that could have a material adverse effect on the Group.

The Group enters into derivative transactions for trading purposes as well as for hedging purposes. The Group is subject to market, credit and operational risks associated with these transactions, including basis risk (the risk of loss associated with variations in the spread between the asset yield and the funding and/or hedge cost) and credit or default risk (the risk of insolvency or other inability of the counterparty to a particular transaction to perform its obligations thereunder, including providing sufficient collateral).

Market practices and documentation for derivative transactions differ by country. In addition, the execution and performance of these transactions depend on the Group's ability to maintain adequate control and administration systems. Moreover, the Group's ability to adequately monitor, analyse and report derivative transactions continues to depend, largely, on its information technology systems. These factors further increase the risks associated with these transactions and could have a material adverse effect on the Group.

At 31 December 2019, the notional value of the trading derivatives contracted by the Group amounted to €6,169,917 million (with a fair value of €63,397 million outstanding balance and €63,016 million payable balance).

At that date, the nominal value of the hedging derivatives contracted by the Group as part of its financial risk management strategy and with the aim of reducing asymmetries in the accounting treatment of its transactions amounted to €362,464 million (with a fair value of €7,216 million in assets and €6,048 million in liabilities).

Other business risks

Changes in the Group's pension obligations and obligations may have a material adverse effect.

The Group provides retirement benefits for many of its former and current employees through a number of defined benefit pension plans. The Group calculates the amount of its defined benefit obligations using actuarial techniques and assumptions, including mortality rates, the rate of increase of salaries, discount rates, inflation, the expected rate of return on plan assets, and others. The accounting and disclosures are based on IFRS-IASB and on those other requirements defined by the local supervisors. Given the nature of these obligations, changes in the assumptions that support valuations, including market conditions, can result in actuarial losses which would in turn impact the financial condition of the Group's pension funds. Because pension obligations are generally long term obligations, fluctuations in interest rates have a material impact on the projected costs of the Group's defined benefit obligations and therefore on the amount of pension expense that the Group accrues.

Any increase in the current size of the funding deficit in the Group's defined benefit pension plans could result in the Group having to make increased contributions to reduce or satisfy the deficits, which would divert resources from use in other areas of our business. Any such increase may be due to certain factors over which the Group has no or limited control. Increases in the Group's pension liabilities and obligations could have a material adverse effect on its business, financial condition and results of operations.

At 31 December 2019, our provision for pensions and other obligations amounted to €7,740 million.

The Group relies partly on dividends and other funds from its subsidiaries.

Some of the Group's operations are conducted through its financial services subsidiaries. As a result, the Group's ability to pay dividends, to the extent it decides to do so, depends in part on the ability of its subsidiaries to generate earnings and to pay dividends to the Group. Payment of dividends, distributions and advances by the Group's subsidiaries will be contingent upon their earnings and business considerations and is or may be limited by legal, regulatory and contractual restrictions. For instance, the repatriation of dividends from the Group's Argentine subsidiaries have been subject to certain restrictions and there is no assurance that further restrictions will not be imposed. Additionally, the Group's right to receive any assets of any of its subsidiaries as an equity holder of such subsidiaries upon their liquidation or reorganisation will be effectively subordinated to the claims of the Group's subsidiaries' creditors, including trade creditors. The Group also has to comply with increased capital requirements, which could result in the imposition of restrictions or prohibitions on discretionary payments including the payment of dividends and other distributions to the Group by its subsidiaries.

At 31 December 2019, dividend income for the Guarantor represents 52 per cent. of its total income.

Increased competition, including from non-traditional providers of banking services such as financial technology providers, and industry consolidation may adversely affect the Group's results of operations.

The Group faces substantial competition in all parts of its business, including in originating loans and in attracting deposits. The competition in originating loans comes principally from other domestic and foreign banks, mortgage banking companies, consumer finance companies, insurance companies and other lenders and purchasers of loans.

In addition, there has been a trend towards consolidation in the banking industry, which has created larger and stronger banks with which the Group must now compete. There can be no assurance that this increased competition will not adversely affect the Group's growth prospects, and therefore its operations. The Group also faces competition from non-bank competitors, such as brokerage companies, department stores (for some credit products), leasing and factoring companies, mutual fund and pension fund management companies and insurance companies.

Non-traditional providers of banking services, such as Internet based e-commerce providers, mobile telephone companies and Internet search engines may offer and/or increase their offerings of financial products and services directly to customers. These non-traditional providers of banking services currently have an advantage over traditional providers because they are not subject to banking regulation. Several of these competitors may have long operating histories, large customer bases, strong brand recognition and significant financial, marketing and other resources. They may adopt more aggressive pricing and rates and devote more resources to technology,

infrastructure and marketing. New competitors may enter the market or existing competitors may adjust their services with unique product or service offerings or approaches to providing banking services. If the Group is unable to successfully compete with current and new competitors, or if it is unable to anticipate and adapt its offerings to changing banking industry trends, including technological changes, the Group's business may be adversely affected. In addition, the Group's failure to effectively anticipate or adapt to emerging technologies or changes in customer behaviour, including among younger customers, could delay or prevent its access to new digital-based markets, which would in turn have an adverse effect on its competitive position and business.

Furthermore, the widespread adoption of new technologies, including cryptocurrencies and payment systems, could require substantial expenditures to modify or adapt the Group's existing products and services as the Group continues to grow its Internet and mobile banking capabilities. The Group customers may choose to conduct business or offer products in areas that may be considered speculative or risky. Such new technologies and mobile banking platforms in recent years could negatively impact the Group's investments in bank premises, equipment and personnel for its branch network. The persistence or acceleration of this shift in demand towards Internet and mobile banking may necessitate changes to the Group's retail distribution strategy, which may include closing and/or selling certain branches and restructuring its remaining branches and work force. These actions could lead to losses on these assets and may lead to increased expenditures to renovate, reconfigure or close a number of the Group's remaining branches or to otherwise reform its retail distribution channel. Furthermore, the Group's failure to swiftly and effectively implement such changes to its distribution strategy could have an adverse effect the Group's competitive position.

Increasing competition could also require that the Group increases its rates offered on deposits or lower the rates the Group charges on loans, which could also have a material adverse effect on the Group, including its profitability. It may also negatively affect the Group's business results and prospects by, among other things, limiting its ability to increase its customer base and expand its operations and increasing competition for investment opportunities.

If the Group's customer service levels were perceived by the market to be materially below those of its competitor financial institutions, the Group could lose existing and potential business. If the Group is not successful in retaining and strengthening customer relationships, it may lose market share, incur losses on some or all of the Group's activities or fail to attract new deposits or retain existing deposits, which could have a material adverse effect on its operating results, financial condition and prospects.

The Group may have to recognise goodwill impairments recognised for its acquired businesses.

The Group has made business acquisitions in recent years and may make further acquisitions in the future. It is possible that the goodwill which has been attributed, or may be attributed, to these businesses may have to be written-down if the Group's valuation assumptions are required to be reassessed as a result of any deterioration in their underlying profitability, asset quality and other relevant matters. Impairment testing in respect of goodwill is performed annually, or more frequently if there are impairment indicators present, and comprises a comparison of the carrying amount of the cash-generating unit with its recoverable amount. Goodwill impairment does not, however, affect our regulatory capital. While no material impairment of goodwill was recognized at Group level in 2018, in 2019 the Group recognized impairment of goodwill of €1,491 million in Santander UK. There can be no assurances that the Group's will not have to write down the value attributed to goodwill in the future, which would adversely affect our results and net assets.

At 31 December 2019, the goodwill recognised by the Group amounted to €24,246 million, of which €7,147 million and €4,388 million were originated by Santander UK and Banco Santander (Brazil), respectively.

The Group may not effectively manage the risks arising from replacing benchmark market indices.

Interest rate, equity, foreign exchange rate and other types of indices which are deemed to be "benchmarks" are the subject of increased regulatory scrutiny.

These and other reforms may cause benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be fully anticipated which introduces a number of risks for the Group. These risks include:

- (i) legal risks arising from potential changes required to documentation for new and existing transactions;
- (ii) financial risks arising from changes in the valuation of financial instruments associated with benchmarks;

- (iii) pricing risks arising from how changes to benchmark indices could impact pricing mechanisms on some instruments;
- (iv) operational risks arising from the potential requirement to adapt IT systems, trade reporting infrastructure and operational processes; and
- (v) conduct risks arising from the potential impact of communication with customers and engagement during the transition period.

The replacement benchmarks and their transition path have been defined, but the mechanisms for implementation are under development. Accordingly, it is not currently possible to determine whether, or to what extent, any such changes would affect the Group. However, the implementation of alternative benchmark rates may have a material adverse effect on our business, results of operations, financial condition and prospects.

Financial reporting and control risks. Changes in accounting standards could influence reported profits or have an impact on capital.

The accounting standard setters and other regulatory bodies periodically change the financial accounting and reporting standards that govern the preparation of the Group's consolidated financial statements. These changes can materially impact how the Group records and reports its financial condition and results of operations, as well as affect the calculation of its capital ratios. In some cases, the Group could be required to apply a new or revised standard retroactively, resulting in the restatement of prior period financial statements.

INVESTMENT CONSIDERATIONS

This Investment Considerations section sets out important information and considerations in relation to the Notes which prospective investors should take into account prior to making an investment decision.

Considerations Relating to the Notes Generally

Considerations in relation to the Specified Basis Buy-Back Provisions

Investors should be aware that the Specific Basis Buy-Back Provisions shall not affect the right of the investors to receive timely payments of principal and interest on the Notes. In consideration of the Issuer being able to maintain the notional Underlying Transactions in relation to the Notes, the Issuer will pay an Extra Yield on the Notes.

In addition, the Specific Basis Buy-Back Provisions may apply only to Notes where Banco Santander, S.A. acts as the sole Dealer and the Calculation Agent.

Investors should refer to the Risk Factor entitled "*Any change in the Underlying Transactions or their market value may materially adversely affect the Buy-Back Price payable in respect of Notes in relation to which the Specific Basis Buy-Back Provisions apply*" for further information on the risks relating to the Specific Basis Buy-Back Provisions.

Considerations in relation to Global Notes or Global Note Certificates held by or on behalf of Euroclear and Clearstream, Luxembourg or DTC

Notes issued under the Programme may be represented by one or more Global Notes or Global Note Certificates. Such Global Notes or Global Note Certificates, unless otherwise specified in the relevant Applicable Transaction Terms, will be (in the case of Bearer Notes) deposited with a common depositary or, as the case may be, common safekeeper for Euroclear and/or Clearstream, Luxembourg, or (in the case of Registered Notes) registered in the name of a common depositary or, as the case may be, common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg or registered in the name of a nominee for DTC. Except in the circumstances described in the relevant Global Note or Global Note Certificate, investors will not be entitled to receive Notes in definitive form.

Each of Euroclear, Clearstream, Luxembourg and DTC, and their respective direct and indirect participants, will maintain records of the beneficial interests in the Global Notes or International Global Note Certificates, as applicable. While the Notes are represented by one or more Global Notes or Global Note Certificates, investors will be able to trade their beneficial interests only through the relevant clearing system and their respective participants' Notes are held.

While the Notes are represented by one or more Global Notes or Global Note Certificates, the Issuer and the Guarantor will discharge their payment obligations under the Notes by making payments through the relevant clearing system. A holder of a beneficial interest in a Global Note or Global Note Certificate must rely on the procedures of the relevant clearing system and its participants to receive payments under the relevant Notes. The Issuer and the Guarantor have no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes or Global Note Certificates.

Holders of beneficial interests in the Global Notes or Global Note Certificates will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes or Global Note Certificates will not have a direct right under the Global Notes or Global Note Certificates to take enforcement action against the Issuer or the Guarantor in the event of a default under the relevant Notes but will have to rely upon their rights under the Deed of Covenant.

Considerations in relation to Book-Entry Notes as dematerialised securities and reliance on clearing system procedures for transfer, payment and communication with the Issuer

Book-Entry Notes issued under the Programme will not be evidenced by any physical note. They will only be represented by book entries in the Spanish Central Securities Depository (Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Unipersonal ("**Iberclear**")) or the Iberclear participants. Holders will be entitled to request as evidence certificates made or issued by Iberclear or Iberclear participants,

as the case may be. Ownership of Book-Entry Notes will be recorded and transfer effected only through the book entry system and register maintained by Iberclear.

Considerations in relation to Notes that are issued as Green Bonds, Social Bonds or Sustainable Bonds

Prospective investors should have regard to the information set out in the Santander Global Sustainable Bond Framework, the Santander Green Bond Framework and the Applicable Transaction Terms regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary. In particular, no assurance is given by the Issuer or the Guarantor that the use of such proceeds for any project will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. Furthermore, it should be noted that there is currently no clearly defined definition of, nor market consensus as to what constitutes, a "green", "social" or "sustainable" or an equivalently-labelled project. In addition, the requirements of any such label may evolve from time to time, accordingly, no assurance is or can be given to investors that any project or use(s) the subject of, or related to, any project will meet any or all investor expectations regarding such "green", "social" or "sustainable" or other equivalently-labelled performance objectives.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Guarantor) which may be made available in connection with the issue of any Green Bonds, Social Bonds or Sustainable Bonds and in particular with any project, to fulfil any environmental, social and/or other criteria. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer or the Guarantor or any other person to buy, sell or hold any such Notes.

In the event that any Green Bonds, Social Bonds or Sustainable Bonds are listed or admitted to trading on any dedicated "green", "environmental", "social" or "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer or the Guarantor or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. Furthermore, the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer or the Guarantor or any other person that any such listing or admission to trading will be obtained in respect of any such Green Bonds, Social Bonds or Sustainable Bonds or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

While it is the intention of the Guarantor that the proceeds of any Green Bonds, Social Bonds or Sustainable Bonds so specified for the relevant project are applied, in, or substantially in, the manner described in the Santander Global Sustainable Bond Framework, the Santander Green Bond Framework and the Applicable Transaction Terms, there can be no assurance that the relevant project or use(s) the subject of, or related to, any project, will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such project. Nor can there be any assurance that such project will be completed within any specified period or at all or with the results or outcome as originally expected or anticipated by the Guarantor. Any such event or failure by the Guarantor will not constitute an Event of Default under the relevant Notes, or give rise to any other claim of a holder of such Green Bond, Social Bond or Sustainable Bond, as the case may be.

For the avoidance of doubt, investors should note that payments of principal and interest (as the case may be) on Green Bonds, Social Bonds and Sustainable Bonds shall not depend on the performance of any relevant project.

Additional information on the future discontinuance of LIBOR

On 27 July 2017, the Chief Executive of the United Kingdom Financial Conduct Authority ("FCA"), which regulates LIBOR, announced that it does not intend to continue to persuade, or use its powers to compel, panel banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021.

On 27 July 2017, and in a subsequent speech by the FCA's Chief Executive on 12 July 2018, the FCA confirmed that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after

2021 (the "**FCA Announcements**"). The FCA Announcements indicated that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021.

Investors should be aware that, if LIBOR (or EURIBOR) were discontinued or otherwise unavailable, the rate of interest on the Notes will be determined for the relevant period by the fall-back provisions applicable to the Notes, as further described in the Conditions.

Additional information on the development of SONIA and €STR as reference rates

In connection with the development of the market in relation to SONIA as a reference rate in the capital markets and its adoption as an alternative to Sterling LIBOR, market participants and relevant working groups are exploring alternative reference rates based on SONIA, including term SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term). The nascent development of Compounded Daily SONIA as an interest reference rate for the Eurobond markets, as well as continued development of SONIA-based rates for such markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of the Securities. The current expectation is that SONIA, which is, at present only available as an overnight rate will replace LIBOR, which generally has a term of one, three or six months.

Separate workstreams are also underway in Europe to reform EURIBOR using a hybrid methodology and to provide a fallback by reference to a euro risk free rate. On 13 September 2018, the working group on euro risk-free rates recommended €STR as the new risk free rate. In addition, on 21 January 2019, the euro risk free-rate working group published a set of guiding principles for fallback provisions in new euro denominated cash products (including bonds). The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts may increase the risk to the euro area financial system.

Additional considerations associated with Securities that pay a floating rate of interest referencing SOFR

SOFR is a relatively new rate. The New York Federal Reserve began to publish SOFR in April 2018. Although the New York Federal Reserve has published historical indicative SOFR information going back to 2014, such prepublishing historical data inherently involves assumptions, estimates and approximations. Investors should not rely on any historical changes or trends in SOFR as an indicator of the future performance of SOFR. Since the initial publication of SOFR, daily changes in the rate have, on occasion, been more volatile than daily changes in other benchmark or market rates. As a result, the return on and value of Notes that pay a floating rate of interest by reference to SOFR may fluctuate more than floating rate debt securities that are linked to less volatile rates.

Because SOFR is a relatively new market index, Notes that reference SOFR will likely have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to SOFR, such as the spread over the base rate reflected in the interest rate provisions, may evolve over time, and trading prices of Notes that reference SOFR may be lower than those of later-issued SOFR-linked debt securities as a result. Similarly, if SOFR does not prove to be widely used in securities like the Notes, the trading price of Notes that reference SOFR may be lower than those of securities linked to rates that are more widely used. Investors may not be able to sell Notes that reference SOFR at all or may not be able to sell such Notes at prices that will provide a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

The manner of adoption or application of reference rates based on SOFR in the bond market may differ materially compared with the application and adoption of SOFR in other markets, such as the derivatives and loan markets. Investors should carefully consider how any potential inconsistencies between the adoption of reference rates based on SOFR across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes that reference SOFR.

The New York Federal Reserve notes on its publication page for SOFR that use of SOFR is subject to important limitations, including that the New York Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice. There can be no guarantee that SOFR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in the Notes. If the manner in which SOFR is calculated is changed or if SOFR is discontinued, that change or discontinuance may result in a reduction or elimination of the amount of interest payable on such Notes that reference SOFR and a reduction in the trading prices of such Notes.

SOFR differs fundamentally from, and may not be a comparable substitute for, LIBOR.

In June 2017, the Alternative Reference Rates Committee (the "**ARRC**") convened by the Board of Governors of the Federal Reserve System and the New York Federal Reserve announced SOFR as its recommended alternative to the London interbank offered rate for U.S. dollar obligations. However, because SOFR is a broad U.S. Treasury repo financing rate that represents overnight secured funding transactions, it differs fundamentally from LIBOR. For example, SOFR is a secured overnight rate, while LIBOR is an unsecured rate that represents interbank funding over different maturities. In addition, at present, SOFR is calculated on a backward-looking basis, whereas LIBOR is forward-looking. Because of these and other differences, there can be no assurance that SOFR will perform in the same way as LIBOR would have done at any time, and there is no guarantee that it is a comparable substitute for LIBOR.

Considerations Relating to Reference Item Linked Notes

Considerations in relation to regulatory consequences for a holder of Reference Item Linked Notes

There may be regulatory and other consequences associated with the ownership by certain investors of certain Reference Item Linked Notes. Each purchaser of Notes must conduct its own investigation into its regulatory position with respect to the potential purchase of Notes, and none of the Issuer, the Guarantor, the Dealer or the Arranger assumes any obligation or liability whatsoever to such purchaser in such regard.

Considerations in relation to taxation of Reference Item Linked Notes

Potential purchasers of Reference Item Linked Notes should be aware that stamp duty and other taxes and/or charges may be levied in accordance with the laws and practices in countries where the Reference Item Linked Notes are transferred and/or where any potential reference items are delivered, or elsewhere.

The considerations set out under this "*Considerations in relation to taxation of Reference Item Linked Notes*" section do not consider the tax treatment of payments in respect of Reference Item Linked Notes. Potential purchasers of Reference Item Linked Notes should note that the tax treatment of payments in respect of Reference Item Linked Notes may be different (and in some cases significantly different) from these considerations.

Potential purchasers of Reference Item Linked Notes who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential purchasers should be aware that tax laws and regulations and their application and interpretation by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

Considerations Relating to Equity Linked and Inflation Linked Notes

Considerations relating to whether an investment in Equity Linked and Inflation Linked Notes is suitable for a particular investor

Each potential investor should determine whether an investment in the Notes is appropriate in its particular circumstances. An investment in Equity Linked or Inflation Linked Notes requires a thorough understanding of the nature of the relevant transaction. Potential investors should be experienced with respect to an investment in the Equity Linked or Inflation Linked Notes and be aware of the related risks.

An investment in Equity Linked or Inflation Linked Notes is only suitable for potential investors who:

- (a) have the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Equity Linked or Inflation Linked Notes and the information contained or incorporated by reference into this document;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of the potential investor's particular financial situation and to evaluate the impact the Notes will have on their overall investment portfolio;
- (c) understand thoroughly the terms of the Equity Linked or Inflation Linked Notes and are familiar with the behaviour of the relevant underlying security or index and financial markets;
- (d) are capable of bearing the economic risk of an investment in the Equity Linked or Inflation Linked Notes until the maturity date of the Equity Linked or Inflation Linked Notes;

- (e) recognise that it may not be possible to dispose of the Equity Linked or Inflation Linked Notes for a substantial period of time, if at all, before the maturity date; and
- (f) are able to evaluate (either alone or with the help of a financial and legal adviser) possible scenarios for economic, interest rate and other factors that may affect the investment in the Equity Linked or Inflation Linked Notes and the investor's risks.

Equity Linked or Inflation Linked Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Equity Linked Notes or Inflation Linked Notes unless such potential investor has the expertise (either alone or with a financial and legal adviser) to evaluate how the Equity Linked or Inflation Linked Notes will perform under changing conditions, the resulting effects on the value of the Equity Linked or Inflation Linked Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Investors should refer to the Risk Factor entitled "*Risks Common to Equity Linked and Inflation Linked Notes*" for information on the risks relating to these types of investment.

Considerations relating to exchange rates and exchange controls

Investors should consult their financial and legal advisers as to any specific risks entailed by an investment in Equity Linked or Inflation Linked Notes that are denominated or payable in, or the return on which is linked to values for a relevant underlying security or index denominated in a currency other than the currency of the country in which such investor resides or in which such investor conducts its business, which is referred to as their home currency. Such Equity Linked or Inflation Linked Notes are not appropriate investments for investors who are not sophisticated in foreign currency transactions.

Investors should refer to the Risk Factor entitled "*Exchange rates and exchange controls may affect the value or return of the Equity Linked or Inflation Linked Notes*" for information on the risks relating to such an investment.

Legal and Regulatory Considerations

Considerations in relation to the proposed Financial Transaction Tax (the "EU FTT")

The European Commission published in February 2013 a proposal (the "**Commission's Proposal**") for a Directive for a common EU FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (excluding Estonia, the participating Member States). Estonia has since stated that it will not participate.

The Commission's Proposal has a very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's Proposal the EU FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

In the ECOFIN meeting of 17 June 2016, the EU FTT was discussed between the EU Member States. It was reiterated in this meeting that participating Member States envisage introducing an FTT by the so-called enhanced cooperation process.

The proposed Directive defines how the EU FTT would be implemented in participating Member States. It involves a minimum 0.1% tax rate for transactions in all types of financial instruments, except for derivatives that would be subject to a minimum 0.01% tax rate.

On 3 December 2018, the finance ministers of France and Germany outlined a joint proposal for a limited FTT based on a system already in place in France. Under the new proposal, the tax obligation would apply only to transactions involving shares issued by domestic companies with a market capitalisation of over €1 billion.

At the ECOFIN Council meeting of 14 June 2019, a state of play of the work on the FTT was presented on the basis of a note prepared by Germany on 7 June 2019 indicating a consensus among the participating Member States (excluding Estonia) to continue negotiations on the basis of a joint French-German proposal based on the French financial transactions tax model which in principle would only concern shares of listed companies whose head office is in a Member State of the European Union.

However, the Commission's Proposal remains subject to negotiation between participating Member States and the scope of any such tax is uncertain. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate and/or participating Members States may withdraw.

Prospective investors are advised to seek their own professional advice in relation to the FTT.

Considerations in relation to the proposed Spanish financial transactions tax

On 18 January 2019, the Spanish Council of Ministers approved a draft bill (the "**Draft Bill**"), according to which, due to the delay in the EU FTT being approved, the intention is to implement a Spanish financial transactions tax (the "**Spanish FTT**"). However, the Spanish Council of Ministers stated that Spain will continue to participate in the enhanced co-operation for the approval of the EU FTT and, if finally approved, Spain will adapt the Spanish FTT to align it with the EU FTT.

The Draft Bill was sent to Parliament for debate and approval. However, early general elections were called for 28 April 2019 and the legislative process was suspended.

On 18 February 2020, the Draft Bill has been sent to the Spanish Parliament in order to reinstate the parliamentary process to approve the Spanish FTT law. This Draft Bill does not defer from the previous one, so in case the Spanish FTT is approved as per the wording sent to the Spanish Parliament, the Spanish FTT should not apply in relation to an issue of Notes under the Programme or subsequent transfer, although there can be no assurance that such Spanish FTT will be modified and apply in those cases in the future.

Therefore, once the Spanish FTT is on force, it is expected that an indirect tax, at a rate of 0.2%, will apply on acquisitions of shares of Spanish listed companies, regardless of the residence of the agents that intervene in the transactions, provided the market value of the capitalisation thereof is greater than €1,000 million. The tax payer will be the financial traders that transfer or execute the purchase order and must submit an annual tax return.

Prospective investors are advised to seek their own professional advice in relation to the Spanish FTT.

Risks in Relation to Spanish Taxation

Royal Decree Law 8/2014, of 4 July, introduced a 0.03% tax on bank deposits in Spain. This tax is payable annually by Spanish banks. There can be no assurance that additional national or transnational bank levies or financial transaction taxes will not be adopted by the authorities of the jurisdictions where the Bank operates.

Risks related to the Spanish withholding tax regime

Under Spanish Law 10/2014 and Royal Decree 1065/2007, as amended, income payments in respect of the Notes, other than income payments in respect of Book-Entry Notes to Personal Income Tax taxpayers, will be made without withholding tax in Spain. The Issuer is required pursuant to Spanish law to provide certain information regarding the Notes to the Spanish tax authorities. The Issuer, Guarantor and the Principal Paying Agent or the Iberclear Paying Agent, as applicable, have arranged certain procedures to facilitate the collection of information concerning the Notes. The Issuer or the Guarantor (as the case may be) will withhold Spanish withholding tax from any payment in respect of any income due under the above-mentioned Notes (as applicable) as to which the required information has not been provided and will not gross up payments in respect of any such withholding tax. In addition, the Issuer or the Guarantor (as the case may be) will withhold Spanish withholding tax from any payment in respect of Book-Entry Notes to Personal Income Tax taxpayers.

The Agency Agreement provides that the Principal Paying Agent or the Iberclear Paying Agent, as applicable, will, to the extent applicable, comply with the relevant procedures to facilitate the collection of information concerning the Notes. The procedures may be modified, amended or supplemented, to, among other reasons, reflect a change in applicable Spanish law, regulation, ruling or interpretation thereof or to reflect a change in applicable clearing system rules or procedures or to add procedures for one or more new clearing systems. See "*Taxation and Disclosure of Information in connection with Payments – Taxation in Spain*". None of the Issuer,

the Guarantor, the Dealers, the Principal Paying Agent or the Iberclear Paying Agent assume any responsibility therefore.

Notwithstanding the above, and if despite this selling restriction, the Notes are held by Spanish resident individuals and deposited with a Spanish resident entity acting as depositary or custodian, payments in respect of such Notes (and, under certain circumstances, to Spanish entities subject to Corporate Income Tax) may be subject to withholding by such depositary or custodian at the current rate of 19 per cent. The Issuer or the Guarantor (as case may be) will not gross up payments in respect of any such withholding tax.

In addition, in the case of Implicit Yield Notes including those with a duration of more than 12 months, in order for the Issuer to reimburse them, the holders are required to provide the Issuer with the legally required certificate issued by a Spanish financial institution or established in Spain which accredits the prior acquisition of such Implicit Yield Notes and the corresponding acquisition price. In accordance with the legislation currently in force, in the case of failure to provide such certificate, the Issuer will not proceed to pay to the holder the reimbursement thereof. The Issuer or the Guarantor (as case may be) will not gross up payments in respect of any withholding tax arising from said Implicit Yield Notes.

Additional information on the BRRD and SRM Regulation

In accordance with article 20 of Law 11/2015, a relevant entity will be considered as failing or likely to fail in any of the following circumstances: (i) it is, or is likely in the near future to be, in significant breach of its solvency or any other requirements necessary for maintaining its authorisation; (ii) its assets are, or are likely in the near future to be, less than its liabilities; (iii) it is, or is likely in the near future to be, unable to pay its debts as they fall due; or (iv) it requires extraordinary public financial support (except in limited circumstances). The determination that a relevant entity is no longer viable may depend on a number of factors which may be outside of that relevant entity's control.

The four resolution tools and powers provided for in the BRRD, Law 11/2015, which may be used alone or in combination where the relevant resolution authority considers that (a) a relevant entity is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such relevant entity within a reasonable timeframe, and (c) a resolution action is in the public interest, are: (i) sale of business – which enables resolution authorities to direct the sale of the relevant entity or the whole or part of its business on commercial terms; (ii) bridge institution – which enables resolution authorities to transfer all or part of the business of the relevant entity to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control), which may limit the capacity of the relevant entity to meet its repayment obligations; (iii) asset separation – which enables resolution authorities to transfer impaired or problem assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only); and (iv) the general bail-in tool.

Pursuant to Law 11/2015 the adoption of any early intervention or resolution procedure shall not itself constitute an event of default or entitle any counterparty of the Issuer or Guarantor to exercise any rights it may otherwise have in respect thereof and any provision providing for such rights shall further be deemed not to apply. However, this does not limit the ability of a counterparty to declare any event of default and exercise its rights accordingly where an event of default arises either before or after the exercise of any such early intervention or resolution procedure and does not necessarily relate to the exercise of any relevant measure or power which has been applied pursuant to Law 11/2015.

EU Banking Reforms

On 23 November 2016, the European Commission published, among others, a proposal for a European Regulation amending CRR, two European Directives amending the CRD IV and the BRRD and a proposal for a European Regulation amending Regulation (EU) No. 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a SRM and a SRF and amending Regulation (EU) No 1093/2010 (the "**SRM Regulation**"). On 27 June 2019, Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending CRD IV as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures ("**CRD V**"); Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 amending BRRD as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms and Directive 98/26/EC ("**BRRD II**"); Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May

2019 amending CRR as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and Regulation (EU) 648/2012 ("**CRR II**"); and Regulation (EU) 2019/877 of the European Parliament and of the Council of 20 May 2019 amending the SRM Regulation as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms ("**SRMR II**", and, together with CRD V, BRRD II and CRR II, the "**EU Banking Reforms**") entered into force. However, most of the provisions of CRR II are not applicable until 28 June 2021 and SRMR II is not applicable until 28 December 2020. The deadline for transposing into local laws both CRD V and BRRD II is 18 months since their entry into force. Until CRD V and BRRD II are transposed into Spanish law, it is uncertain how they will affect the Bank or the investors. In addition, there is also uncertainty as to how CRD V, BRRD II, CRR II and SRMR II will be implemented by the relevant authorities.

The EU Banking Reforms cover multiple areas, including the Pillar 2 framework, the leverage ratio, mandatory restrictions on distributions, permission for reducing own funds and eligible liabilities, macroprudential tools, a new category of "non-preferred" senior debt that should only be bailed-in after junior ranking instruments but before other senior liabilities, changes to the definitions of Tier 2 and Additional Tier 1 instruments, the MREL framework and the integration of the TLAC standard into EU legislation as mentioned above.

Additionally, with regard to the European Commission's proposal to create a new asset class of "non-preferred" senior debt, on 27 December 2017, Directive 2017/2399 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy was published in the Official Journal of the European Union which sets forth a harmonised national insolvency ranking of unsecured debt instruments to facilitate the issuance by credit institutions of senior "non-preferred" instruments. Before that, Royal Decree-Law 11/2017, of 23 June, approving urgent measures on financial matters ("**RDL 11/2017**") created in Spain the new asset class of senior-non preferred debt.

One of the main objectives of the EU Banking Reforms is to implement the TLAC standard and to integrate the TLAC requirement into the general MREL rules (the "**TLAC/MREL Requirements**") thereby avoiding duplication from the application of two parallel requirements. As mentioned above, although TLAC and MREL pursue the same regulatory objective, there are, nevertheless, some differences between them in the way they are constructed. The EU Banking Reforms integrate the TLAC standard into the existing MREL rules and to ensure that both requirements are met with largely similar instruments, with the exception of the subordination requirement, which will be partially institution-specific and determined by the resolution authority. Under the EU Banking Reforms, institutions such as the Bank would continue to be subject to an institution-specific MREL requirement, which may be higher than the Pillar 1 TLAC/MREL Requirements for G-SIIs contained in the EU Banking Reforms.

Although the specific MREL requirements may vary depending on the specific characteristics of the credit entity (its application falls on resolution institution or resolution group, being entities subject to resolution following a Single Point of Entry or Multiple Point of Entry resolution strategy) and the resolution process, BRRD II together with CRR II introduce a relevant change for complying with MREL which now includes two different ratios (i) a risk ratio (percentage of total risk weighted assets of the resolution entity) and (ii) a non-risk ratio (percentage of the resolution entity's total exposure), as well as empower the relevant resolution authority to authorise or require (a) complying with additional CET1, Additional Tier 1 or Tier 2 capital ratios (which was not foreseen in the previous MREL rules) and (b) that certain level of senior liabilities issued by the resolution entity can be subject to Bail-in.

MREL application is also subject to a different regime depending on the nature of the entity based on its resource volume and systemic profile. Thus, the MREL requirements are different for G-SIIs, "top tier" entities (which are not G-SIIs with aggregated asset volume of over €100 billion), O-SIIs (which are institutions that, due to their systemic importance, are more likely to create risks to financial stability) and the rest of the resolution institutions. In particular, G-SIIs, "top tier" banks and O-SIIs are subject to Pillar 1 requirements: 18 per cent. (including the combined buffer requirements under CRD IV), and 13 per cent. of risk weighted assets and 6.75 per cent. and 5 per cent. of leverage exposure, respectively for G-SIIs and "top tier" banks and O-SIIs. These requirements are complemented by further Pillar 2 requirements, which would be determined on a case-by-case basis for the rest of the resolution institutions.

The EU Banking Reforms have introduced limited adjustments to the existing MREL rules ensuring technical consistency with the structure of any requirements for G-SIIs. Implementation of the TLAC/MREL Requirements will be phased-in from 1 January 2019 (a 16 per cent. minimum TLAC requirement) to 1 January 2022 (a 18 per cent. minimum TLAC requirement).

The EU Banking Reforms provide that a bank's failure to comply with its TLAC/MREL Requirements should be addressed by the relevant authorities on the basis of their powers to address or remove impediments to resolution, the exercise of their supervisory powers and their power to impose early intervention measures, administrative penalties and other administrative measures. If there is any shortfall in an institution's level of eligible liabilities and own funds, and the own funds of such institution are otherwise contributing to the "combined buffer requirement", those own funds will automatically be used instead to meet that institution's MREL requirement and will no longer count towards its "combined buffer requirement", which may lead the institution to fail to meet its "combined buffer requirement". Failure to meet the "combined buffer requirements" when consider in addition to the TLAC/MREL Requirements would require such institution to calculate its Maximum Distributable Amount, and the relevant resolution authority shall impose (but subject to a potential 9 months grace period) restrictions to make (i) distributions relating to CET1 capital, (ii) payments in respect of variable remuneration or discretionary pension revenues and (iii) distributions relating to Additional Tier 1 instruments ("**Discretionary Payments**") above the Maximum Distributable Amount. As a result of the above, upon the entry into force of the EU Banking Reforms, the Bank must fully comply with its "combined buffer requirement" in addition to its TLAC/MREL Requirements in order to make sure that it is able to make Discretionary Payments.

The Bank announced on 28 November 2019 that it had received formal notification from the Bank of Spain of its binding minimum TLAC/MREL Requirements, both total and subordinated, for the resolution group of Banco Santander at a sub-consolidated level, as determined by the SRB. The total MREL requirement has been set at 16.81 per cent. of the resolution group's total liabilities and own funds, which as a reference of the resolution group's risk weighted assets at 31 December 2017 would be 28.60 per cent. and is equivalent to an amount at 31 December 2017 of EUR108,631.8 million. The subordination requirement has been set at 11.48 per cent. of the resolution group's total liabilities and own funds, which as a reference of this resolution group's risk weighted assets at 31 December 2017 would be 19.53 per cent. and is equivalent to an amount at 31 December 2017 of EUR74,187.57 million. These requirements apply since 1 January 2020. According to the Bank's estimates, the resolution group complies with this total MREL requirement and the subordination requirement. Future requirements are subject to ongoing review by the resolution authority.

Additionally, the Basel Committee is currently in the process of reviewing and issuing recommendations in relation to risk asset weightings which may lead to increased regulatory scrutiny of risk asset weightings in the jurisdictions who are members of the Basel Committee.

On 7 December 2017, the Basel Committee's oversight body, the Group of Central Bank Governors and Heads of Supervision ("**GHOS**") published the finalisation of the Basel III post-crisis regulatory reform agenda. This review of the regulatory framework covers credit, operational and credit valuation adjustment ("**CVA**") risks, introduces a floor to the consumption of capital by internal ratings-based methods ("**IRB**") and the revision of the calculation of the leverage ratio. The main features of the reform are: (i) a revised standard method for credit risk, which will improve the soundness and sensitivity to risk of the current method; (ii) modifications to the IRB methods for credit risk, including input floors to ensure a minimum level of conservatism in model parameters and limitations to its use for portfolios with low levels of non-compliance; (iii) regarding the CVA risk, and in connection with the above, the removal of any internally modelled method and the inclusion of a standardised and basic method; (iv) regarding the operations risk, the revision of the standard method, which will replace the current standard methods and the advanced measurement approaches (AMA); (v) the introduction of a leverage ratio buffer for G-SIIs; and (vi) regarding capital consumption, it establishes a minimum limit on the aggregate results (output floor), which prevents the risk weighted assets of the banks generated by internal models from being lower than the 72.5 per cent. of the risk weighted assets that are calculated with the standard methods of the Basel III framework. In August 2019 the EBA advised the European Commission on the introduction of the output floor and concluded that the revised framework should be implemented by using the floored risk weighted assets as a basis for all the capital layers, including the systemic risk buffer and the Pillar 2 capital requirement.

The GHOS have extended the implementation of the revised minimum capital requirements for market risk until January 2022, to coincide with the implementation of the reviews of credit, operational and CVA risks.

KEY FEATURES OF THE PROGRAMME

The following must be read as an introduction to this Base Prospectus and any decision to invest in the Notes should be based on a consideration of this Base Prospectus as a whole, the Applicable Transaction Terms and the documents incorporated by reference.

Information relating to the Issuer

The Issuer: Santander International Products plc

Legal Entity Identifier (LEI): 549300EBI9IZCEJIF589.

Santander International Products plc was registered and incorporated on 25 June 2004 under the Irish Companies Acts 1963 to 2013, registration number 387937 for an indefinite period. The Registered Office of the Issuer is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland, telephone number: (+353) 16146240.

Business: The principal objects of the Issuer are set forth in Clause 3 of its Memorandum of Association and are the issuance of *participaciones preferentes* (preferred securities) and other financial instruments.

Directors: The Directors of the Issuer are as follows:

Name	Principal Occupation
Adrian Masterson	Director
Fermín Cifuentes Muntadas	Director
Alfredo Madrigal Matute	Director
Mercedes Mora Palacios	Director
José Muñoz Pérez	Director
Carlos Ignacio Muñiz	Director
González Blanch	
José Manuel Colina Garea	Director

Information Relating to the Guarantor

The Guarantor and the Group Banco Santander, S.A. is domiciled in Spain and has its registered office at Paseo de Pereda, 9-12, Santander. The principal operating headquarters of the Guarantor are located at Ciudad Grupo Santander, Avda. de Cantabria s/n, 28660 Boadilla del Monte, Madrid. The telephone number of the principal operating headquarters of the Bank is +34 91 259 6520.

The Guarantor is a Spanish company with legal status as a public limited company (*sociedad anónima*), with the status of a bank and is governed by the Restated Spanish Companies Act (*Texto Refundido de la Ley de Sociedades de Capital*), approved by Royal Legislative Decree 1/2010, of 2 July (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*). The Guarantor is subject to special legislation for credit institutions in general, the supervision, control and regulation of the European Central Bank and, as a listed company, the regulatory supervision of the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*) and, as a credit institution, to Law 10/2014, of 26 June on the management, supervision and solvency of credit institutions and Royal Decree 84/2015, of 13 February, developing Law 10/2014,

	of 26 June, on ordination, supervision and solvency of credit institutions.
Business:	<p>The Guarantor and its consolidated subsidiaries are a financial group operating through a network of offices and subsidiaries across Spain, the United Kingdom and other European countries, Brazil and other Latin American countries and the US, offering a wide range of financial products.</p> <p>At 31 December 2019, the Group had a market capitalisation of €62.0 billion, shareholders' equity of €122.1 billion and total assets of €1,522.7 billion. At that date the Group had €942.2 billion in total loans to customers, €824.4 billion in total customer deposits and €1,050.8 billion in total customer funds (including customer deposits, mutual funds, pension funds and managed portfolios). As of 31 December 2019, the Group had 86,574 employees and 5,336 branch offices in Europe, 69,508 employees and 4,572 branches in South America, 37,866 employees and 2,043 branches in North America, 820 employees in the Santander Global Platform segment and 1,651 employees in Corporate Activities.</p> <p>Grupo Santander is a financial group operating principally in Spain, the United Kingdom, other European countries, Brazil and other Latin American countries and the United States, offering a wide range of financial products.</p>
Directors and Employees	<p>The members of the Board of Directors of the Bank as of the date of this Base Prospectus are as follows:</p> <p>Ana Botín-Sanz de Sautuola y O'Shea José Antonio Álvarez Álvarez Bruce Carnegie-Brown Homaira Akbari Sergio Agapito Lires Rial Pamela Ann Walkden Javier Botín-Sanz de Sautuola y O'Shea Sol Daurella Comadrán Luis Isasi Fernández Bobadilla Esther Giménez-Salinas i Colomer Ramiro Mato García-Ansorena Belén Romana García Álvaro Antonio Cardoso de Souza</p> <p>The Executive Officers of the Bank as of the date of this Base Prospectus are as follows:</p> <p>Ana Botín-Sanz de Sautuola y O'Shea José Antonio Álvarez Álvarez Sergio Agapito Lires Rial</p>
<i>Description of the Programme</i>	
Description:	Guaranteed Euro Medium Term Note Programme (the " Programme ").
Arranger and Dealer:	Banco Santander, S.A.
Dealers:	The Issuer may from time to time terminate the appointment of any Dealer(s) under the Programme or appoint additional dealers either in respect of a single Tranche or in respect of the Programme.
Principal Paying Agent:	The Bank of New York Mellon, acting through its London Branch

Iberclear Paying Agent:	Banco Santander, S.A.
Registrar:	The Bank of New York Mellon SA/NV, Luxembourg Branch
Listing:	<p>The Base Prospectus has been approved by the Central Bank, as competent authority under the Prospectus Regulation. The Central Bank only approves this Base Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Regulation. Application has been made to The Irish Stock Exchange plc trading as Euronext Dublin ("Euronext Dublin") for the Notes to be admitted to its Official List and trading on its regulated market, if so specified in the applicable Final Terms. Application may also be made to AIAF for the Notes to be listed and admitted to trading on the Spanish fixed income securities market, AIAF Mercado de Renta Fija ("AIAF"), if so specified in the applicable Final Terms. Notes may be admitted to listing, trading and/or quotation by any other competent authority, stock exchange and/or quotation system or may be unlisted, as may be agreed between the Issuer and the relevant Dealer and as specified in the relevant Applicable Transaction Terms.</p>
Size:	Up to EUR 10,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate principal amount of Notes outstanding at any one time.
Currencies:	Subject to compliance with all applicable legal and/or regulatory and/or central bank requirements, Notes may be denominated in Euros or U.S. dollars or in any other currency or currencies. Payments in respect of Notes may, subject to such compliance, be made in and/or linked to, any currency or currencies other than the currency in which such Notes are denominated.
Maturities:	<p>Any maturity, subject to compliance with all relevant laws, regulations, central bank requirements and directives.</p> <p>Any Notes issued with an original legal maturity of less than one year must comply with the Central Bank's notice of exemptions granted under section 8(2) of the Central Bank Act, 1971 as amended (BSD C01/02) and, <i>inter alia</i>, have a minimum Specified Denomination of EUR 125,000. In addition such Notes must bear the following legend:</p> <p>"An investment in the Notes does not have the status of a bank deposit and does not have the protection of the deposit protection scheme operated by the Central Bank of Ireland. The Issuer is not regulated by the Central Bank of Ireland by virtue of the issue of the Notes."</p> <p>Where Notes have a maturity of less than one year and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, such Notes must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses or (ii) be issued in other circumstances which do not constitute a contravention of section 19</p>

of the Financial Services and Markets Act 2000 ("**FSMA**") by the Issuer.

Denomination:

The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency (see "*Maturities*" above) and save that the minimum denomination of each Note will be €1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

Final Terms, Drawdown Prospectus or Pricing Supplement:

Notes issued under the Programme may be issued either (1) pursuant to this Base Prospectus and associated Applicable Transaction Terms, or (2) pursuant to a Drawdown Prospectus. The terms and conditions applicable to any particular Tranche of Notes will be the Terms and Conditions of the Notes as (i) completed by the applicable Final Terms in the case of Notes admitted to trading on the regulated market of Euronext Dublin or AIAF, (ii) supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus or (iii) supplemented, amended or replaced by the applicable Pricing Supplement in the case of Exempt Notes.

Method of Issue:

The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in one or more Series (which may be issued on the same date or which may be issued in more than one Tranche on different dates). The Notes may be issued in Tranches on a continuous basis with no minimum issue size, subject to compliance with all applicable laws, regulations and directives. Further Notes may be issued as part of an existing Series.

Form of Notes:

Notes may be issued in registered form, without interest coupons ("**Registered Notes**"), in bearer form, with or without interest coupons ("**Bearer Notes**") or in book-entry form (*anotaciones en cuenta*), without interest coupons ("**Book-Entry Notes**").

Registered Notes

In the case of Registered Notes, the Issuer will deliver (i) an Unrestricted Global Note Certificate (as defined below) and/or (ii) a Restricted Global Note Certificate (as defined below), as specified in the relevant Applicable Transaction Terms.

Notes initially sold to qualified institutional buyers ("**QIBs**") in reliance on Rule 144A will, unless otherwise specified in the Applicable Transaction Terms, be available only in book-entry form, and will be represented by a restricted global note certificate (a "**Restricted Global Note Certificate**") registered in the name of a nominee for, and deposited with or on behalf of, (i) DTC, or (ii) a common depository or, as the case may be, a common safekeeper for Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking S.A., ("**Clearstream, Luxembourg**") (and together with Euroclear, the "**ICSDs**").

Registered Notes sold outside the United States to non-U.S. persons in reliance on Regulation S will, unless otherwise specified in the Applicable Transaction Terms, be available only in book-entry

form and will be represented by an unrestricted global note certificate (an "**Unrestricted Global Note Certificate**").

Notes represented by an Unrestricted Global Note Certificate may be either (a) registered in the name of a nominee for DTC and deposited on or about the relevant issue date with the custodian for DTC, or (b) (in the case of a Certificate that is not to be held under the new safekeeping structure ("**New Safekeeping Structure**" or "**NSS**")) registered in the name of a common depositary (or its nominee) for Euroclear and/or Clearstream, Luxembourg and deposited on or about the relevant issue date with such common depositary, or (c) (in the case of a Certificate that is to be held under the New Safekeeping Structure) registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and deposited on or about the relevant issue date with such common safekeeper, in each case for credit to the respective accounts of beneficial owners of the Notes represented thereby.

On or prior to the 40th day after the later of the commencement of the offering and the date of delivery of the Notes of each Series, beneficial interests in an Unrestricted Global Note Certificate representing Notes of such Series may be held only through Euroclear or Clearstream, Luxembourg.

Beneficial interests in Notes evidenced by a Restricted Global Note Certificate or an Unrestricted Global Note Certificate will be shown on, and transfers thereof will be effected only through, records maintained by DTC and its direct or indirect participants (including Euroclear and Clearstream, Luxembourg).

Except as described herein, Individual Note Certificates (as defined herein) will not be issued in exchange for beneficial interests in Global Note Certificates. See "*Form of Notes – Global Note Certificates*".

Bearer Notes

Bearer Notes will, unless otherwise specified, only be sold outside the United States to non-U.S. persons in reliance on Regulation S and will, unless otherwise specified in the Applicable Transaction Terms, initially be represented by a Temporary Global Note without interest coupons attached, deposited:

(a) in the case of a global note which is not intended to be issued in new global note form (a "**Classic Global Note**" or "**CGN**"), as specified in the relevant Applicable Transaction Terms, with or on behalf of a common depositary located outside the United States for Euroclear and Clearstream, Luxembourg; or

(b) in the case of a global note which is intended to be issued in new global note form (a "**New Global Note**" or "**NGN**"), as specified in the relevant Applicable Transaction Terms, with a common safekeeper for Euroclear and/or Clearstream, Luxembourg.

Interests in a Temporary Global Note will be exchangeable (i) for interests in a permanent global Note in bearer form, without coupons (a "**Permanent Global Note**"), (ii) in whole but not in part for definitive Notes in bearer form or (iii) directly for interests in a Global Note Certificate, following certification of non-U.S. beneficial ownership as required by U.S. Treasury regulations.

	<p>Bearer Notes may be exchangeable for Global Note Certificates. Registered Notes will not be exchangeable for Bearer Notes.</p>
Issue Price:	<p>Notes may be issued at their principal amount or at a premium to their principal amount. Partly Paid Notes may also be issued, the Issue Price of which will be payable in two or more instalments. The Issue Price and amount of Notes to be issued under the Programme will be determined by the Issuer, the Guarantor and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.</p>
Fixed Interest Rate Notes:	<p>Fixed interest will be payable in arrears on the date or dates in each year specified in the relevant Applicable Transaction Terms.</p>
Floating Rate Notes:	<p>Floating Rate Notes will bear interest set separately for each Series by reference to EURIBOR or LIBOR (or, in the case of Exempt Notes, such other benchmark as may be specified in the applicable Pricing Supplement) as adjusted for any applicable margin. Interest periods will be specified in the relevant Applicable Transaction Terms.</p>
Zero Coupon Notes:	<p>Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.</p>
Partly Paid Notes:	<p>Unless otherwise specified in the applicable Pricing Supplement in relation to Partly Paid Notes which are Exempt Notes, Partly Paid Notes will be Fixed Rate Notes or Floating Rate Notes which are not Reference Item Linked Notes.</p> <p>The Issue Price of Notes which are Partly Paid Notes will be payable in instalments in such amounts and on such dates specified in the Applicable Transaction Terms. The Issuer will notify the Noteholders prior to the relevant Part Payment Date and will give details of the account to which such payment shall be made. If the relevant Part Payment Amount is not paid by a Noteholder, the Issuer will give notice and will redeem all the Notes by payment of the Early Redemption Amount. No interest will be paid in respect of the period from the Part Payment Date and the date on which the Notes are redeemed early.</p> <p>Interest in respect of such Partly Paid Notes will be determined by reference to the paid-up amount in respect of the Notes from time-to-time.</p>
Reference Item Linked Interest Notes:	<p>The Applicable Transaction Terms issued in respect of each issue of reference item linked interest Notes will specify the relevant type of Note and the amounts of interest payable will be calculated as provided in the conditions of the Notes set out in this Base Prospectus for that type of Note, which may be by reference to equity, a constant maturity swap, an inflation index, an equity index, a fund, reference entity, a foreign exchange rate or a formula (or in the case of Exempt Notes such other underlying reference item as may be set out in the applicable Pricing Supplement).</p>
Interest Periods and Interest Rates:	<p>The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. All such information will be set out in the relevant Applicable Transaction Terms.</p>

Settlement of the Notes:	Notes may be cash settled or (if the Notes are reference item linked redemption Notes) physically settled, as provided in the relevant Applicable Transaction Terms.
Reference Item Linked Redemption Notes:	The Applicable Transaction Terms issued in respect of each issue of reference item linked redemption Notes will specify the relevant type of Note and the redemption amounts payable or entitlements deliverable will be calculated as provided in the conditions of the Notes set out in this Base Prospectus for that type of Note, which may be (as applicable) by reference to equity, a constant maturity swap, an inflation index, an equity index, a fund, reference entity, a foreign exchange rate or a formula (or in the case of Exempt Notes such other underlying reference item as may be set out in the applicable Pricing Supplement).
Redemption by Instalments:	The Applicable Transaction Terms issued in respect of each issue of Notes which are redeemable in two or more instalments will set out the date on which, and the amounts in which, such Notes may be redeemed.
Other Notes:	Terms applicable to high interest Notes, low interest Notes, step-up Notes, step-down Notes, dual currency Notes, reverse dual currency Notes, optional dual currency Notes and any other type of Note which the Issuer, and any Dealer or Dealers may agree to issue under the Programme will be set out in the Pricing Supplement or in a Drawdown Prospectus (as applicable).
Optional Redemption:	The Applicable Transaction Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders, and if so the terms applicable to such redemption.
Early Redemption:	Except as provided in " <i>Optional Redemption</i> " above or as otherwise specifically provided in the Terms and Conditions of the Notes, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons.
Information requirements under Spanish Law:	<p>Under Spanish Law 10/2014 and Royal Decree 1065/2007 as amended, the Issuer, and Guarantor are required to provide to the Spanish tax authorities certain information relating to the Notes.</p> <p>If the Principal Paying Agent or the Iberclear Paying Agent, as the case may be, fails to provide the Issuer with the required information described under "<i>Taxation and Disclosure of Information in connection with Payments</i>" – <i>Taxation in Spain</i>" in respect of the Notes, the Issuer may be required to withhold tax and may pay income in respect of such principal amount net of the Spanish withholding tax applicable to such payments (currently at the rate of 19%).</p> <p>None of the Issuer, the Guarantor, the Arranger, the Dealers, or the ICSDs assumes any responsibility therefore.</p>
Governing Law:	The Notes, the Deed of Covenant, the Deed of Guarantee and all non-contractual obligations arising out of or in connection with them are governed by, and construed in accordance with, English law, save for the issue, subscription and first registration, form of representation, requirements, transfer and any other aspects of book-entry forms legal regime of the Book-Entry Notes and the status of the guarantee, which are governed by Spanish law.

Rule 144A:	Offers and sales in accordance with Rule 144A under the Securities Act will be permitted if specified in the relevant Applicable Transaction Terms, subject to compliance with all relevant legal and regulatory requirements of the United States of America.
Selling Restrictions:	<p>United States, United Kingdom, EEA and UK Retail Investors, Spain, Andorra, Chile, Colombia, France, Germany, Hong Kong, Ireland, Italy, Japan, Korea, Peru, Poland, Portuguese Republic, Switzerland, Taiwan, People's Republic of China and Singapore. See "<i>Plan of Distribution</i>".</p> <p>In connection with the offering and sale of a particular Tranche of Notes, additional selling restrictions may be imposed which will be set out in the Pricing Supplement.</p>
Risk Factors:	<p>Prospective investors should understand the risks of investing in any type of Note before they make their investment decision. They should make their own independent decision to invest in any type of Note and as to whether an investment in such Note is appropriate or proper for them based upon their own judgement and upon advice from such advisers as they consider necessary.</p> <p>For a description of certain risks involved in investing in the Notes, see "<i>Risk Factors</i>".</p> <p>Risk factors are designed both to protect investors from investments from which they are not suitable and to set out the financial risks associated with an investment in a particular type of Note.</p>
Representation of Noteholders:	The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests.

ISSUE OF NOTES

Notes will be issued on a continuous basis in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") on different issue dates. The specific terms of each Tranche (which will be, save in respect of the issue date, issue price, first payment of interest and principal amount of the Tranche, identical to the terms of other Tranches of the same Series) will be set forth in Applicable Transaction Terms to this Base Prospectus (the form of which is set out in "*Pro Forma Final Terms*" or "*Pro Forma Pricing Supplement*" below) or, as the case may be, in a Drawdown Prospectus (as applicable).

DOCUMENTS INCORPORATED BY REFERENCE

The following documents shall be deemed to be incorporated in, and to form part of, the Base Prospectus:

- (1) the English language translations of the audited consolidated financial statements of the Guarantor for the years ended 31 December 2018 and 31 December 2019, together with the auditor's reports thereon, prepared in accordance with IFRS as adopted by the European Union;
- (2) the unaudited consolidated interim financial report for the Guarantor for the three-month period ended 31 March 2020;
- (3) Form 20-F of the Guarantor prepared under IFRS-IASB for the years ended 31 December 2018 and 31 December 2019;
- (4) the audited financial statements of the Issuer for the years ended 31 December 2018 and 31 December 2019 together with the auditor's report thereon;
- (5) the terms and conditions of the Notes set out on pages 111 to 319 of the Base Prospectus dated 17 July 2019 (the "**2019 Conditions**"), the terms and conditions of the Notes set out on page 8 of the Supplement dated 5 March 2020 to the Base Prospectus dated 17 July 2019 (the "**2019 Supplement**"), the terms and conditions of the Notes set out on pages 99 to 294 of the Base Prospectus dated 25 July 2018 (the "**2018 Conditions**"), the terms and conditions of the Notes set out on pages 7 to 9 of the Supplement dated 27 November 2018 to the Base Prospectus dated 25 July 2018 (the "**2018 Supplement**"), the terms and conditions of the Notes set out on pages 101 to 296 of the Base Prospectus dated 14 July 2017 (the "**2017 Conditions**"), the terms and conditions of the Notes set out on pages 24 to 32 of the Supplement dated 5 April 2017 to the Base Prospectus dated 8 July 2016 (the "**2017 Supplement**"), the terms and conditions of the Notes set out on pages 97 to 285 of the Base Prospectus dated 8 July 2016 (the "**2016 Conditions**"), the terms and conditions of the Notes set out on pages 17 to 20 of the Supplement dated 21 October 2015 to the Base Prospectus dated 29 July 2015 (the "**21 October 2015 Supplement**"), the terms and conditions of the Notes set out on pages 4 to 7 of the Supplement dated 22 December 2015 to the Base Prospectus dated 29 July 2015 (the "**22 December 2015 Supplement**"), the terms and conditions of the Notes set out on pages 113 to 299 of the Base Prospectus dated 29 July 2015 (the "**July 2015 Conditions**"), the terms and conditions of the Notes set out on pages 5 and 6 of the Supplement dated 16 March 2015 to the offering circular dated 29 July 2014 (the "**2015 Supplement**"), the terms and conditions of the Notes set out on pages 55 to 257 of the offering circular dated 29 July 2014 (the "**2014 Conditions**"), the terms and conditions of the Notes set out on pages 7 to 9 of the supplement dated 31 March 2014 to the offering circular dated 29 July 2013 (the "**2014 Supplement**"), the terms and conditions of the Notes set out on pages 50 to 140 of the supplement dated 23 December 2013 to the listing particulars dated 29 July 2013 (the "**2013 Supplement**"), the terms and conditions set out on pages 47 to 163 of the base prospectus dated 29 July 2013 (the "**July 2013 Conditions**"), the terms and conditions set out on pages 34 to 151 of the base prospectus dated 25 March 2013 (the "**March 2013 Conditions**"), the terms and conditions of the Notes set out on pages 45 to 81 of the base prospectus dated 24 February 2012 (the "**2012 Conditions**"), on pages 41 to 76 of the base prospectus dated 24 February 2011 (the "**2011 Conditions**"), on pages 39 to 73 of the base prospectus dated 18 February 2010 (the "**2010 Conditions**"), on pages 36 to 70 of the base prospectus dated 11 February 2009 (the "**2009 Conditions**"), on pages 33 to 67 of the base prospectus dated 26 June 2008 (the "**2008 Conditions**"), on pages 27 to 62 of the base prospectus dated 14 September 2007 (the "**2007 Conditions**") and on pages 25 to 60 of the base prospectus dated 14 September 2006 (the "**2006 Conditions**"), relating to the Programme; and
- (6) the Base Prospectus dated 17 July 2019.

Any information contained in any of the documents specified above which is not incorporated by reference in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus.

English translations of Documents (1) above are available at: https://www.ise.ie/debt_documents/Guarantor%20Consolidated%20FinStats%202019_e5edb71d-f949-49c9-b0a1-cf74c7171835.pdf

and

https://www.ise.ie/debt_documents/Guarantor%20FS%20-%202031%20Dec%202018_5de6cb76-a6db-4be7-ba76-8824e0fb84f7.pdf

An English translation of Document (2) above is available at:

https://www.ise.ie/debt_documents/Guarantor%20Interim%20FS%20-%202031%20March%202020_82a3fd7c-cf47-4aaf-9825-f6447003881c.pdf

Documents (3) above are available at:

https://www.ise.ie/debt_documents/Guarantor%20Form%2020-F%20-%202031%20Dec%202019_6e85e736-61dd-4558-beed-e2a32dd71cbe.PDF and

https://www.ise.ie/debt_documents/Guarantor%20Form%2020-F%20-%202031%20Dec%202018_97350ba4-c5b2-48f0-8022-f4b98d239b0e.PDF

Documents (4) above are available at:

https://www.ise.ie/debt_documents/Issuer%20FS%20-%202031%20Dec%202019_49fe6cd1-207b-4804-be88-fa22a5c794e1.PDF and

<https://www.ise.ie/app/announcementDetails.aspx?ID=14126794>

Documents (5) above are available at the following:

- i. 2019 Conditions:
https://www.ise.ie/debt_documents/Base%20Prospectus_d8d63652-f600-43ba-a81a-b28ca47a842f.PDF
- ii. 2019 Supplement:
https://www.ise.ie/debt_documents/Supplements_cd50080d-e41b-4255-9d8e-1ffc88817e44.pdf
- iii. 2018 Conditions:
https://www.ise.ie/debt_documents/Base%20Prospectus_8093e791-d85b-47fc-9b16-f10438fe8e3d.PDF
- iv. 2018 Supplement:
https://www.ise.ie/debt_documents/FSupp_ac881db1-b3f6-4dd7-854d-86493b3150d6.PDF
- v. 2017 Conditions:
http://www.ise.ie/debt_documents/Base%20Prospectus_2614e0d8-d001-4de1-a49e-909c3e63078b.pdf
- vi. 2017 Supplement:
http://www.ise.ie/debt_documents/Supplements_9fb56fe5-0632-4769-b2ac-90281023c289.pdf
- vii. 2016 Conditions:
http://www.ise.ie/debt_documents/Base%20Prospectus_6c93b211-8f00-4a48-9e3c-410dacb0a6ad.pdf
- viii. 21 October 2015 Supplement:
http://ise.ie/debt_documents/Supplements_1b55356b-2019-45c2-bd3d-e2da3081ca31.pdf
- ix. 22 December 2015 Supplement:
http://ise.ie/debt_documents/Supplements_089d68fb-fbff-4a8e-bfc2-e06d8751affb.pdf
- x. July 2015 Conditions:
http://ise.ie/debt_documents/Base%20Prospectus_255fee15-ae4f-4ea9-88ce-138103bf5f4f.pdf
- xi. 2015 Supplement:
http://www.ise.ie/debt_documents/Supplements_a88cec99-be60-423d-ab5d-5264f12387e4.PDF?v=1252015
- xii. 2014 Supplement:
http://www.ise.ie/debt_documents/Supplements_6968f374-3143-40eb-8800-6c5c02054b8e.PDF
- xiii. 2013 Supplement:
http://www.ise.ie/debt_documents/Supplements_49d0e371-0e62-40c5-b8dc-b709529c5e93.PDF
- xiv. July 2014 Conditions:
http://www.ise.ie/debt_documents/Base%20Prospectus_5c44f473-6452-4657-9aa2-0a7b94fe6495.pdf?v=2762015
- xv. July 2013 Conditions:
http://www.ise.ie/debt_documents/Base%20Prospectus_d69f6e29-dc9b-44f3-ab94-172bda3c9d3f.pdf
- xvi. March 2013 Conditions:
http://www.ise.ie/debt_documents/Base%20Prospectus_80bb5846-b9fe-4d48-9b6b-baa69a2f9098.pdf
- xvii. 2012 Conditions:

- xviii. http://www.ise.ie/debt_documents/Base%20Prospectus_6b964f4d-e065-4217-9a81-f4f5c21e4d4b.pdf
2011 Conditions:
- xix. http://www.ise.ie/debt_documents/Base%20Prospectus_cba2bd86-e81b-4e8e-b31a-dc5ae0f61e91.pdf
2010 Conditions:
- xx. http://www.ise.ie/debt_documents/Banesto%20Financial%20Products%20EMTN%2042187Base_Prospectus_15946.pdf
2009 Conditions:
- xxi. http://www.ise.ie/debt_documents/BANESTO_7802.pdf
2008 Conditions:
- xxii. http://www.ise.ie/debt_documents/Base%20Prospectus_497.pdf
2007 Conditions:
- xxiii. http://www.ise.ie/debt_documents/EUR%2010,000,000,000%20Euro%20Medium%20Term%20Note%20Programme_9787.pdf
2006 Conditions:
- xxiii. [http://www.ise.ie/debt_documents/Banesto%20\(BP\)_8410.pdf](http://www.ise.ie/debt_documents/Banesto%20(BP)_8410.pdf)

Document (6) above is available at the following:

https://www.ise.ie/debt_documents/Base%20Prospectus_d8d63652-f600-43ba-a81a-b28ca47a842f.PDF

APPLICABLE TRANSACTION TERMS AND DRAWDOWN PROSPECTUSES

In this section the expression "necessary information" means, in relation to any Tranche of Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the Guarantor and of the rights attaching to the Notes. In relation to the different types of Notes which may be issued under the Programme, the Issuer and the Guarantor have endeavoured to include in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes which are not Exempt Notes will be contained either in the applicable Final Terms or in a Drawdown Prospectus. Such information will be contained in the applicable Final Terms unless any of such information constitutes a significant new factor relating to the information contained in this Base Prospectus in which case such information, together with all of the other necessary information in relation to the relevant series of Notes, may be contained in a Drawdown Prospectus.

For a Tranche of Notes which are not Exempt Notes and are the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Final Terms are the Conditions as completed by the applicable Final Terms.

For a Tranche of Notes which are Exempt Notes, any information which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to such Tranche of Notes will be contained in the applicable Pricing Supplement. Such Pricing Supplement will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which are Exempt Notes and are subject to a Pricing Supplement are the Conditions, as supplemented, amended or replaced by the applicable Pricing Supplement.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Applicable Transaction Terms (or Final Terms or Pricing Supplement, as the case may be) shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

Each Drawdown Prospectus will be constituted by a single document containing the necessary information relating to the Issuer and the Guarantor and the relevant Notes.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which will include the additional terms and conditions contained in Annex 1 in the case of Equity Linked Notes, Annex 2 in the case of Inflation Linked Notes, Annex 3 in the case of ETF Linked Notes, Annex 4 in the case of Fund Linked Notes, Annex 5 in the case of Credit Linked Notes, Annex 6 in the case of Foreign Exchange (FX) Rate Linked Notes and Annex 7 in relation to Payouts, and which, subject to completion by the applicable Final Terms (in the case of Notes other than Exempt Notes (as defined below)) or the applicable Pricing Supplement (in the case of Exempt Notes), will be applicable to the Notes in dematerialised book-entry form or in definitive form (if any) issued in exchange for the Global Note(s) or Global Note Certificate(s) representing each Series and, subject further to simplification by deletion of non-applicable provisions, will be endorsed on such definitive Bearer Notes or on the Certificates relating to such definitive Registered Notes, details of the relevant Series being shown on the relevant definitive Notes or Certificates and in the applicable Final Terms or Pricing Supplement as the case may be. References in the Conditions to "Notes" are to the Notes of one Series only, not to all Notes which may be issued under the Programme.

The Notes are issued pursuant to an amended and restated agency agreement dated on or around 28 July 2020 (the "**Agency Agreement**") between Santander International Products plc as issuer (the "**Issuer**"), Banco Santander, S.A. as guarantor (the "**Guarantor**") and as Iberclear paying agent in respect of Book-Entry Notes (the "**Iberclear Paying Agent**"), The Bank of New York Mellon, acting through its London Branch as principal paying agent (the "**Principal Paying Agent**"), paying agent (together with the Principal Paying Agent, the Iberclear Paying Agent and any additional or other paying agents in respect of the Notes from time to time appointed, the "**Paying Agents**"), transfer agent (together with any additional or other transfer agents in respect of the Notes from time to time appointed, the "**Transfer Agents**") and transparency directive agent, The Bank of New York Mellon as the U.S. paying and transfer agent, The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the "**Registrar**"), and with the benefit of a deed of covenant dated on or around 28 July 2020 (the "**Deed of Covenant**") executed by the Issuer in relation to the Notes. The Guarantor has, for the benefit of the Noteholders from time to time, executed and delivered a deed of guarantee dated on or around 28 July 2020 (the "**Deed of Guarantee**") under which it has guaranteed the due and punctual payment and/or delivery of all amounts due and/or assets deliverable by the Issuer under the Notes and the Deed of Covenant as and when the same shall become due and payable and/or deliverable. The initial Calculation Agent(s) (if any) is specified on the Notes. The holders of the Notes (the "**Noteholders**" or "**Holders**"), the holders of the interest coupons (the "**Coupons**") appertaining to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "**Talons**") (the "**Couponholders**") and the holders of the instalment receipts (the "**Receipts**") appertaining to the payment of principal by instalments are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

Copies of the Agency Agreement, the Deed of Covenant and the Deed of Guarantee are available for inspection at the specified offices of each of the Paying Agents.

Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche is the subject of a set of Applicable Transaction Terms (the "**Applicable Transaction Terms**") which completes or, in the case of Exempt Notes (as defined below), modifies or supplements these terms and conditions (the "**Conditions**"). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Applicable Transaction Terms. In the event of any inconsistency between these Conditions and the relevant Applicable Transaction Terms, the relevant Applicable Transaction Terms shall prevail. The Applicable Transaction Terms will comprise either (a) the final terms for this Note (or the relevant provisions thereof) as set out in Part A of the Final Terms (the "**Final Terms**") attached to or endorsed on this Note, or (b) if this Note is neither admitted to trading on a regulated market in the European Economic Area or in the United Kingdom nor offered in the European Economic Area or in the United Kingdom in circumstances where a prospectus is required to be published under the Prospectus Regulation (an "**Exempt Note**"), the final terms for this Note (or the relevant provisions thereof) as set out in Part A of the Pricing Supplement (the "**Pricing Supplement**") attached to or endorsed on this Note and may specify other terms and conditions which shall, to the extent inconsistent with the Conditions, supplement amend or replace the Conditions for the purposes of this Note. Any reference in these Conditions to "Applicable Transaction Terms" and/or "relevant Applicable Transaction Terms" will be deemed to be a reference to "Final Terms" and/or "applicable Final Terms"; and/or "Pricing Supplement" and/or "applicable Pricing Supplement", as appropriate in respect of each Series of Notes. Where this Note is issued under a standalone prospectus (a "**Drawdown Prospectus**"), references to the Applicable Transaction Terms, Final Terms or Pricing Supplement, as the case may be, shall be deemed to be references to the Drawdown Prospectus, as the context requires. The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

1. Definitions

See also Condition 21 (*Additional Definitions*) below.

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"Additional Business Centre(s)" means the city or cities specified as such in the relevant Applicable Transaction Terms;

"Administrator/Benchmark Event" means the Calculation Agent determines that (1) a Benchmark Modification or Cessation Event has occurred or will occur or (2) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of a relevant Benchmark or the administrator or sponsor of a relevant Benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case, with the effect that the Issuer or the Calculation Agent or any other entity is not, or will not be, permitted under any applicable law or regulation to use the relevant Benchmark to perform its or their respective obligations under the Notes or (3) it is not commercially reasonable to continue the use of Benchmark in connection with the Notes from the perspective of the Issuer or the Calculation Agent or the Issuer or the Calculation Agent suffers or will suffer an increased cost, in each case, as a result of any applicable licensing restrictions or changes in the cost of obtaining or maintaining any relevant licence (including, without limitation, where the Issuer, the Calculation Agent or any other entity is required to hold a valid licence in order to issue or perform its obligations in respect of the Notes and for any reason such licence is either not obtained, not renewed or is revoked or there is a material change in the cost of obtaining or renewing such licence) or (4) there has been a public statement or publication of information by the regulatory supervisor for the administrator of the relevant Benchmark announcing that the relevant Benchmark is no longer, or as of a specified future date will no longer be, representative of any relevant underlying market(s);

"Affiliate" means, in relation to any entity (the **"First Entity"**), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes **"control"** means ownership of a majority of the voting power of an entity or person or, if the Calculation Agent determines appropriate, the power to direct or cause the direction of the management and policies of the First Entity, whether by contract, or otherwise;

"AIAF" means the Spanish fixed income securities market, AIAF Mercado de Renta Fija operated by Bolsas y Mercados Españoles Renta Fija, S.A.U.;

"Amortised Face Amount" means, in respect of Zero Coupon Notes, an amount calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

RP means the Reference Price;

AY means the Accrual Yield expressed as a decimal; and

y is the Day Count Fraction specified in the Applicable Transaction Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or Early Redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or Early Redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date

fixed for redemption or Early Redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365);

"Associated Costs" means an amount per principal amount of the Notes equal to the Calculation Amount equal to such Notes' pro rata share of the total amount of any and all costs associated or incurred by the Issuer, any Affiliate and/or Hedging Party in connection with an early redemption, including, without limitation, any costs associated with unwinding, substituting, re-establishing and/or incurring any funding relating to the Notes and/or any costs associated with unwinding, substituting, re-establishing and/or incurring any Hedging Arrangements, all as determined by the Calculation Agent;

"Benchmark" means any figure which is a benchmark as defined in BMR by reference to which any amount payable or deliverable under the Notes, or the value of the Notes, is determined by reference in whole or in part, all as determined by the Calculation Agent;

"Benchmark Modification or Cessation Event" means, in respect of the Benchmark any of the following:

- (a) any material change in such Benchmark;
- (b) the permanent or indefinite cancellation or cessation in the provision of such Benchmark; or
- (c) a regulator or other official sector entity prohibits the use of such Benchmark;

"BMR" means the EU Benchmarks Regulation (Regulation (EU) 2016/1011), as amended from time to time;

"Broken Amount" has the meaning given in the relevant Applicable Transaction Terms;

"Business Day" means:

- (a) either (i) in relation to any sum payable in euro, a TARGET2 Settlement Day or (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in (a) in the case of Notes other than Book-Entry Notes, London and the Principal Financial Centre of the Relevant Currency or (b) in the case of Book-Entry Notes, Madrid and the Principal Financial Centre of the Relevant Currency; and
- (b) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each (if any) Additional Business Centre specified in the Applicable Transaction Terms (other than TARGET2); and
- (c) if TARGET2 is specified in the Applicable Transaction Terms as an Additional Business Centre, a TARGET2 Settlement Day;

"Business Day Convention", in relation to any particular date, has the meaning given in the relevant Applicable Transaction Terms and, if so specified in the relevant Applicable Transaction Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (a) **"Following Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day;
- (b) **"Modified Following Business Day Convention"** or **"Modified Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (c) **"Preceding Business Day Convention"** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

- (d) **"FRN Convention", "Floating Rate Convention" or "Eurodollar Convention"** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Applicable Transaction Terms as the Specified Period after the calendar month in which the preceding such date occurred **provided, however, that:**
- (i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (e) **"No Adjustment"** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"Calculation Agent" means the Person specified in the relevant Applicable Transaction Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Applicable Transaction Terms;

"Calculation Amount" means, in relation to any Notes, (i) where the Notes have only one Specified Denomination, such Specified Denomination, and (ii) where the Notes have more than one Specified Denomination, the lowest common factor of those Specified Denominations;

"Cash Settled Notes" means Notes for which settlement will be by way of cash settlement, as provided in the Applicable Transaction Terms;

"CMS Linked Notes" means Notes the payment of interest on which is linked to a constant maturity swap rate;

"Coupon Sheet" means, in respect of a Note, a coupon sheet relating to the Note;

"Credit Linked Conditions" means the conditions in respect of Credit Linked Notes set out at "*Annex 5 Additional Terms and Conditions for Credit Linked Notes*" of the Terms and Conditions of the Notes;

"Credit Linked Notes" means Notes to which the Credit Linked Conditions are specified to apply in the relevant Applicable Transaction Terms;

"Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time not comprising a complete year (whether or not constituting an Interest Period, the **"Calculation Period"**) such day count fraction as may be specified in these conditions or the relevant Applicable Transaction Terms and:

- (a) if **"Actual/Actual (ICMA)"** is so specified, means:
 - (i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (ii) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of

days in such Regular Period and (2) the number of Regular Periods in any year; and

- (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (b) if "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the 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);
- (c) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;
- (d) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;
- (e) if "**30/360**" is so specified, means the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

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

where:

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

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

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

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

"**D₁**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

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

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

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period; and

- (h) if "1/1" or "1" is so specified, one;

Notwithstanding anything to the contrary in these Conditions, if "Not Applicable" is specified in respect of the Day Count Fraction in the Applicable Transaction Terms, no Day Count Fraction will be taken into account in the calculation of any interest in respect of the Notes;

"Early Redemption Amount" means, in respect of any Note, its principal amount or such other amount (which may be expressed as a percentage of the Calculation Amount or an amount per Calculation Amount) as may be specified in, or determined in accordance with, the relevant Applicable Transaction Terms, which, in the case of Partly Paid Notes shall be the Partly Paid Early Redemption Amount. If "Market Value less Associated Costs" is specified in the Applicable Transaction Terms, this amount will be the fair market value of such Notes less Associated Costs and subject where applicable to the provisions of the definition "Fair Market Value Interest Element";

"Early Redemption Amount (Tax)" means, in respect of any Note, its principal amount or such other amount (which may be expressed as a percentage of the Calculation Amount or an amount per Calculation Amount) as may be specified in, or determined in accordance with, the relevant Applicable Transaction Terms and subject where applicable to the provisions of the definition "Fair Market Value Interest Element";

"ETF Linked Notes" means Notes linked to one or more exchange traded funds (as specified in the relevant Applicable Transaction Terms or Drawdown Prospectus (as the case may be));

"Equity Linked Notes" means Single Share Linked Notes, Share Basket Linked Notes, Single Share Index Linked Notes, Share Index Basket Linked Notes, each as defined in Annex 1 (*Provisions relating to Equity Linked Notes*) of these Conditions;

"Euro-zone" means the member states of the European Union that are participating in the third stage of European Monetary Union;

"Extraordinary Resolution" has the meaning given in the Agency Agreement;

"Fair Market Value Interest Element" means, if "Fair Market Value Interest Element" is specified as applicable in the Applicable Transaction Terms, then notwithstanding any other provision in the Conditions, no amount of accrued interest will be payable on early redemption of the Notes, but the Early Redemption Amount (Tax) or Early Redemption Amount (as applicable) will take into account the fair market value (if any) of the interest element of the Notes less, if so specified in the Applicable Transaction Terms, any Associated Costs;

"Final Redemption Amount" shall be an amount in respect of each Calculation Amount equal to, the Calculation Amount multiplied by: (i) the percentage or (ii) the Final Payout, in each case as specified in the relevant Applicable Transaction Terms or Drawdown Prospectus (as the case may be). For the avoidance of doubt, if the Final Payout is zero or negative, no amount shall be payable on the final redemption of the Note;

"First Interest Payment Date" means the date specified in the relevant Applicable Transaction Terms;

"Fixed Coupon Amount" has the meaning given in the relevant Applicable Transaction Terms;

"Fund Linked Notes" means Notes linked to a specified fund share or unit or basket of fund shares or units (as specified in the relevant Applicable Transaction Terms or Drawdown Prospectus (as the case may be));

"Hedging Arrangements" means any underlying or related transaction(s), asset(s) or trading position(s) or arrangements the Issuer and/or any of its Affiliates or agents may enter into or hold from time to time (including, if applicable, on a portfolio basis) to hedge directly or indirectly and whether in whole or in part the credit or other price risk or funding of the Issuer issuing and performing its obligations with respect to the Notes;

"Hedging Party(ies)" means the Issuer and, if any, the entity with which the Issuer agrees the Hedging Transaction(s);

"Hedging Transaction" means any transaction that the Issuer enters into in order to hedge its obligations in respect of the Notes;

"Iberclear" means *Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Unipersonal*;

"Index Linked Notes" means Equity Linked Notes other than Single Share Linked Notes and Share Basket Linked Notes;

"Inflation Linked Notes" means Notes linked to a specified inflation index or basket of inflation indices (as specified in the relevant Applicable Transaction Terms or Drawdown Prospectus (as the case may be));

"Instalment Amount" has the meaning given in the relevant Applicable Transaction Terms;

"Interest Amount" means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

"Interest Commencement Date" means the date of issue of the Notes (the **"Issue Date"**) or such other date as may be specified as the Interest Commencement Date in the relevant Applicable Transaction Terms;

"Interest Determination Date" means, with respect to an Interest Rate and Interest Period, the date specified in the relevant Applicable Transaction Terms or, if none is so specified, (i) the first day of such Interest Period if the Relevant Currency is sterling or (ii) the day falling two London Business Days prior to the first day of such Interest Period if the Relevant Currency is not sterling, or (iii) the day falling two TARGET2 Settlement Days prior to the first day of such Interest Period if the Relevant Currency is Euro;

"Interest Payment Date" means the First Interest Payment Date and any other date or dates specified as such in, or determined in accordance with the provisions of, the relevant Applicable Transaction Terms and, if a Business Day Convention is specified in the relevant Applicable Transaction Terms:

- (a) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (b) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Applicable Transaction Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"Interest Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date;

"Interest Rate" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Applicable Transaction Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Applicable Transaction Terms;

"ISDA Definitions" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto ("**ISDA**"), as amended or supplemented from time to time (the "**2006 Definitions**"), provided that if the Calculation Agent determines this is appropriate by reference to the hedging arrangements for the relevant series of Notes, ISDA Definitions will mean any successor definitional booklet to the 2006 Definitions as supplemented from time to time for interest rate derivatives, all as determined as of the date of the relevant determination under this Condition;

"Issue Date" has the meaning given in the relevant Applicable Transaction Terms;

"London Business Day" means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

"Margin" has the meaning given in the relevant Applicable Transaction Terms;

"Maturity Date" has the meaning given in the relevant Applicable Transaction Terms;

"Maximum Redemption Amount" has the meaning given in the relevant Applicable Transaction Terms;

"Minimum Redemption Amount" has the meaning given in the relevant Applicable Transaction Terms;

"Optional Redemption Amount (Call)" means, in respect of any Note, its principal amount or such other amount (which may be expressed as a percentage of the Calculation Amount or an amount per Calculation Amount) as may be specified in, or determined in accordance with, the relevant Applicable Transaction Terms;

"Optional Redemption Amount (Put)" means, in respect of any Note, its principal amount or such other amount (which may be expressed as a percentage of the Calculation Amount or an amount per Calculation Amount) as may be specified in, or determined in accordance with, the relevant Applicable Transaction Terms;

"Optional Redemption Date (Call)" has the meaning given in the relevant Applicable Transaction Terms;

"Optional Redemption Date (Put)" has the meaning given in the relevant Applicable Transaction Terms;

"Other Reference Item" means a reference item other than a share index, a share, an inflation index, a reference item rate, an exchange traded fund, a fund share, a fund unit, the credit of a specified entity or a foreign exchange rate, as specified in the applicable Pricing Supplement for the purpose of determining any interest payable or the redemption amount in respect of the relevant Note;

"Other Reference Item Linked Interest Note" means any Reference Item Linked Note in relation to which one or more interest amounts payable in respect of such Note are determined by reference to an Other Reference Item;

"Other Reference Item Linked Note" means an Other Reference Item Linked Interest Note or an Other Reference Item Linked Redemption Note;

"Other Reference Item Linked Redemption Note" means any Reference Item Linked Note in relation to which the redemption amounts payable in respect of such Note are determined by reference to an Other Reference Item;

"Outstanding Principal Amount" means the paid-up amount of each Calculation Amount from time to time, subject as provided in Condition 6(h);

"Partly Paid Early Redemption Amount" means an amount in respect of each Calculation Amount equal to the Outstanding Principal Amount of such Calculation Amount as of the Part Payment Date immediately preceding the date of early redemption, without taking into account any amounts paid on or after the relevant Part Payment Date, as further described in Condition 6(h);

"Person" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"Physical Delivery Notes" means Notes for which settlement will be by way of physical delivery, as provided in the Applicable Transaction Terms;

"Principal Financial Centre" means, in relation to any currency, the principal financial centre for that currency **provided, however, that:**

- (a) in relation to euro, it means the principal financial centre of such Member State of the European Union as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (b) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case, as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

"Prospectus Regulation" means Regulation (EU) 2017/1129;

"Redemption Amount" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Amortised Face Amount (in respect of Zero Coupon Notes) or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Applicable Transaction Terms;

"Reference Banks" has the meaning given in the relevant Applicable Transaction Terms or, if none, four (or if the Principal Financial Centre is Helsinki, five) major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

"Reference Item" means one or more underlying reference assets, entities or bases, as may be specified in the relevant Applicable Transaction Terms;

"Reference Item Linked Note" means a Note whose return (whether in respect of any interest payable on such Note and/or its redemption amount or the assets deliverable in respect of such Note) is linked to one or more Reference Items, including share indices, shares, inflation indices, reference item rate(s), fund shares or units, the credit of a specified entity or entities or foreign exchange rates or any Other Reference Item as specified in the relevant Applicable Transaction Terms;

"Reference Rate" means one of LIBOR or EURIBOR or, in the case of Exempt Notes, any other rate, as specified in the relevant Applicable Transaction Terms;

"Regular Period" means:

- (a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (b) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "Regular Date" means the day and month (but not the year) on which any Interest Payment Date falls; and
- (c) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "Regular Date" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"Relevant Business Day" means:

- (a) if the currency of payment is euro, any day which is:
 - (i) in the case of Notes other than Book-Entry Notes, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the relevant place of presentation; and
 - (ii) in the case of Book-Entry Notes, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Madrid; and
 - (iii) in the case of payment by transfer to an account, a TARGET2 Settlement Day and a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each (if any) Additional Financial Centre (as may be specified in the relevant Applicable Transaction Terms); or
- (b) if the currency of payment is not euro, any day which is:
 - (i) in the case of Notes other than Book-Entry Notes, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the relevant place of presentation; and
 - (ii) in the case of Book-Entry Notes, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Madrid; and
 - (iii) in the case of payment by transfer to an account, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre (as may be specified in the relevant Applicable Transaction Terms);

"Relevant Currency" means the currency specified as such in the relevant Applicable Transaction Terms or, if none is specified, the currency in which the Notes are denominated;

"Relevant Date" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received by the Principal Paying Agent, the Iberclear Paying Agent or the Registrar, as the case may be, on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

"Relevant Financial Centre" has the meaning given in the relevant Applicable Transaction Terms;

"Relevant Screen Page" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Applicable Transaction Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"Relevant Time" has the meaning given in the relevant Applicable Transaction Terms;

"Share Linked Notes" means Equity Linked Notes other than Single Share Index Linked Notes and Share Index Basket Linked Notes.

"Specified Currency" has the meaning given in the relevant Applicable Transaction Terms;

"Specified Denomination(s)" means, in relation to any Notes, the denomination or denominations of such Notes specified as such in the relevant Applicable Transaction Terms and may be expressed as (i) a currency amount or (ii) a currency amount and integral multiples of a second currency amount in excess of such currency amount;

"Specified Duration" means, with respect to any Floating Rate to be determined on an Interest Determination Date, the duration specified hereon or, if none is specified, a period of time equal to the relative interest accrual period, ignoring any adjustment pursuant to a Business Day Convention;

"specified office" has the meaning given in the Agency Agreement;

"Specified Period" has the meaning given in the relevant Applicable Transaction Terms;

"TARGET2" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

"TARGET2 Settlement Day" means any day on which TARGET2 is open; and

"Variable Coupon Amount Note" means each Note specified as such in the relevant Applicable Transaction Terms.

2. **Form, Denomination and Title**

(a) ***Bearer Notes and Registered Notes***

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

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

Bearer Notes are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Bearer Notes which do not bear interest or which are Zero Coupon Notes (as defined below) in which case references to interest (other than in relation to interest due after the Maturity Date), Coupon and Talons in these Conditions are not applicable. Any Bearer Note,

the principal amount of which is redeemable in instalments, is issued with one or more Receipts attached.

Registered Notes are represented by registered certificates ("**Certificates**"), each Certificate representing a holding of one or more Registered Notes by the same holder.

Title to the Bearer Notes and the Receipts, Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register which the Issuer 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 Note, Receipt, Coupon or Talon or Registered Note shall be deemed to be and may be treated as the absolute owner of such Bearer Note, Receipt, Coupon or Talon or Registered Note, 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 Bearer Note, Receipt, Coupon or Talon or Registered Note, shall be overdue and notwithstanding any notice of ownership, theft or loss thereof or any writing thereon made by anyone.

In these Conditions, "holder" (in relation to a Bearer Note, Receipt, Coupon or Talon or a Registered Note) means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be).

(b) ***Book-Entry Notes***

The Notes may be issued in dematerialised book-entry form (*anotaciones en cuenta*) ("**Book-Entry Notes**") in the Specified Denomination(s) specified in relation thereto. Book-Entry Notes may not be exchanged for Bearer Notes or Registered Notes and vice versa.

Book-Entry Notes may be transferred and title to the Book-Entry Notes may pass, in accordance with Spanish law and with all rules, restrictions and requirements of Iberclear (or, as the case may be, the relevant Iberclear Member), upon registration in the central registry (the "**Central Registry**") or, as the case may be, the registry maintained by the relevant member (*entidad participante*) of Iberclear ("**Iberclear Member**"). Except as otherwise required by Spanish law, each holder of Book-Entry Notes will be treated as the absolute owner of the relevant Book-Entry Note for all purposes and no person will be liable for so treating the holder of Book-Entry Notes.

The creation of limited in rem rights or any other encumbrance on the Book-Entry Note must be entered in the corresponding account and effected in accordance with the then current procedures of Iberclear (or relevant Iberclear Member).

One or more certificates evidencing the relevant Noteholder's holding of Book-Entry Notes in the relevant registry will be delivered by the relevant Iberclear Member or, where the Noteholder is itself a Iberclear Member, by Iberclear (in each case, in accordance with the requirements of Spanish law and the procedures of the relevant Iberclear Member or, as the case may be, Iberclear) to such Noteholder upon such Noteholder's request.

In these Conditions, "holder" in relation to Book-Entry Notes means the persons registered in the Central Registry maintained by Iberclear or in the registry maintained by the Iberclear Member. Any reference herein to Receipts, Coupons and Talons and to their respective holders shall not be applicable.

(c) ***Definitions***

Capitalised terms have the meanings given to them herein, the absence of any such meaning indicating that such term is not applicable to the Notes. All capitalised terms which are not defined in these conditions will have the meanings given to them in the relevant Applicable Transaction Terms. Those definitions will be endorsed on the definitive Bearer Notes (in the case of Bearer Notes) or the Certificates (in the case of Registered Notes).

3. **Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes**

(a) ***Exchange of Exchangeable Bearer Notes***

Subject as provided in Condition 3(f) (*Closed periods*), Exchangeable Bearer Notes may be exchanged for the same aggregate principal amount of Registered Notes at the request in writing of the relevant holder of a Note and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unmatured Receipts, Coupons and Talons relating to it, at the specified office of the Principal Paying Agent, the Registrar or any Transfer Agent: **provided, however, that** where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 7(b) (*Payments, Talons and Physical Delivery - Registered Notes*)) for any payment of interest or Instalment Amount, the Coupon in respect of that payment of interest or Receipt in respect of that Instalment Amount need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. In the case of a Series of Bearer Notes with more than one Specified Denomination, Bearer Notes of one Specified Denomination will not be exchangeable for Bearer Notes of another Specified Denomination. Bearer Notes which are not Exchangeable Bearer Notes may not be exchanged for Registered Notes.

(b) ***Transfer of Registered Notes***

One or more Registered Notes may be transferred upon the surrender of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate duly completed and executed, at the specified office of the Registrar or any Transfer Agent. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate in respect of the balance not transferred will be issued to the transferor. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(c) ***Exercise of Options or Partial Redemption in Respect of Registered Notes***

In the case of an exercise of an option by an Issuer or a holder of Notes in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) ***Delivery of new Certificates***

Each new Certificate to be issued pursuant to Conditions 3(a) (*Exchange of Exchangeable Bearer Notes*), (b) (*Transfer of Registered Notes*) or (c) (*Exercise of Options or Partial Redemption in Respect of Registered Notes*) will, within three 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 request for exchange or form of transfer shall have been delivered) of receipt of such request for exchange or 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 request for exchange or 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 request for exchange or form of transfer.

(e) ***Exchange free of charge***

Exchange and transfer of Notes on registration, transfer, partial redemption or exercise of an option will be effected without charge by or on behalf of the Issuer, 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 in respect thereof) of any tax or other governmental charges which may be imposed in relation to it.

(f) ***Closed periods***

No holder of a Note may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for a Registered Note (i) during the period of 15 days ending on the due date for redemption of that Note, (ii) during the period of 15 days prior to any date on which Notes may be redeemed by the Issuer at its option pursuant to Condition 6(e) (*Redemption, Purchase and Options – Redemption at the Option of the Issuer and Exercise of Issuer's Options*) or (iii) after any such Note has been drawn for redemption in whole or in part. An Exchangeable Bearer Note called for redemption may, however, be exchanged for a Registered Note in respect of which the Certificate is simultaneously surrendered not later than the relevant Record Date.

(g) ***Restricted Securities***

For so long as any Registered Note is outstanding and is a "**restricted security**" (as defined in Rule 144 (a)(3) under the United States Securities Act of 1933, as amended (the "**Securities Act**")) and during any period in relation thereto during which it is neither subject to Sections 13 or 15(d) of the United States Exchange Act of 1934, as amended (the "**Exchange Act**") nor exempt from reporting pursuant to Rule 12g3-2(b) of the Exchange Act, the Issuer and the Guarantor will make available on request to each holder of such Note in connection with any resale thereof and to any prospective purchaser of such Note from such holder, in each case upon request, the information specified in and meeting the requirements of Rule 144A(d)(4) under the Securities Act.

4. **Guarantee and Status**

(a) ***Status of the Notes***

The Notes and the Receipts and Coupons relating thereto constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* and rateably without any preference among the obligations of the Issuer in respect of other Notes of the same Series of the Issuer and (subject to any applicable statutory exceptions and without prejudice as aforesaid) at least *pari passu* with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future.

By purchasing the Notes, holders of Notes expressly waive any preference or priority that may be conferred upon them by any existing or future law over the holders of any other Notes and any other unsecured and unsubordinated debt securities issued by the Issuer, so that no Notes shall rank in any circumstances ahead of any such other Notes (provided, however, that no such waiver shall apply in respect of any other Notes which qualify as subordinated claims pursuant to Article 92 of Law 22/2003 on insolvency (*Ley Concursal*) dated 9 July 2003 ("**Law 22/2003**" or "**Spanish Insolvency Law**") (or, as from RDL 1/2020 enters into force, Article 281 of RDL 1/2020) or equivalent legal provision which replaces it in future).

(b) ***Guarantee***

The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums expressed to be payable and/or delivery of all assets expressed to be deliverable by the Issuer under the Notes, Receipts and Coupons. The obligations of the Guarantor in respect of the Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and rank *pari passu* without any preference in respect of other Notes of the same Series and in the event of the insolvency (*concurso*) of the Guarantor will rank *pari passu* with all other present and future unsecured and unsubordinated obligations of the Guarantor, except for such payment obligations that are preferred by law under Articles 84.2, 90, 91 of Law 22/2003 (or, as from RDL 1/2020 enters into force, Articles 242, 270 and 280 of RDL 1/2020) and any deposits described in Additional Provision 14.1 of Law 11/2015 or, as the case may be, that are qualified as subordinated debt by law under Article 92 of Law 22/2003 (or, as from RDL 1/2020 enters into force, Article 281 of RDL 1/2020) or equivalent legal provisions which replace them in the future. Its obligations in that respect (the "**Guarantee**") are contained in the Deed of Guarantee.

The claims of all creditors against the Guarantor considered as "ordinary credits" will be satisfied pro rata in insolvency. Ordinary credits rank above subordinated credits and the rights of shareholders.

Pursuant to Article 59 of the Law 22/2003 (or, as from RDL 1/2020 enters into force, Article 152 of RDL 1/2020), the further accrual of interest shall be suspended from the date of declaration of the insolvency of the Guarantor. Claims of Noteholders in respect of interest accrued but unpaid as of the commencement of any insolvency procedure in respect of the Guarantor shall constitute subordinated claims against the Guarantor ranking in accordance with the provisions of Article 92 of the Spanish Insolvency Law (or, as from RDL 1/2020 enters into force, Article 281 of RDL 1/2020) (including, without limitation, after claims on account of principal in respect of contractually subordinated obligations of the Guarantor).

The obligations of the Guarantor under the Guarantee are also subject to the application of the general bail-in tool by the relevant resolution authority pursuant to the Bank Recovery and Resolution Directive and Law 11/2015.

As used in these Conditions, "Relevant Indebtedness" means any indebtedness of the Guarantor arising on or after 3 February 2005, any indebtedness of the Issuer or any other person or entity in the form of, or represented by, bonds, notes, debentures, loan stock or other securities which are or are capable of being quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter market or other securities market (for which purpose any such bonds, notes, debentures, loan stock or other securities shall be deemed not to be capable of being so quoted, listed or ordinarily dealt in if the terms of the issue thereof expressly so provide) and where more than 50% thereof in aggregate principal amount are initially offered, sold or distributed outside the Kingdom of Spain ("**Spain**"); provided, however, that Relevant Indebtedness shall not include any indebtedness which is secured upon, or has a preferential right to, a specified pool of assets or revenues present or future, including, without limitation, *cédulas hipotecarias* issued in accordance with Law 2/1981, of 25 March, regulating the mortgage market ("**Law 2/81**") and Real Decreto 716/2009 of 24 April which develops the Law 2/81, as amended or superseded from time to time ("**Cédulas Hipotecarias**") or Cédulas Territoriales.

5. Interest Provisions

(a) Fixed Rate Note Provisions

- (i) *Application:* This Condition 5(a) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Applicable Transaction Terms as being applicable.
- (ii) *Accrual of interest:* The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrears on each Interest Payment Date, subject as provided in Condition 7 (*Payments, Talons and Physical Delivery*) and Condition 5(b)(vi) (*Reference Item Linked Interest Notes*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation (in the case of Notes other than Book-Entry Notes), payment of the Redemption Amount or the payment and/or delivery of the Entitlement (if applicable) due is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5(a) (as well after as before judgment) until whichever is the earlier of (A) the day on which all sums due and/or assets comprised in the Entitlement in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (B) the day which is seven days after the Principal Paying Agent, the Iberclear Paying Agent or the Registrar (as the case may be) or any agent appointed by the Issuer to deliver such assets to Noteholders has notified the Noteholders that it has received all sums due and/or assets comprised in the Entitlement in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment and/or delivery).
- (iii) *Fixed Coupon Amount or Broken Amount:* If a Fixed Coupon Amount is specified in the Applicable Transaction Terms, the amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed

Coupon Amount in respect of the relevant Specified Denomination. If a Broken Amount is specified in the Applicable Transaction Terms, the amount of interest payable in respect of the specified Interest Payment Date shall be the relevant Broken Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Broken Amount in respect of the relevant Specified Denomination.

- (iv) *Calculation of interest amount:* The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount or Broken Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount (or, in the case of Partly Paid Notes, to the Outstanding Principal Amount in respect of the Calculation Amount as of the first day of the relevant Interest Period), multiplying the product by the relevant Day Count Fraction. The resultant figure shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

(b) ***Floating Rate Notes, ETF Linked Notes, CMS Linked Notes, Reference Item Linked Notes and Other Reference Item Linked Interest Notes***

- (i) *Application:* This Condition 5(b) is applicable to the Notes only if the Floating Rate Note Provisions, CMS Linked Note provisions, Equity Linked Note Provisions, Inflation Linked Note Provisions, ETF Linked Note Provisions, Fund Linked Note Provisions or Foreign Exchange (FX) Rate Linked Note Provisions are specified in the relevant Applicable Transaction Terms as being applicable or if the Other Reference Item Linked Interest Note Provisions are specified in the relevant Applicable Transaction Terms or Drawdown Prospectus (as the case may be) as being applicable.
- (ii) *Accrual of interest:* The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrears on each Interest Payment Date, subject as provided in Condition 7 (*Payments, Talons and Physical Delivery*) and Condition 5(b)(vi) (*Reference Item Linked Interest Notes*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation (in the case of Notes other than Book-Entry Notes), payment of the Redemption Amount or the payment and/or delivery of the Entitlement (if applicable) due is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (as well after as before judgment) until whichever is the earlier of (A) the day on which all sums due and/or assets comprised in the Entitlement in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (B) the day which is seven days after the Principal Paying Agent, the Iberclear Paying Agent or the Registrar (as the case may be) or any agent appointed by the Issuer to deliver such assets to Noteholders has notified the Noteholders that it has received all sums due and/or assets comprised in the Entitlement in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment and/or delivery).
- (iii) *Screen Rate Determination:* If Screen Rate Determination is specified in the relevant Applicable Transaction Terms as the manner in which the Rate(s) of Interest or Rate is/are to be determined, such Rate of Interest or the relevant the Rate in respect of an Interest Period will be determined by the Calculation Agent on the following basis and the Rate of Interest or Rate shall be determined in accordance with Condition 5(b)(v) (in the case of Floating Rate Notes) or Condition 5(b)(vi) (in the case of Reference Item Linked Interest Notes):
 - (A) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

- (B) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (C) if, in the case of (A) above, such rate does not appear on that page or, in the case of (B) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:
 - (1) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
 - (2) determine the arithmetic mean of such quotations; and
- (D) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest or Rate in respect of such Interest Period shall be the rate or (as the case may be) the arithmetic mean so determined; **provided, however, that** if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest or Rate will be the rate or (as the case may be) the arithmetic mean last available on the Relevant Screen Page.

- (iv) *ISDA Determination:* If ISDA Determination is specified in the relevant Applicable Transaction Terms as the manner in which the Rate(s) of Interest or Rate is/are to be determined, the Rate applicable to the Notes for each Interest Period will be the relevant ISDA Rate where "ISDA Rate" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent (as defined in the ISDA Definitions) for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
 - (A) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Applicable Transaction Terms;
 - (B) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Applicable Transaction Terms; and
 - (C) the relevant Reset Date (as defined in the ISDA Definitions) is either (X) if the relevant Floating Rate Option is based on the London inter-bank offered rate (LIBOR) for a currency, the first day of that Interest Period or (Y) in any other case, as specified in the relevant Applicable Transaction Terms.

Where ISDA Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, unless otherwise stated in the Applicable Transaction Terms, the Minimum Rate of Interest shall be deemed to be zero.

- (v) *Rate of Interest:* the Rate of Interest in relation to the Notes (other than Reference Item Linked Interest Notes) shall be determined as follows:

- (A) If "Margin Plus Rate" is specified as applicable in the relevant Applicable Transaction Terms, the Rate of Interest will be equal to the Margin plus the Rate;
- (B) If "Specified Percentage Multiplied by Rate" is specified in the relevant Applicable Transaction Terms, the Rate of Interest will be equal to the Specified Percentage multiplied by the Rate; or
- (C) If "Difference in Rates" is specified in the relevant Applicable Transaction Terms, the Rate of Interest will be equal to the Specified Percentage multiplied by (Rate – Rate 2), each of Rate and Rate 2 to be determined in accordance with Condition 5(b)(iii) or (iv), as applicable.
- (D) **SONIA**

Compounded Daily SONIA – non Index Determination

If the Reference Rate is specified in the relevant Applicable Transaction Terms as being Compounded Daily SONIA, the Rate of Interest for each Interest Period will, subject as provided below and save where Index Determination applies, be Compounded Daily SONIA plus the Margin (if any), as calculated by the Calculation Agent:

"**Compounded Daily SONIA**" means the rate of return of a daily compound interest investment (with the daily Sterling Overnight Index Average as the reference rate for the calculation of interest) calculated by the Calculation Agent on the relevant Interest Determination Date (as further specified in the relevant Applicable Transaction Terms) in accordance with the following formula, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SONIA_{i-pLBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

"**d**" means the number of calendar days in (where in the relevant Applicable Transaction Terms "Lag" is specified as the Observation Method) the relevant Interest Period or (where in the relevant Applicable Transaction Terms "Shift" is specified as the Observation Method) the relevant SONIA Observation Period;

"**d₀**" means (where in the relevant Applicable Transaction Terms "Lag" is specified as the Observation Method) for any Interest Period, the number of London Banking Days in the relevant Interest Period or (where in the relevant Applicable Transaction Terms "Shift" is specified as the Observation Method) for any SONIA Observation Period, the number of London Banking Days in the relevant SONIA Observation Period;

"**i**" means a series of whole numbers from 1 to "d₀", each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day (where in the relevant Applicable Transaction Terms "Lag" is specified as the Observation Method) in the relevant Interest Period or (where in the relevant Applicable Transaction Terms "Shift" is specified as the Observation Method) the SONIA Observation Period;

"**London Banking Day**" or "**LBD**" means any calendar day (other than a Saturday and Sunday) on which commercial banks are open for general

business (including dealing in foreign exchange and foreign currency deposits) in London;

"**n_i**", for any day "**i**", means the number of calendar days from and including such day "**i**" up to but excluding the following London Banking Day;

"**Observation Look-Back Period**" means the number of London Banking Days specified in the relevant Applicable Transaction Terms;

"**p**" means (save as specified in the relevant Applicable Transaction Terms) the number of London Banking Days included in the Observation Look-Back Period specified in the relevant Applicable Transaction Terms;

"**SONIA Observation Period**" means the period from and including the date falling "**p**" London Banking Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date falling "**p**" London Banking Days prior to the relevant Interest Payment Date;

"**SONIA Reference Rate**", in respect of any London Banking Day, is a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors (on the London Banking Day immediately following such London Banking Day); and

"**SONIA_{i-pLBD}**" means:

- (a) where in the relevant Applicable Transaction Terms "**Lag**" is specified as the Observation Method, (save as specified in the relevant Applicable Transaction Terms) in respect of any London Banking Day "**i**" falling in the relevant Interest Period, the SONIA Reference Rate for the London Banking Day falling "**p**" London Banking Days prior to such day; or
- (b) where in the relevant Applicable Transaction Terms "**Shift**" is specified as the Observation Method, (save as specified in the relevant Applicable Transaction Terms) SONIA_i, where SONIA_i is, in respect of any London Banking Day "**i**" falling in the relevant SONIA Observation Period, the SONIA Reference Rate for such London Banking Day.

Compounded Daily SONIA – Index Determination

If the Reference Rate is specified in the relevant Applicable Transaction Terms as being Compounded Daily SONIA, and Index Determination is specified as being applicable in the relevant Applicable Transaction Terms, the Rate of Interest for each Interest Period will be calculated by reference to the screen rate or index administered by the administrator of the Sterling Overnight Index Average reference rate that is published or displayed by such administrator or other information service from time to time at the relevant time on the relevant determination dates specified below, as further specified in the relevant Applicable Transaction Terms (the "**SONIA Compounded Index**") and the following formula. Such Rate of Interest will be plus the Margin (if any), as calculated by the Calculation Agent.

Compounded Daily SONIA rate =

$$\left(\frac{SONIA \text{ Compounded Index}_y}{SONIA \text{ Compounded Index}_x} - 1 \right) \times \frac{365}{d}$$

where:

"x" denotes the value of the relevant SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to the first day of the relevant Interest Period;

"y" denotes the value of the relevant SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to the relevant Interest Payment Date;

"d" is the number of calendar days from (and including) the day in relation to which "x" is determined to (but excluding) the day in relation to which "y" is determined;

"**London Banking Day**" or "**LBD**" means any calendar day (other than a Saturday and Sunday) on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London; and

"**Relevant Number**" is as specified in the relevant Applicable Transaction Terms.

(E) **SOFR**

Compounded Daily SOFR – non Index Determination

If the Reference Rate is specified in the relevant Applicable Transaction Terms as being Compounded Daily SOFR, the Rate of Interest for each Interest Period will, subject as provided below and save where Index Determination applies, be Compounded Daily SOFR plus the Margin (if any), as calculated by the Calculation Agent:

"**Compounded Daily SOFR**" means the rate of return of a daily compound interest investment (with the daily Secured Overnight Financing Rate as the reference rate for the calculation of interest) calculated by the Calculation Agent on the Interest Determination Date (as further specified in the relevant Applicable Transaction Terms) as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SOFR_{i-pUSBD} \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

"d" means the number of calendar days in (where in the relevant Applicable Transaction Terms "Lag" is specified as the Observation Method) the relevant Interest Period or (where in the relevant Applicable Transaction Terms "Shift" is specified as the Observation Method) the relevant SOFR Observation Period;

"d₀", means (where in the relevant Applicable Transaction Terms "Lag" is specified as the Observation Method) for any Interest Period, the number of U.S. Government Securities Business Days in the relevant Interest Period or (where in the relevant Applicable Transaction Terms "Shift" is specified as the Observation Method) for any SOFR Observation Period, the number of

U.S. Government Securities Business Days in the relevant SOFR Observation Period;

"**i**" means a series of whole numbers from 1 to "**d₀**", each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day (where in the relevant Applicable Transaction Terms "**Lag**" is specified as the Observation Method) in the relevant Interest Period or (where in the relevant Applicable Transaction Terms "**Shift**" is specified as the Observation Method) the SOFR Observation Period;

"**ni**", for any U.S. Government Securities Business Day, means the number of calendar days from and including, such U.S. Government Securities Business Day up to but excluding the following U.S. Government Securities Business Day;

"**Observation Look-Back Period**" means the number of U.S. Government Securities Business Days specified in the relevant Applicable Transaction Terms;

"**p**" means (save as specified in the relevant Applicable Transaction Terms) the number of U.S. Government Securities Business Days included in the Observation Look-Back Period specified in the relevant Applicable Transaction Terms;

"**SOFR Reference Rate**", in respect of any U.S. Government Securities Business Day ("**USBD_x**"), is a reference rate equal to the daily secured overnight financing ("**SOFR**") rate for such USBD_x as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor website or the website of any successor administrator for the publication of such rate (the "**New York Federal Reserve's Website**") (in each case, on or about 5:00 p.m., New York City time, on the U.S. Government Securities Business Day immediately following such USBD_x) or if the New York Federal Reserve's Website is unavailable as otherwise published by or on behalf of the relevant administrator;

"**SOFR_{i-pUSBD}**" means:

- (a) where in the relevant Applicable Transaction Terms "**Lag**" is specified as the Observation Method, (save as specified in the relevant Applicable Transaction Terms) in respect of any U.S. Government Securities Business Day "**i**" falling in the relevant Interest Period, the SOFR Reference Rate for the U.S. Government Securities Business Day falling "**p**" U.S. Government Securities Business Days prior to such day; or
- (b) where in the relevant Applicable Transaction Terms "**Shift**" is specified as the Observation Method, (save as specified in the relevant Applicable Transaction Terms) SOFR_i, where SOFR_i is, in respect of any U.S. Government Securities Business Day "**i**" falling in the relevant SOFR Observation Period, the SOFR Reference Rate for such day;

"**SOFR Observation Period**" means in respect of each Interest Period, the period from and including the date falling "**p**" U.S. Government Securities Business Days preceding the first date in such Interest Period to but excluding the date p U.S. Government Securities Business Days preceding the relevant Interest Payment Date; and

"**U.S. Government Securities Business Day**" or "**USBD**" means any day, except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

Compounded Daily SOFR – Index Determination

If the Reference Rate is Compounded Daily SOFR, and Index Determination is specified as being applicable in the relevant Applicable Transaction Terms, the Rate of Interest for each Interest Period will be calculated by reference to the following formula and based on the SOFR Index (as defined below), as further specified in the relevant Applicable Transaction Terms and the resulting percentage will be rounded if necessary to the nearest one hundred-thousandth of a percentage point e.g., 9.876541% (or .09876541) being rounded down to 9.87654% (or .0987654) and 9.876545% (or .09876545) being rounded up to 9.87655% (or .0987655). Such Rate of Interest will be plus the Margin (if any), all as calculated by the Calculation Agent.

Compounded Daily SOFR =

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \left(\frac{360}{d_c} \right)$$

where:

"**Relevant Number**" is as specified in the relevant Applicable Transaction Terms;

"**SOFR Index_{Start}**" is the SOFR Index value for the day which is the Relevant Number of U.S. Government Securities Business Days preceding the first date of the relevant Interest Period;

"**SOFR Index_{End}**" is the SOFR Index value for the day which is the Relevant Number of U.S. Government Securities Business Days preceding the Interest Payment Date relating to such Interest Period;

"**SOFR Index**" means, in respect of any U.S. Government Securities Business Day, the SOFR Index value as published by the Federal Reserve Bank of New York, as the administrator of such index (or any successor administrator of index) as such index appears on the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor website or the website of any successor administrator for the publication of such index at the 3:00 pm New York City time;

"**U.S. Government Securities Business Day**" or "**USBD**" means any day, except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities; and

"**d_c**" is the number of calendar days from (and including) the day in relation to which SOFR Index_{Start} is determined to (but excluding) the day in relation to which SOFR Index_{End} is determined.

(F) €STR

If the Reference Rate is specified in the relevant Applicable Transaction Terms as being Compounded Daily €STR, the Rate of Interest for each

Interest Period will, subject as provided below, be Compounded Daily €STR plus the Margin (if any), as calculated by the Calculation Agent, as applicable (as specified in the relevant Applicable Transaction Terms) calculated as immediately set out below.

"**Compounded Daily €STR**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily euro short term rate as the reference rate for the calculation of interest) calculated by the Calculation Agent on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the nearest fourth decimal place, with 0.00005 being rounded upwards:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{Relevant } \text{€STR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

"**d**" is the number of calendar days in (where in the relevant Applicable Transaction Terms "Lag" is specified as the Observation Method) the relevant Interest Period or (where in the relevant Applicable Transaction Terms "Shift" is specified as the Observation Method) the relevant €STR Observation Period;

"**d₀**" is the number of TARGET2 Business Days in (where in the relevant Applicable Transaction Terms "Lag" is specified as the Observation Method) the relevant Interest Period or (where in the relevant Applicable Transaction Terms "Shift" is specified as the Observation Method) the relevant €STR Observation Period;

"**€STR Observation Period**" means the period from (and including) the day falling "p" TARGET2 Business Days prior to the first day of the relevant Interest Period to (but excluding) the day falling "p" TARGET2 Business Days prior to the relevant Interest Payment Date;

"**€STR Reference Rate**", in respect of any TARGET2 Business Day, is a reference rate equal to the daily euro short term ("€STR") rate for such TARGET2 Business Day as provided by the European Central Bank, as the administrator of such rate (or any successor administrator of such rate) on the website of the European Central Bank at <https://www.ecb.europa.eu/home/html/index.en.html>, or any successor website or the website of any successor administrator for the publication of such rate (the "**ECB's Website**") (in each case, on or about 9.00am., Central European Time, on the TARGET2 Business Day immediately following such TARGET2 Business Day) or if the ECB's Website is unavailable as otherwise published by or on behalf of the relevant administrator;

"**€STR_{i-pTBD}**" means, in respect of any TARGET2 Business Day "i", the €STR reference rate for the TARGET2 Business Day falling "p" TARGET2 Business Days prior to the relevant TARGET2 Business Day "i";

"**i**" is a series of whole numbers from one to "d₀", each representing the relevant TARGET2 Business Day in chronological order from, and including, the first TARGET2 Business Day in (where in the relevant Applicable Transaction Terms "Lag" is specified as the Observation Method) the relevant Interest Period or (where in the relevant Applicable Transaction Terms "Shift" is specified as the Observation Method) the relevant €STR Observation Period;

"**n_i**", for any TARGET2 Business Day "i", means the number of calendar days from and including such TARGET2 Business Day "i" up to but excluding the following TARGET2 Business Day;

"**Observation Look-Back Period**" means the number of TARGET2 Business Day specified in the relevant Applicable Transaction Terms;

"**p**" means (save as specified in the relevant Applicable Transaction Terms) the number of TARGET2 Business Days included in the Observation Look-Back Period specified in the relevant Applicable Transaction Terms;

"**Relevant €STR_i**" means, in respect of any TARGET2 Business Day "i":

- (a) where "Lag" is specified as the Observation Method in the relevant Applicable Transaction Terms, €STR_{i-pTBD}; or
- (b) where "Shift" is specified as the Observation Method in the relevant Applicable Transaction Terms, €STR_{i-}, where €STR_{i-} is, in respect of any TARGET2 Business Day "i" falling in the relevant €STR Observation Period, the €STR Reference Rate for such day; and

"**TARGET2 Business Day**" or "**TBD**" means a day on which the TARGET2 System is open.

- (vi) *Reference Item Linked Interest Notes:* In the case of Reference Item Linked Interest Notes or Other Reference Item Linked Interest Notes, where the Rate of Interest and/or the Interest Amount (whether on any Interest Payment Date, early redemption, maturity or otherwise) is to be determined by reference to one or more Reference Items, the Rate of Interest and/or the Interest Amount shall be determined where applicable as provided below, in the relevant Applicable Transaction Terms and, where applicable, the Payout Conditions.
- (vii) *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Applicable Transaction Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the Applicable Transaction Terms, the Minimum Rate of Interest shall be deemed to be zero and in no event shall the Rate of Interest be less than zero.
- (viii) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount (or, in the case of Partly Paid Notes, to the Outstanding Principal Amount in respect of the Calculation Amount as of the first day of the relevant Interest Period), multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose a "sub-unit" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.
- (ix) *Calculation of other amounts:* If the relevant Applicable Transaction Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Applicable Transaction Terms.
- (x) *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any

other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.

- (xi) *Notifications, etc:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Guarantor, the Paying Agents, the Noteholders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(c) ***Dual Currency Note Provisions***

- (i) *Application:* This Condition 5(c) is applicable to the Notes only if the Dual Currency Note Provisions are specified in the relevant Applicable Transaction Terms as being applicable.
- (ii) *Rate of Interest:* If the rate or amount of interest falls to be determined by reference to an exchange rate, the rate or amount of interest payable shall be determined in the manner specified in the relevant Applicable Transaction Terms.

(d) ***Accrual of Interest for Credit Linked Notes***

If Annex 5 (*Additional Terms and Conditions for Credit Linked Notes*) applies in respect of the Notes and:

- (i) "Accrual of Interest upon Credit Event" is specified as Not Applicable in the Applicable Transaction Terms, each Note shall cease to bear interest from (and including) the Interest Payment Date immediately preceding or, if the Credit Event Determination Date is an Interest Payment Date, coinciding with the Credit Event Determination Date or, if the Credit Event Determination Date falls on or prior to the first Interest Payment Date, no interest shall accrue on the Notes; or
- (ii) "Accrual of Interest upon Credit Event" is specified as being Applicable in the Applicable Transactions Terms, each Note shall cease to bear interest from the Credit Event Determination Date; and

Provided further that, if Annex 5 (*Additional Terms and Conditions for Credit Linked Notes*) applies in respect of the Notes and;

- (A) Credit Linked Condition 5, Credit Linked Condition 6 or Credit Linked Condition 7 applies, in respect of the Notes and, in the case of Credit linked Condition 5, a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date or, in the case of Credit Linked Condition 6, a Failure to Pay has not occurred on or prior to the Grace Period Extension Date or, in the case of Credit Linked Condition 7, a Credit Event has not occurred on or prior to the DC Determination Cut-off Date; and/or

- (B) Credit Linked Condition 8 applies in respect of the Notes and:

- I. the Repudiation/Moratorium Extension Condition is not satisfied; or

II. a Credit Event Determination Date has not occurred,

in each case, on or prior to the Postponed Cut-Off Date, then the interest will accrue as provided in Credit Linked Condition 5, Credit Linked Condition 6, Credit Linked Condition 7 or Credit Linked Condition 8, as the case may be.

(e) ***Call Option Interest Rate and Put Option Interest Rate***

- (i) The provisions of this Condition 5(e) apply to any Notes in respect of which the Rate of Interest specified in the Applicable Transaction Terms is Call Option Interest Rate or Put Option Interest Rate (such Notes being "**Call Option Rate Notes**" and "**Put Option Rate Notes**" respectively).
- (ii) Notwithstanding anything to the contrary in the Conditions (including with respect to accrual), there are no Interest Periods in respect of the Notes and each nominal amount of Notes equal to the Calculation Amount pays the Interest Amount (if any) on each Interest Payment Date and the Conditions (including, without limitation, Condition 5) will be construed accordingly.
- (iii) The Interest Amount (if any) in respect of each nominal amount of Notes equal to the Calculation Amount and an Interest Payment Date will be an amount in the Specified Currency (rounded to the nearest sub-unit of the Specified Currency with half a sub-unit being rounded upwards) calculated by the Calculation Agent in its sole and absolute discretion equal to the Calculation Amount multiplied by the Rate of Interest.
- (iv) In the event that the Notes are redeemed pursuant to Condition 6(b), Condition 6(e)(vi), Condition 6(f) or Condition 10, no Interest Amount or any other amount of accrued interest will be payable in respect of the Notes in respect of any relevant Interest Payment Date which has not occurred on or prior to the date fixed for such redemption, and if the date fixed for such redemption falls prior to the first Interest Payment Date, no Interest Amount will be payable in respect of the Notes.
- (v) In the event that on the due date for final redemption of any Note upon due presentation thereof, payment of the Redemption Amount is improperly withheld or refused, such Note will accrue interest (as well after as before judgment) in respect of each Note of a nominal amount equal to the Calculation Amount on each day during the period from (and including) the due date for redemption of such Note and ending on whichever is the earlier of (a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (b) the day which is seven days after the Principal Paying Agent, the Iberclear Paying Agent or the Registrar (as the case may be) has notified the Noteholders that it has received all sums due in respect of such Note up to such seventh day (except to the extent that there is any subsequent default in payment), such interest to be calculated by applying to the Calculation Amount an overnight deposit rate in respect of the Specified Currency and adjusting the resulting amount by a day count fraction, all as determined by the Calculation Agent in its sole and absolute discretion, as appropriate, from such source(s) as it may select for such day.

(f) ***Zero Coupon Notes***

Application: This Condition 5(f) is applicable only if the Zero Coupon Notes provisions are specified in the Applicable Transaction Terms as being applicable. Zero Coupon Notes are Notes issued on a non-interest bearing basis and are offered and sold at a discount (other than a de minimis discount) to its nominal amount or at par and to which Zero Coupon Notes provisions are expressed to be applicable.

(g) ***Partly Paid Notes***

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as set out above on the Outstanding Principal Amount of such Notes from time to time and otherwise as specified in the Applicable Transaction Terms.

6. Redemption, Purchase and Options

(a) *Final Redemption*

Unless previously redeemed, purchased and cancelled as provided below, each Note will be redeemed (i) at its Final Redemption Amount on the Maturity Date, or (ii) if Physical Settlement is specified as applicable in the Applicable Transaction Terms (each such Note a "**Physical Delivery Note**"), by delivery of the Entitlement (as provided in Condition 7) on the Delivery Date, or (iii) if it is a Credit Linked Note and is to be settled pursuant to Credit Linked Condition 3 ("**Physical Settlement**"), by delivery of the Asset Amount, subject to the terms of the Credit Linked Conditions.

(b) *Redemption for taxation reasons*

The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified thereon, at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (Tax), (subject as provided below, together with interest accrued to the date fixed for redemption), if (i) the Issuer (or, if the Guarantee were called, the Guarantor) has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of Ireland or Spain or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date, and (ii) such obligations cannot be avoided by the Issuer (or the Guarantor, as the case may be) taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer (or the Guarantor, as the case may be) would be obliged to pay such additional amounts if a payment in respect of the Notes (or either Guarantee, as the case may be) were then due. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Principal Paying Agent or (in the case of Book-Entry Notes) the Iberclear Paying Agent, a certificate signed by a director of the Issuer (or the Guarantor, as the case may be) stating that the Issuer (or the Guarantor, as the case may be) is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer (or the Guarantor, as the case may be) so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer (or the Guarantor, as the case may be) has or will become obliged to pay such additional amounts as a result of such change or amendment.

(c) *Redemption or adjustment for an Administrator/Benchmark Event*

In the event that an Administrator/Benchmark Event occurs, the Issuer may (at its option):

- (i) instruct the Calculation Agent to make such adjustments to the Conditions of the Notes as it may determine appropriate to account for the relevant event or circumstance and, without limitation, such adjustments may (a) consist of one or more amendments and/or be made on one or more dates (b) be determined by reference to any adjustment(s) in respect of the relevant event or circumstance made in relation to any hedging arrangements in respect of the Notes and (c) include selecting a successor benchmark(s) and making related adjustments to the Conditions of the Notes including where applicable to reflect any increased costs of the Issuer providing such exposure to the successor benchmark(s) and, in the case of more than one successor benchmark, making provision for allocation of exposure as between the successor benchmarks; or
- (ii) having given not less than 10 nor more than 30 days' notice to the Noteholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable), on expiry of such notice redeem all, but not some only, of the Notes, each Note being redeemed at its Early Redemption Amount.

For the avoidance of doubt, the above is additional, and without prejudice, to any other terms of the Notes. In the event that under any such terms any other consequences could apply in

relation to an event or occurrence the subject of an Administrator/Benchmark Event, the Issuer shall determine which terms shall apply in its sole and absolute discretion.

(d) ***Purchases***

The Issuer, the Guarantor and any of the Guarantor's Subsidiaries may at any time purchase Notes (**provided that** all unmatured Receipts and Coupons and unexchanged Talons appertaining thereto are attached or surrendered therewith) in the open market or otherwise at any price.

(e) ***Redemption at the Option of the Issuer and Exercise of Issuer's Options***

- (i) Subject to paragraph (v) below, if so provided hereon, the Issuer may (other than with respect to Call Option Rate Notes) on giving irrevocable notice to the Noteholders of, unless otherwise specified in the Applicable Transaction Terms, not less than 30 days nor more than 60 days, redeem, or exercise any Issuer's option in relation to, all or, if so provided, some of the Notes in the principal amount or integral multiples thereof and on the date or dates so provided. Any such redemption of Notes shall be at their Optional Redemption Amount (Call) together with interest accrued to the date fixed for redemption.
- (ii) All Notes in respect of which any such notice is given shall be redeemed, or the Issuer's option shall be exercised, on the date specified in such notice in accordance with this Condition.
- (iii) In the case of a partial redemption or a partial exercise of an Issuer's option in respect of Notes, other than Book-Entry Notes, the notice to Noteholders shall also contain the serial numbers of the Notes to be redeemed, which shall have been drawn in such place as the Principal Paying Agent may approve and in such manner as it deems appropriate, subject to compliance with any applicable laws and competent authority, stock exchange and/or quotation system requirements.
- (iv) In the case of a partial redemption of Book-Entry Notes, the Redeemed Notes will be selected in accordance with the rules of Iberclear.
- (v) Notes (other than Book-Entry Notes) to be redeemed shall have been drawn in such place as the Principal Paying Agent may approve in such manner as it deems appropriate, subject to compliance with any applicable laws and competent authority, stock exchange and/or quotation system requirements.
- (vi) Subject to paragraph (v) above, the Issuer may in respect of any Call Option Rate Notes on giving irrevocable notice to the Noteholders of not less than the Minimum Early Redemption Notice Period, upon the expiry of such notice, redeem all, but not some only, of the Notes then outstanding on any Optional Redemption Date (Call) (an "**Issuer Call**"). Any such redemption of Notes will be at the Optional Redemption Amount (Call) together with interest accrued and payable on such Optional Redemption Date (Call).

(f) ***Redemption at the Option of Noteholders and holders' Exercise of Noteholder's Options***

- (i) Subject to paragraph (ii) below, the Issuer shall, other than in the case of Put Option Rate Notes, at the option of the holder of any such Note, redeem such Note on the date or dates so provided at its Optional Redemption Amount (Put) together with interest accrued to the date fixed for redemption.
- (ii) To exercise such option or any other option of a holder of Bearer Notes or Registered Notes which may be set out hereon the holder must deposit such Note with any Paying Agent (in the case of Bearer Notes) or the Certificate representing such Note(s) with the Registrar or any Transfer Agent (in the case of Registered Notes) at its specified office, together with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) not less than 30 and not more than 60 days (or, in the case of Put Option

Notes, not less than the Minimum Early Redemption Notice Period) prior to the relevant date fixed for redemption. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

- (iii) In the case of Book-Entry Notes held through Iberclear, to exercise the right to require redemption of such Book-Entry Note, the holder of such Book-Entry Note must, within the notice period specified in the Applicable Transaction Terms, give notice to the Iberclear Paying Agent of such exercise in accordance with the standard procedures of Iberclear (which may include notice being given on the instruction of such holder by Iberclear, or any Iberclear Member to the Iberclear Paying Agent by electronic means) in a form acceptable to Iberclear from time to time.
- (iv) In the case of Put Option Rate Notes, subject to paragraph (ii), the Issuer shall, at the option of the holder of any such Note (a "**Noteholder Put**"), redeem such Note on the relevant Optional Redemption Date (Put) specified in the Exercise Notice at its Optional Redemption Amount (Put) together with interest accrued to the date fixed for redemption.

(g) ***Redemption by Instalments***

Unless previously redeemed, purchased and cancelled as provided in this Condition 6, each Note which provides for Instalment Dates and Instalment Amounts will be partially redeemed on each Instalment Date at the Instalment Amount specified on it, whereupon the outstanding principal amount of such Note shall be reduced by the Instalment Amount for all purposes.

(h) ***Partly Paid Notes***

Where the Applicable Transaction Terms specify that the Notes are Partly Paid Notes, the issue price in respect thereof will be payable in instalments (each a "**Part Payment Amount**") on the dates specified in the Applicable Transaction Terms (each a "**Part Payment Date**").

The Issuer will notify the Noteholders in accordance with Condition 14 not less than the number of days specified in the Applicable Transaction Terms prior to the relevant Part Payment Date of their obligation to pay the relevant Part Payment Amount in respect of each Note equal to the Calculation Amount and shall specify the account of the Issuer to which the relevant Part Payment Amount shall be made. The relevant Part Payment Amount shall be paid by the Noteholders in immediately available funds to the account specified by the Issuer in the notice, for value on the Part Payment Date. Upon payment of the relevant Part Payment Amount in respect of all the Notes, the Outstanding Principal Amount in respect of each Calculation Amount shall increase as of the relevant Part Payment Date, as specified in the Applicable Transaction Terms.

In the event that a Part Payment Amount is not paid by any Noteholder on the relevant Part Payment Date (the "**Part Payment Default Date**"), the Issuer shall as soon as practicable thereafter notify the Principal Paying Agent, the Iberclear Paying Agent or the Registrar, as applicable, of such non-payment and the Issuer shall, having given not less than 5 Business Days' (or such other notice period as specified in the Applicable Transaction Terms) notice to the Noteholders in accordance with Condition 14, redeem all the Notes by payment of the Early Redemption Amount on the Part Payment Early Redemption Date specified in the Applicable Transaction Terms. For the avoidance of doubt, if the Notes become redeemable on the Part Payment Early Redemption Date, no interest will be payable by the Issuer in respect of the period from (and including) the Part Payment Default Date to (and including) the Part Payment Early Redemption Date and the Issuer's obligations in respect of the Notes shall be discharged upon payment of the relevant Early Redemption Amount.

Repayment by the Issuer of Part Payment Amounts:

- (i) If the Part Payment Amount in respect of any Note is not paid on the relevant Part Payment Date; and/or

- (ii) if any Part Payment Amount is paid after the relevant Part Payment Date in respect of any Notes,

the Part Payment Amounts for the relevant Part Payment Date in respect of all the Notes shall be deemed not to have been paid and, for the avoidance of doubt, the Outstanding Principal Amount shall not include such amounts, the Issuer shall not accept the Part Payment Amount(s) paid in respect of any of the other Notes outstanding and shall repay any such amounts paid or paid late to the relevant Noteholders as soon as practicable to the account used by the relevant Noteholder to pay the relevant Part Payment Amount. In such case, no interest will be payable by the Issuer in respect of the period from (and including) the relevant Part Payment Date to (and including) the date on which such amount is repaid by the Issuer and, for the avoidance of doubt, any such repaid amounts shall not constitute part of the Early Redemption Amount in respect of the relevant Notes.

(i) ***Cancellation***

All Notes purchased by or on behalf of the Issuer, the Guarantor or any of the Guarantor's subsidiaries may be surrendered for cancellation, (i) in the case of Bearer Notes, by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Principal Paying Agent, (ii) in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and (iii) in the case of Book-Entry Notes, by virtue of debiting, in the account of the relevant registry where the Book-Entry Notes are registered, each such Book-Entry Note against the credit of all relevant payments in relation to the relevant Note and, in each case, if so surrendered or debited, will, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation or so debited may not be reissued or resold and the obligations of the Issuer and the Guarantor in respect of any such Notes shall be discharged.

(j) ***Late Payment on Zero Coupon Notes***

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 6(a), 6(b), 6(e) or 6(f) above or upon it becoming due and repayable as provided in Condition 10, is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the Authorised Face Amount calculated as provided in Condition 1 above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Principal Paying Agent or the Registrar and notice to that effect has been given to the Noteholders in accordance with Condition 14.

(k) ***Specific Basis Buy-Back Provisions***

(i) **Buy-Back**

If the Specific Basis Buy-Back Provisions are specified as applicable in the Applicable Transaction Terms, upon the Holder of any Note giving to the Issuer the requisite period of notice, as specified in the Applicable Transaction Terms in accordance with and subject to the provisions set out below (which notice shall be irrevocable) to buy-back such Note before its scheduled Maturity Date, the Issuer may, at its sole option, upon the expiry of such notice, buy-back such Note by paying the Buy-Back Price (which may be less than par) that is linked to the Market Value of the Underlying Transactions as described below, together, if appropriate, with any accrued but unpaid interest to (but excluding) the date of such buy-back. The Issuer has the right, at its sole option, to reject the buy-back request and, in particular, if the Issuer does not reply to the notice, the Issuer shall be deemed to have rejected the buy-back request. The

Issuer also has the sole option as to whether to maintain any Underlying Transactions from time to time and no assurance is given that it will maintain any Underlying Transactions during the life of the Notes. If no Underlying Transactions are maintained by the Issuer at any time the Issuer will not in any event elect to buy back Notes pursuant to this Condition 6(k). The Issuer may, however, at its sole option purchase Notes at any time pursuant to Condition 6(d) (Redemption, Purchase and Options - Purchases) above and in this case the purchase price may be significantly different from what the Buy-Back Price would have been.

The value of such Notes prior to the Maturity Date shall reflect and shall be calculated on the basis of but will not necessarily be the same as the Market Value of the Underlying Transactions if any at the relevant time and, in the event that a Holder requests that the Issuer buy-back any such Notes held by it prior to the Maturity Date, and the Issuer accepts such request, the Buy-Back Price will be determined taking into consideration the Market Value of such Underlying Transactions.

Notwithstanding any other provision of this Condition 6(k), where the Issuer maintains Underlying Transactions at any relevant time such Underlying Transactions will be notional reference transactions and the Issuer will be under no obligation to maintain actual transactions corresponding to the Underlying Transactions. All references to the Issuer maintaining Underlying Transactions will be interpreted accordingly.

(ii) Extra-Yield

The Issuer shall pay higher amounts of interest than otherwise (the "**Extra-Yield**") in respect of such Notes. More information on the calculation of the interest basis in respect of the Notes (unbundling) shall be published by the Issuer from time to time together with information relating to the Underlying Transactions as described below.

(iii) Notice from the Holders

In order to notify the Issuer, the relevant Holder must give such notice in writing by hand, mail or e-mail in accordance with the relevant contact details specified in the relevant Applicable Transaction Terms, or in relation to Exempt Notes, in such other manner as is specified in the applicable Pricing Supplement. Each Holder must also provide evidence satisfactory to the Issuer of its holding of the relevant Notes which may be in the form of certification from a relevant clearing system or such requirement may be satisfied by delivery of the Note(s) held by such Holder together with the relevant notice, or such other appropriate manner determined by the Issuer.

Any such notice shall be effective when received by the Issuer and, if received after close of business in the place of receipt or on a day that is not a Business Day, such notice shall be deemed to be effective on the next following Business Day.

(iv) Definitions

For the purpose of this Condition 6(k):

"Buy-Back Price" means the buy-back price of the Notes as determined by the Calculation Agent in a commercially reasonable manner taking into consideration the Market Value of the Underlying Transactions. On this basis the Buy-Back Price will not necessarily be the same as the Market Value or a Note's pro rata share of the Market Value.

"Market Value" means the close-out amount of the Underlying Transactions, including the relevant bid/ask prices and for any type of hedging and/or funding arrangement and/or interest rate swap, as determined by the Calculation Agent in a commercially reasonable manner.

"Underlying Transaction" means any type of hedging and/or funding arrangement and/or interest rate swap and/or any of the following funded or unfunded arbitrage-like financial transactions:

- (i) Cash-CDS Arbitrage;
- (ii) Index-Components Arbitrage; and/or
- (iii) General Funded Arbitrage.

The Underlying Transactions will be selected from time to time by the Calculation Agent in its reasonable discretion and may be subject to change during the term of the Notes. In particular there is no requirement for the Issuer to maintain any Underlying Transactions at any time during the life of the Notes and Underlying Transactions, if any, will be notional and not actual transactions as described in Condition 6(k)(i) above. Information relating to the Underlying Transactions, if any, shall be published from time to time by the Issuer in the manner specified in the Applicable Transaction Terms and where the Notes are listed on any stock exchange or market, in accordance with the rules of the applicable stock exchange or market from time to time. Where no Underlying Transactions are maintained at any relevant time then the Issuer will specify this in the information it publishes as described above.

For the purposes hereof:

"Cash-CDS Arbitrage" means:

Long (Short): Cash Instrument + Short (Long): Replicating CDS

Where:

"Long (Short): Cash Instrument" means a long or short position in any debt obligation or basket of debt obligations, in security or loan form, with maturity(ies)/term(s) which end on or after the Maturity Date of the Notes and/or notional amount(s) that may be equal to or higher than the aggregate principal amount of the Notes;

"Short (Long): Replicating CDS" means a short position (where a long position in the Cash Instrument is taken) or a long position (where a short position in the Cash Instrument is taken) in a credit default swap transaction having similar terms and notional amounts as the Cash Instrument and having as a "reference entity" (i) the issuer or guarantor of the Cash Instrument, or (ii) in the case of Cash Instruments that are asset-backed obligations any issuer of any relevant assets referenced by such Cash Instruments, or (iii) in the case of Cash Instruments that are credit linked obligations, the reference entity referenced by the relevant Cash Instrument, or (iv) any other entity, the credit risk in respect of which is embedded in or referenced by such Cash Instrument.

"Index-Components Arbitrage" means:

Long (Short): Credit Index CDS + Short (Long): CDS Components

where:

"Long (Short): Credit Index CDS" means a long or short position in any credit default swap transaction referencing any series of any credit default swap index published by IHS Markit Ltd. (or any successor entity or affiliate thereof), and any successor and/or replacement index (each a **"Credit Index"**), including, for the avoidance of doubt, the Markit iTraxx and Markit CDX indices, as selected by the Calculation Agent in its sole and absolute discretion, and with term(s) which end on or after the Maturity Date of the Notes and/or notional amount(s) that may be equal to or higher than the aggregate principal amount of the Notes.

"Short (Long): CDS Components" means a short position (where a long position in the Credit Index CDS is taken) or a long position (where a short position in the Credit Index CDS is taken) in a basket of single-name credit default swap transactions each referencing one of the "reference entities" contained in the relevant Credit Index

referenced by the corresponding Credit Index CDS and which, in the aggregate, have similar terms, notional amounts and interest payments as the Credit Index CDS.

"General Funded Arbitrage" means:

Long (Short): General Assets/Instruments + Short (Long): Replicating Derivatives

where:

"Long (Short): General Assets/Instruments" means a long or short position in any asset or instrument (including funds or obligations, including those which are asset-backed) linked to, inter alia, credit, rates, equities, commodities or currencies, with a term (or equivalent) which ends on or after the Maturity Date of the Notes and/or a notional amount (or equivalent) that may be equal to or higher than the aggregate principal amount of the Notes.

"Short (Long): Replicating Derivatives" means a short position (where a long position in the General Assets/Instruments is taken) or a long position (where a short position in the General Assets/Instruments is taken) in any derivative transaction having similar terms and notional amounts as the General Assets/Instruments, and referencing the relevant General Assets/Instruments, or any of the assets underlying or linked to the relevant General Assets/Instruments.

Examples of General Funded Arbitrage would include, but not be limited to:

- (i) a commodity certificate and a future (a "cash and carry arbitrage"); or
- (ii) a convertible bond and a credit default swap transaction plus an equity option (a "convertible arbitrage").

7. Payments, Talons and Physical Delivery

(a) *Bearer Notes*

Payments of principal and interest in respect of Bearer Notes will, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and **provided that** the Receipts are presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(g)(vi) (*Unmatured Coupons and Receipts and unexchanged Talons*)) or Coupons (in the case of interest, save as specified in Condition 7(g)(ii) (*Unmatured Coupons and Receipts and unexchanged Talons*)), as the case may be, at the specified office of any Paying Agent outside the United States by transfer to an account denominated in that currency with, a bank in the principal financial centre of that currency; and in the case of Euro, by transfer to, a Euro account to which Euro may be credited or transferred as specified by the payee.

(b) *Registered Notes*

- (i) Payments of principal (which for the purposes of this Condition 7(b) shall include final Instalment Amounts but no other Instalment Amounts) in respect of Registered Notes will be made against presentation and surrender of the relevant Certificates at the specified office of any of the Principal Paying Agent, the Transfer Agents or the Registrar and in the manner provided in paragraph (ii) below.
- (ii) Interest (which for the purpose of this Condition 7(b) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes will be paid to the person shown on the Register at the close of business on (a) in the case of payments of interest, the fifteenth day (whether or not such day is a business day) or (b) in the case of payments of principal as set out in Condition 7(b)(i) above, the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date for payment

(the "**Record Date**"). Payments of interest on each Registered Note will be made in the currency in which such payments are due by cheque drawn on a bank in the principal financial centre of the country of the currency concerned or, if the currency is euro, in such financial centre or centres in the eurozone as designated by the Registrar and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register maintained by the Registrar. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date and subject as provided above, such payment of interest may be made by transfer to an account in the Relevant Currency designated by the holder with a bank in the principal financial centre of the country of that currency or, if the currency is euro, in such financial centre in the eurozone notified to the Registrar by such holder.

(c) ***Payments in the United States***

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts, and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) ***Book-Entry Notes***

Payments in respect of the Book-Entry Notes (in terms of both principal and interest) will be made by transfer to the registered account of the relevant Noteholder maintained by or on behalf of it with a bank that processes payments in the currency in which the payment is due, details of which appear in the records of Iberclear or the relevant Iberclear Member, as the case may be, at the close of business on the Business Day on which the payment of principal and/or interest, as the case may be, falls due. Noteholders must rely on the procedures of Iberclear, or the relevant Iberclear Member, as the case may be, to receive payments under the relevant Book-Entry Notes. None of the Issuer, the Guarantor, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent will have any responsibility or liability for the records relating to payments made in respect of the Book-Entry Notes. No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(e) ***Payments Subject to Laws, Regulations and Directives***

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 8 (*Taxation*), (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof or any law implementing an intergovernmental approach thereto (any such withholding or deduction "**FATCA Withholdings**"), and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code (any such withholding or deduction, "**871(m) Withholding**"). In addition, in determining the amount of 871(m) Withholding imposed with respect to any amounts to be paid on the Notes, the Issuer shall be entitled to withhold on any "dividend equivalent" (as defined for purposes of Section 871(m) of the Code) at the highest rate applicable to such payments regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law. Payments on the Notes that reference U.S. securities or an index that includes U.S. securities may be calculated by reference to dividends on such U.S. securities that are reinvested at a rate of 70%. In such case, in calculating the relevant payment amount, the holder will be deemed to receive, and the Issuer will be deemed to withhold, 30% of any dividend equivalent payments (as defined in Section 871(m) of the Code) in respect of the relevant U.S. securities. The Issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(f) ***Appointment of Agents***

The Principal Paying Agent, the Iberclear Paying Agent, the Paying Agents, the Registrar, Transfer Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Principal Paying Agent, the Iberclear Paying Agent, the Paying Agents, the Registrar, Transfer Agents and the Calculation Agent act solely as agents of the Issuer and the Guarantor and do not assume any obligation or relationship of agency or trust for or with any holder. The Issuer and the Guarantor reserve the right at any time to vary or terminate the appointment of the Principal Paying Agent, the Iberclear Paying Agent, any other Paying Agent, the Calculation Agent, the Registrar or any Transfer Agent and to appoint additional or other agents **provided that** the Issuer will at all times maintain (i) a Principal Paying Agent, (ii) an Iberclear Paying Agent in relation to Book-Entry Notes, (iii) a Registrar in relation to Registered Notes, (iv) a Transfer Agent in relation to Registered Notes, (v) a Calculation Agent where the Conditions so require one, (vi) Paying Agents in relation to Notes other than Book-Entry Notes having a specified office in at least one major European city, other than the jurisdiction in which the Issuer or the Guarantor is incorporated, and (vi) if, and for so long as the Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system, such other agents as are required by such competent authority, stock exchange and/or quotation system.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York in respect of any Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office will promptly be given to the Noteholders in accordance with Condition 14 (*Notices*).

(g) ***Unmatured Coupons and Receipts and unexchanged Talons***

- (i) Unless the Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Bearer Notes should be presented for payment together with all unexpired Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Redemption Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of ten years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9 (*Prescription*)).
- (ii) If the relevant Notes so provide, upon the due date for redemption of any Bearer Note, unexpired Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Upon the due date for redemption of any Bearer Note which is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (v) Where any Bearer Note which provides that the relative Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unexpired Coupons and any unexchanged Talon relating to it, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provisions of such indemnity as the Issuer may require.
- (vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest

Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note which only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

(h) ***Talons***

On or after the Interest Payment Date for the final Coupon forming part of a Coupon Sheet issued in respect of any Bearer Note, the Talon 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 (and if necessary another Talon for a further Coupon Sheet) (but excluding any Coupons which may have become void pursuant to Condition 9 (*Prescription*)).

(i) ***Non-Business Days***

If any date for payment in respect of any Note, Receipt or Coupon is not a Relevant Business Day, the holder shall not be entitled to payment until the next following Relevant Business Day nor to any interest or other sum in respect of such postponed payment.

(j) ***Physical Delivery***

(i) Physical Delivery

This Condition 7(j) does not apply to Credit Linked Notes.

(A) Asset Transfer Notices

In order to obtain delivery of the Entitlement in respect of any Physical Delivery Note, the relevant Noteholder must:

- (1) If such Note a Note other than a Book-Entry Note, deliver (I) if such Note is a Bearer Note, to any Paying Agent or (II) if such Note is a Registered Note, to the Registrar or any Paying Agent, in each case, with a copy to the Principal Paying Agent and, in the case of (I) or (II) above, with a copy to any entity appointed by the Issuer to deliver the Entitlement on its behalf (the "**Delivery Agent**") no later than the close of business in each place of reception on the Cut-Off Date, a duly completed asset transfer notice substantially in the form described in the Agency Agreement (the "**Asset Transfer Notice**"), or
- (2) If such Note is a Book-Entry Note:
 - I. where the Entitlement is also a security (or securities) included in Iberclear's book-entry register, then the Iberclear Paying Agent must receive instructions from each Iberclear Member holding Book-Entry Notes on the Cut-off Date. Such instructions shall include complete settlement instructions, incorporating relevant information in respect of the Noteholders holding Book-Entry Notes through each Iberclear Member and an undertaking to pay all Expenses and such instructions shall include (or be accompanied by) certification as to non U.S. beneficial ownership. Each Iberclear Member holding Book-Entry Notes must block such Book-Entry Notes in the relevant account from and including the Cut-off Date; and
 - II. where the Entitlement comprises an instrument (or instruments) not included in Iberclear's book-entry register, each Iberclear Member holding Book-Entry Notes on the Cut-off Date must send timely and full settlement

instructions to the Iberclear Paying Agent with a copy to any Delivery Agent acting on the Issuer's behalf sufficient to allow the Issuer, or, where applicable, the Delivery Agent, to make delivery of the Entitlement in the relevant clearing system (where relevant) or otherwise on the Delivery Date in accordance with the provisions of this Condition 7(j) and such instructions shall include (or be accompanied by) certification as to non U.S. beneficial ownership.

For the avoidance of doubt, where the settlement instructions contemplated by this sub-paragraph (2) apply, this replaces the requirement to deliver an Asset Transfer Notice in accordance with the provisions below. All instructions for settlement to be delivered in accordance with this subparagraph (2) will be referred to as the "**Iberclear Settlement Instruction**".

For the purposes hereof, "**Cut-off Date**" means the date specified as such in the Applicable Transaction Terms or if not so specified, the fifth Business Day immediately preceding the Delivery Date.

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

An Asset Transfer Notice may only be delivered if such Note is in definitive form, in writing.

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

The Asset Transfer Notice shall:

- (1) specify the name, address and contact telephone number of the relevant Noteholder and the person from whom the Issuer or Delivery Agent may obtain details for the delivery of the Entitlement;
- (2) specify the series number of the Notes and the number of Notes which are the subject of such notice;
- (3) include an undertaking to pay all Expenses (as defined below);
- (4) include such details as are required for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the name and number of the Noteholder's account to be credited with any cash payable by the Issuer or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Redemption Amount or Failure to Deliver Redemption Amount, as applicable, or as a result of the Issuer electing to pay the Alternate Cash Redemption Amount (each as defined below);
- (5) certify that the beneficial owner of each Note is not a U.S. person (as defined in the Asset Transfer Notice), the Note is not being redeemed within the United States or on behalf of a U.S. person and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any redemption thereof; and

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

all as provided in the Agency Agreement.

Copies of such Asset Transfer Notices may be obtained from the Registrar or any Paying Agent.

(B) Determinations and Delivery

Any determination as to whether an Asset Transfer Notice or the Iberclear Settlement Instruction, as the case may be, is duly completed and in proper form shall be made by the relevant Paying Agent or the Registrar, as the case may be, in each case, in consultation with the Principal Paying Agent (in the case of Notes other than Book-Entry Notes), and shall be conclusive and binding on the Issuer, the Guarantor (if applicable), the Paying Agent(s), any Delivery Agent and the relevant Noteholder. Subject as set out below, any Asset Transfer Notice or Iberclear Settlement Instruction, as the case may be, so determined to be incomplete or not in proper form, or which is not copied to the Principal Paying Agent (in the case of Notes other than Book-Entry Notes) and/or any Delivery Agent (as applicable) immediately after being delivered or sent as provided in paragraph (A) above, shall be null and void.

If such Asset Transfer Notice is subsequently corrected to the satisfaction of the relevant Paying Agent or the Registrar, as the case may be, in each case, in consultation with the Principal Paying Agent (as applicable), it shall be deemed to be a new Asset Transfer Notice submitted at the time such correction was delivered as provided above.

If such Iberclear Settlement Instruction is subsequently corrected to the satisfaction of the Iberclear Paying Agent it shall be deemed to be a new Iberclear Settlement Instruction submitted at the time such correction was delivered as provided above.

The relevant Delivery Agent, Registrar or Paying Agent, as applicable, shall use its reasonable efforts as soon as reasonably practicable to notify the Noteholder submitting an Asset Transfer Notice or, in respect of Book-Entry Notes, the Iberclear Member submitting the Iberclear Settlement Instruction, if, in consultation with the Principal Paying Agent (in the case of Notes other than Book-Entry Notes), it has determined that such Asset Transfer Notice or Iberclear Settlement Instruction (as applicable) is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Guarantor, the Delivery Agent, the Paying Agents or the Registrar shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Noteholder.

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

The Entitlement will be delivered on the date fixed for redemption (such date, subject to adjustment in accordance with this Condition 7(j), the "**Delivery Date**"), at the risk of the relevant Noteholder in the manner provided below and provided that the Asset Transfer Notice or (in the case of Book-Entry Notes) the Iberclear Settlement Instruction, is duly delivered as provided above not later than the close of business in each place of reception on the Cut-Off Date.

If a Noteholder fails to give an Asset Transfer Notice or (in the case of Book-Entry Notes) an Iberclear Settlement Instruction, as provided herein with a copy to each relevant party prior to the close of business in each place of reception on the Cut-Off Date, then the Entitlement will be delivered as soon as practicable after the Delivery Date at the risk of such Noteholder in the manner set out below, provided that, if in respect of a Note, an Asset Transfer Notice or Iberclear Settlement Instruction (as applicable) is not delivered to each relevant party, prior to the close of business in each place of reception on the 90th calendar day following the Cut-off Date then (a) if "Assessed Value Payment Amount" is specified as applicable in the Applicable Transaction Terms, the Issuer shall as soon as reasonably practicable following such date determine the Assessed Value Payment Amount (as defined below) and in respect of such Note shall pay the Assessed Value Payment Amount to the relevant Noteholder in lieu of delivery of the Entitlement as soon as reasonably practicable following determination of the Assessed Value Payment Amount, or (b) if "Assessed Value Payment Amount" is not specified as applicable in the Applicable Transaction Terms, the Issuer's obligations in respect of such Note and the Guarantor's obligations pursuant to the Guarantee in respect of such Note shall be discharged and no further liability in respect thereof shall attach to the Issuer or the Guarantor, as applicable. Upon payment of the Assessed Value Payment Amount, if applicable, the Issuer's and the Guarantor's obligations in respect of such Note shall be discharged. For the avoidance of doubt, in the circumstances described above, such Noteholder shall not be entitled to any payment, whether of interest or otherwise, as a result of a failure to give an Asset Transfer Notice or Iberclear Settlement Instruction (as applicable) in relation to a Delivery Date and no liability in respect thereof shall attach to the Issuer or the Guarantor as applicable.

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

(C) General

Notes held by the same Noteholder will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Notes, provided that, the aggregate Entitlements in respect of the same Noteholder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, will not be delivered and in lieu thereof a cash adjustment calculated by the Calculation Agent in its sole and absolute discretion shall be paid to the Noteholder.

Following the Delivery Date in respect of a share forming part of the Entitlement, all dividends on the relevant shares to be delivered will be payable to the relevant party according to market practice assuming a sale of the shares has been executed on the Delivery Date. Any such dividends to be paid to a Noteholder will be paid to the account specified by the Noteholder in the relevant Asset Transfer Notice as referred to in Condition 7(j)(i)(A).

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

(D) Settlement Disruption

If, in the opinion of the Calculation Agent, delivery of the Entitlement using the method of delivery specified in the Applicable Transaction Terms or such commercially reasonable manner as the Calculation Agent has determined is not practicable by reason of a Settlement Disruption Event (as defined below) having occurred and continuing on the Delivery Date, then the Delivery Date shall be postponed to the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event, provided that, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by delivering the Entitlement using such other commercially reasonable manner as it may select and in such event the Delivery Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Settlement Disruption Event affects some but not all of the Relevant Assets comprising the Entitlement, the Delivery Date for the Relevant Assets not affected by the Settlement Disruption Event will be the originally designated Delivery Date. For so long as delivery of the Entitlement is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Disruption Cash Redemption Amount (as defined below) on the fifth Business Day following the date that notice of such election is given to the Noteholders in accordance with Condition 14 (*Notices*). Payment of the Disruption Cash Redemption Amount will be made in such manner as shall be notified to the Noteholders in accordance with Condition 14 (*Notices*). The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 14 (*Notices*) that a Settlement Disruption Event has occurred. No Noteholder shall be entitled to any payment in respect of the relevant Note in the event of any delay in the delivery of the Entitlement due to the occurrence of a Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer.

For the purposes hereof:

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

"Settlement Business Day" has the meaning specified in the Applicable Transaction Terms; and

"Settlement Disruption Event" means, in the opinion of the Calculation Agent, an event beyond the control of the Issuer or the Guarantor, as the case may be, as a result of which the Issuer or the Guarantor, as the case may be, cannot make delivery of the Relevant Asset(s) using the method specified in the Conditions and/or the Applicable Transaction Terms.

(E) Failure to Deliver due to Illiquidity

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

- (1) subject as provided elsewhere in the Conditions, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated date of redemption in accordance with this Condition 7(j); and
- (2) in respect of any Affected Relevant Assets, in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Failure to Deliver Redemption Amount (as defined below) on the fifth Business Day following the date that notice of such election is given to the Noteholders in accordance with Condition 14 (*Notices*). Payment of the Failure to Deliver Redemption Amount will be made in such manner as shall be notified to the Noteholders in accordance with Condition 14 (*Notices*). The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 14 (*Notices*) that the provisions of this Condition 7(j)(i)(E) apply.

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

(ii) Variation of Settlement

If the Applicable Transaction Terms indicates that the Issuer has an option to vary settlement in respect of the Notes, the Issuer may at its sole and unfettered discretion in respect of each such Note, elect not to pay the relevant Noteholders the Final Redemption Amount or to deliver or procure delivery of the Entitlement to the relevant Noteholders, as the case may be, but, in lieu thereof to deliver or procure delivery of the Entitlement or make payment of the Final Redemption Amount on the Maturity Date to the relevant Noteholders, as the case may be. Notification of such election will be given to Noteholders in accordance with Condition 14 (*Notices*).

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

Notwithstanding any provision of these Conditions to the contrary, the Issuer may, in its sole and absolute discretion in respect of Notes to which this Condition 7(j) applies, if the Calculation Agent determines (in its sole and absolute discretion) that the Relevant Asset or Relevant Assets, as the case may be, comprises assets which are not freely tradable, elect either (i) to substitute for the Relevant Asset or the Relevant Assets, as the case may be, an equivalent value (as determined by the Calculation

Agent in its sole and absolute discretion) of such other assets which the Calculation Agent determines, in its sole and absolute discretion, are freely tradable (the "**Substitute Asset**" or the "**Substitute Assets**", as the case may be) or (ii) not to deliver or procure the delivery of the Entitlement or the Substitute Asset or Substitute Assets, to the relevant Noteholders, but in lieu thereof to make payment to the relevant Noteholder on the Delivery Date of an amount equal to the fair market value of the Entitlement on or about the time of so electing as determined by the Calculation Agent in its sole and absolute discretion by reference to such sources as it considers appropriate (the "**Alternate Cash Redemption Amount**"). Notification of any such election will be given to Noteholders in accordance with Condition 14 (*Notices*) and in the event that the Issuer elects to pay the Alternate Cash Redemption Amount, such notice shall give details of the manner in which such amount shall be paid.

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

(iv) **Rights of Noteholders and Calculations**

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

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

(v) **For the purposes of the Conditions:**

"**Assessed Value Payment Amount**" means, in respect of a Note, an amount determined by the Calculation Agent to be the fair market value of the assets comprised in the Entitlement in respect of such Note less the cost to the Issuer and/or its Affiliates of unwinding any underlying relating hedging arrangements, all as determined by the Issuer.

8. **Taxation**

All payments of principal and interest in respect of the Notes, the Receipts and the Coupons by the Issuer or (as the case may be) the Guarantor under the Deed of Guarantee will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Ireland or any authority therein or thereof having power to tax or Spain or any authority therein or thereof having power to tax unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the Issuer or, as the case may be, the Guarantor will pay such additional amounts as may be necessary in order that the net amounts received by the holders and the Couponholders after such withholding or deduction shall equal the respective amounts of principal and interest which would have been received in respect of the Notes, Receipts or (as the case may be) Coupons, in the absence of such withholding or deduction; except that no additional amounts shall be payable with respect to any payment in respect of any Note, Receipt or Coupon or (as the case may be) under the Deed of Guarantee:

- (a) to, or to a third party on behalf of, a holder or to the beneficial owner of the Notes who is liable for such taxes in respect of such Note by reason of his having some connection with Spain other than the mere holding of such Notes; or
- (b) to, or to a third party on behalf of, individuals resident for tax purposes in Spain if payments made to such individuals are not exempt from withholding tax; or

- (c) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amount on presenting the same for payment on such 30th day; or
- (d) to, or to a third party on behalf of, a holder or to the beneficial owner in respect of whose Notes the Issuer does not receive in a timely manner a duly executed and completed certificate from the Principal Paying Agent or Iberclear Paying Agent, as applicable, pursuant to Law 10/2014 and Royal Decree 1065/2007, and any implementing legislation or regulation; or
- (e) to, or to a third party on behalf of, Spanish resident corporate entities subject to Spanish Corporate Income Tax, if the Spanish Tax Authorities determine that the Notes do not comply with applicable exemption requirements, including those specified in the Reply to the Consultation of the Directorate General for Taxation (*Dirección General de Tributos*) dated 27 July 2004 and require a withholding to be made; or
- (f) to, or to a third party on behalf of, a Spanish resident holder of a Implicit Yield Notes with a duration of more than 12 months; or
- (g) to, or to a third party on behalf of, a holder in respect of whom the Issuer does not receive such information concerning such holder's identity and tax residence as may be required in order to comply with the procedures to avoid any withholding tax upon the payment or interest; or
- (h) to, or to a third party on behalf of, a holder in respect of whom the Issuer does not receive such information concerning such holder's identity and tax residence as may be required in order to comply with the procedures that may be implemented to comply with the interpretation of Royal Decree 1065/2007 eventually made by the Spanish Tax Authorities.

In addition, additional amounts will not be payable with respect to any taxes that are imposed in respect of any combination of the items set forth above.

Neither the Issuer nor any other person will be required to pay any additional amounts in respect of FATCA Withholding or 871(m) Withholding.

The sale, transfer, or acquisition of Implicit Yield Notes other than Book-Entry Notes, including, but not limited to, Zero Coupon Notes, to or by individuals (*personas físicas*) who are tax resident in Spain (each a "**Spanish Individual**") is forbidden in all cases. Any transfer of Implicit Yield Notes other than Book-Entry Notes to or by Spanish Individuals is not permitted and such transfer will be considered null and void by the Issuer and the Guarantor. Accordingly, neither the Issuer nor the Guarantor (i) will recognise any Spanish Individual as an owner of Implicit Yield Notes other than as an owner of Book-Entry Notes or (ii) list any Implicit Yield Notes other than Book-Entry Notes on AIAF.

For the purposes of these Terms & Conditions:

"Implicit Yield Notes" means Notes in respect of which the income derives from (i) the difference between the redemption amount and the issue price of the Notes, or (ii), subject to the paragraph below, a combination of (A) an explicit coupon and (B) the difference between the redemption amount and the issue price of the Notes.

For the purposes of these Conditions and in accordance with Spanish tax regulations, Notes with the characteristics set out in (ii) above will only be deemed Implicit Yield Notes if the interest payable in each year (explicit coupon) is lower than the Interest Rate of Reference applicable as of the Issue Date.

The "**Interest Rate of Reference**" shall be the interest rate applicable to each calendar quarter determined by reference to 80% of the weighted average rate fixed in the preceding calendar quarter for (i) three-year Spanish Government Bond issues, if the Notes have a term of four years or less, (ii) five year Spanish Government Bond issues, if the Notes have a term of more than four years but equal or less than seven years, or (iii) ten, 15 or 30-year Spanish Government Bond issues, if the Notes have a term of more than seven years, all as determined by the Calculation Agent in a commercially reasonable manner.

Notwithstanding any other provision of these Conditions, in no event will the Issuer or the Guarantor be required to pay any additional amounts in respect of the Notes, Receipts and Coupons for, or on account

of, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

9. **Prescription**

Claims against the Issuer and the Guarantor for payment in respect of the Notes, Receipts and Coupons (which, for this purpose shall not include Talons) shall be prescribed and become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect thereof.

10. **Events of Default**

If any of the following events (each an "**Event of Default**") occurs and is continuing, the holder of a Note of any Series may give written notice to the Principal Paying Agent or (in the case of Book-Entry Notes) the Iberclear Paying Agent, at its specified office that such Note is immediately repayable, whereupon the Redemption Amount of such Note, subject as provided below, together with, other than in the case of Call Option Rate Notes and Put Option Rate Notes, accrued interest to the date of payment shall become immediately due and payable;

- (a) if default is made in the payment of any interest or principal due in respect of the Notes or any of them and such default continues for a period of seven days; or
- (b) if the Issuer or the Guarantor fails to perform or observe any of its other obligations under or in respect of the Notes, the Deed of Guarantee or the Agency Agreement and (except in the case where such failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days next following the service by a holder of a Note on the Issuer of notice requiring the same to be remedied; or
- (c) if any Indebtedness for Borrowed Money (as defined below) of the Issuer or the Guarantor becomes due and repayable prematurely by reason of an event of default (however described) or the Issuer or the Guarantor fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for such payment or within any originally applicable grace period or any security given by the Issuer or the Guarantor for any Indebtedness for Borrowed Money becomes enforceable and steps are taken to enforce the same or if default is made by the Issuer or the Guarantor in making any payment when due (or within any applicable grace period in respect thereof) under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other person, **provided that** no such event as aforesaid shall constitute an Event of Default unless the Indebtedness for Borrowed Money or other liability relative thereto either alone or when aggregated with other Indebtedness for Borrowed Money and/or other liabilities relative to all (if any) other such events which shall have occurred shall amount to at least U.S.\$50 million (or its equivalent in any other currency); or
- (d) if any order is made by any competent court or resolution passed for the winding-up, examination or dissolution of the Issuer or the Guarantor unless it is done in connection with a merger, amalgamation or reconstruction or other form of business combination with another company (in the case of the Guarantor, such company to be part of a financial group) and that company assumes all the obligations of the Issuer or the Guarantor, as the case may be, in connection with the Notes, whether by express assumption or by application of law; or
- (e) if the Issuer or the Guarantor ceases or threatens to cease to carry on the whole or a substantial part of its business, except for the purposes of a reconstruction, merger or amalgamation or other form of business combination with another company (in the case of the Guarantor, such company to be part of a financial group) and that company assumes all the obligations of the Issuer or the Guarantor, as the case may be, in connection with the Notes, whether by express assumption or by application of law, or the Issuer or the Guarantor stops, suspends or threatens to stop or suspend payment of, or is unable to, or admits inability to, pay all or a material part of its debts (or any class thereof) as they fall due, or proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any

of such debts or a moratorium is agreed or declared in respect of or affecting all or any part of (or any class of) the debts of the Issuer or the Guarantor, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is (or could be deemed by law or a court to be) adjudicated or found bankrupt or insolvent; or

- (f) if (i) proceedings are initiated against the Issuer or the Guarantor under any applicable liquidation, insolvency, examination, composition, reorganisation or other similar laws, or an application is made for the appointment of an administrative or other receiver, examiner, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or the Guarantor or in relation to the whole or a part of the undertaking or assets of either of them, or an encumbrancer takes possession of the whole or a part of the undertaking or assets of either of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a part of the undertaking or assets of any of them and (ii) in any case is not discharged within 14 days; or
- (g) if the Issuer or the Guarantor initiates or consents to judicial proceedings relating to itself under any applicable liquidation, examination, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors); or
- (h) the Issuer ceases to be wholly owned and controlled by the Guarantor; or
- (i) any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order (i) to enable the Issuer and the Guarantor lawfully to enter into, exercise their respective rights and perform and comply with their respective obligations under the Notes and the Deed of Guarantee, (ii) to ensure that those obligations are legally binding and enforceable and (iii) to make the Notes and the Deed of Guarantee admissible in evidence in the courts of Ireland or Spain is not taken, fulfilled or done; or
- (j) if the Deed of Guarantee ceases to be a valid and binding obligation of the Guarantor or it becomes unlawful for the Guarantor to perform its obligations under the Deed of Guarantee or the Deed of Guarantee is claimed by the Issuer or the Guarantor not to be in full force and effect; or
- (k) any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the foregoing paragraphs including, but not limited to, *suspensión de pagos* or *quiebra*.

As used herein "Indebtedness for Borrowed Money" means (a) money borrowed and premiums and accrued interest in respect thereof, (b) liabilities under or in respect of any acceptance or acceptance credit or (c) the principal and premium (if any) and accrued interest in respect of any bonds, notes, debentures, debenture stock, loan stock, certificates of deposit or other securities whether issued for cash or in whole or in part of a consideration other than cash.

11. Meetings of Noteholders and Modifications

(a) *Meetings of Noteholders*

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interest, including modification by Extraordinary Resolution (or, as the case may be, written resolution which shall take effect as if it were an Extraordinary Resolution) of the Notes (including these Conditions insofar as the same may apply to such Notes). An Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders, whether present or not and on all relevant Couponholders, except that any Extraordinary Resolution proposed, inter alia, (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest thereon, (ii) to reduce or cancel the principal amount of any Instalment Amount of, any Entitlement in respect of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating the Interest Amount in respect thereof, (iv) if a Minimum

and/or a Maximum Interest Rate, Instalment Amount or Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum, (v) to change any method of calculating the Redemption Amount or Entitlement, (vi) to change the currency or currencies of payment or denomination of the Notes, (vii) to take any steps which as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply or (viii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, will only be binding if passed at a meeting of the Noteholders (or at any adjournment thereof) at which a special quorum (provided for in the Agency Agreement) is present. The Agency Agreement provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Agency Agreement by a majority consisting of not less than three-fourths of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than 95% in nominal amount of the Notes for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Principal Agent) by or on behalf of the holders of not less than three-fourths in nominal amount of the Notes for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Noteholders. An Extraordinary Resolution passed by the Noteholders will be binding on all the Noteholders, whether or not they are present at any meeting and whether or not they voted on the resolution, and on all Receipholders and Couponholders.

These Conditions may be supplemented, amended, modified, or replaced in relation to any Series of Notes by the terms of the applicable Pricing Supplement or Drawdown Prospectus in relation to such Series. These Conditions may be completed in relation to any Series of Notes by the terms of the applicable Final Terms in relation to such series.

(b) ***Modification of Agency Agreement***

The Issuer and the Guarantor shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, which is not prejudicial to the interests of the Noteholders. Any such modification shall be binding on the Noteholders, the Receipholders and the Couponholders, and any such modification shall be notified to the Noteholders in accordance with Condition 14 (*Notices*) as soon as practicable thereafter.

12. **Replacement of Notes, Certificates, Receipts, Coupons and Talons**

If a Note, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws and competent authority, stock exchange and/or quotation system requirements, at the specified office of the Principal Paying Agent (in the case of the Bearer Notes, Receipts, Coupons or Talons) and the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders in accordance with Condition 14 (*Notices*), 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 Note, 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 Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

13. **Further Issues**

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes and so that the same shall be consolidated and form a single series with such Notes, and references in these Conditions to "Notes" shall be construed accordingly.

14. Notices

Notices to the Holders of Registered Notes 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.

Notices to the Holders of Bearer Notes will be valid if published in a daily newspaper of general circulation in London (which is expected to be the *Financial Times*). If any such publication is not practicable, notice will be validly given if published in another leading daily English language newspaper of general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

All notices regarding Book-Entry Notes may be given by delivery to the Noteholders by registered mail to the addresses appearing in the relevant registries maintained by Iberclear or, as the case may be, the relevant Iberclear Member or by any other means which comply with Spanish law and the rules applicable to the giving of notices to investors and, if the Book-Entry Notes are listed on AIAF, the rules of AIAF.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice to the Holders of Bearer Notes in accordance with this Condition.

15. Substitution of the Issuer

- (a) The Issuer and the Guarantor may at any time, without the consent of the Noteholders or the Couponholders, substitute for such Issuer any company (the "**Substitute**") upon notice to the Holders by such Issuer, the Guarantor and the Substitute to be given in accordance with Condition 14 (*Notices*), **provided that:**
- (i) no payment and/or delivery of any assets comprising the Entitlement (if applicable) in respect of the Notes, the Receipts or the Coupons or the Deed of Guarantee (as the case may be) is at the relevant time overdue;
 - (ii) the Substitute shall, by means of a deed poll in the form scheduled to the Agency Agreement as Schedule 4 (the "**Deed Poll**"), agree to indemnify each holder and Couponholder against any tax, duty, assessment or governmental charge which is imposed on it by (or by any authority in or of) the jurisdiction of the country of the Substitute's residence for tax purposes and, if different, of its incorporation with respect to any Note, Receipt, Coupon, Talon or the Deed of Covenant and which would not have been so imposed had the substitution not been made, as well as against any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution;
 - (iii) where the Substitute is not the Guarantor, the obligations of the Substitute under the Deed Poll, the Notes, Receipts, Coupons, Talons and Deed of Covenant shall be unconditionally and irrevocably guaranteed by the Guarantor by means of the Deed Poll;
 - (iv) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Deed Poll, the Notes, Receipts, Coupons, Talons and Deed of Covenant represent valid, legally binding and enforceable obligations of the Substitute and, in the case of the Deed Poll of the Guarantor, have been taken, fulfilled and done and are in full force and effect;
 - (v) the Substitute shall have become party to the Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it;
 - (vi) legal opinions shall have been delivered to the Issuer and the Guarantor from lawyers of recognised standing in each jurisdiction referred to in (ii) above, in Spain and in England as to the fulfilment of the requirements of this Condition 15 and the other matters specified in the Deed Poll and that the Notes, Receipts, Coupons and Talons are legal, valid and binding obligations of the Substitute;

- (vii) each competent authority, stock exchange and/or quotation system by which the Notes are admitted to listing, trading and/or quotation (if any) shall have confirmed that, following the proposed substitution of the Substitute, the Notes will continue to be admitted to listing, trading and/or quotation by such competent authority, stock exchange and/or quotation system;
 - (viii) each relevant credit rating agency which has assigned a credit rating to the Notes (if any), shall have confirmed that following the proposed substitution of the Substitute, the credit rating of the Notes will not be adversely affected; and
 - (ix) if applicable, the Substitute has appointed a process agent as its agent in England to receive service of process on its behalf in relation to any legal proceedings arising out of or in connection with the Notes.
- (b) Upon the execution of the Deed Poll and the delivery of the legal opinions, the Substitute shall succeed to, and be substituted for, and may exercise every right and power, of the Issuer under the Notes and the Agency Agreement with the same effect as if the Substitute had been named as the Issuer herein, and the Issuer shall be released from its obligations under the Notes and under the Agency Agreement.
 - (c) After a substitution pursuant to Condition 15(a), the Substitute may, without the consent of any holder, effect a further substitution. All the provisions specified in Condition 15(a) and 15(b) shall apply *mutatis mutandis*, and references in these Conditions to the Issuer shall, where the context so requires, be deemed to be or include references to any such further Substitute.
 - (d) After a substitution pursuant to Condition 15(a) or 15(c) any Substitute may, without the consent of any holder, reverse the substitution, *mutatis mutandis*.
 - (e) The Deed Poll and all documents relating to the substitution shall be delivered to, and kept by, the Principal Paying Agent. Copies of such documents will be available free of charge at the specified office of each of the Paying Agents.
 - (f) On the substitution of any Substitute, amendments may be made to the Conditions to reflect the regulatory position of such Substitute, including without limitation, to reflect the requirements of any Bail-In Legislation.

16. **Currency Indemnity**

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note, Coupon or Receipt is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or the Guarantor or otherwise) by any holder of Notes or Couponholder in respect of any sum expressed to be due to it from the Issuer or the Guarantor shall only constitute a discharge to the Issuer or the Guarantor, as the case may be, to the extent of the amount in the currency of payment under the relevant Note, Coupon or Receipt which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note, Coupon or Receipt, the Issuer, failing whom the Guarantor, shall indemnify it against any loss sustained by it as a result. In any event, the Issuer, failing whom the Guarantor, shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it will be sufficient for the holder of Notes or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's and the Guarantor's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any holder of Notes or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note, Coupon or Receipt of any other judgment or order.

17. **Governing Law and Jurisdiction**

- (a) ***Governing law***

The Notes, Receipts, Coupons and Talons and all non-contractual obligations arising out of or in connection with the Notes, Receipts, Coupons and Talons are governed by, and construed in accordance with, English law, save for the provisions of (i) Condition 4(b) relating to the status of the guarantee and (ii) the issue, subscription and first registration, form of representation, requirements, transfer and any other aspects of book entry forms legal regime of the Book-Entry Notes (as described in Condition 2(b)) and, in either case, all non-contractual obligations arising out of or in connection therewith, which are governed by Spanish law.

(b) ***English courts***

Subject to Condition 17(d) (*Rights of the Noteholders to take proceedings outside England*) below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with the Notes, Receipts, Coupons and/or Talons (including a dispute relating to the existence, validity, interpretation, performance, breach or termination of the Notes, Receipts, Coupons and/or Talons or the consequences of their nullity and any dispute relating to any non-contractual obligation arising out of or in connection with the Notes, Receipts, Coupons and/or Talons) (a "**Dispute**") and accordingly, each of the Issuer, the Guarantor and any Noteholders, Receiptholders or Couponholder in relation to any Dispute submits to the exclusive jurisdiction of the English Courts.

(c) ***Appropriate forum***

Each of the Issuer and the Guarantor waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(d) ***Rights of the Noteholders to take proceedings outside England***

Condition 17(b) (*English courts*) is for the benefit of the holders of the Notes, Receipts, Coupons and/or Talons only. To the extent allowed by law, holders of Notes, Coupons, Receipts and/or Talons may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions ("**Proceedings**").

(e) ***Process agent***

Each of the Issuer and the Guarantor agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Banco Santander, S.A., London branch, Attn.: Operations department, 2 Triton Square, Regent's Place, London NW1 3AN or, if different, its registered office for the time being or at any address of the Issuer or Guarantor, as the case may be, in England at which process may be served on it. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer or the Guarantor, as the case may be, the Issuer and the Guarantor (acting together) shall, on the written demand of any holder of Notes addressed and delivered to the Issuer and the Guarantor or to the specified office of the Principal Paying Agent or, in the case of any written demand of any holder of Book-Entry Notes, to the specified office of the Iberclear Paying Agent, appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any holder of Notes shall be entitled to appoint such a person by written notice addressed to the Issuer and Guarantor and delivered to the Issuer and Guarantor or to the specified office of the Principal Paying Agent or Iberclear Paying Agent, as applicable. Nothing in this paragraph shall affect the right of any holder of Notes to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

(f) ***Waiver of trial by jury***

WITHOUT PREJUDICE TO CONDITION 17(b) (*English courts*), EACH OF THE ISSUER AND THE GUARANTOR WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN CONNECTION WITH THE NOTES, THE RECEIPTS AND THE COUPONS. THESE CONDITIONS MAY BE FILED AS A WRITTEN CONSENT TO A BENCH TRIAL.

18. **Rights of Third Parties**

No person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.

19. **Knock-in Event and Knock-out Event**

This Condition 19 only applies to Index Linked Notes, Share Linked Notes, ETF Linked Notes and Fund Linked Notes Linked to an ETF.

- (a) This Condition 19 is applicable only if:
 - (i) Knock-in Event is specified as applicable in the Applicable Transaction Terms, in which case any payment under the Notes which is expressed to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event; or
 - (ii) Knock-out Event is specified as applicable in the Applicable Transaction Terms, in which case any payment under the relevant Notes which is expressed to be subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.
- (b) If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Applicable Transaction Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day at any time during the one-hour period that begins or ends at the Valuation Time a Knock-in Event or a Knock-out Event would otherwise have occurred and a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred; provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the level or price, as applicable, of each affected Share Index, Share or Fund Share, as applicable, as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of Valuation Date in order to determine whether a Knock-in Event or a Knock-out Event has occurred.
- (c) If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Applicable Transaction Terms is any time or period of time other than the Valuation Time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the Knock-in Valuation Time or Knock-out Valuation Time, a Knock-in Event or a Knock-out Event would otherwise have occurred and a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the level or price, as applicable, of each affected Share Index, Share or Fund Share, as applicable, as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of Valuation Date.

"Knock-in Determination Day" means the date(s) specified as such in the Applicable Transaction Terms, or otherwise each Scheduled Trading Day during the Knock-in Determination Period.

"Knock-in Determination Period" means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

"Knock-in Event" means the Knock-in Value is (A):

- (a) greater than;
- (b) greater than or equal to;

- (c) less than; or
- (d) less than or equal to,

the Knock-in Level (in the case of Index Linked Notes) or Knock-in Price (in the case of Share Linked Notes or Fund Linked Notes linked to one or more ETFs) or (B) within the Knock-in Range (x) on a Knock-in Determination Day or (y) in respect of any Knock-in Determination Period, as specified in the Applicable Transaction Terms.

"Knock-in Level" means the level, amount, number or percentage specified as such in the Applicable Transaction Terms, subject to adjustment from time to time in accordance with the provisions of these Conditions and/or the Equity Linked Conditions.

"Knock-in Period Beginning Date" means the date specified as such in the Applicable Transaction Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Applicable Transaction Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"Knock-in Period Ending Date" means the date specified as such in the Applicable Transaction Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Applicable Transaction Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"Knock-in Price" means the price, amount, percentage or number specified as such in the Applicable Transaction Terms, subject to adjustment from time to time in accordance with the provisions of these Conditions, the Equity Linked Conditions and/or the Fund Linked Conditions, as applicable.

"Knock-in Range" means the range of levels, prices, amounts, numbers or percentages specified as such or otherwise determined in the relevant Applicable Transaction Terms, subject to adjustment from time to time in accordance with the provisions of these Conditions, the Equity Linked Conditions and/or the Fund Linked Conditions, as applicable;

"Knock-in Valuation Time" means the time or period of time on any Knock-in Determination Day specified as such in the Applicable Transaction Terms or in the event that the Applicable Transaction Terms does not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

"Knock-in Value" has the meaning given to it in the Applicable Transaction Terms, being a term defined in Payout Condition 5.2.

"Knock-out Determination Day" means the date(s) as specified in the Applicable Transaction Terms, or otherwise each Scheduled Trading Day during the Knock-out Determination Period.

"Knock-out Determination Period" means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

"Knock-out Event" means the Knock-out Value is (A):

- (a) greater than;
- (b) greater than or equal to;
- (c) less than; or
- (d) less than or equal to,

the Knock-out Level (in the case of Index Linked Notes) or Knock-out Price (in the case of Share Linked Notes or Fund Linked Notes linked to one or more ETFs) or (B) within the Knock-out Range (x) on a Knock-out Determination Day or (y) in respect of any Knock-out Determination Period, as specified in the Applicable Transaction Terms.

"Knock-out Level" means the level, amount, number or percentage specified as such in the Applicable Transaction Terms, subject to adjustment from time to time in accordance with the provisions of these Conditions and/or the Equity Linked Conditions.

"Knock-out Period Beginning Date" means the date specified as such in the Applicable Transaction Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Applicable Transaction Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"Knock-out Period Ending Date" means the date specified as such in the Applicable Transaction Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Applicable Transaction Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"Knock-out Price" means the price, amount, percentage or number specified as such in the Applicable Transaction Terms, subject to adjustment from time to time in accordance with the provisions of these Conditions, the Equity Linked Conditions and/or the Fund Linked Conditions, as applicable.

"Knock-out Range" means the range of levels, prices, amounts, numbers or percentages specified as such or otherwise determined in the Applicable Transaction Terms, subject to adjustment from time to time in accordance with the provisions of these Conditions, the Equity Linked Conditions and/or the Fund Linked Conditions, as applicable.

"Knock-out Valuation Time" means the time or period of time on any Knock-out Determination Day specified as such in the Applicable Transaction Terms or in the event that the Applicable Transaction Terms does not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

"Knock-out Value" has the meaning given to it in the Applicable Transaction Terms, being a term defined in Payout Condition 5.2.

20. **Automatic Early Redemption Event**

This Condition 20 only applies to Notes other than Inflation Linked Notes, Credit Linked Notes, Foreign Exchange (FX) Rate Linked Notes and Fund Linked Notes which are not linked to an ETF.

If "Automatic Early Redemption Event" is specified as applicable in the Applicable Transaction Terms, then unless previously redeemed or purchased and cancelled, if (i) on any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as specified in the Applicable Transaction Terms, an Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date or the last day of the relevant Automatic Early Redemption Valuation Period, as applicable, and the Issuer shall pay an amount in respect of each Calculation Amount equal to the relevant Automatic Early Redemption Amount.

"AER Value" has the meaning given to it in the Applicable Transaction Terms, being a term defined in Payout Condition 5.2 (*Value Definitions*).

"AER Value Automatic Early Redemption Event" means, in respect of Index Linked Notes, Share Linked Notes and Fund Linked Notes only, the AER Value is:

- (a) greater than;
- (b) greater than or equal to;
- (c) less than; or
- (d) less than or equal to,

the Automatic Early Redemption Level (in the case of Index Linked Notes) or Automatic Early Redemption Price (in the case of Share Linked Notes or Fund Linked Notes), (a), (b), (c) or (d) applying as specified in the Applicable Transaction Terms.

"Automatic Early Redemption Amount" means an amount, in respect of each nominal amount of Notes equal to the Calculation Amount, being the Automatic Early Redemption Payout set out in the Applicable Transaction Terms.

"Automatic Early Redemption Date" means each date specified as such in the Applicable Transaction Terms or if such date is not a Business Day, the next following Business Day, and no Noteholder shall be entitled to any interest or further payment in respect of such delay.

"Automatic Early Redemption Event" means the occurrence of an AER Value Automatic Early Redemption Event or a Target Coupon Automatic Early Redemption Event, as specified in the Applicable Transaction Terms.

"Automatic Early Redemption Level" means the level, amount, number or percentage specified as such in the Applicable Transaction Terms, subject to adjustment from time to time in accordance with the provisions of these Conditions and/or the Equity Linked Conditions.

"Automatic Early Redemption Payout" is as specified in the relevant Applicable Transaction Terms.

"Automatic Early Redemption Price" means the price, amount, percentage or number specified as such in the Applicable Transaction Terms, subject to adjustment from time to time in accordance with the provisions of these Conditions and/or the Equity Linked Conditions and/or the Fund Linked Notes Conditions, as applicable.

"Automatic Early Redemption Valuation Date" means each date specified as such in the Applicable Transaction Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the Automatic Early Redemption Valuation Date shall be delayed in accordance with the corresponding provisions of the definition of Valuation Date which shall apply *mutatis mutandis* as if references in such provisions to Valuation Date were to Automatic Early Redemption Valuation Date.

"Automatic Early Redemption Valuation Period" means each period specified as such in the Applicable Transaction Terms;

"Automatic Early Redemption Valuation Time" has the meaning given it in the Applicable Transaction Terms.

"Target Coupon Automatic Early Redemption Event" means the Accumulated Coupon (as defined in Payout Condition 5.1) is greater than or equal to the Target Coupon Percentage.

21. **Additional Definitions**

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"Averaging Date" means, in the case of Index Linked Notes relating to one or more Share Index, Share Linked Notes relating to one or more Share or Fund Linked Notes relating to one or more ETF, each date specified as an Averaging Date in the Applicable Transaction Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent any such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (a) if **"Omission"** is specified as applying in the Applicable Transaction Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant level, price or amount provided that, if through the operation of this provision no Averaging Dates would occur, then the Averaging Date will not be omitted and the provisions of the definition of **"Valuation Date"** will apply for purposes of determining the relevant level, price or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if **"Postponement"** is specified as applying in the Applicable Transaction Terms, then the provisions of the definition of Valuation Date will apply for the purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a

Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or

- (c) if "**Modified Postponement**" is specified as applying in the Applicable Transaction Terms then:
- (i) where the Notes are Index Linked Notes or Equity Linked Notes relating to a Single Share Index or a Single Share, respectively, or Fund Linked Notes relating to a single Fund, the Averaging Date shall be the first succeeding Valid Date (as defined in (iv) below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the relevant Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of Valuation Date below;
 - (ii) where the Notes are Index Linked Notes or Equity Linked Notes relating to a Share Index Basket or a Share Basket, respectively, the Averaging Date for each Share or Share Index, as applicable, shall be the first succeeding Valid Date in relation to every Share and/or Share Index, as applicable, forming part of the Share Basket and/or the Share Index Basket, as applicable. If the first succeeding Valid Date in relation to every Share or Share Index forming part of the Share Basket or the Share Index Basket, as applicable, has not occurred for a number of consecutive Scheduled Trading days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the relevant Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date) in respect of every Share or Share Index, as applicable, forming part of the Share Basket or the Share Index Basket, as applicable, and (B) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of Valuation Date below;
 - (iii) where the Notes are Fund Linked Notes relating to a Fund Basket, the Averaging Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the "**Scheduled Averaging Date**") and the Averaging Date for each Fund Share affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Fund Share. If the first succeeding Valid Date in relation to such Fund Share has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the relevant Averaging Date, then (A) that Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date) in respect of such Fund Share, and (B) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of Valuation Date below; and
 - (iv) for the purposes of these Terms and Conditions "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

"**Coupon Valuation Date**" means the date specified as such in the Applicable Transaction Terms.

"**Entitlement**", in respect of each Calculation Amount, shall be a quantity of the Relevant Asset(s) (and any cash amount to be delivered as a result of rounding down) specified in the Applicable Transaction Terms equal to the Entitlement Amount specified in the Applicable Transaction Terms.

"Observation Date" means, in the case of Index Linked Notes relating to one or more Share Index, Share Linked Notes relating to one or more Share or Fund Linked Notes relating to one or more ETF, each date specified as an Observation Date in the Applicable Transaction Terms, or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the provisions relating to Omission, Postponement or Modified Postponement, as specified in the Applicable Transaction Terms, contained in the definition of Averaging Date shall apply *mutatis mutandis* as if references in such provisions to Averaging Date were to Observation Date.

"Observation Period" means the period specified as the Observation Period in the Applicable Transaction Terms.

"Redemption Valuation Date" means the date specified as the Redemption Valuation Date in the Applicable Transaction Terms.

"Relevant Asset(s)" means the relevant asset(s) so specified in the Applicable Transaction Terms.

"Strike Date" means the Strike Date specified in the Applicable Transaction Terms.

"Strike Day" means each date specified as such in the relevant Applicable Transaction Terms.

"Strike Period" means the period specified as the Strike Period in the Applicable Transaction Terms.

"Valuation Date" means, in the case of Index Linked Notes relating to one or more Share Index, Share Linked Notes relating to one or more Share or Fund Linked Notes relating to one or more ETF, the Coupon Valuation Date, Strike Date and/or the Redemption Valuation Date, as the case may be, specified in the Applicable Transaction Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (a) in the case of Index Linked Notes relating to a single Share Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Settlement Level by determining the level of the Share Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Share Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted level as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Share Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day);
- (b) in the case of Index Linked Notes relating to a Share Index Basket, the Valuation Date for each Share Index shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of any Share Index forming part of the Share Index Basket unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day in respect of any Share Index forming part of the Share Index Basket. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for each Share Index forming part of the Share Index Basket, notwithstanding the fact that such day is a Disrupted Day with respect to any Share Index, and (ii) the Calculation Agent shall determine the Settlement Level using the level of that Share Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Share Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted level as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Share Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on

the last such consecutive Scheduled Trading Day) and otherwise in accordance with the above provisions;

- (c) in the case of Fund Linked Notes or Share Linked Notes relating to a single Fund Share of an ETF or Share, respectively, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Settlement Price in accordance with its good faith estimate of the Settlement Price as of the Valuation Time on that last such consecutive Scheduled Trading Day;
- (d) in the case of Share Linked Notes relating to a Share Basket, the Valuation Date for each Share shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of any Shares forming part of the Share Basket unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to any Share of the Share Basket. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for each Share of the Share Basket, notwithstanding the fact that such day is a Disrupted Day with respect to any Share, and (ii) the Calculation Agent shall determine the Settlement Price using, in relation to the relevant affected Share, its good faith estimate of the value for the affected Share as of the Valuation Time on the last such consecutive Scheduled Trading Day and otherwise in accordance with the above provisions; or
- (e) in the case of Fund Linked Notes relating to a basket of Fund Shares of one or more ETFs, the Valuation Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Fund Share affected (each an "**Affected Item**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Settlement Price using its good faith estimate of the value for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day and otherwise in accordance with the above provisions.

For the purpose of improving the reading and intelligibility in connection with the applicable meaning of Valuation Date used in the relevant Applicable Transaction Terms, a numerical or letter suffix value may be attributed when included in the Applicable Transaction Terms.

22. **Contractual Recognition and Acknowledgment of Bail-in Powers**

Notwithstanding and to the exclusion of any other term of the Notes or any other agreements, arrangements, or understandings between the Issuer, the Guarantor and any Noteholder, by its acquisition of the Notes, each Noteholder (which, for the purposes of this Condition, includes each holder of a beneficial interest in the Notes) acknowledges and accepts that any liability arising under the Notes may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, consents and agrees to be bound by:

- (a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority, which exercise (without limitation) may include and result in any of the following, or some combination thereof:
 - (i) the reduction of all, or a portion, of the amounts due under the Notes;
 - (ii) the conversion of all, or a portion, of the amounts due under the Notes into shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the Noteholders of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Notes;

- (iii) the cancellation of the Notes;
- (iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest (if any) payable on the Notes, or the dates on which the interest becomes payable, including by suspending payment for a temporary period;
- (b) the variation of the terms of the Notes, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.
- (c) For the purposes of this Condition 22:

"Bail-In Legislation" means the European Union (Bank Recovery and Resolution) Regulations 2015 (S.I. No. 289/2015) (as amended or re-enacted).

"Bail-in Powers" means any write-down, conversion, transfer, modification or suspension power existing from time to time under, and exercised in compliance with, any law or regulation in effect in Ireland, relating to the transposition of Directive 2014/59/EU (as amended or re-enacted) establishing a framework for the recovery and resolution of credit institutions and investment firms, including but not limited to the Bail-In Legislation and Regulation (EU) No 806/2014 (as amended or re-enacted) and the instruments, rules and standards created thereunder, pursuant to which: (a) any obligation of a bank or investment firm or affiliate of a bank or investment firm can be reduced, cancelled, modified or converted into shares, other securities or other obligations of such entity or any other person (or suspended for a temporary period); and (b) any right in a contract governing an obligation of a bank or investment firm or affiliate of a bank or investment firm may be deemed to have been exercised.

References in this Condition to a "regulation" include any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation.

"Relevant Resolution Authority" means the resolution authority with the ability to exercise any Bail-in Powers in relation to the Issuer.

- (d) No repayment or payment of amounts due under the Notes will become due and payable or be paid after the exercise of any Bail-in Power by the Resolution Authority if and to the extent such amounts have been reduced, converted, cancelled, amended or altered as a result of such exercise.
- (e) Neither a reduction or cancellation, in part or in full, of the amounts due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Bail-in Power by the Resolution Authority with respect to the Issuer, nor the exercise of the Bail-in Power by the Resolution Authority with respect to the Notes will be an Event of Default.
- (f) Upon the exercise of the Bail-in Power by the Resolution Authority with respect to the Notes, the Issuer will give notice to the Noteholders in accordance with Condition 14 (*Notices*) as soon as practicable regarding such exercise of the Bail-in Power.

ANNEX 1

PROVISIONS RELATING TO EQUITY LINKED NOTES

This Annex 1 (*Provisions relating to Equity Linked Notes*) is applicable only in relation to Notes specified in the Applicable Transaction Terms as being one of the following Notes:

- (i) Notes linked to the Shares of an entity not affiliated with the Issuer ("**Single Share Linked Notes**");
- (ii) Notes linked to a basket of Shares of entities not affiliated with the Issuer ("**Share Basket Linked Notes**");
- (iii) Notes linked to a single index of Shares not prepared by the Issuer or entities affiliated with the Issuer ("**Single Share Index Linked Notes**"); and
- (iv) Notes linked to a basket of indices of Shares not prepared by the Issuer or entities affiliated with the Issuer ("**Share Index Basket Linked Notes**").

In this Annex 1, references to "**Share**" and "**Share Index**" shall have the meanings given to them in the relevant Applicable Transaction Terms.

In the event of any inconsistency between the Conditions and the additional terms and conditions relating to Equity Linked Notes set out in this Annex 1 (the "**Equity Linked Conditions**"), the Equity Linked Conditions shall prevail. In the event of any inconsistency between the Equity Linked Conditions and the Payout Conditions, the Payout Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Equity Linked Conditions and (ii) the Applicable Transaction Terms, the Applicable Transaction Terms shall prevail.

PART 1 SINGLE SHARE LINKED NOTES

This Part 1 (*Single Share Linked Notes*) is applicable only in relation to Notes specified in the Applicable Transaction Terms as being Single Share Linked Notes.

1. DEFINITIONS

"**Exchange**" means each exchange or quotation system specified in the relevant Applicable Transaction Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

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

"**Exchange Business Day Convention**" means any of the following, as specified in the relevant Applicable Transaction Terms:

- Following Business Day Convention: if a date specified as Valuation Date in the Applicable Transaction Terms is not an Exchange Business Day, such Valuation Date will be the first succeeding Exchange Business Day.
- Modified Following Business Day Convention: if a date specified as Valuation Date in the Applicable Transaction Terms is not an Exchange Business Day, such Valuation Date will be the first succeeding Exchange Business Day unless that day falls in the next calendar month, in which case such Valuation Date will be the first preceding day that is an Exchange Business Day.

"**Related Exchange**" means each exchange or quotation system specified as such for the Share in the Applicable Transaction Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges"

is specified as the Related Exchange in the Applicable Transaction Terms, "**Related Exchange**" shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

"**Relevant Price**" means, subject as referred to in relation to any Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date, as the case may be, in the case of a Share, an amount equal to the official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or Averaging Date, as the case may be, if so specified in the Applicable Transaction Terms) quoted on the relevant Exchange for such Share on (i) if Averaging is not specified in the Applicable Transaction Terms, the relevant Settlement Price Date, or (ii) if Averaging is specified in the Applicable Transaction Terms, the relevant Averaging Date or if, in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the Applicable Transaction Terms) cannot be so determined and the relevant Settlement Price Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the Applicable Transaction Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the relevant Settlement Price Date or Averaging Date, as the case may be, if so specified in the Applicable Transaction Terms) for the Share based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Share or on such other factors as the Calculation Agent shall decide, such amount to be converted, if so specified in the Applicable Transaction Terms, into the Specified Currency at the Exchange Rate specified in the Applicable Transaction Terms on the relevant Settlement Price Date or Averaging Date and such converted amount to be the Relevant Price, all as determined by or on behalf of the Calculation Agent.

"**Scheduled Closing Time**" means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

"**Scheduled Trading Day**" means any day on which each Exchange and Related Exchange are scheduled to be open for trading for their respective regular trading session.

"**Settlement Price**" means, subject as referred to in relation to any Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date, as the case may be, (A) if Averaging is not specified in the Applicable Transaction Terms, the Relevant Price for the relevant Settlement Price Date, or (B) if Averaging is specified in the Applicable Transaction Terms, the arithmetic mean of the Relevant Prices of the Single Share on each Averaging Date or (C) if Averaging (Per Share) is specified in the Applicable Transaction Terms, the arithmetic mean of the Relevant Prices for the relevant Share on each Averaging Date, all as determined by or on behalf of the Calculation Agent in a commercially reasonable manner.

"**Settlement Price Date**" means any Automatic Early Redemption Valuation Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date, as the case may be.

"**Share Issuer**" means, in respect of a Share, the issuer of the Share as specified in the Applicable Transaction Terms.

"**Specified Maximum Days of Disruption**" means the number of days specified in the Applicable Transaction Terms, or if not so specified, five Scheduled Trading Days.

"**Valuation Time**" means Coupon Valuation Time or the Redemption Valuation Time, as the case may be, specified as such in the Applicable Transaction Terms or, if no such time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as the case may be, in relation to each Share to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

2. MARKET DISRUPTION EVENTS

- 2.1 **"Market Disruption Event"** means, in respect of a Share, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in each case ((i) and (ii)) the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time or (iii) an Early Closure.
- 2.2 **"Trading Disruption"** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to the Share on the Exchange, or (ii) in futures or options contracts relating to the Share on any relevant Related Exchange.
- 2.3 **"Exchange Disruption"** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Shares on the Exchange, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Share on any relevant Related Exchange.
- 2.4 **"Early Closure"** means the closure on any Exchange Business Day of the relevant Exchange or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.
- 2.5 **"Disrupted Day"** means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred. The Calculation Agent shall as soon as reasonably practicable under the circumstances notify the Issuer of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Automatic Early Redemption Valuation Date, an Averaging Date, a Knock-in Determination Day or a Knock-out Determination Day, an Observation Date or a Valuation Date, as the case may be. Without limiting the obligation of the Calculation Agent to notify the Issuer as set forth in the preceding sentence, failure by the Calculation Agent to notify the Issuer of the occurrence of a Disrupted Day shall not affect the validity of the occurrence and effect of such Disrupted Day.
- 2.6 **"Scheduled Valuation Date"** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

3. ADJUSTMENTS

Potential Adjustment Events:

- 3.1 Following the declaration by the Share Issuer of the terms of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Shares and, if so, will (i) make the corresponding adjustment(s), if any, to the Relevant Asset and/or the Entitlement (where the Notes are Physical Delivery Notes) the Strike Price, Initial Price, Final Price and Barrier(s), as the case may be, and any other variable relevant to the redemption and the payment of the coupon amount or other terms of the Notes as the Calculation Agent determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share) and (ii) determine the effective date(s) of the adjustment(s). The Calculation Agent may (but need not) determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of such Potential Adjustment Event made by an options exchange to options on the relevant Shares traded on such options exchange.

3.2 For the purposes hereof:

"Potential Adjustment Event" means any of the following:

- (i) a subdivision, consolidation or reclassification of a relevant Share (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant Shares of (A) such Shares, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Issuer equally or proportionately with such payments to holders of such Shares, or (C) share capital or other securities of another share issuer acquired or owned (directly or indirectly) by the Share Issuer as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an Extraordinary Dividend;
- (iv) a call by the Share Issuer in respect of relevant Shares that are not fully paid;
- (v) a repurchase by the Share Issuer or any of its subsidiaries of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) in respect of the Share Issuer, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Share Issuer pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (vii) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares.

4. **EXTRAORDINARY EVENTS**

4.1 **Definitions:**

"Additional Disruption Event" means a Change in Law, Failure to Deliver, Insolvency Filing or Hedging Disruption.

"Announcement Date" means, (i) in the case of a Merger Event, the date of the first public announcement of a firm intention to engage in a transaction (whether or not subsequently amended) that leads to the Merger Event, (ii) in the case of a Tender Offer, the date of the first public announcement of a firm intention to purchase or otherwise obtain the requisite number of voting shares (whether or not subsequently amended) that leads to the Tender Offer, (iii) in the case of a Nationalisation, the date of the first public announcement to nationalise (whether or not subsequently amended) that leads to the Nationalisation, (iv) in the case of an Insolvency, the date of the first public announcement of the institution of a proceeding or presentation of a petition or passing of a resolution (or other analogous procedure in any jurisdiction) that leads to the Insolvency and (v) in the case of a Delisting, the date of the first public announcement by the Exchange that the Shares will cease to be listed, traded or publicly quoted in the manner described in the "Delisting" definition below. In respect of any Extraordinary Event, if the announcement of such Extraordinary Event is made after the actual closing time for the regular trading session on the relevant Exchange, without regard to any after hours or any other trading outside of such regular trading session hours, the Announcement Date shall be deemed to be the next following Scheduled Trading Day.

"Change in Law" means that, on or after the Issue Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent

jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Hedging Party(ies) determine(s) in good faith that (X) it has become illegal to hold, acquire or dispose of Shares relating to the Hedging Transaction(s), or (Y) it will incur a materially increased cost in performing its obligations (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"Clearance System Business Day" means, in respect of a clearance system, any day on which such clearance system is (but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

"Combined Consideration" means New Shares in combination with Other Consideration.

"Delisting" means that the Exchange announces that pursuant to the rules of such Exchange, the Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union).

"Extraordinary Event" means a Merger Event, Tender Offer, Nationalisation, Insolvency, Delisting or any applicable Additional Disruption Event, as the case may be.

"Failure to Deliver" means failure of the Issuer and/or any of its Affiliates to deliver, when due, the Relevant Assets comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for such Shares.

"Hedging Disruption" means that the Hedging Party(ies) is/are unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

"Hedging Party(ies)" means the Issuer and, if any, the entity with which the Issuer agrees the Hedging Transaction(s).

"Insolvency" means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Share Issuer, (A) all the Shares of that Share Issuer are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Shares of that Share Issuer become legally prohibited from transferring them.

"Insolvency Filing" means that the Share Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to proceedings seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Share Issuer shall not be deemed an Insolvency Filing.

"Merger Date" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

"Merger Event" means, in respect of any relevant Shares, any (i) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the Share Issuer with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Share Issuer is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding Shares of the Share Issuer that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) the consolidation, amalgamation, merger or binding share exchange of the Share Issuer or its subsidiaries with or into another entity in which the Share Issuer is the continuing entity and which does

not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50% of the outstanding Shares immediately following such event (a "**Reverse Merger**"), in each case if the Merger Date is on or before (a) in the case of Cash Settled Notes, the latest of the last occurring Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day, Observation Date or Valuation Date or, where Averaging is specified in the Applicable Transaction Terms, the final Averaging Date or (b) in the case of Physical Delivery Notes, the relevant Maturity Date.

"**Nationalisation**" means that all the Shares or all or substantially all the assets of a Share Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

"**New Shares**" means ordinary or common shares, whether of the entity or person (other than the Share Issuer) involved in the Merger Event or the making of the Tender Offer or a third party, that are, or that as of the Merger Date or Tender Offer Date are promptly scheduled to be, (i) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union) and (ii) not subject to any currency exchange controls, trading restrictions or other trading limitations.

"**Other Consideration**" means cash and/or any securities (other than New Shares) or assets (whether of the entity or person (other than the Share Issuer) involved in the Merger Event or the making of the Tender Offer or a third party).

"**Settlement Cycle**" means, in respect of a Share, the period of Clearance System Business Days following a trade in such Shares on the Exchange in which settlement will customarily occur according to the rules of the Exchange.

"**Settlement Disruption Event**" means, in respect of a Share, an event beyond the control of the Hedging Party(ies) as a result of which the relevant clearance system cannot clear the transfer of such Share.

"**Share-for-Combined**" means, in respect of a Merger Event or Tender Offer, that the consideration for the relevant Shares consists of Combined Consideration.

"**Share-for-Other**" means, in respect of a Merger Event or Tender Offer, that the consideration for the relevant Shares consists solely of Other Consideration.

"**Share-for-Share**" means (i) in respect of a Merger Event or Tender Offer, that the consideration for the relevant Shares consists (or, at the option of the holder of such Shares, will consist) solely of New Shares, and (ii) a Reverse Merger.

"**Tender Offer**" means a takeover offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10% and less than 100% of the outstanding voting shares of the Share Issuer, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

"**Tender Offer Date**" means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

4.2 **Consequences:**

Consequences of Merger Events: in respect of any Merger Event, on or after the relevant Merger Date, the Calculation Agent shall either (i) (A) make such adjustment to any one or more of any Relevant Asset and/or the Entitlement (where the Notes are Physical Delivery Notes), the coupon amount or any other terms of the Notes as the Calculation Agent determines appropriate to account for the economic effect on the Notes of such Merger Event (including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Notes), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Merger Event by an options exchange to options on the relevant Shares traded on such options exchange and (B) determine the

effective date of that adjustment, or (ii) if the Calculation Agent determines that no adjustment that it could make under (i) will produce a commercially reasonable result, the Calculation Agent will notify the Issuer that the relevant consequence shall be the early redemption of the Notes. If the early redemption of the Notes occurs, then the Issuer will pay to the Noteholders the Early Redemption Amount calculated by the Calculation Agent for each of the outstanding Notes.

Consequences of Tender Offer: in respect of any Tender Offer, on or after the relevant Tender Offer Date, the Share Issuer and the Shares will not change, but the Calculation Agent shall either (i) (A) make such adjustment to the coupon amount or any other terms of the Notes as the Calculation Agent determines appropriate to account for the economic effect on the Notes of such Tender Offer (including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Notes), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Tender Offer by an options exchange to options on the relevant shares traded on such options exchange and (B) determine the effective date of that adjustment, or (ii) if the Calculation Agent determines that no adjustment that it could make under (i) will produce a commercially reasonable result, the Calculation Agent will notify the Issuer that the relevant consequence shall be the early redemption of the Notes. If the early redemption of the Notes occurs, then the Issuer will pay to the Noteholders the Early Redemption Amount calculated by the Calculation Agent for each of the outstanding Notes.

Consequences of Nationalisation, Insolvency Filing and Delisting: upon the Issuer's becoming aware of the occurrence of a Nationalisation, Insolvency Filing or Delisting, the early redemption of the Notes will take place (as determined by the Calculation Agent) and then the Issuer will pay to the Noteholders the Early Redemption Amount calculated by the Calculation Agent for each of the outstanding Notes.

Consequences of Additional Disruption Event: upon becoming aware of the occurrence of an Additional Disruption Event, the Issuer may early redeem the Notes and therefore pay to the Noteholders the Early Redemption Amount calculated by the Calculation Agent for each of the outstanding Notes.

Correction of the Share Price: in the event that the Share price on the Exchange which is utilised for any calculation or determination made under these Notes is subsequently corrected and the correction is published by the Exchange within one Settlement Cycle after the original publication, the Issuer may notify the Noteholder of that correction and the Calculation Agent will determine the amount that is payable or deliverable as a result of that correction, and, to the extent necessary, will adjust the terms of these Notes to account for such correction.

PART 2 SINGLE SHARE INDEX LINKED NOTES

This Part 2 (*Single Share Index Linked Notes*) is applicable only in relation to Notes specified in the Applicable Transaction Terms as being Single Share Index Linked Notes.

1. DEFINITIONS.

"**Exchange**" means, in respect of each component security or reference security of the Share Index (each, a "**Component Security**"), the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent.

"**Exchange Business Day**" means any Scheduled Trading Day on which: (i) the Share Index Sponsor publishes the level of the Share Index; and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding such Related Exchange closing prior to its Scheduled Closing Time.

"**Exchange Business Day Convention**" means any of the following, as specified in the Applicable Transaction Terms:

- Following Business Day Convention: if the date specified as Valuation Date in the Applicable Transaction Terms is not an Exchange Business Day, the Valuation Date will be the first succeeding Exchange Business Day.
- Modified Following Business Day Convention: if the date specified as Valuation Date in the Applicable Transaction Terms is not an Exchange Business Day, the Valuation Date will be the first succeeding Exchange Business Day unless that day falls in the next calendar month, in which case the Valuation Date will be the first preceding day that is an Exchange Business Day.

"Related Exchange" means in respect of a Share Index, each exchange or quotation system specified as such in the Applicable Transaction Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the Applicable Transaction Terms, **"Related Exchange"** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share Index.

"Relevant Level" means, subject as referred to in relation to any Averaging Date, Observation Date, Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day as the case may be in the case of a Share Index, an amount equal to the official closing level of such Share Index, or in the case of a Share Dividend Index, the level for the Share Dividend Index for the relevant day, as published by the relevant Share Index Sponsor, as determined by the Calculation Agent or, if so specified in the Applicable Transaction Terms, the level of the Share Index determined by the Calculation Agent as set out in the Applicable Transaction Terms at the Valuation Time on (i) if Averaging is not specified in the Applicable Transaction Terms, the relevant Settlement Level Date, or (ii) if Averaging is specified in the Applicable Transaction Terms, each Averaging Date.

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

"Scheduled Trading Day" means any day on which: (i) the Share Index Sponsor is scheduled to publish the level of the Share Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.

"Share Index Sponsor" means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Share Index and (b) announces (directly or through an agent) the level of the relevant Share Index on a regulated basis during each Scheduled Trading Day.

"Settlement Level" means, subject as referred to in relation to any Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, Observation Date or Valuation Date, as the case may be, (i) if Averaging is not specified in the Applicable Transaction Terms, the Relevant Level for the relevant Settlement Level Date, or (ii) if Averaging is specified in the Applicable Transaction Terms, the arithmetic mean of the Relevant Levels of the Share Index on each Averaging Date, all as determined by or on behalf of the Calculation Agent in a commercially reasonable manner.

"Settlement Level Date" means the Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day, an Observation Date or a Valuation Date, as the case may be.

"Share Dividend Index" means an index specified as such in the Applicable Transaction Terms.

"Specified Maximum Days of Disruption" means the number of days specified in the Applicable Transaction Terms, or if not so specified, five Scheduled Trading Days.

"Valuation Time" means (i) for the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on the Share Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the Coupon Valuation Time or the Redemption Valuation Time, as the case may be, specified in the Applicable Transaction Terms or, if no such time is specified, the time at which the official closing level of the Share Index is calculated and published by the Share Index Sponsor.

2. MARKET DISRUPTION EVENTS

2.1 "Market Disruption Event" means either:

- (i) (a) the occurrence or existence, in respect of any Component Security, of:
 - (1) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
 - (2) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or
 - (3) an Early Closure in respect of such Component Security; and
- (b) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists and comprises 20% or more of the level of the Share Index; or
- (ii) the occurrence or existence, in respect of futures or options contracts relating to the Share Index, of: (a) a Trading Disruption Event; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (c) an Early Closure, in each case in respect of such futures or options contracts.

For the purposes of determining whether a Market Disruption Event exists in respect of a Component Security at any time, if a Market Disruption Event occurs in respect of such Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Share Index shall be based on a comparison of (x) the portion of the level of the Share Index attributable to that Component Security to (y) the overall level of the Share Index, in each case using the official opening weightings as published by the Sponsor as part of the market "opening data".

- 2.2 "**Trading Disruption**" means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to the Share on the Exchange, or (ii) in futures or options contracts relating to the Share on any relevant Related Exchange.
- 2.3 "**Exchange Disruption**" means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security or (ii) futures or options contracts relating to the Share Index on the Related Exchange.
- 2.4 "**Early Closure**" means the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.
- 2.5 "**Disrupted Day**" means any Scheduled Trading Day on which: (i) the Share Index Sponsor fails to publish the level of the Share Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) other than in the case of a Share Dividend Index, a Market Disruption Event has occurred. The Calculation Agent shall as soon as reasonably practicable under the circumstances notify the Issuer of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Automatic Early Redemption Valuation Date, an Averaging Date, a Knock-in Determination Day or a Knock-out Determination Day, an Observation Date or a Valuation Date, as the

case may be. Without limiting the obligation of the Calculation Agent to notify the Issuer as set forth in the preceding sentence, failure by the Calculation Agent to notify the Issuer of the occurrence of a Disrupted Day shall not affect the validity of the occurrence and effect of such Disrupted Day on the Notes.

- 2.6 **"Scheduled Valuation Date"** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

3. **ADJUSTMENTS**

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

- 3.2 If (i) on or prior to any Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date, the Share Index Sponsor announces that it will make a material change in the formula for or the method of calculating that Share Index or in any other way materially modifies that Share Index (other than a modification prescribed in that formula or method to maintain that Share Index in the event of changes in constituent stock and capitalisation and other routine events) (an **"Share Index Modification"**) or permanently cancels the Share Index and no Successor Share Index exists (an **"Share Index Cancellation"**) or (ii) on any Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date in respect of this Note, the Share Index Sponsor fails to calculate and announce a relevant Share Index (an **"Share Index Disruption"** and together with a Share Index Modification and a Share Index Cancellation, each an **"Share Index Adjustment Event"**), then the Calculation Agent shall determine if such Share Index Adjustment Event has a material effect on the Notes and, if so, shall calculate the relevant Strike Price(s), Initial Price(s), Valuation Price(s), Final Price(s) and Barrier(s) and any other variable relevant to the redemption and the payment of the coupon amount or other terms of the Notes as the Calculation Agent determines appropriate to account for that Share Index Adjustment Event, using, in lieu of a published level for that Share Index, the level for that Share Index as at that Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date as determined by the Calculation Agent in accordance with the formula for and method of calculating that Share Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Share Index immediately prior to that Share Index Adjustment Event.

3.3 **Correction of Share Index**

In the event that any price or level published on the Exchange or by the Share Index Sponsor and which is utilised for any calculation or determination made under the Notes is subsequently corrected and the correction is published by the Exchange or the Share Index Sponsor within one Settlement Cycle after the original publication, the Issuer may notify the Noteholder of that correction and the Calculation Agent will determine the amount that is payable or deliverable as a result of that correction.

"Clearance System Business Day" means, in respect of a clearance system, any day on which such clearance system is (or, but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

"Settlement Cycle" means, in respect of the Share Index, the number of Clearance System Business Days following a trade in such shares on the Exchange in which settlement will customarily occur according to the rules of the Exchange (if there are multiple Exchanges in respect of the Share Index, the longest such period).

"Settlement Disruption Event" means, in respect of a Component Security, an event beyond the control of the Hedging Party(ies) as a result of which the relevant clearance system cannot clear the transfer of such Component Security.

4. **ADDITIONAL DISRUPTION EVENTS**

4.1 **Definitions:**

"Additional Disruption Event" means a Change in Law, Insolvency Filing or Hedging Disruption.

"Change in Law" means that, on or after the Issue Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Hedging Party(ies) determine(s) in good faith that (X) it has become illegal to hold, acquire or dispose of Shares relating to the Hedging Transaction(s), or (Y) it will incur a materially increased cost in performing its obligations (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"Hedging Disruption" means that the Hedging Party(ies) is/are unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), being both transaction(s) and asset(s) the Hedging Transaction(s).

"Hedging Party(ies)" means the Issuer and, if any, the entity with which the Issuer agrees the Hedging Transaction(s).

"Insolvency Filing" means that the issuer of a Component Security institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to proceedings seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the issuer of the Component Security shall not be deemed an Insolvency Filing.

- 4.2 **Consequences:** upon becoming aware of the occurrence of an Additional Disruption Event, the Issuer may early redeem the Notes and therefore pay to the Noteholders the Early Redemption Amount calculated by the Calculation Agent per each of the outstanding Notes.

PART 3 SHARE BASKET LINKED NOTES

This Part 3 (*Share Basket Linked Notes*) is applicable only in relation to Notes specified in the Applicable Transaction Terms as being Share Basket Linked Notes.

1. **DEFINITIONS**

"Exchange" means, in respect of each Share, each exchange or quotation system specified as such for the Share in the Applicable Transaction Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

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

"Exchange Business Day Convention" means any of the following, as specified in the Applicable Transaction Terms:

- Following Business Day Convention: if the date specified as Valuation Date in the Applicable Transaction Terms is not an Exchange Business Day for any of the Shares comprised in the Basket, the Valuation Date will be deemed to be, only for that Share, the first succeeding Exchange Business Day.

- **Modified Following Business Day Convention:** if the date specified as Valuation Date in the Applicable Transaction Terms is not an Exchange Business Day for any of the Shares comprised in the Basket, the Valuation Date will be deemed to be, only for that Share, the first succeeding Exchange Business Day unless that day falls in the next calendar month, in which case the Valuation Date for that Share will be the first preceding day that is an Exchange Business Day.

"Related Exchange" means each exchange or quotation system specified as such for each Share in the Applicable Transaction Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to each Share has temporally relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to each Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the Applicable Transaction Terms, **"Related Exchange"** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

"Relevant Price" means, subject as referred to in relation to any Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date, as the case may be, in the case of a Share, an amount equal to the official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or Averaging Date, as the case may be, if so specified in the Applicable Transaction Terms) quoted on the relevant Exchange for such Share on (i) if Averaging is not specified in the Applicable Transaction Terms, the relevant Settlement Price Date, or (ii) if Averaging is specified in the Applicable Transaction Terms, the relevant Averaging Date or if, in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the Applicable Transaction Terms) cannot be so determined and the relevant Settlement Price Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the Applicable Transaction Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the relevant Settlement Price Date or Averaging Date, as the case may be, if so specified in the Applicable Transaction Terms) for the Share based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Share or on such other factors as the Calculation Agent shall decide, such amount to be converted, if so specified in the Applicable Transaction Terms, into the Specified Currency at the Exchange Rate specified in the Applicable Transaction Terms on the relevant Settlement Price Date or Averaging Date and such converted amount to be the Relevant Price, all as determined by or on behalf of the Calculation Agent.

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

"Scheduled Trading Day" means any day on which each Exchange and Related Exchange are scheduled to be open for trading for their respective regular trading session.

"Settlement Price" means, subject as referred to in relation to any Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date, as the case may be, (A) if Averaging is not specified in the Applicable Transaction Terms, the Relevant Price for the relevant Settlement Price Date, or (ii) if Averaging is specified in the Applicable Transaction Terms, the arithmetic mean of the Relevant Prices for each Share in the Share Basket on each Averaging Date, all as determined by or on behalf of the Calculation Agent in a commercially reasonable manner.

"Settlement Price Date" means any Automatic Early Redemption Valuation Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date, as the case may be.

"Share Basket" means, where the Share Basket Linked Notes are linked to the performance of more than one Share, a basket comprising such Shares, as specified in the Applicable Transaction Terms.

"Share Issuer" means, in respect of a Share, the issuer of the Share as specified in the Applicable Transaction Terms.

"Specified Maximum Days of Disruption" means the number of days specified in the Applicable Transaction Terms, or if not so specified, five Scheduled Trading Days.

"Valuation Time" means the Coupon Valuation Time or Redemption Valuation Time, as the case may be, specified as such in the Applicable Transaction Terms or, if no such time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as the case may be, in relation to each Share to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

2. MARKET DISRUPTION EVENTS

- 2.1 **"Market Disruption Event"** means, in respect of a Share, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in each case ((i) and (ii)) the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time or (iii) an Early Closure.
- 2.2 **"Trading Disruption"** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to the Share on the Exchange, or (ii) in futures or options contracts relating to the Share on any relevant Related Exchange.
- 2.3 **"Exchange Disruption"** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Shares on the Exchange, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Share on any relevant Related Exchange.
- 2.4 **"Early Closure"** means the closure on any Exchange Business Day of the relevant Exchange or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.
- 2.5 **"Disrupted Day"** means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred. The Calculation Agent shall as soon as reasonably practicable under the circumstances notify the Issuer, of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day would have been an Automatic Early Redemption Valuation Date, an Averaging Date, a Knock-in Determination Day or a Knock-out Determination Day, an Observation Date or a Valuation Date, as the case may be. Without limiting the obligation of the Calculation Agent to notify the Issuer as set forth in the preceding sentence, failure by the Calculation Agent to notify the Issuer of the occurrence of a Disrupted Day shall not affect the validity of the occurrence and effect of such Disrupted Day.
- 2.6 **"Scheduled Valuation Date"** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

3. ADJUSTMENTS

Potential Adjustment Events:

- 3.1 Following the declaration by the Share Issuer of the terms of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Shares and, if so, will (i) make the

corresponding adjustment(s), if any, to the Relevant Asset and/or the Entitlement (where the Notes are Physical Delivery Notes) the Strike Price, Initial Price(s), Valuation Price(s), Final Price(s) and Barrier(s), as the case may be, and, in any case, any other variable relevant to the redemption and the payment of the coupon amount or other terms of the Notes as the Calculation Agent determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share) and (ii) determine the effective date(s) of the adjustment(s). The Calculation Agent may (but need not) determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of such Potential Adjustment Event made by an options exchange to options on the relevant Shares traded on such options exchange.

3.2 For the purposes hereof:

"Potential Adjustment Event" means any of the following:

- (i) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant Shares of (A) such Shares, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Issuer equally or proportionately with such payments to holders of such Shares, or (C) share capital or other securities of another share issuer acquired or owned (directly or indirectly) by the Share Issuer as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an Extraordinary Dividend;
- (iv) a call by the Share Issuer in respect of relevant Shares that are not fully paid;
- (v) a repurchase by the Share Issuer or any of its subsidiaries of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) in respect of the Share Issuer, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Share Issuer pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (vii) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares.

4. EXTRAORDINARY EVENTS

4.1 Definitions:

"Additional Disruption Event" means Change in Law, Failure to Deliver, Insolvency Filing or Hedging Disruption.

"Announcement Date" means, (i) in the case of a Merger Event, the date of the first public announcement of a firm intention to engage in a transaction (whether or not subsequently amended) that leads to the Merger Event, (ii) in the case of a Tender Offer, the date of the first public announcement of a firm intention to purchase or otherwise obtain the requisite number of voting shares (whether or not subsequently amended) that leads to the Tender Offer, (iii) in the case of a Nationalisation, the date of the first public announcement to nationalise (whether or not subsequently amended) that leads to the Nationalisation, (iv) in the case of an Insolvency, the date of the first public announcement of the institution of a proceeding or presentation of a petition or passing of a resolution (or other analogous

procedure in any jurisdiction) that leads to the Insolvency and (v) in the case of a Delisting, the date of the first public announcement by the Exchange that the Shares will cease to be listed, traded or publicly quoted in the manner described in the "Delisting" definition below. In respect of any Extraordinary Event, if the announcement of such Extraordinary Event is made after the actual closing time for the regular trading session on the relevant Exchange, without regard to any after hours or any other trading outside of such regular trading session hours, the Announcement Date shall be deemed to be the next following Scheduled Trading Day.

"Change in Law" means that, on or after the Issue Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Hedging Party(ies) determine(s) in good faith that (X) it has become illegal to hold, acquire or dispose of Shares relating to the Hedging Transaction(s), or (Y) it will incur a materially increased cost in performing its obligations (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"Clearance System Business Day" means, in respect of a clearance system, any day on which such clearance system is (but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

"Combined Consideration" means New Shares in combination with Other Consideration.

"Delisting" means that the Exchange announces that pursuant to the rules of such Exchange, the Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union).

"Extraordinary Event" means a Merger Event, Tender Offer, Nationalisation, Insolvency, Delisting or any applicable Additional Disruption Event, as the case may be.

"Failure to Deliver" means failure of the Issuer and/or any of its Affiliates to deliver, when due, the Relevant Assets comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for such Shares.

"Hedging Disruption" means that the Hedging Party(ies) is/are unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), being both transaction(s) and asset(s) to the Hedging Transaction(s).

"Hedging Party(ies)" means the Issuer and, if any, the entity with which the Issuer agrees the Hedging Transaction(s).

"Insolvency" means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Share Issuer, (A) all the Shares of that Share Issuer are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Shares of that Share Issuer become legally prohibited from transferring them.

"Insolvency Filing" means that the Share Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to proceedings seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Share Issuer shall not be deemed an Insolvency Filing.

"Merger Date" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

"Merger Event" means, in respect of any relevant Shares, any (i) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the Share Issuer with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Share Issuer is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding Shares of the Share Issuer that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Share Issuer or its subsidiaries with or into another entity in which the Share Issuer is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50% of the outstanding Shares immediately following such event (a **"Reverse Merger"**), in each case if the Merger Date is on or before (a) in the case of Cash Settled Notes, the latest of the last occurring Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day, Observation Date or Valuation Date or, where Averaging is specified in the Applicable Transaction Terms, the final Averaging Date or (b) in the case of Physical Delivery Notes, the relevant Maturity Date.

"Nationalisation" means that all the Shares or all or substantially all the assets of a Share Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

"New Shares" means ordinary or common shares, whether of the entity or person (other than the Share Issuer) involved in the Merger Event or the making of the Tender Offer or a third party, that are, or that as of the Merger Date or Tender Offer Date are promptly scheduled to be, (i) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union) and (ii) not subject to any currency exchange controls, trading restrictions or other trading limitations.

"Other Consideration" means cash and/or any securities (other than New Shares) or assets (whether of the entity or person (other than the Share Issuer) involved in the Merger Event or the making of the Tender Offer or a third party).

"Settlement Cycle" means, in respect of a Share, the period of Clearance System Business Days following a trade in such Shares on the Exchange in which settlement will customarily occur according to the rules of the Exchange.

"Settlement Disruption Event" means, in respect of a Share, an event beyond the control of the Hedging Party(ies) as a result of which the relevant clearance system cannot clear the transfer of such Share.

"Share-for-Share" means (i) in respect of a Merger Event or Tender Offer, that the consideration for the relevant Shares consists (or, at the option of the holder of such Shares, will consist) solely of New Shares, and (ii) a Reverse Merger.

"Share-for-Combined" means, in respect of a Merger Event or Tender Offer, that the consideration for the relevant Shares consists of Combined Consideration.

"Share-for-Other" means, in respect of a Merger Event or Tender Offer, that the consideration for the relevant Shares consists solely of Other Consideration.

"Tender Offer" means a takeover offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10% and less than 100 per cent. of the outstanding voting shares of the Share Issuer, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

"Tender Offer Date" means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

4.2 Consequences:

Consequences of Merger Events: in respect of any Merger Event, on or after the relevant Merger Date, the Calculation Agent shall either (i) (A) make such adjustment to any one or more of the Relevant Asset and/or the Entitlement (where the Notes are Physical Delivery Notes), the coupon amount or any other terms of the Notes as the Calculation Agent determines appropriate to account for the economic effect on the Notes of such Merger Event (including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Notes), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Merger Event by an options exchange to options on the relevant Shares traded on such options exchange and (B) determine the effective date of that adjustment, or (ii) if the Calculation Agent determines that no adjustment that it could make under (i) will produce a commercially reasonable result, the Calculation Agent will notify the Issuer that the relevant consequence shall be the early redemption of the Notes. If the early redemption of the Notes occurs, then the Issuer will pay to the Noteholders the Early Redemption Amount calculated by the Calculation Agent for each of the outstanding Notes.

Consequences of Tender Offer: in respect of any Tender Offer, on or after the relevant Tender Offer Date, the Share Issuer and the Shares will not change, but the Calculation Agent shall either (i) (A) make such adjustment to the coupon amount or any other terms of the Notes as the Calculation Agent determines appropriate to account for the economic effect on the Notes of such Tender Offer (including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Notes), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Tender Offer by an options exchange to options on the relevant shares traded on such options exchange and (B) determine the effective date of that adjustment, or (ii) if the Calculation Agent determines that no adjustment that it could make under (i) will produce a commercially reasonable result, the Calculation Agent will notify the Issuer that the relevant consequence shall be the early redemption of the Notes. If the early redemption of the Notes occurs, then the Issuer will pay to the Noteholders the Early Redemption Amount calculated by the Calculation Agent for each of the outstanding Notes.

Consequences of Nationalisation, Insolvency Filing and Delisting: upon becoming aware of the occurrence of a Nationalisation, Insolvency Filing or Delisting, the early redemption of the Notes will take place (as determined by the Calculation Agent) and then the Issuer will pay to the Noteholders the Early Redemption Amount calculated by the Calculation Agent for each of the outstanding Notes.

Consequences of Additional Disruption Event: upon becoming aware of the occurrence of an Additional Disruption Event, the Issuer may early redeem the Notes and therefore pay to the Noteholders the Early Redemption Amount calculated by the Calculation Agent for each of the outstanding Notes.

Correction of the Share Price: in the event that the Share price on the Exchange which is utilised for any calculation or determination made under these Notes is subsequently corrected and the correction is published by the Exchange within one Settlement Cycle after the original publication, the Issuer may notify of that correction and the Calculation Agent will determine the amount that is payable or deliverable as a result of that correction, and, to the extent necessary, will adjust the terms of these Notes to account for such correction.

PART 4 SHARE INDEX BASKET LINKED NOTES

This Part 4 (*Share Index Basket Linked Notes*) is applicable only in the Applicable Transaction Terms as being Share Index Basket Linked Notes.

1. DEFINITIONS

"**Exchange**" means, in respect of each component security or reference security of each of the Indices (each, a "**Component Security**"), the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent.

"**Exchange Business Day**" means, in respect of each Share Index, any Scheduled Trading Day on which: (i) the relevant Share Index Sponsor publishes the level of the Share Index; and (ii) the relevant Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.

"Exchange Business Day Convention" means any of the following, as specified in the Applicable Transaction Terms:

- **Following Business Day Convention:** if the date specified as Valuation Date in the Applicable Transaction Terms is not an Exchange Business Day for any of the Indices, the Valuation Date will be deemed to be, only for that Share Index, the first succeeding Exchange Business Day.
- **Modified Following Business Day Convention:** (in case the date specified as Valuation Date in the Applicable Transaction Terms is not an Exchange Business Day for any of the Share Indices comprised in the Basket, the Valuation Date will be deemed to be, only for that Share Index, the first succeeding Exchange Business Day unless that day falls in the next calendar month, in which case the Valuation Date for that Share Index will be the first preceding day that is an Exchange Business Day).

"Related Exchange" means, in respect of each Share Index, each exchange or quotation system specified as such in the Applicable Transaction Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the Applicable Transaction Terms, **"Related Exchange"** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share Index.

"Relevant Level" means, subject as referred to in relation to Averaging Date, Observation Date, Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, in the case of a Share Index, an amount equal to the official closing level of such Share Index or in the case of a Share Dividend Index, the level for the Share Dividend Index for the relevant day, as published by the relevant Share Index Sponsor, as determined by the Calculation Agent or, if so specified in the Applicable Transaction Terms, the level of the Share Index determined by the Calculation Agent as set out in the Applicable Transaction Terms at the Valuation Time on (i) if Averaging is not specified in the Applicable Transaction Terms, the relevant Settlement Level Date, or (ii) if Averaging is specified in the Applicable Transaction Terms, each Averaging Date.

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

"Scheduled Trading Day" means, in respect of each Share Index, any day on which: (i) the Share Index Sponsor is scheduled to publish the level of the Share Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.

"Settlement Level" means, subject as referred to in relation to any Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, Observation Date or Valuation Date, as the case may be, (i) if Averaging is not specified in the Applicable Transaction Terms, the Relevant Level for the relevant Settlement Level Date, or (ii) if Averaging is specified in the Applicable Transaction Terms, the arithmetic mean of the Relevant Levels of each Index in the Share Index Basket on each Averaging Date or (iii) if Averaging (Per Index) is specified in the Applicable Transaction Terms, the arithmetic mean of the Relevant Levels for the relevant Index on each Averaging Date, all as determined by or on behalf of the Calculation Agent in a commercially reasonable manner.

"Settlement Level Date" means any Automatic Early Redemption Valuation Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date, as the case may be.

"Share Dividend Index" means an index specified as such in the Applicable Transaction Terms.

"Share Index Basket" means, where the Share Index Basket Linked Notes are linked to the performance of more than one Share Index, a basket comprising such Shares Indices, as specified in the Applicable Transaction Terms.

"Share Index Sponsor" means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Share Index and (b) announces (directly or through an agent) the level of the relevant Share Index on a regulated basis during each Scheduled Trading Day.

"Specified Maximum Days of Disruption" means the number of days specified in the Applicable Transaction Terms, or if not so specified, five Scheduled Trading Days.

"Valuation Time" means (i) for the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on the Share Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the Coupon Valuation Time or the Redemption Valuation Time, as the case may be, specified in the Applicable Transaction Terms or, if no such time is specified, the time at which the official closing level of the Share Index is calculated and published by the Share Index Sponsor.

2. **MARKET DISRUPTION EVENTS**

2.1 **"Market Disruption Event"** means either:

- (i)
 - (a) the occurrence or existence, in respect of any Component Security, of:
 - (1) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
 - (2) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or
 - (3) an Early Closure in respect of such Component Security; and
 - (b) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists and comprises 20% or more of the level of the Share Index; or
- (ii) the occurrence or existence, in respect of futures or options contracts relating to the Share Index, of: (a) a Trading Disruption Event; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (c) an Early Closure, in each case in respect of such futures or options contracts.

For the purposes of determining whether a Market Disruption Event exists in respect of a Component Security at any time, if a Market Disruption Event occurs in respect of such Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Share Index shall be based on a comparison of (x) the portion of the level of the Share Index attributable to that Component Security to (y) the overall level of the Share Index, in each case using the official opening weightings as published by the Sponsor as part of the market "opening data".

2.2 **"Trading Disruption"** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to the Share on the Exchange; or (ii) in futures or options contracts relating to the Share on any relevant Related Exchange.

- 2.3 **"Exchange Disruption"** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Share Index on the Related Exchange.
- 2.4 **"Early Closure"** means the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.
- 2.5 **"Disrupted Day"** means any Scheduled Trading Day on which: (i) the Share Index Sponsor fails to publish the level of the Share Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) other than in the case of a Share Dividend Index, a Market Disruption Event has occurred. The Calculation Agent shall as soon as reasonably practicable under the circumstances notify the Issuer of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Automatic Early Redemption Valuation Date, an Averaging Date, a Knock-in Determination Day or a Knock-out Determination Day, an Observation Date or a Valuation Date, as the case may be. Without limiting the obligation of the Calculation Agent to notify the Issuer as set forth in the preceding sentence, failure by the Calculation Agent to notify the Issuer of the occurrence of a Disrupted Day shall not affect the validity of the occurrence and effect of such Disrupted Day on the Notes.
- 2.6 **"Scheduled Valuation Date"** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.
3. **ADJUSTMENTS**
- 3.1 If any of the Share Indices is (i) not calculated and announced by the Share Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent, or (ii) replaced by a successor sponsor acceptable to the Calculation Agent, or (iii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Share Index, then in each case that index (the **"Successor Share Index"**) will be deemed to be the Share Index.
- 3.2 If (i) on or prior to any Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date, the Share Index Sponsor of any of the Share Indices announces that it will make a material change in the formula for or the method of calculating that Share Index or in any other way materially modifies that Share Index (other than a modification prescribed in that formula or method to maintain that Share Index in the event of changes in constituent stock and capitalisation and other routine events) (a **"Share Index Modification"**) or permanently cancels the Share Index and no Successor Share Index exists (a **"Share Index Cancellation"**) or (ii) on any Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date in respect of this Note, the Share Index Sponsor of any of the Indices fails to calculate and announce a relevant Share Index (a **"Share Index Disruption"** and together with a Share Index Modification and a Share Index Cancellation, each a **"Share Index Adjustment Event"**), then the Calculation Agent shall determine if such Share Index Adjustment Event has a material effect on the Notes and, if so, shall calculate the relevant Strike Price(s), Initial Price(s), Valuation Price(s), Final Price, Barrier, and any other variable relevant to the redemption and the payment of the coupon amount or other terms of the Notes as the Calculation Agent determines appropriate to account for that Share Index Adjustment Event, using, in lieu of a published level for that Share Index, the level for that Share Index as at that Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date as determined by the Calculation Agent in accordance with the formula for and method of calculating that Share Index last effect prior to the change, failure or cancellation, but using only those securities that comprised that Share Index immediately prior to that Share Index Adjustment Event;

3.3 Correction of Share Index

In the event that any price or level published on the Exchange or by the Share Index Sponsor of any of the Indices and which is utilised for any calculation or determination made under the Notes is subsequently corrected and the correction is published by the Exchange or the Share Index Sponsor within one Settlement Cycle after the original publication, the Issuer may notify the Noteholder of that correction and the Calculation Agent will determine the amount that is payable or deliverable as a result of that correction.

"Settlement Cycle" means, in respect of any the Indices, the period of Clearance System Business Days following a trade in such shares on the Exchange in which settlement will customarily occur according to the rules of the Exchange (if there are multiple Exchanges in respect of the Share Index, the longest such period).

"Clearance System Business Day" means, in respect of a clearance system, any day on which such clearance system is (but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

"Settlement Disruption Event" means, in respect of a Component Security, an event beyond the control of the Hedging Party(ies) as a result of which the relevant clearance system cannot clear the transfer of such Component Security.

4. ADDITIONAL DISRUPTION EVENTS

4.1 Definitions:

"Additional Disruption Event" means any of the following events:

"Change in Law" means that, on or after the Issue Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Hedging Party(ies) determine(s) in good faith that (X) it has become illegal to hold, acquire or dispose of Shares relating to the Hedging Transaction(s), or (Y) it will incur a materially increased cost in performing its obligations (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"Hedging Disruption" means that the Hedging Party(ies) is/are unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), being both transaction(s) and asset(s) to the Hedging Transaction(s).

"Hedging Party(ies)" means the Issuer and, if any, the entity with which the Issuer agrees the Hedging Transaction(s).

"Insolvency Filing" means that the Share Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to proceedings seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Share Issuer shall not be deemed an Insolvency Filing.

Consequences: upon becoming aware of the occurrence of an Additional Disruption Event, the Issuer may early redeem the Notes and therefore pay to the Noteholders the Early Redemption Amount calculated by the Calculation Agent for each of the outstanding Notes.

ANNEX 2

PROVISIONS RELATING TO INFLATION LINKED NOTES

This Annex 2 (*Provisions Relating to Inflation Linked Notes*) is applicable only in relation to Notes specified in the relevant Applicable Transaction Terms as being Inflation Linked Notes. The definitions set out in Annex 1 (*Provisions relating to Equity Linked Notes*) will also apply in relation to a Series of Inflation Linked Notes unless the context otherwise requires, or such term is defined otherwise herein, and for the purposes of such definitions, the definition of Share Index shall be deemed to be a reference to Inflation Index.

In the event of any inconsistency between the Conditions and the additional terms and conditions relating to Inflation Linked Notes set out in this Annex 2 (the "**Inflation Linked Conditions**"), the Inflation Linked Conditions shall prevail. In the event of any inconsistency between the Inflation Linked Conditions and the Payout Conditions, the Payout Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Inflation Linked Conditions and (ii) the Applicable Transaction Terms, the Applicable Transaction Terms, shall prevail.

Section 1

Inflation Index Description

1. Delay of Publication

If any level of an Inflation Index for a Reference Month which is relevant to the calculation of a payment under the Notes and/or any other determination in respect of the Notes (a "**Relevant Level**") has not been published or announced by the day that is five Business Days prior to the next Determination Date, the Calculation Agent shall determine a Substitute Inflation Index Level (in place of such Relevant Level) as follows:

- 1.1 if Related Bond is specified as applicable in the relevant Applicable Transaction Terms, the Calculation Agent shall determine the Substitute Inflation Index Level by reference to the corresponding index level determined under the terms and conditions of the Related Bond; or
- 1.2 if (i) Related Bond is specified as not applicable in the relevant Applicable Transaction Terms, or (ii) the Calculation Agent is not able to determine a Substitute Inflation Index Level under 1.1 above, the Calculation Agent shall determine the Substitute Inflation Index Level by reference to the following formula:

[Substitute Inflation Index Level = Base Level × (Latest Level/Reference Level)]; or

- 1.3 otherwise in accordance with any formula specified in the relevant Applicable Transaction Terms,

where:

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

"**Latest Level**" means the level of the relevant Inflation Index (excluding any "flash" estimates) published or announced by the relevant Inflation Index Sponsor prior to the month in respect of which the Substitute Inflation Index Level is being determined.

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

If a Relevant Level is published or announced at any time after the day that is five Business Days prior to the next Determination Date, such Relevant Level will not be used in any calculations. The Substitute Inflation Index Level so determined pursuant to this Paragraph 1 (*Delay of Publication*), will be the definitive level for that Reference Month.

2. **Cessation of Publication**

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

- (a) If at any time a Successor Inflation Index has been designated by the Calculation Agent pursuant to the terms and conditions of the Related Bond, such Successor Inflation Index shall be designated a "Successor Inflation Index" for the purposes of all subsequent Determination Dates, notwithstanding that any other Successor Inflation Index may previously have been determined under Paragraph 2(b), 2(c) or 2(d) below; or
- (b) If a Successor Inflation Index has not been determined under Paragraph 2(a) above and a notice has been given or an announcement has been made by the Inflation Index Sponsor, specifying that the Inflation Index will be superseded by a replacement index specified by the Inflation Index Sponsor, and the Calculation Agent determines that such replacement index is calculated using the same or a substantially similar formula or method of calculation as used in the calculation of the previously applicable Inflation Index, such replacement index shall be the Inflation Index for purposes of the Notes from the date that such replacement index comes into effect; or
- (c) If a Successor Inflation Index has not been determined under Paragraph 2(a) or 2(b) above, the Calculation Agent shall ask five leading independent dealers to state what the replacement Inflation Index for the Inflation Index should be. If between four and five responses are received, and of those four or five responses, three or more leading independent dealers state the same Inflation Index, this Inflation Index will be deemed the "Successor Inflation Index". If three responses are received, and two or more leading independent dealers state the same Inflation Index, this Inflation Index will be deemed the "Successor Inflation Index". If fewer than three responses are received, the Calculation Agent will proceed to Paragraph 2(d) below; or
- (d) If no Successor Inflation Index has been deemed under Paragraph 2(a), 2(b) or 2(c) above by the fifth Business Day prior to the next Determination Date the Calculation Agent will determine an appropriate alternative index for such Determination Date, and such index will be deemed a "Successor Inflation Index", the Calculation Agent shall determine the method of determining the Relevant Level if no such alternative Inflation Index is available.

3. **Rebasing of the Inflation Index**

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

4. **Material Modification Prior to Determination Date**

If, on or prior to the day that is five Business Days before a Determination Date, an Inflation Index Sponsor announces that it will make a material change to an Inflation Index then the Calculation Agent shall make any such adjustments to the Inflation Index consistent with adjustments made to the Related Bond, or, if there is no Related Bond, only those adjustments necessary for the modified Inflation Index to continue as the Inflation Index.

5. **Manifest Error in Publication**

If, within 30 days of publication and prior to the redemption of the Notes or payments in respect of any relevant Determination Date in relation to the Notes, the Calculation Agent determines that the Inflation Index Sponsor has corrected the level of the Inflation Index to remedy a manifest error in its original

publication, the Calculation Agent will notify the holders of the Notes in accordance with Condition 14 of (i) that correction, (ii) the adjusted amount that is then payable under the Notes as a result of that correction and (iii) take such other action as it may deem necessary to give effect to such correction, **provided that** any amount payable pursuant to sub-paragraph (ii) above shall be paid (with no interest accruing thereon) (a) in connection with an Inflation Index Sponsor's correction to remedy a manifest error in the level of an Inflation Index for a Reference Month for which the Determination Date has occurred, within five Business Days after notice of such amount payable by the Calculation Agent, (b) in connection with an Inflation Index Sponsor's correction to remedy a manifest error in the level of an Inflation Index for a Reference Month for which the Determination Date has not occurred, as an adjustment to the payment obligation on the next Determination Date, or (c) if there is no further Determination Date, within five Business Days after notice of such amount, payable by the Calculation Agent.

6. **Inflation Index Level Adjustment Correction**

In relation to any inflation index, unless otherwise specified in the definition of the relevant Inflation Index set out in Section 3 (*Inflation Indices*) of this Annex 2 (*Provisions Relating to Inflation Linked Notes*), as specified in the Applicable Transaction Terms, either: (i) the first publication or announcement of the level of the Inflation Index (disregarding estimates) by the relevant Inflation Index Sponsor for any Reference Month shall be final and conclusive and, subject to this Condition 6, later revisions to the level of the Inflation Index for such Reference Month will not be used in any calculations; or (ii) the first publication or announcement of a level of the Inflation Index (disregarding estimates) published by the relevant Inflation Index Sponsor or, if revised, any subsequent revision of such level for a Reference Month shall be final and conclusive for such Reference Month, provided that such revisions are published or announced up to and including the day that is two Business Days prior to any relevant Determination Date.

7. **Additional Disruption Events:**

- (a) Following the occurrence of an Additional Disruption Event, the Issuer will, in its sole and absolute discretion, determine whether or not the relevant Notes shall continue or be redeemed early.
- (b) If the Issuer determines that the relevant Notes shall continue, the Calculation Agent may make such adjustment as the Calculation Agent, in its sole and absolute discretion, considers appropriate, if any, to any variable relevant to the redemption or payment terms of the relevant Notes and/or any other adjustment which change or adjustment shall be effective on such date as the Calculation Agent shall determine.
- (c) If the Issuer determines that the relevant Notes shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to redeem the Notes and the Issuer's obligations under the Notes shall be satisfied in full upon payment in respect of each Note of an amount equal to the fair market value of such Note, on such day as is selected by the Calculation Agent in its sole and absolute discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Calculation Agent in its sole and absolute discretion.
- (d) The Issuer shall as soon as reasonably practicable under the circumstances notify the Calculation Agent of the occurrence of an Additional Disruption Event.

Section 2

Definitions

1. **Definitions Applicable to Inflation Linked Notes**

In relation to Inflation Linked Notes, the following expressions have the meanings set out below:

"Additional Disruption Event" means, with respect to any Series of Notes, a Change in Law or Hedging Disruption;

"Change in Law" means that, on or after the Issue Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that (x) it has become illegal to hold, acquire or dispose of Hedge Positions or (y) it will incur a materially increased cost in performing its obligations with respect to the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

"Determination Date" means an Interest Payment Date, Maturity Date or other relevant payment date as may be specified in the Applicable Transaction Terms in relation to the Notes;

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

"Hedge Positions" means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, commodities, options, futures, derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by a party in order to hedge, individually or on a portfolio basis, the Notes;

"Hedging Disruption" means that the Issuer is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the risk of entering into and performing its obligations under the Notes, or (B) realise, recover or remit the proceeds of any such transactions or asset(s);

"Inflation Index" means any index specified as such in the relevant Applicable Transaction Terms which may be specified using the Inflation Indices described in Section 3 (*Inflation Indices*) of this Annex 2 (*Provisions Relating to Inflation Linked Notes*);

"Inflation Index Sponsor" means, in respect of an Inflation Index, the entity specified as such in the relevant Applicable Transaction Terms or, if no entity is specified, the entity that publishes or announces (directly or through an agent) the level of the relevant Inflation Index;

"Reference Month" means the calendar month for which the level of the relevant Inflation Index was reported, regardless of when this information is published or announced. If the period for which the Inflation Index level was reported is a period other than a month, the Reference Month will be the period for which the Inflation Index level was reported;

"Related Bond" means the bond specified in the relevant Applicable Transaction Terms, or if no bond is so specified, the Fallback Bond. If the Related Bond is the "Fallback Bond", then for any Related Bond determination under these Conditions, the Calculation Agent shall use the Fallback Bond (as that is defined in this Section 2 (*Definitions*) hereof). If no bond is specified in the relevant Applicable Transaction Terms as the Related Bond and "Fallback Bond: Not applicable" is specified in the relevant Applicable Transaction Terms there will be no Related Bond. If a bond is selected as the Related Bond in the relevant Applicable Transaction Terms, and that bond redeems or matures before the relevant Maturity Date, unless "Fallback Bond: Not applicable" is specified in the relevant Applicable Transaction Terms, the Calculation Agent shall use the Fallback Bond for any Related Bond determination;

"Substitute Inflation Index Level" means an Inflation Index level, determined by the Calculation Agent pursuant to the provisions of Paragraph 1 (*Delay of Publication*) of Section 1 (*Inflation Index Description*) of this Annex 2 (*Provisions Relating to Inflation Linked Notes*), in respect of a Determination Date; and

"Successor Inflation Index" has the meaning specified in Paragraph 2 (*Cessation of Publication*) of Section 1 (*Inflation Index Description*) of this Annex 2 (*Provisions Relating to Inflation Linked Notes*).

Section 3

Inflation Indices

European Union

- (a) **"EUR – Excluding Tobacco-Non-revised Consumer Price Index"** means the "Non-revised Index of Consumer Prices excluding Tobacco", or relevant Successor Inflation Index, measuring the rate of inflation in the European Monetary Union excluding tobacco, expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.
- (b) **"EUR – All Items-Non-revised Consumer Price Index"** means the "Non-revised Harmonised Index of Consumer Prices All Items", or relevant Successor Inflation Index, measuring the rate of inflation in the European Monetary Union expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.
- (c) **"EUR – All Items-Revised Consumer Price Index"** means the "Revised Harmonised Index of Consumer Prices All Items", or relevant Successor Inflation Index, measuring the rate of inflation in the European Monetary Union expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index, or, if revised, any subsequent revisions of such level for a Reference Month shall be final and conclusive, provided that such revisions are published or announced up to and including the day that is two Business Days prior to any relevant Determination Date.

France

- (a) **"FRC – Excluding Tobacco-Non-Revised Consumer Price Index"** means the "Non-revised Index of Consumer Prices excluding Tobacco", or relevant Successor Inflation Index, measuring the rate of inflation in France excluding tobacco expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.
- (b) **"FRC – Harmonised-Non-revised Consumer Price Index (HICP)"** means the "Non-revised Harmonised Index of Consumer Prices", or relevant Successor Inflation Index, measuring the rate of inflation in France, expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.

Spain

- (a) **"ESP – National-Revised Consumer Price Index (CPI)"** means the "Year on Year Revised Index of Consumer Prices", or relevant Successor Inflation Index, measuring the rate of inflation in Spain, expressed as an annual percentage and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index, or, if revised, any subsequent revisions of such level for a Reference Month shall be final and conclusive, provided that such revisions are published or announced up to and including the day that is two Business Days prior to the relevant Determination Date.
- (b) **"ESP – National-Non-revised Consumer Price Index (CPI)"** means the "Non-revised Index of Consumer Prices including Tobacco", or relevant Successor Inflation Index, measuring the rate of

inflation in Spain expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.

- (c) **"ESP – Harmonised-Revised Consumer Price Index (HICP)"** means the "Harmonised Index of Consumer Prices including Tobacco", or relevant Successor Inflation Index, measuring the rate of inflation in Spain expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index, or, if revised, any subsequent revisions of such level for a Reference Month shall be final and conclusive, provided that such revisions are published or announced up to and including the day that is two Business Days prior to the relevant Determination Date.
- (d) **"ESP – Harmonised-Non-revised Consumer Price Index (HICP)"** means the "Non-revised Harmonised Index of Consumer Prices including Tobacco", or relevant Successor Inflation Index, measuring the rate of inflation in Spain expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.

United Kingdom

- (a) **"GBP – Non-revised Retail Price Index (UKRPI)"** means the "Non-revised Retail Price Index All Items in the United Kingdom", or relevant Successor Inflation Index, measuring the all items rate of inflation in the United Kingdom expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.
- (b) **"GBP – Harmonised-Non-revised Consumer Price Index (HICP)"** means the "Non-revised Harmonised Index of Consumer Prices", or relevant Successor Inflation Index, measuring the rate of inflation in the United Kingdom, expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.
- (c) **"GBP – Non-revised Retail Price Index Excluding Mortgage Interest Payments (UKRPIX)"** means the "Non-revised Retail Price Index Excluding Mortgage Interest Payments in the United Kingdom", or relevant Successor Inflation Index, measuring the all items rate of inflation in the United Kingdom expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.

United States

"USA – Non-revised Consumer Price Index – Urban (CPI-U)" means the "Non-revised index of Consumer Prices for All Urban Consumers (CPI-U) before seasonal adjustment", or relevant Successor Inflation Index, measuring the rate of inflation in the United States expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index for such Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.

Italy

- (a) **"ITL – Whole Community – Excluding Tobacco Consumer Price Index"** means the "Indice nazionale dei prezzi al consumo per l'intera collettività (NIC) senza tabacchi" or relevant Successor Index, measuring the rate of inflation in Italy expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.
- (b) **"ITL – Whole Community – Including Tobacco Consumer Price Index"** means the "Indice nazionale dei prezzi al consumo per l'intera collettività (NIC) con tabacchi", or relevant Successor Index, measuring the rate of inflation in Italy expressed as an index and published by the relevant Inflation Index Sponsor.

The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.

- (c) **"ITL – Inflation for Blue Collar Workers and Employees – Excluding Tobacco Consumer Price Index"** means the "Indice dei prezzi al consumo per famiglie di operai e impiegati (FOI) senza tabacchi", or relevant Successor Index, measuring the rate of inflation in Italy expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.
- (d) **"ITL – Inflation for Blue Collar Workers and Employees – Including Tobacco Consumer Price Index"** means the "Indice dei prezzi al consumo per famiglie di operai e impiegati (FOI) con tabacchi", or relevant Successor Index, measuring the rate of inflation in Italy expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.
- (e) **"ITL – Non-revised Harmonised Consumer Price Index (HICP)"** means the "Non-revised Harmonised Index of Consumer Prices", or relevant Successor Index, measuring the rate of inflation in Italy, expressed as an index and published by the relevant Inflation Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.

ANNEX 3
ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

The terms and conditions applicable to ETF Linked Notes shall comprise the Terms and Conditions of the Notes (the "**Conditions**") and the additional terms and conditions for ETF Linked Notes linked to one or more ETFs set out below (the "**ETF Linked Conditions**"), in each case subject to completion in the Applicable Transaction Terms. In the event of any inconsistency between (i) the Conditions and/or the ETF Linked Conditions and (ii) the Applicable Transaction Terms or the Drawdown Prospectus (as the case may be), the Applicable Transaction Terms or the Drawdown Prospectus (as the case may be) shall prevail.

1. Disrupted Day

The Calculation Agent shall give notice as soon as practicable to the Issuer and the Issuer shall give notice as soon as practicable to the Noteholders in accordance with Condition 14 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Automatic Early Redemption Valuation Date, an Averaging Date, a Knock-in Determination Day or a Knock-out Determination Day, an Observation Date or a Valuation Date, as the case may be.

2. Potential ETF Events and Extraordinary ETF Events

(a) Potential ETF Events

(i) "Potential ETF Events" means any of the following:

- (A)** a subdivision, consolidation, or reclassification of relevant ETF Shares or a free distribution or dividend of any such ETF Shares to existing holders by way of bonus, capitalisation or similar issue;
- (B)** a distribution, issue or dividend to existing holders of the relevant ETF Shares of (A) such ETF Shares or (B) other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the ETF equally or proportionately with such payments to holders of such ETF Shares; (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the ETF, as a result of a spin-off or other similar transaction; or (D) any of other type of securities, rights or warrants or other assets, in any case for payment (in cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (C)** an extraordinary dividend as determined by the Calculation Agent;
- (D)** a call by an ETF in respect of relevant ETF Shares that are not fully paid; and
- (E)** a repurchase by the ETF or its subsidiaries of relevant ETF Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- (F)** any other event that may have, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant ETF Shares.

(ii) "Potential ETF Event Effective Date" means, in respect of a Potential ETF Event, the date on which such Potential ETF Event is announced by the relevant ETF, as determined by the Calculation Agent in its sole and absolute discretion.

(iii) Following the declaration by the ETF of the terms of any Potential ETF Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential ETF Event has a diluting or concentrative effect on the theoretical value of the ETF Shares and, if so, will (i) make the corresponding adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the Conditions, these ETF Linked Conditions and/or the Applicable Transaction Terms as

the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant ETF Share) and (ii) determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential ETF Event made by an options exchange ("**ETF Exchange Based Adjustment**") to options on the ETF Shares traded on that options exchange.

- (iv) Upon the making of any such adjustment by the Calculation Agent, the Calculation Agent shall, other than where ETF Exchange Based Adjustment applies, notify the Issuer as soon as practicable and the Issuer shall give notice as soon as practicable to the Noteholders in accordance with Condition 14, stating the occurrence of the Potential ETF Event, giving details thereof and the adjustment to be taken in relation thereto, provided that any failure to give or non-receipt of such notice will not affect the validity of such Potential ETF Event or Potential ETF Event Effective Date or the adjustment in relation thereto.

(b) Extraordinary ETF Events

"Extraordinary ETF Event" means, in the determination of the Calculation Agent, the occurrence at any time on or after the Issue Date of any of the following events and any applicable Additional Extraordinary ETF Event:

- (i) the ETF or any ETF Service Provider (i) ceases trading and/or, in the case of any ETF Service Provider, ceases administration, portfolio management, investment services, custodian, prime brokerage or any other relevant business (as applicable), (ii) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger), (iii) makes a general assignment or arrangement with or for the benefit of its creditors; (iv) (1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in sub-clause (iv)(1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not immediately dismissed, discharged, stayed or restrained; (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vi) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not immediately dismissed, discharged, stayed or restrained; or (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in sub-clauses (i) to (vi) above;

- (ii) the occurrence of any Merger Event or Tender Offer (unless Tender Offer is specified as not applicable in the Applicable Transaction Terms), where:

"Merger Event" means, in respect of any relevant ETF Shares, any (i) reclassification or change of such ETF Shares that results in a transfer of or an irrevocable commitment to transfer all of such ETF Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of an ETF with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such ETF is the continuing entity and which does not result in a reclassification or change of all of such ETF 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 ETF Shares of the ETF that results in a transfer of or an irrevocable commitment to transfer all such ETF Shares (other than such ETF Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the ETF or its subsidiaries with or into another entity in which the ETF is the continuing entity and which does not result in a reclassification or change of all such ETF Shares outstanding but results in the outstanding ETF Shares (other than ETF Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding ETF Shares immediately following such event, in each case if the date of the occurrence of the Extraordinary ETF Event is on or before (a) in the case of Cash Settled Notes, the latest of the last occurring Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day, Observation Date or Valuation Date or, where Averaging is specified in the Applicable Transaction Terms, the final Averaging Date or (b) in the case of Physical Delivery Notes, the relevant Maturity Date; and

"Tender Offer" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 30 per cent. and less than 100 per cent. (the **"Percentage Range"**) of the outstanding voting shares of the ETF, as the case may be, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

- (iii) (a) an allegation of criminal or fraudulent activity is made in respect of the ETF, or any ETF Service Provider, or any employee of any such entity, or the Calculation Agent reasonably determines that any such criminal or fraudulent activity has occurred, or (b) the commencement or threat of any investigative, judicial, administrative, regulatory or other civil or criminal proceedings against the ETF, any ETF Service Provider or any key personnel of such entities, if such allegation, determination, suspicion or proceedings could (in the opinion of the Calculation Agent) have an adverse impact on a Hedge Provider's rights or obligations in relation to hedging activities in respect of the Notes or could materially affect the value of the ETF Shares;
- (iv) any ETF Service Provider or other agent or entity fulfilling such role, howsoever described in the ETF Documents as at the Issue Date, ceases to act in such capacity in relation to the ETF and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent;
- (v) (i) any of the investment objectives, investment restrictions or investment process (howsoever described) of the ETF are modified from that set out in the ETF Documents except where such change is of a formal, minor or technical nature or (ii) a material modification of the type of assets in which the ETF invests (including but not limited to a material deviation from the investment objectives, investment restrictions or investment process (howsoever described) set out in the ETF Documents);

- (vi) a material modification of the ETF (including but not limited to a modification of the ETF Documents) or a material modification of the method of calculating the net asset value per ETF Share (if any), or any change in the period or timing of the calculation or the publication of the net asset value per ETF Share (if any) or the occurrence of any event which in the determination of the Calculation Agent has or may have an adverse impact on the ETF or investors in the ETF (including, without limitation, the suspension of the net asset value per ETF Share (if any)), in each case other than a modification or event which does not affect the ETF Shares or the ETF or any portfolio of assets to which the ETF Share relate (either alone or in common with other ETF Shares issued by the ETF);
- (vii) any ETF Service Provider fails to provide the Calculation Agent, within a reasonable time, with any information that the Calculation Agent has reasonably requested regarding the investment portfolio of the ETF;
- (viii) (i) the occurrence of any event affecting a ETF Share that, in the determination of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the value of the relevant ETF Share; (ii) any failure of the ETF, or its authorised representative, to deliver, or cause to be delivered, (1) information that the ETF has agreed to deliver, or cause to be delivered to the Calculation Agent or Hedge Provider, or (2) information that has been previously delivered to any Hedge Provider or the Calculation Agent, as applicable, in accordance with the ETF's, or its authorised representative's, normal practice and that any Hedge Provider deems necessary for it or the Calculation Agent, as applicable, to monitor such ETF's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the relevant ETF Share;
- (ix) a reduction of the ETF's aggregate value or the reduction of the ETF's aggregate net asset value under an amount that, in the reasonable opinion of the Calculation Agent, has, or is likely to have, a significant effect on the management conditions of the ETF and/or its operating expenses or would increase the proportion of ETF Shares held, or likely to be held, by the Issuer, Guarantor or Hedge Provider to such extent that the full redemption in one single order of the ETF Shares held by the Issuer, Guarantor or Hedge Provider is likely to be impaired;
- (x) (i) any relevant activities of or in relation to the ETF or the ETF Service Providers are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, (ii) a relevant authorisation or licence is revoked or is under review by a competent authority in respect of the ETF or the ETF Service Providers, (iii) the ETF is required by a competent authority to redeem any ETF Shares and/or (iv) the Issuer, the Guarantor and/or any Hedge Provider is required by a competent authority, the ETF or any other relevant entity to dispose of or compulsorily redeem any ETF Shares held in connection with any hedging arrangements relating to the Notes;
- (xi) (i) the non-execution or partial-execution by the ETF for any reason of a subscription or redemption order in respect of any ETF Shares (including, for the avoidance of any doubt, any non-execution by the ETF pending completion of its fiscal audit), if such non-execution or partial execution could in the sole determination of any Hedge Provider have an adverse impact on any Hedge Provider's rights or obligations in relation to its hedging activities in relation to the Notes, (ii) the ETF otherwise suspends or refuses transfers of any of its ETF Shares as described in the ETF

Documents, (iii) if applicable, the ETF ceases to be an undertaking for collective investments under the relevant jurisdiction's legislation, (iv) the ETF otherwise suspends or refuses redemptions of any of its ETF Shares (including, without limitation, if the ETF applies any gating, deferral, suspension or other similar provisions permitting the ETF to delay or refuse redemption or transfer of ETF Shares) as described in the ETF Documents, (v) the ETF imposes in whole or in part any restriction (including, without limitation, any redemption *in specie*), charge or fee in respect of a redemption or subscription of its ETF Shares by the Issuer or any Hedge Provider or exercises its right to claw back the proceeds already paid on redeemed ETF Shares, if in any case it could in the sole determination of any Hedge Provider have an adverse impact on any Hedge Provider's rights or obligations in relation to its hedging activities in relation to the Notes, (vi) a mandatory redemption, in whole or in part, of the ETF Shares is imposed by the ETF on any one or more holders of ETF Shares at any time for any reason or (vii) the Issuer, any Hedge Provider, or any Affiliate thereof, is required by the ETF or ETF Service Provider to redeem any ETF Shares for any reason;

- (xii) all the ETF Shares or all or substantially all the assets of an ETF are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
- (xiii) the currency or denomination of the ETF Share is amended from that set out in the ETF Documents as at the Trade Date;
- (xiv) one or more of the key individuals involved with, or having supervision over, the ETF ceases to act in such capacity, and the ETF or relevant ETF Service Provider fails to appoint a replacement having similar qualifications to those of the key individual or individuals ceasing to act;
- (xv) following the issue by a ETF of a new class or series (howsoever described in the ETF Documents) of shares, the Calculation Agent, determines that such new class or series of shares has or may have an adverse effect on the hedging activities of the Hedge Provider in relation to the Notes;
- (xvi) there is a change in or in the official interpretation or administration of any laws or regulations relating to taxation that has or is likely to have a material adverse effect on any hedging arrangements entered into by any Hedge Provider in respect of the Notes (a "**Tax Event**") and, subject as provided below, the Issuer or the Hedge Provider has, for a period of one calendar month following the day the relevant Tax Event became known to it, used reasonable efforts to mitigate the material adverse effect of the Tax Event by seeking to transfer such hedging arrangements to any of its Affiliates, provided that the Issuer or the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period set out above for such mitigation shall be deemed satisfied on any date the Calculation Agent determines that there is no reasonable means of mitigating the Tax Event as provided above;
- (xvii) in connection with any hedging activities in relation to the Notes, as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, howsoever described, after the Issue Date, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any law, order, regulation, decree or notice, howsoever described, after such date or as a result of any other relevant event (each a "**Relevant Event**") (i) it would become unlawful or

impractical for the Issuer or the Hedge Provider to hold (including, without limitation, circumstances requiring the Hedge Provider or the Issuer to adversely modify any reserve, special deposit, or similar requirement or that would adversely affect the amount of regulatory capital that would have to be maintained in respect of any holding of ETF Shares or that would subject a holder of the ETF Shares or the Issuer to any loss), purchase or sell any ETF Shares of the ETF or for the Issuer or the Hedge Provider to maintain such hedging arrangements, (ii) the cost to the Issuer or the Hedge Provider of such hedging activities would be materially increased for any reason or (iii) the Issuer and/or the Hedge Provider would be subject to a material loss and, subject as provided below, the Issuer or the Hedge Provider has, for a period of one calendar week following the day the Relevant Event became known to it, used reasonable efforts to mitigate the effect of the Relevant Event by seeking to transfer such hedging arrangements to any of its Affiliates, provided that the Issuer or the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period of one calendar week set out above shall be deemed satisfied on any date the Calculation Agent determines that there is no practicable means of mitigating the Relevant Event as provided above;

- (xviii) in connection with the hedging activities in relation to the Notes, if the cost to the Issuer or the Hedge Provider in relation to the Notes and the related hedging activities would be materially increased or the Issuer and/or the Hedge Provider would be subject to a material loss relating to the Notes and the related hedging activities;
- (xix) in connection with the hedging activities in relation to the Notes, the Hedge Provider is unable or it becomes impractical for the Hedge Provider, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset or any futures or option contracts on the relevant Exchange it deems necessary to hedge the equity, commodity or other underlying ETF asset price risk or any other relevant price risk, including but not limited to the Issuer's obligations under the Notes, or (b) to realise, recover or remit the proceeds of any such transaction, asset or futures or option contract or any relevant hedge positions relating to an ETF Share of the ETF;
- (xx) at any time on or after the Issue Date, the Issuer and/or any of its Affiliates would incur an increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, capital and/or funding costs, expense or fee (other than brokerage commissions) to maintain the Notes;
- (xxi) the Issuer becomes legally prohibited from transferring or redeeming its holding of ETF Shares;
- (xxii) the relevant Exchange announces that pursuant to the rules of such Exchange, the relevant ETF Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason and are not immediately re-listed, re-traded or re-quoted on (i) where the Exchange is located in the United States, any of the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market System (or their respective successors) or otherwise (ii) a comparable exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union or in the United Kingdom, in a member state of the European Union or in the United Kingdom)];
- (xxiii) (i) the occurrence of the reclassification of the ETF Shares; or

(ii) (A) proposal for or (B) the occurrence of the acquisition of the ETF by, or the aggregation of the ETF into, another fund the mandate, risk-profile and/or benchmarks of which the Calculation Agent determines to be different from the mandate, risk-profile and/or benchmarks of the ETF as compared to the Trade Date of the ETF Linked Notes (or any proposal for the foregoing occurs); or

(xxiv) (i) any cancellation, suspension or revocation of the registration or approval of the ETF or the ETF Shares by any governmental, legal or regulatory entity with authority over the ETF or the ETF Shares;

(ii) any change in the legal, tax, accounting or regulatory treatments of the ETF, any ETF Service Provider or the ETF Shares that the Calculation Agent determines has or is reasonably likely to have an adverse impact on the investors in the ETF or the holders of the ETF Shares or on the value of the ETF Shares, or

(iii) the ETF or any ETF Service Provider becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving any activities relating to or resulting from the operation of the ETF.

(c) Consequences of an Extraordinary ETF Event

If an Extraordinary ETF Event occurs, including any Additional Extraordinary ETF Event specified in the Applicable Transaction Terms the Issuer in its sole and absolute discretion may take any of the actions (each an "**Extraordinary ETF Event Action**") described in subparagraphs (i) to (iii) inclusive below.

(i) Adjustment

If the Issuer determines that the action taken in respect of the Extraordinary ETF Event is to be "**Adjustment**" then it may:

(A) require the Calculation Agent to determine, in its sole and absolute discretion, the appropriate adjustment(s), if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in the case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the Conditions, these ETF Linked Conditions and/or the Applicable Transaction Terms to account for the relevant Extraordinary ETF Event and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the ETF Shares or to the Notes. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the relevant Extraordinary ETF Event made by any options exchange to options on the ETF Shares traded on that options exchange; or

(B) following such adjustment to the settlement terms of options on the ETF Shares traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the "**Options Exchange**"), require the Calculation Agent to make a corresponding adjustment to any one or more of any Relevant Asset and/or the Entitlement (in the case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the Conditions, these ETF Linked Conditions and/or the Applicable Transaction Terms, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the ETF Shares are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in the case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the Conditions, these ETF Linked Conditions and/or the Applicable Transaction Terms as the Calculation Agent in its sole and absolute discretion determines appropriate,

with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary ETF Event, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded.

(ii) Substitution

If the Issuer determines that the action to be taken in respect of the Extraordinary ETF Event is to be Substitution, the Calculation Agent shall on or after the occurrence of any Extraordinary ETF Event, substitute each ETF Share (each an "**Affected ETF Share**") of each ETF (each, an "**Affected ETF**") which is affected by such Extraordinary ETF Event with an ETF Share selected by it in accordance with the criteria for ETF Share selection set out below (each a "**Substitute ETF Share**") and the Substitute ETF Share will be deemed to be an "**ETF Share**" and the relevant issuer of such Substitute ETF Share, an "**ETF**" for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in the case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the Conditions, these ETF Linked Conditions and/or the Applicable Transaction Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Notes was to be determined by reference to an initial price (the Initial Price) of the Affected ETF Share, the relevant Initial Price of each Substitute ETF Share will be determined by the Calculation Agent in accordance with the following formula:

$$\text{Initial Price} = A \times (B/C)$$

where:

"A" is the official closing price of the relevant Substitute ETF Share on the relevant Exchange on the Substitution Date;

"B" is the Initial Price of the relevant Affected ETF Share; and

"C" is the fair market value of the relevant Affected ETF Share on the Substitution Date (which may, where available, be determined by reference to the official closing price of the Affected Share on the relevant Exchange and/or such other source(s) as the Calculation Agent determines appropriate).

Such substitution and the relevant adjustment to the ETF Basket will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") in its sole and absolute discretion and specified in the notice referred to below which may, but need not, be the relevant Extraordinary ETF Event Effective Date.

The Weighting of each Substitute ETF Share will be equal to the Weighting of the relevant Affected ETF Share.

In order to be selected as a Substitute ETF Share, the relevant share/unit/interest must satisfy the following criteria, as determined by the Calculation Agent in its sole and absolute discretion:

- (A) where the relevant Extraordinary ETF Event is a Merger Event or a Tender Offer (a) in the case of ETF Shares related to a single ETF, and (b) in the case of ETF Shares related to an ETF Basket, the relevant share/unit/interest shall be an ordinary share/unit/interest of the entity or person that in the case of a Merger Event is the continuing entity in respect of the Merger Event or in the case of a Tender Offer is the entity making the Tender Offer provided that (i) the relevant share/unit/interest is not already included in the ETF Basket and (ii) it is or as of the relevant Extraordinary ETF Event Effective Date is promptly scheduled to be (x) publicly quoted, traded or listed on an exchange

or quotation system located in the same country as the relevant Exchange (or, where the relevant Exchange is within the European Union or in the United Kingdom, in any member state of the European Union or in the United Kingdom) and (y) not subject to any currency exchange controls, trading restrictions or other trading limitations; or

- (B) (a) where the relevant Extraordinary ETF Event is a Merger Event or a Tender Offer and a share/unit/interest would otherwise satisfy the criteria set out in paragraph (A) above, but such share/unit/interest is (in the case of an ETF Share related to an ETF Basket), already included in the ETF Basket, or (b) where the Extraordinary ETF Event is not a Merger Event or a Tender Offer, an alternative exchange traded instrument which, in the determination of the Calculation Agent, has similar characteristics to the relevant ETF, including but not limited to, a comparable listing, investment objectives, investment restrictions and investment processes underlying asset pools and whose related parties are acceptable to the Calculation Agent;
- (C) if no alternative traded instrument can be determined pursuant to the preceding sub-paragraph (B) above, use reasonable endeavours to substitute the relevant ETF with an index (or a fund tracking an index) selected by the Calculation Agent in its sole and absolute discretion; and
- (D) following any such substitution (a "**Substitution**"), in its sole and absolute discretion amend such of the Conditions, these ETF Linked Conditions and/or the Applicable Transaction Terms as it determines to be appropriate to take account of such Substitution, including to ensure the weighted average price referred to in (i) above (and any consequent rise or fall in value of the affected ETF Share since the Issue Date) is reflected in the terms of the Substitution.

(iii) Termination

If the Issuer determines that the action to be taken in respect of the Extraordinary ETF Event is to be "**Termination**", upon the occurrence of a Termination Event the Issuer (i) shall redeem all but not some only of the Notes on the Termination Date by payment to each Noteholder of the Termination Amount. For avoidance of any doubt, the Termination Amount shall not accrue any interest from the date of its calculation to the Termination Date.

Notwithstanding Condition 5(a)(ii) (*Accrual of interest*) and 5(b)(ii) (*Accrual of interest*) (as the case may be), each Note shall cease to bear interest from and including the Calculated Extraordinary ETF Event Amount Determination Date and no interest amounts scheduled for payment thereafter (including, for the avoidance of doubt, including any Specified Interest Amounts) shall be payable.

- (iv) Upon the occurrence of an Extraordinary ETF Event, if the Issuer determines that an adjustment in accordance with the above provisions is necessary it shall give notice as soon as practicable (an "**Extraordinary Event Notice**") to the Noteholders in accordance with Condition 14 (*Notices*) stating the occurrence of such Extraordinary ETF Event (the date on which an Extraordinary Event Notice is given, an "**Extraordinary ETF Event Notification Date**"), giving details thereof and the action to be taken in relation thereto, including, in the case of a Substitution, the identity of the Substitute ETF Shares and the Substitution Date and, in the case of a Termination, details of any Termination Date and Termination Amount (where applicable), provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Extraordinary ETF Event or the proposed action.

3. **Correction of ETF Price**

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment under the Notes calculated by reference to the price of an ETF Share, if the relevant price of the relevant ETF Share published on a given day and used or to be used by the Calculation Agent to make any determination under the Notes is subsequently corrected and the correction is published by the relevant Exchange within the number of days equal to the ETF Share Correction Period of the original publication, the price to be used shall be the price of the relevant ETF Share as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the Notes calculated by reference to the price of an ETF Share will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

4. **Knock-in Event and Knock-out Event**

(a) This ETF Linked Condition 4 is applicable only if:

- (i) Knock-in Event is specified as applicable in the Applicable Transaction Terms, in which case any payment under the Notes which is expressed to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event; or
- (ii) Knock-out Event is specified as applicable in the Applicable Transaction Terms, in which case any payment under the Notes which is expressed to be subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

(b) Provided that:

- (i) if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Applicable Transaction Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day at any time during the one hour period that begins or ends at the Valuation Time a Knock-in Event or a Knock-out Event would otherwise have occurred and a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the price of each affected ETF Share as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of Valuation Date; and
- (ii) if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Applicable Transaction Terms is any time/or period of time during the regular trading hours on the relevant Exchange other than the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day at any time during the one hour period that begins or ends at the Knock-in Valuation Time or Knock-out Valuation Time a Knock-in Event or a Knock-out Event would otherwise have occurred and a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, then, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the price of each affected ETF Share as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of Valuation Date.

5. **Automatic Early Redemption**

If "**AER Value Automatic Early Redemption Event**" is specified as applicable in the Applicable Transaction Terms, then unless previously redeemed or purchased and cancelled, if (i) on any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period if on any or all Automatic Early Redemption Valuation Date(s), as specified in the Applicable Transaction Terms, an Automatic Early Redemption Event occurs, then the Notes will, subject as provided in ETF Linked Condition 2(c), be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date or Automatic Early Redemption Valuation Period and the Issuer shall redeem each Note at an amount equal to the relevant Automatic Early Redemption Amount.

6. **Definitions**

"**Additional Extraordinary ETF Event**" means (i) (unless specified otherwise in the Applicable Transaction Terms) Change in Law, (ii) Failure to Deliver (in the case of notes to be redeemed by delivery), or (iii) any of Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow, Insolvency Filing, Stop-Loss Event and/or Loss of Stock Borrow, in each case if specified in the Applicable Transaction Terms.

"**AER Value Automatic Early Redemption Event**" means the AER Value is:

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or
- (iv) less than or equal to,

the Automatic Early Redemption Price, (i), (ii), (iii) or (iv) applying, as specified in the Applicable Transaction Terms,

"**AER Value**" has the meaning given to it in the Applicable Transaction Terms, being a term defined in Payout Condition 5.2 (*Value Definitions*).

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

"**Automatic Early Redemption Amount**" means an amount, in respect of each nominal amount of Notes equal to the Calculation Amount, being the Automatic Early Redemption Payout set out in the Applicable Transaction Terms.

"**Automatic Early Redemption Date**" means each date specified as such in the Applicable Transaction Terms, or if such date is not a Business Day, the immediately succeeding Business Day, provided that no additional amount shall be payable to Holders as a result of such delay.

"**Automatic Early Redemption Payout**" is as specified in the relevant Applicable Transaction Terms.

"**Automatic Early Redemption Price**" means the price, amount, percentage or number specified as such in the Applicable Transaction Terms, subject to adjustment as provided in ETF Linked Condition 2(c)(i) above.

"**Automatic Early Redemption Valuation Date**" means each date as specified as such in the Applicable Transaction Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the corresponding provisions in the definition of Valuation Date shall apply

mutatis mutandis as if references in such provisions to Valuation Date were to Automatic Early Redemption Valuation Date.

"Automatic Early Redemption Valuation Period" means each period specified as such in the Applicable Transaction Terms.

"Automatic Early Redemption Valuation Time" has the meaning given it in the Applicable Transaction Terms.

"Averaging Date" means each date specified as an Averaging Date in the Applicable Transaction Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent any such day is a Disrupted Day.

If any such day is a Disrupted Day pursuant to the above, then:

- (a) If **"Omission"** is specified as applying in the Applicable Transaction Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant level, price or amount, as applicable, provided that if through the operation of this provision no Averaging Date would occur, then the provisions of the definition of Valuation Date will apply for purposes of determining the relevant level, price or amount on the final Averaging Date as if such Averaging Date were a Valuation Date; or
- (b) if **"Postponement"** is specified as applying in the Applicable Transaction Terms, the provisions of the definition of Valuation Date will apply for the purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date, or
- (c) if **"Modified Postponement"** is specified as applying in the Applicable Transaction Terms then:
 - (i) where the Notes are ETF Linked Notes relating to a single ETF, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the relevant Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (b) of the definition of Valuation Date below;
 - (ii) where the Notes are ETF Linked Notes relating to an ETF Basket, the Averaging Date for each ETF Share not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the **"Scheduled Averaging Date"**) and the Averaging Date for each ETF Share affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such ETF Share. If the first succeeding Valid Date in relation to such ETF Share has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the relevant Averaging Date, then (A) that Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date) in respect of such ETF Share, and (B) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with sub-paragraph (b) of the definition of Valuation Date below; and

- (iii) for the purposes of these ETF Linked Conditions, "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

"**Change in Law**" means that, on or after the Trade Date (as specified in the Applicable Transaction Terms) (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant ETF Share and/or (B) it will incur a materially increased cost in performing its obligations in relation to the ETF Linked Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its Affiliates).

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades in the relevant securities.

"**Clearance System Business Days**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions.

"**Coupon Valuation Time**" means the time specified as such in the Applicable Transaction Terms.

"**Disrupted Day**" means any Scheduled Trading Day on which:

- (a) a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session; or
- (b) a Market Disruption Event has occurred.

"**Early Closure**" means the closure on any Exchange Business Day of the relevant Exchange(s) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

"**ETF**" means any fund specified as being an Exchange Traded Fund in the Applicable Transaction Terms, or if not so specified, any fund which the Calculation Agent determines to be an exchange traded fund.

"**ETF Basket**" means a Basket comprising the ETF Shares in one or more ETFs specified in the Applicable Transaction Terms.

"**ETF Documents**" means, with respect to any ETF Share, the offering documents in effect on the Trade Date specifying among other things the terms and conditions relating to such ETF and for the avoidance of any doubt any other documents and agreements in respect of the ETF, as may be further described in any offering documents.

"**ETF Service Provider**" means, in respect of any ETF, any person who is appointed to provide services, directly or indirectly, for such ETF, whether or not specified in the ETF Documents, including any investment advisor or manager, fund adviser, fund administrator, operator, management company,

depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent and any other person as determined by the Calculation Agent.

"ETF Share(s)" means, in respect of an ETF, a share or unit in such ETF.

"ETF Share Correction Period" means the period specified in the Applicable Transaction Terms or if none is so specified, one Settlement Cycle.

"Exchange" means, in relation to a ETF Share, each exchange or quotation system specified as such for such ETF Share in the Applicable Transaction Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the ETF Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such ETF Share on such temporary substitute exchange or quotation system as on the original Exchange).

"Exchange Business Day" means either (i) in the case of a single ETF Share, Exchange Business Day (Single ETF Share Basis) or (ii) in the case of a basket of ETFs or other assets, (a) Exchange Business Day (All ETF Shares Basis) or (b) Exchange Business Day (Per ETF Share Basis), in each case as specified in the Applicable Transaction Terms, provided that, if no such specification is made in the Applicable Transaction Terms, Exchange Business Day (Per All ETF Shares Basis) shall apply.

"Exchange Business Day (All ETF Shares Basis)" means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading session(s) notwithstanding any such Exchange or Related Exchange closing prior to its (their) Scheduled Closing Time.

"Exchange Business Day (Per ETF Share Basis)" means, in respect of an ETF Share, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, in respect of such ETF Share are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to its (their) Scheduled Closing Time.

"Exchange Business Day (Single ETF Share Basis)" means, in respect of an ETF Share, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to its (their) Scheduled Closing Time.

"Exchange Disruption" means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the ETF Share on the Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts on or relating to the ETF Share on any relevant Related Exchange.

"Extraordinary ETF Event Effective Date" means, in respect of an Extraordinary ETF Event, the date on which such Extraordinary ETF Event occurs, or has occurred, as determined by the Calculation Agent in its sole and absolute discretion.

"Failure to Deliver" means failure of the Issuer and/or any of its Affiliates to deliver, when due, the Relevant Assets comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for such Relevant Assets.

"Hedge Provider" means the party (being, *inter alia*, the Issuer, the Guarantor, the Calculation Agent, an Affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the Notes or where no such party actually hedges such obligations, a hypothetical investor, who shall be deemed to enter into transactions as if hedging such obligations. The Hedge Provider will hold or be

deemed to hold such number of ETF Shares, or enter or be deemed to enter into any agreement to purchase or deliver, or pay an amount linked to the performance of, such number of ETF Shares as it (or in the case of a hypothetical investor, the Calculation Agent) considers would be held by a prudent issuer as a hedge for its exposure under the relevant Notes.

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

"Hedging Shares" means the number of ETF Shares that the Issuer or any of its Affiliates deems necessary to hedge the price risk of entering into and performing its obligations with respect to the Notes.

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

"Increased Cost of Stock Borrow" means that the Issuer or any of its Affiliates would incur a rate to borrow any ETF Share that is greater than the Initial Stock Loan Rate.

"Initial Stock Loan Rate" means, in respect of an ETF Share, the initial stock loan rate specified in relation to such ETF Share in the Applicable Transaction Terms.

"Insolvency Filing" means that an ETF institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the ETF shall not be deemed an Insolvency Filing.

"Knock-in Determination Day" means the date(s) specified as such in the Applicable Transaction Terms, or otherwise each Scheduled Trading Day during the Knock-in Determination Period.

"Knock-in Determination Period" means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

"Knock-in Event" means the Knock-in Value is (A):

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or
- (iv) less than or equal to,

the Knock-in Price or (B) within the Knock-in Range (x) on a Knock-in Determination Day or (y) in respect of any Knock-in Determination Period, as specified in the Applicable Transaction Terms,

"Knock-in Period Beginning Date" means the date specified as such in the Applicable Transaction Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Applicable Transaction Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"Knock-in Period Ending Date" means the date specified as such in the Applicable Transaction Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Applicable Transaction Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"Knock-in Price" means the price, amount, percentage or number specified as such in the Applicable Transaction Terms, subject to adjustment from time to time in accordance with the provisions set forth in these ETF Linked Conditions.

"Knock-in Range" means the range of prices, amounts, percentages or numbers specified as such or otherwise determined in the Applicable Transaction Terms, subject to adjustment from time to time in accordance with the provisions set forth in these ETF Linked Conditions.

"Knock-in Valuation Time" means the time or period of time on any Knock-in Determination Day specified as such in the Applicable Transaction Terms or in the event that the Applicable Transaction Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

"Knock-in Value" has the meaning given to it in the Applicable Transaction Terms, being a term defined in Payout Condition 5.2 (*Value Definitions*).

"Knock-out Determination Day" means the date(s) specified as such in the Applicable Transaction Terms, or otherwise each Scheduled Trading Day during the Knock-out Determination Period.

"Knock-out Determination Period" means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

"Knock-out Event" means the Knock-out Value is (A):

- (i) greater than,
- (ii) greater than or equal to,
- (iii) less than or
- (iv) less than or equal to

the Knock-out Price or (B) within the Knock-out Range (x) on a Knock-out Determination Day or (y) in respect of any Knock-out Determination Period, as specified in the Applicable Transaction Terms.

"Knock-out Period Beginning Date" means the date specified as such in the Applicable Transaction Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Applicable Transaction Terms and such date is not a Scheduled Trading Day, the next following Fund Business Day.

"Knock-out Period Ending Date" means the date specified as such in the Applicable Transaction Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Applicable Transaction Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"Knock-out Price" means the price, amount, percentage or number specified as such in the Applicable Transaction Terms, subject to adjustment from time to time in accordance with ETF Linked Condition 2(c)(i).

"Knock-out Range" means the range of prices, amounts, percentages or numbers specified as such or otherwise determined in the Applicable Transaction Terms, subject to adjustment from time to time in accordance with the provisions set forth in these ETF Linked Condition 2(c)(i) (*Consequences of an Extraordinary ETF Event - Adjustment*) and ETF Linked Condition 2(b) (*Extraordinary ETF Events*).

"Knock-out Valuation Time" means the time or period of time on any Knock-out Determination Day specified as such in the Applicable Transaction Terms or, in the event that the Applicable Transaction Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

"Knock-out Value" has the meaning given to it in the Applicable Transaction Terms, being a term defined in the Payout Condition 5.2 (*Value Definitions*).

"Loss of Stock Borrow" means that the Issuer and/or any Affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any ETF Share in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate.

"Market Disruption Event" means, in respect of an ETF Share, the occurrence or existence of (i) a Trading Disruption or (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event, begins or ends at the time when the level of the relevant ETF Share triggers, respectively, the occurrence of the Knock-in Event or Knock-out Event or (b) in all other circumstances that ends at the relevant Valuation Time, or (iii) an Early Closure.

"Maximum Stock Loan Rate" means, in respect of an ETF Share, the Maximum Stock Loan Rate specified in the Applicable Transaction Terms.

"Number of NAV Publication Days" means (i) the number of calendar days specified in the Applicable Transaction Terms, or (ii) if not specified in the Applicable Transaction Terms, the maximum number of days after the due date for publication or reporting of the net asset value per ETF Share after which the ETF Service Provider or any entity fulfilling such role, howsoever described in the ETF Documents, or any other party acting on behalf of the ETF, may remedy any failure to publish or report the net asset value per ETF Share in accordance with the relevant ETF Documents and before the Calculation Agent may determine that an Extraordinary ETF Event has occurred.

"Observation Date" means each date specified as an Observation Date in the Applicable Transaction Terms, or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the corresponding provisions in the definition of Valuation Date shall apply *mutatis mutandis* as if references in such provisions to Valuation Date were to Automatic Early Redemption Valuation Date.

"Observation Period" means the period specified as the Observation Period in the Applicable Transaction Terms.

"Related Exchange" means, in relation to an ETF Share, each exchange or quotation system specified as such for such ETF Share in the Applicable Transaction Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such ETF Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such ETF Share on such temporary substitute exchange or quotation system as on the original Related

Exchange), provided that where All Exchanges is specified as the Related Exchange in the Applicable Transaction Terms, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such ETF Share.

"Relevant Price" means an amount equal to the official closing price (or the price at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as the case may be, on the relevant Settlement Price Date or Averaging Date, if so specified in the Applicable Transaction Terms) quoted on the relevant Exchange for the relevant ETF Share or if such price cannot be so determined and the Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as the case may be, on the Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day or such Averaging Date, as the case may be, if so specified in the Applicable Transaction Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as the case may be, on the Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day or such Averaging Date, as the case may be, if so specified in the Applicable Transaction Terms) for the ETF Share based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of such ETF Share or on such other factors as the Calculation Agent shall decide.

"Scheduled Closing Time" means, in respect of an Exchange on which an ETF Share is traded and/or listed, the scheduled weekday closing time of such Exchange.

"Scheduled Trading Day" means either (i) in the case of a single ETF and in relation to an ETF Share, Scheduled Trading Day (Single ETF Share Basis) or (ii) in the case of an ETF Basket, (a) Scheduled Trading Day (All ETF Shares Basis) or (b) Scheduled Trading Day (Per ETF Share Basis), in each case as specified in the Applicable Transaction Terms, provided that, if no such specification is made in the Applicable Transaction Terms, Exchange Business Day (Per ETF Share Basis) shall apply.

"Scheduled Trading Day (All ETF Shares Basis)" means any day on which each Exchange and each Related Exchange are scheduled to be open for trading during their respective regular trading session(s).

"Scheduled Trading Day (Per ETF Share Basis)" means, in respect of an ETF Share, any day on which the relevant Exchange and the relevant Related Exchange in respect of such ETF Share are scheduled to be open for trading during their respective regular trading session(s).

"Scheduled Trading Day (Single ETF Share Basis)" means any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading during their respective regular trading session(s).

"Scheduled Valuation Date" means any day which but for the occurrence of a Disrupted Day would have been a Valuation Date.

"Screen Page" means the page specified in the Applicable Transaction Terms, or any successor page or service thereto.

"Settlement Cycle" means, in respect of an ETF Share, the period of Clearance System Business Days following a trade in the ETF Share on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

"Settlement Price" means, subject as referred to in relation to any Observation Date, Valuation Date or Averaging Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, (A) if Averaging is not specified in the Applicable Transaction Terms, the Relevant Price for the relevant Settlement Price Date, or (B) if Averaging is specified in the Applicable Transaction Terms, the arithmetic mean of the Relevant Prices of the single ETF on each Averaging Date, or, in the case of an ETF Basket, either the arithmetic mean of the Relevant Prices for each ETF on each Averaging Date or (C) if Averaging (Per ETF) is specified in the Applicable Transaction Terms, the arithmetic mean of the Relevant Prices of the relevant ETF on each Averaging Date, all as determined by or on behalf of the Calculation Agent in a commercially reasonable manner.

"Settlement Price Date" means any Automatic Early Redemption Valuation Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date, as the case may be.

"Specified Maximum Days of Disruption" means five (5) Scheduled Trading Days or such other number of Scheduled Trading Days specified in the Applicable Transaction Terms.

"Stop-Loss Event" means, in respect of an ETF Share, the price of any ETF Share as quoted on the relevant Exchange for such ETF Share at any time or the Scheduled Closing Time, as specified in the Applicable Transaction Terms, on any Scheduled Trading Day that is not a Disrupted Day in respect of such ETF Share on or after the Trade Date or, if later the Strike Date, is less than 5 per cent., or such percentage specified in the Applicable Transaction Terms, of its Settlement Price or, if no Settlement Price is stipulated in the Applicable Transaction Terms, the price given as the benchmark price for such ETF Share in the Applicable Transaction Terms, all as determined by the Calculation Agent.

"Strike Date" means the Strike Date specified in the Applicable Transaction Terms, as may be adjusted in accordance with the definition of Valuation Date below, provided that:

in the case of ETF Linked Notes relating to a ETF Basket, if the Strike Date for any ETF Share forming part of the ETF Basket is specified to be the Trade Date (subject, for the avoidance of doubt, to any adjustments relating to the Strike Date that are set out in the Applicable Transaction Terms) then:

(i) if the Strike Date for any ETF Share forming part of the ETF Basket is not a Scheduled Trading Day, the Strike Date for such ETF Share shall be the first succeeding Scheduled Trading Day; unless (ii) in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then the Strike Date for such ETF Share, shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of such ETF Share forming part of the ETF Basket unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date is a Disrupted Day in respect of such ETF Share.

In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date for the relevant ETF Share, notwithstanding the fact that such day is a Disrupted Day with respect to such ETF Share, and (ii) the Calculation Agent shall determine the price of the ETF Share as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the price of that ETF Share last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each ETF Share comprised in that ETF Basket (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant ETF Share on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant ETF Share as of the Valuation Time on the last such consecutive Scheduled Trading Day) and otherwise in accordance with the above provisions.

"Strike Day" means each date specified as such in the Applicable Transaction Terms.

"Strike Period" means the period specified as the Strike Period in the Applicable Transaction Terms.

"Termination Amount" means amount equal to the fair market value of a Note taking into account the relevant Extraordinary ETF Event, less the cost to the Issuer and/or its Affiliates of unwinding any

underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion as soon as practicable following the occurrence of the relevant Extraordinary ETF Event (the "**Calculated Extraordinary ETF Event Amount Determination Date**").

"**Termination Date**" means (i) the date determined by the Issuer (which, for the avoidance of doubt shall be any date determined by the Issuer in its sole and absolute discretion) and specified in the notice given to the Noteholders in accordance with these ETF Linked Conditions.

"**Trading Disruption**" means, in relation to an ETF Share, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or any Related Exchange or otherwise (i) relating to the ETF Share on the Exchange; or (ii) in futures or options contracts relating to the ETF Share on any relevant Related Exchange.

"**Valuation Date**" means the Coupon Valuation Date, Strike Date and/or Redemption Valuation Date, as the case may be, specified in the Applicable Transaction Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (a) in the case of ETF Linked Notes relating to a single ETF Share, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Settlement Price in accordance with its good faith estimate of the Settlement Price as of the Valuation Time on that the last such consecutive Scheduled Trading Day; or
- (b) in the case of ETF Linked Notes relating to a Basket of ETF Shares, the Valuation Date for each ETF Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each ETF Share affected (each an "**Affected Item**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Settlement Price using its good faith estimate of the value for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day and otherwise in accordance with the above provisions.

"**Valuation Time**" in relation to an ETF Share means either (i) the close of trading on the Exchange or (ii) as otherwise specified in the Applicable Transaction Terms.

"**Weighting**", in relation to an ETF Share, the weighting to be applied to it as specified in the Applicable Transaction Terms or if no weighting is so specified then no such weighting shall apply.

ANNEX 4
ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES

The terms and conditions applicable to Fund Linked Notes shall comprise the Terms and Conditions of the Notes (the "**Conditions**") and the additional Terms and Conditions set out below (the "**Fund Linked Note Conditions**"), in each case subject to completion in the Applicable Transaction Terms. In the event of any inconsistency between the Conditions and the Fund Linked Note Conditions, the Fund Linked Note Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Fund Linked Note Conditions and (ii) the Applicable Transaction Terms or the Drawdown Prospectus (as the case may be), the Applicable Transaction Terms or the Drawdown Prospectus (as the case may be) shall prevail.

1. Definitions

"Additional Extraordinary Fund Event" means any event specified as such in the Applicable Transaction Terms;

"AUM" means, assets under management;

"AUM Level" has the meaning given to it in the Applicable Transaction Terms, or if not so specified, with respect to (i) a Mutual Fund, EUR 50,000,000, or (ii) a Hedge Fund, EUR 50,000,000, or (iii) an ETF, EUR 50,000,000 or the equivalent in any other currency;

"Basket Trigger Event" means that an Extraordinary Fund Event (as defined below) occurs in respect of one or more Funds comprising the Fund Basket which has or, in the event that an Extraordinary Fund Event has occurred in respect of more than one Fund, together have, a weighting (as may be specified in the Applicable Transaction Terms) in the Fund Basket equal to or greater than the Basket Trigger Level;

"Basket Trigger Level" has the meaning given to it in the Applicable Transaction Terms or if not so specified, 50%;

"Calculation Date" means each day specified in the Applicable Transaction Terms, or if not so specified, each day which is a Fund Business Day;

"Disrupted Day" means, in the case of an ETF, any Scheduled Trading Day on which:

- (a) a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session; or
- (b) a Market Disruption Event has occurred;

"Early Closure" means, in the case of an ETF, the closure on any Exchange Business Day of the relevant Exchange(s) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day;

"ETF" or **"Exchange Traded Fund"** means any Fund specified as being an Exchange Traded Fund in the Applicable Transaction Terms, or if not so specified, any Fund which the Calculation Agent determines to be an exchange traded fund;

"ETF Price" means, in respect of any Automatic Early Redemption Valuation Date, the price per Fund Share as determined by the Calculation Agent as of the Valuation Time on the relevant Exchange on such Automatic Early Redemption Valuation Date;

"Exchange" means, in the case of an ETF and in relation to a Fund Share, each exchange or quotation system specified as such for such Fund Share in the Applicable Transaction Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Fund Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Fund Share on such temporary substitute exchange or quotation system as on the original Exchange);

"Exchange Business Day" means in the case of an ETF, either (i) in the case of a single Fund Share, Exchange Business Day (Single Fund Share Basis) or (ii) in the case of a basket of Funds or other assets, (a) Exchange Business Day (All Fund Shares Basis) or (b) Exchange Business Day (Per Fund Share Basis), in each case as specified in the Applicable Transaction Terms, provided that, if no such specification is made in the Applicable Transaction Terms, Exchange Business Day (Per Fund Share Basis) shall apply;

"Exchange Business Day (All Fund Shares Basis)" means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading session(s) notwithstanding any such Exchange or Related Exchange closing prior to its (their) Scheduled Closing Time;

"Exchange Business Day (Per Fund Share Basis)" means, in respect of a Fund Share, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, in respect of such Fund Share are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to its (their) Scheduled Closing Time;

"Exchange Business Day (Single Fund Share Basis)" means, in respect of a Fund Share, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to its (their) Scheduled Closing Time;

"Exchange Disruption" means, in the case of an ETF, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Fund Share on the Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts on or relating to the Fund Share on any relevant Related Exchange;

"Extraordinary Fund Event Effective Date" means, in respect of an Extraordinary Fund Event, the date on which such Extraordinary Fund Event occurs, or has occurred, as determined by the Calculation Agent in its sole and absolute discretion;

"Fee" has the meaning given to it in the Applicable Transaction Terms;

"Final Calculation Date" means the date specified as such in the Applicable Transaction Terms;

"Floating Rate Payer" has the meaning given in the ISDA Definitions;

"Fund" means each Mutual Fund, Hedge Fund, Private Equity Fund or ETF;

"Fund Basket" means, where the Fund Linked Notes are linked to the performance of Fund Shares (including, if applicable, Fund Shares in one or more ETFs) of more than one Fund, a basket comprising such Fund Shares;

"Fund Business Day" means either (i) with respect to a single Fund, (a) in respect of a Fund other than an ETF, Fund Business Day (Single Fund Share Basis), or (b) in respect of an ETF, each Scheduled Trading Day, or (ii) in respect of a Fund Basket, (a) in respect of a Fund Basket not comprised of Fund Shares of ETFs, either Fund Business Day (All Fund Shares Basis) or Fund Business Day (Per Fund Share Basis) as specified in the Applicable Transaction Terms, provided that, if no such specification is made in the Applicable Transaction Terms, Fund Business Day (Per Fund Share Basis) shall apply, or (b) in respect of a Fund Basket comprised of ETFs, a day which is a Scheduled Trading Day in respect of each Fund Share comprising the Fund Basket;

"Fund Business Day (All Fund Shares Basis)" means, with respect to a Fund Basket, a date (i) that is a Fund Valuation Date for all Fund Shares comprised in the Fund Basket, (ii) for which there has been a corresponding Fund Reporting Date in respect of each such Fund and (iii) on which the Hedge Provider has, or could have, a subscription or redemption order for each such Fund Share executed at the NAV per Fund Share as published on the relevant Fund Reporting Date or as calculated by the Calculation Agent, as the case may be;

"Fund Business Day (Per Fund Share Basis)" means, with respect to a Fund Share, a date (i) that is a Fund Valuation Date in respect of such Fund Share, (ii) for which there has been a corresponding Fund Reporting Date and (iii) on which the Hedge Provider has, or could have, a subscription or redemption order for the Fund Shares executed at the NAV per Fund Share as published on the relevant Fund Reporting Date or as calculated by the Calculation Agent, as the case may be;

"Fund Business Day (Single Fund Share Basis)" means with respect to a Fund Share, a date (i) that is a Fund Valuation Date, (ii) for which there has been a corresponding Fund Reporting Date and (iii) on which the Hedge Provider has, or could have, a subscription or redemption order for the Fund Shares executed at the NAV per Fund Share published on the relevant Fund Reporting Date;

"Fund Documents" means, unless specified otherwise in the Applicable Transaction Terms, with respect to any Fund Share, the offering document of the relevant Fund in effect on the Hedging Date specifying, among other matters, the terms and conditions relating to such Fund Share and, for the avoidance of doubt, any other documents or agreements in respect of the Fund, as further described in any Fund Document;

"Fund Reporting Date" means, subject to the occurrence of an Extraordinary Fund Event, in respect of any Fund Share and a Fund Valuation Date, the date on which, in accordance with the Fund Documents, the relevant NAV per Fund Share or Aggregate Fund Shares NAV, as the case may be, is reported or published in respect of such Fund Valuation Date;

"Fund Service Provider" means, in respect of any Fund, any person who is appointed to provide services, directly or indirectly, in respect of such Fund, whether or not specified in the Fund Documents, including any adviser, manager, administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent, sponsor or general partner and any other person specified as such in the Pricing Supplement;

"Fund Share(s)" means an ownership interest issued to or held by an investor in a Fund or any other interest specified as such in the Applicable Transaction Terms;

"Fund Valuation Date" means any date as of which, in accordance with the Fund Documents, the Fund (or the Fund Service Provider that generally determines such value) is or, but for the occurrence of an Extraordinary Fund Event, would have been scheduled to determine the NAV per Fund Share or Aggregate Fund Shares NAV, as the case may be;

"Hedge Fund" means the hedge fund(s) specified as such in the Applicable Transaction Terms;

"Hedge Provider" means the party (being, *inter alios*, the Issuer, the Guarantor, the Calculation Agent, an affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the Fund Linked Notes or where no such party actually hedges such obligations, a Hypothetical Investor, who shall be deemed to enter into transactions as if hedging such obligations. The Hedge Provider will hold or be deemed to hold such number of Fund Shares, or enter or be deemed to enter into any agreement to purchase or deliver, or pay an amount linked to the performance of, such number of Fund Shares as it (or in the case of a Hypothetical Investor, the Calculation Agent) considers would be held by a prudent issuer as a hedge for its exposure under the relevant Notes;

"Hedging Date" has the meaning given to it in the Applicable Transaction Terms;

"Hypothetical Investor" means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in a Fund Share which is deemed to have the benefits and obligations, as provided in the relevant Fund Documents, of an investor holding a Fund Share at the relevant time. The Hypothetical Investor may be deemed by the Calculation Agent to be resident or organised in any jurisdiction, and to be, without limitation, the Issuer, the Guarantor, the Calculation Agent or any of their affiliates (as determined by the Calculation Agent in the context of the relevant situation);

"Implied Embedded Option Value" means an amount which may never be less than zero equal to the present value as at the Implied Embedded Option Value Determination Date of any future payments under the Fund Linked Notes determined by the Calculation Agent in its sole and absolute discretion taking into account, without limitation, such factors as interest rates, the net proceeds achievable from

the sale of any Fund Shares by the Hedge Provider, the volatility of the Fund Shares and transaction costs;

"Implied Embedded Option Value Determination Date" means the date determined by the Calculation Agent to be the first date on which it is possible to determine the Implied Embedded Option Value following the occurrence of an Extraordinary Fund Event for which the Issuer or, as the case may be, the Guarantor determines the relevant action is to be Termination (as defined below);

"Initial Calculation Date" means the date specified as such in the Applicable Transaction Terms, or if not so specified, the Hedging Date;

"Market Disruption Event" means, if the Fund is an ETF, in respect of a Fund Share the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event, begins or ends at the time when the level of the relevant Fund Share triggers, respectively, the occurrence of the Knock-in Event or Knock-out Event or (b) in all other circumstances that ends at the relevant Valuation Time, or (iii) an Early Closure;

"Merger Event" means, in respect of any relevant Shares and Entity (as defined below), any (i) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share/unit/interest exchange of an Entity with or into another entity or person (other than a consolidation, amalgamation, merger or binding share/unit/interest exchange in which such Entity, is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding Shares of an Entity that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share/unit/interest exchange of an Entity or its subsidiaries with or into another entity in which the Entity is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50% of the outstanding Shares immediately following such event, in each case if the Extraordinary Fund Event Effective Date, as determined by the Calculation Agent, is on or before the Final Calculation Date. For the purposes of this definition "Merger Event" only, **"Shares"** shall mean the applicable Fund Shares or the shares of any applicable Fund Service Provider, as the context may require, and **"Entity"** shall mean the applicable Fund or any applicable Fund Service Provider, as the context may require;

"Mutual Fund" means the mutual fund(s) specified as such in the Applicable Transaction Terms;

"NAV per Fund Share" means, with respect to the relevant Fund Shares and the Fund Reporting Date relating to such Fund Shares, (i) the net asset value per Fund Share as of the relevant Fund Valuation Date, as reported on such Fund Reporting Date by the Fund Service Provider that generally publishes or reports such value on behalf of the Fund to its investors or a publishing service, or (ii) if the Fund Service Provider of the Fund publishes or reports only the aggregate net asset value of the Fund Shares (the **"Aggregate Fund Shares NAV"**), the net asset value per Fund Share calculated by the Calculation Agent on the basis of such aggregate net asset value of the Fund Shares divided by the number of Fund Shares issued and outstanding as of the relevant Fund Valuation Date;

"NAV Trigger Event" means, in respect of the Fund Shares, that (i) the NAV per Fund Share has decreased by an amount equal to, or greater than, the NAV Trigger Percentage(s) at any time during the related NAV Trigger Period as compared to the NAV per Fund Share on the first day of the NAV Trigger Period which will be defined to be a Fund Valuation Date, or (ii) the Fund has violated any leverage restriction that is applicable to, or affecting, such Fund or its assets by operation of any law, any order or judgement of any court or other agency of government applicable to it or any of its assets, the Fund Documents or any other contractual restriction binding on or affecting the Fund or any of its assets;

"NAV Trigger Percentage" means the percentage specified in the Applicable Transaction Terms or, if not so specified, with respect to (i) a Mutual Fund, 50%, or (ii) a Hedge Fund, 50%, or (iii) an ETF, 50%;

"NAV Trigger Period" means the period specified in the Applicable Transaction Terms, or if not so specified the period from and including the Initial Calculation Date to and including the Final Calculation Date;

"Non-Principal Protected Termination Amount" means an amount per Security determined by the sum of:

- (i) the Implied Embedded Option Value; and
- (ii) if Delayed Redemption on Occurrence of an Extraordinary Fund Event is specified as being applicable in the Applicable Transaction Terms, the Simple Interest;

"Number of NAV Publication Days" means the number of calendar days specified in the Applicable Transaction Terms or if not so specified, with respect to (i) a Mutual Fund, five calendar days, or (ii) a Hedge Fund, ten calendar days, or (iii) an ETF, five calendar days;

"Principal Protected Termination Amount" means an amount per Fund Linked Note determined as the sum of:

- (i) the Protected Amount;
- (ii) the Implied Embedded Option Value; and
- (iii) if delayed redemption on Occurrence of an Extraordinary Fund Event is specified as being applicable in the Applicable Transaction Terms, the Simple Interest;

"Private Equity Fund" means the private equity fund(s) specified as such in the Applicable Transaction Terms;

"Protected Amount" means the amount specified as such in the Applicable Transaction Terms;

"Related Exchange" means, in the case of an ETF and in relation to a Fund Share, each exchange or quotation system specified as such for such Fund Share in the Applicable Transaction Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Fund Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Fund Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the Applicable Transaction Terms, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Fund Share;

"Scheduled Closing Time" means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours;

"Scheduled Trading Day" means either (i) in the case of a single ETF and in relation to a Fund Share, Scheduled Trading Day (Single Fund Share Basis) or (ii) in the case of a basket of ETFs, (a) Scheduled Trading Day (All Fund Shares Basis) or (b) Scheduled Trading Day (Per Fund Share Basis), in each case as specified in the Applicable Transaction Terms, provided that, if no such specification is made in the Applicable Transaction Terms, Exchange Business Day (Per Fund Share Basis) shall apply;

"Scheduled Trading Day (All Fund Share Basis)" means any day on which each Exchange and each Related Exchange are scheduled to be open for trading during their respective regular trading session(s);

"Scheduled Trading Day (Per Fund Share Basis)" means, in respect of a Fund Share, any day on which the relevant Exchange and the relevant Related Exchange in respect of such Fund Share are scheduled to be open for trading during their respective regular trading session(s);

"Scheduled Trading Day (Single Fund Share Basis)" means any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading during their respective regular trading session(s);

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

"Settlement Price" means, subject as referred to in relation to any Valuation Date or Averaging Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be in the case of an ETF, an amount equal to the official closing price (or the price at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as the case may be, on the Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day or an Averaging Date, as the case may be, if so specified in the Applicable Transaction Terms) quoted on the relevant Exchange for such Fund Share on (a) if Averaging is not specified in the Applicable Transaction Terms, the Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day or (b) if Averaging is specified in the Applicable Transaction Terms, an Averaging Date (or if, in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as the case may be, on the Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day or such Averaging Date, as the case may be, if so specified in the Applicable Transaction Terms) cannot be so determined and the Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as the case may be, on the Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day or such Averaging Date, as the case may be, if so specified in the Applicable Transaction Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as the case may be, on the Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day or such Averaging Date, as the case may be, if so specified in the Applicable Transaction Terms) for the Fund Share based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of such Fund Share or on such other factors as the Calculation Agent shall decide);

"Simple Interest" means an amount calculated by the Calculation Agent equal to the amount of interest that would accrue on the Implied Embedded Option Value during the period from (and including) the Implied Embedded Option Value Determination Date to (and including) the Final Calculation Date calculated on the basis that such interest were payable by the Floating Rate Payer under an interest rate swap transaction incorporating the 2006 ISDA Definitions under which:

- (A) the **"Effective Date"** is the Implied Embedded Option Value Determination Date;
- (B) the **"Termination Date"** is the Termination Date;
- (C) the **"Floating Rate Payer Payment Date"** is the Termination Date;
- (D) the **"Floating Rate Option"** is EUR-EURIBOR-Reuters (if the Settlement Currency is EUR) or USD-LIBOR-BBA (if the Settlement Currency is USD);
- (E) the **"Designated Maturity"** is three months;
- (F) the **"Simple Interest Spread"** is as specified in the Applicable Transaction Terms, or if not so specified minus 0.125%;
- (G) the **"Floating Rate Day Count Fraction"** is Actual/360;
- (H) the **"Reset Date"** is the Implied Embedded Option Value Determination Date and each date falling three calendar months after the previous Reset Date; and
- (I) **"Compounding"** is **"Inapplicable"**;

"Specified Maximum Days of Disruption" means the number of days specified in the Applicable Transaction Terms, or if not so specified, five Scheduled Trading Days;

"Tender Offer" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 50% and less than 100% of the outstanding voting shares, units or interests of the Fund or Fund Service Provider, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant;

"Termination Amount" means the amount specified in the Applicable Transaction Terms or if not so specified, (x) the Principal Protected Termination Amount, or (y) the Non-Principal Protected Termination Amount, as specified in the Applicable Transaction Terms;

"Termination Date" means (i) the date specified in the Application Transaction Terms, or (ii) if Delayed Redemption on the occurrence of an Extraordinary Fund Event is specified as being applicable in the relevant Applicable Transaction Terms, such delayed date as will be specified by the Issuer in a notice to Holders in accordance with Condition 14 (*Notices*), hereof;

"Trade Date" has the meaning given to it in the Applicable Transaction Terms;

"Trading Disruption" means, in the case of an ETF and in relation to a Fund Share, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or any Related Exchange or otherwise (i) relating to the Fund Share on the Exchange or (ii) in futures or options contracts relating to the Fund Share on any relevant Related Exchange; and

"Valuation Time" in the case of an ETF and in relation to a Fund Share means either (i) the close of trading on the Exchange or (ii) as otherwise specified in the Applicable Transaction Terms.

2. **Extraordinary Fund Events**

Subject to the provisions of Fund Linked Note Condition 3 (*Determination of Extraordinary Fund Events*), **"Extraordinary Fund Event"** means the occurrence or continuance at any time on or after the Trade Date of any of the following events as determined by the Calculation Agent:

Global Events:

2.1 the Fund or any Fund Service Provider:

- (i) ceases trading and/or, in the case of a Fund Service Provider, ceases administration, portfolio management, investment services, custodian services, prime brokerage, or any other relevant business (as applicable);
- (ii) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (iii) makes a general assignment or arrangement with or for the benefit of its creditors;
- (iv) (1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, proceedings seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it proceedings seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceedings or petition is instituted or presented by a person or entity not described in sub-clause (iv) (1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained, in each case within 15 days of the institution or presentation thereof;

- (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (vi) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not immediately dismissed, discharged, stayed or restrained; or
- (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in sub-clauses (i) to (vi) above; or

2.2 the occurrence of a Merger Event or Tender Offer;

Litigation/Fraudulent Activity Events:

2.3 there exists any litigation against the Fund or a Fund Service Provider which in the sole and absolute discretion of the Calculation Agent could materially affect the value of the Fund Shares or the rights or remedies of any investor in such Fund Shares; or

2.4

- (i) an allegation of criminal or fraudulent activity is made in respect of the Fund, or any Fund Service Provider, or any employee of any such entity, or the Calculation Agent reasonably determines that any such criminal or fraudulent activity has occurred; or
- (ii) any investigative, judicial, administrative or other civil or criminal proceedings are commenced or threatened against the Fund, any Fund Service Provider or any key personnel of such entities if such allegation, determination, suspicion or proceedings could, in the sole and absolute discretion of the Calculation Agent, materially affect the value of the Fund Shares or the rights or remedies of any investor in such Fund Shares;

Fund Service Provider/Key Person Events:

2.5

- (i) a Fund Service Provider ceases to act in such capacity in relation to the Fund and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent; and/or
- (ii) any event occurs which causes, or will with the passage of time (in the opinion of the Calculation Agent) cause, the failure of the Fund and/or any Fund Service Provider to meet or maintain any obligation or undertaking under the Fund Documents which failure is reasonably likely to have an adverse impact on the value of the Fund Shares or on the rights or remedies of any investor in such Fund Shares; or

2.6 one or more of the key individuals involved with, or having supervision over, the Fund or a Fund Service Provider ceases to act in such capacity, and the relevant Fund Service Provider fails to appoint a replacement having similar qualifications to those of the key individual or individuals ceasing to act;

Modification Events:

2.7 a material modification of or deviation from any of the investment objectives, investment restrictions, investment processes or investment guidelines of the Fund (howsoever described, including the underlying type of assets in which the Fund invests) from those set out in the Fund Documents, or any announcement regarding a potential modification or deviation, except where such modification or deviation is of a formal, minor or technical nature;

2.8 a material modification, cancellation or disappearance (howsoever described), or any announcement regarding a potential future material modification, cancellation or disappearance (howsoever described) of the type of assets (i) in which the Fund invests or (ii) the Fund purports to track;

- 2.9 a material modification or any announcement regarding a potential future material modification of the Fund (including, but not limited to, a material modification of the Fund Documents or to the Fund's liquidity terms) other than a modification or event which does not affect the Fund Shares or the Fund or any portfolio of assets to which the Fund Share relates (either alone or in common with other Fund Shares issued by the Fund);
- 2.10 the creation by the Fund of any illiquid share class or unit howsoever described;
- 2.11 the currency denomination of the Fund Shares is amended from that set out in the Fund Documents so that the NAV per Fund Share is no longer calculated in the same currency as it was as at the Trade Date;
- 2.12 if applicable, the Fund ceases to be an undertaking for collective investments under the legislation of its relevant jurisdiction; or
- 2.13 following the issue or creation of a new class or series (howsoever described in the Fund Documents) of shares or units by the Fund, the Calculation Agent determines taking into consideration the potential cross-liability between classes of shares or units (howsoever described in the Fund Documents) that such new class or series has or may have an adverse effect on the hedging activities of the Hedge Provider in relation to the Notes;

NAV per Fund Share/AUM Level Events:

- 2.14 a material modification of the method of calculating the NAV per Fund Share or, as the case may be, the Aggregate Fund Shares NAV;
- 2.15 any change in the periodicity of the calculation or the publication of the NAV per Fund Share or, as the case may be, the Aggregate Fund Shares NAV;
- 2.16 any suspension of the calculation or publication of the NAV per Fund Share or, as the case may be, the Aggregate Fund Shares NAV;
- 2.17 the occurrence of any event affecting a Fund Share that, in the sole and absolute discretion of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the NAV per Fund Share;
- 2.18 any of the Fund, any Fund Service Provider or any other party acting on behalf of the Fund fails for any reason to calculate and publish the NAV per Fund Share or, as the case may be, the Aggregate Fund Shares NAV within the Number of NAV Publication Days following any date scheduled for the determination of the valuation of the Fund Shares unless the cause of such failure to publish is of a technical nature and outside the immediate and direct control of the entity responsible for such publication;
- 2.19 any Fund Service Provider uses asset prices provided by the investment manager (howsoever described in the Fund Documents) to calculate the NAV per Fund Share or, as the case may be, the Aggregate Fund Shares NAV when such asset prices could have been obtained from independent sources and the asset prices from independent sources materially diverge from the asset prices provided by the investment manager (howsoever described in the Fund Documents);
- 2.20 the assets under management of the Fund fall below the AUM Level;
- 2.21 (i) the Calculation Agent determines, at any time, that the NAV per Fund Share or, as the case may be, the Aggregate Fund Shares NAV is inaccurate, or (ii) the reported net asset value of the Fund Shares misrepresents the net asset value of the Fund Shares;
- 2.22 a NAV Trigger Event occurs; or
- 2.23 (i) in the case of a Hedge Fund only, the audited net asset value of the Fund and/or the NAV per Fund Share or, as the case may be, the Aggregate Fund Shares NAV is different from the audited net asset value of the Fund and/or the NAV per Fund Share or, as the case may be, the Aggregate Fund Shares NAV communicated by the relevant Fund Service Provider in respect of the same date, (ii) the auditors of the Fund qualify any audit report, or refuse to provide an unqualified audit report, in respect of the Fund, and/or (iii) the Calculation Agent, in its sole and absolute discretion, does not deem the audited

net asset value of the Fund and/or the NAV per Fund Share or, as the case may be, the Aggregate Fund Shares NAV to be representative of the actual net asset value of the Fund and/or the NAV per Fund Share or, as the case may be, the Aggregate Fund Shares NAV;

Reporting Events:

- 2.24 any failure of the Fund, or its authorised representative, to deliver or publish, or cause to be delivered or published, (i) information that the Fund has agreed to deliver or publish, or agreed to cause to be delivered or published, to the Calculation Agent or Hedge Provider, or (ii) information that has been previously delivered to the Hedge Provider or the Calculation Agent, as applicable, in accordance with the Fund's, or its authorised representative's, normal practice and that the Hedge Provider deems necessary for it or the Calculation Agent, as applicable, to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the Fund Share; or
- 2.25 any Fund Service Provider fails to provide the Calculation Agent, within a reasonable time, with any information that the Calculation Agent has reasonably requested regarding the investment portfolio or other activities or undertakings of the Fund;

Tax/Law/Accounting/Regulatory Events:

- 2.26 there is a change in or in the official interpretation or administration of any laws or regulations relating to taxation that has or is likely to have a material adverse effect on any hedging arrangements entered into by any Hedge Provider in respect of the Notes (a "**Tax Event**") and, subject as provided below, the Hedge Provider has, for a period of one calendar month following the day the relevant Tax Event became known to it, used reasonable efforts to mitigate the material adverse effect of the Tax Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period set out above for such mitigation shall be deemed satisfied on any date it is or becomes apparent at any time that there is no practicable means of mitigating the Tax Event; or
- 2.27
- (i) any relevant activities of or in relation to the Fund or a Fund Service Provider are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, in any applicable jurisdiction (including, but not limited to, any cancellation, suspension or revocation of the registration or approval of the Fund by any governmental, legal or regulatory entity with authority over the Fund);
 - (ii) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the Fund or a Fund Service Provider or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence;
 - (iii) the Fund is required by a competent authority to redeem any Fund Shares;
 - (iv) the Hedge Provider is required by a competent authority or any other relevant entity to dispose of or compulsorily redeem any Fund Shares held in connection with any hedging arrangements relating to the Notes; and/or
 - (v) any change in the legal, tax, accounting or regulatory treatment of the Fund or any Fund Service Provider that is reasonably likely to have an adverse impact on the value of the Fund Shares or other activities or undertakings of the Fund or on the rights or remedies of any investor in such Fund Shares, including any Hedge Provider;

Hedging/Impracticality/Increased Costs Events:

- 2.28 in connection with any hedging activities in relation to the Fund Linked Notes, as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, howsoever described, after the Trade Date, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any

law, order, regulation, decree or notice, howsoever described, after such date or as a result of any other relevant event (each a "**Relevant Event**") it would become unlawful or impractical for the Hedge Provider to hold (including, without limitation, circumstances requiring the Hedge Provider to modify any reserve, special deposit or similar requirement or that would adversely affect the amount of regulatory capital that would have to be maintained in respect of any holding of Fund Shares or that would subject a holder of the Fund Shares or the Hedge Provider to any loss), purchase or sell the relevant Fund Shares or any underlying assets of or related to the Fund or for the Hedge Provider to maintain such hedging arrangements and, subject as provided below, the Hedge Provider has, for a period of one calendar week following the day the Relevant Event became known to it, used reasonable efforts to mitigate the effect of the Relevant Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period of one calendar week set out above shall be deemed satisfied on any date it is or becomes at any time apparent that there is no practicable means of mitigating the Relevant Event;

- 2.29 in connection with the hedging activities in relation to the Fund Linked Notes, if the cost to the Hedge Provider in relation to the Fund Linked Notes and the related hedging arrangements (including, but not limited to, new or increased taxes, duties, expenses or fees) would be materially increased or the Hedge Provider would be subject to a material loss relating to the Fund Linked Notes and the related hedging arrangements;
- 2.30 in connection with the hedging activities in relation to the Fund Linked Notes, the Hedge Provider is unable or it becomes impractical for the Hedge Provider to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary or appropriate to hedge the Issuer's obligations under the Notes; or (ii) realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (A) any restrictions or increase in charges or fees imposed by the Fund on any investor's ability to redeem a Fund Share, in whole or in part, or any existing or new investor's ability to make new or additional investments in such Fund Share, or (B) any mandatory redemption, in whole or in part, of such Fund Share; or
- 2.31 at any time on or after the Trade Date, the Issuer or, as the case may be, the Guarantor would incur an increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, capital and/or funding costs, expenses or fees (other than brokerage commissions) to maintain the Fund Linked Notes;

Dealing/Listing Events:

- 2.32
 - (i) the non-execution or partial-execution by the Fund for any reason of a subscription or redemption order in respect of any Fund Shares (including, for the avoidance of any doubt, any non-execution by the Fund pending completion of its fiscal audit);
 - (ii) the Fund suspends or refuses transfers of any of its Fund Shares (including, without limitation, if the Fund applies any gating, deferral, suspension or other similar provisions permitting the Fund to delay or refuse redemption or transfer of Fund Shares);
 - (iii) the Fund imposes in whole or in part any restriction (including, without limitation, any redemption in specie), charge or fee in respect of a redemption or subscription of its Fund Shares by the Hedge Provider or exercises its right to claw back the proceeds already paid on redeemed Fund Shares, if in any case it could in the sole and absolute determination of the Calculation Agent have an adverse impact on the Hedge Provider's rights or obligations in relation to its hedging activities in relation to the Notes;
 - (iv) a mandatory redemption, in whole or in part, of the Fund Shares is imposed by the Fund on any one or more holders of Fund Shares at any time for any reason; or
 - (v) in the case of an ETF, the relevant Exchange announces that pursuant to the rules of such Exchange, the relevant Fund Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason and are not immediately re-listed, re-traded or re-quoted on (i) where the Exchange is located in the United States, any of the New York Stock Exchange, the

American Stock Exchange or the NASDAQ National Market System (or their respective successors) or otherwise (ii) a comparable exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union).

Miscellaneous Events:

- 2.33 the occurrence of any Additional Extraordinary Fund Event;
- 2.34 in the case of Fund Linked Notes linked to a Fund Basket, a Basket Trigger Event occurs;
- 2.35 the Fund or any Fund Service Provider defaults under, materially modifies or terminates any rebate agreements in place with the Issuer, the Guarantor, the Hedge Provider or any of its affiliates;
- 2.36 if the Fund is part of an umbrella structure with more than one sub-fund, a cross-contamination or other failure to segregate the portfolio of assets held by the Fund occurs between different series, classes and/or sub-funds; or
- 2.37 any security granted by the Fund or any Fund Service Provider over any of its assets is enforced or becomes capable of being enforced or any arrangement which in the determination of the Calculation Agent is comparable to security over any such assets (including without limitation any repo or prime brokerage arrangement) becomes enforceable or capable of early termination or any derivatives, repo, securities lending or other trading or dealing arrangement relating to the assets of the Fund becomes enforceable or terminable early by reason of any event of default (howsoever described) relating to the Fund or the relevant Fund Service Provider.

References solely in this Fund Security Condition 2 (*Extraordinary Fund Events*) to:

- (i) "**Fund**" shall include the Fund and any funds in which it invests any of its investible assets from time to time;
- (ii) "**Fund Shares**" shall include the Fund Shares and the shares or units in any Fund (as defined in paragraph (i) above); and
- (iii) in the case of a Private Equity Fund only, "**Extraordinary Fund Event**" shall have the meaning given to it in the Applicable Transaction Terms.

3. Determination of Extraordinary Fund Events

The Calculation Agent will determine if an Extraordinary Fund Event has occurred acting in good faith and in a commercially reasonable manner. Where the occurrence of an event or set of circumstances is capable of triggering more than one Extraordinary Fund Event, the Issuer or, as the case may be, the Guarantor may determine which Extraordinary Fund Event is to be triggered, in its sole and absolute discretion.

In considering whether the occurrence of an event or set of circumstances triggers an Extraordinary Fund Event, the Calculation Agent may have regard to the combined effect, from the Trade Date, of any event or set of circumstances, as the case may be, if such event or set of circumstances occurs more than once.

4. Consequences of an Extraordinary Fund Event

- 4.1 If the Calculation Agent determines that an Extraordinary Fund Event has occurred, the Issuer or, as the case may be, the Guarantor shall, as soon as reasonably practicable after having been notified of such determination by the Calculation Agent, give notice ("**Extraordinary Fund Event Notice**") to the Holders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable) of the occurrence of such Extraordinary Fund Event (the date on which an Extraordinary Fund Event Notice is given, an "**Extraordinary Fund Event Notification Date**") and set out, if determined at that time, the action that it has determined to take in respect of the Extraordinary Fund Event pursuant to Fund Linked Note Condition 4.2 below. Where the action that the Issuer or, as the case may be, the Guarantor has determined to take is not, for whatever reason, set out in the Extraordinary Fund Event Notice, the action that the Issuer or, as the case may be, the Guarantor has determined to take shall be set out in a subsequent

notice given to Holders in accordance with Condition 14 (*Notices*) as soon as reasonably practicable after the Extraordinary Fund Event Notification Date.

For such purposes, an Extraordinary Fund Event shall be considered to be "continuing" if it has not been remedied to the reasonable satisfaction of the Issuer or, as the case may be, the Guarantor.

The Issuer or, as the case may be, the Guarantor shall provide Holders with an Extraordinary Fund Event Notice as soon as reasonably practicable following the determination of an Extraordinary Fund Event. However, neither the Issuer, the Guarantor nor the Calculation Agent shall be responsible for any loss, underperformance or opportunity cost suffered or incurred by any Holder or any other person in connection with the Notes as a result of any delay, howsoever arising. If the Issuer or, as the case may be, the Guarantor gives an Extraordinary Fund Event Notice, it shall have no obligation to make any payment or delivery in respect of the Fund Linked Notes until it has determined the action that it has determined to take pursuant to Fund Linked Note Condition 4.2 below.

4.2 Following the occurrence of an Extraordinary Fund Event, the Issuer or, as the case may be, the Guarantor in its sole and absolute discretion may take the action described below in (a), (b), (c) or (d).

(a) ***No Action***

If the Issuer or, as the case may be, the Guarantor in its sole and absolute discretion determines that the action to be taken in respect of the Extraordinary Fund Event is to be "**No Action**", then the Fund Linked Notes shall continue and there shall be no amendment to the Terms and Conditions and/or the Applicable Transaction Terms.

(b) ***Adjustment***

If the Issuer or, as the case may be, the Guarantor in its sole and absolute discretion determines that the action to be taken in respect of the Extraordinary Fund Event is to be "**Adjustment**", then the Calculation Agent acting on instructions from the Issuer (or, as the case may be, the Guarantor) may determine, in its sole and absolute discretion, the appropriate adjustment(s), if any, to be made to any of the terms of these Terms and Conditions and/or the Applicable Transaction Terms (including adjusting any Fee) to take account of the economic effect of the Extraordinary Fund Event and determine the effective date of such adjustment.

(c) ***Substitution***

If the Issuer or, as the case may be, the Guarantor in its sole and absolute discretion determines that the action in respect of the Extraordinary Fund Event is to be "**Substitution**", the Calculation Agent shall:

- (i) determine the weighted average price at which a Hypothetical Investor can redeem the Fund Shares in the relevant Fund in such number as determined by the Calculation Agent in its sole and absolute discretion as soon as it is reasonably practicable following the Extraordinary Fund Event;
- (ii) for a period of no longer than 14 calendar days following the date on which a Hypothetical Investor would have received proceeds from a redemption order in full submitted by the Hedge Provider as soon as practicable following the occurrence of an Extraordinary Fund Event, use reasonable efforts to substitute the Fund Shares with shares, units or other similar interests in an alternative fund which, in the sole and absolute determination of the Calculation Agent, has similar characteristics to the relevant Fund, including, but not limited to, comparable investment objectives, investment restrictions and investment processes and has service providers acceptable to the Calculation Agent; and
- (iii) if no alternative fund can be determined pursuant to sub-paragraph (ii) above, use reasonable efforts to substitute the Fund with an index (or a fund tracking such index) selected by the Calculation Agent in its sole and absolute discretion,

and following any substitution in accordance with sub-paragraph (ii) or (iii) above, the Issuer or, as the case may be, the Guarantor may, in its sole and absolute discretion, require the

Calculation Agent to make such determinations and/or adjustments to these Terms and Conditions and/or the Applicable Transaction Terms as it determines to be appropriate to take account of such Substitution.

(d) ***Termination***

If the Issuer or, as the case may be, the Guarantor determines that the action to be taken in respect of the Extraordinary Fund Event is to be "**Termination**", on giving notice to Holders in accordance with Condition 14 (*Notices*) (which such notice may be included in the Extraordinary Fund Event Notice in respect of the relevant Extraordinary Fund Event) the outstanding Fund Linked Notes shall be redeemed by payment of the Termination Amount on the Termination Date. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 14 (*Notices*).

(e) ***General***

In determining to take a particular action as a result of an Extraordinary Fund Event, neither the Issuer nor the Guarantor is under any duty to consider the interests of Holders or any other person. In making any determination as to which action to take following the occurrence of an Extraordinary Fund Event, neither the Issuer, the Guarantor nor the Calculation Agent shall be responsible for any loss (including any liability in respect of interest), underperformance or opportunity cost suffered or incurred by Holders or any other person in connection with the Fund Linked Notes as a result of any such determination, howsoever such loss may arise including as a result of any delay in making any payment or delivery in respect of the Fund Linked Notes.

5. **Maturity Date/Automatic Early Redemption Date/Termination Date Extension**

If on the date falling two Business Days prior to the originally designated Maturity Date, Automatic Early Redemption Date or Termination Date, as the case may be, the Hedge Provider has not, after having placed one or more redemption orders in respect of its holding of Fund Shares in accordance with the terms of the relevant Fund Documents, received redemption proceeds in full in respect of such Fund Shares (the "**Redemption Proceeds**"), the Calculation Agent may postpone the Maturity Date, Automatic Early Redemption Date or Termination Date, as the case may be, and notify the Holders thereof in accordance with Condition 14 (*Notices*).

As soon as practicable following receipt by the Hedge Provider of the Redemption Proceeds, the Calculation Agent shall give notice to Holders in accordance with Condition 14 (*Notices*) (such notice the "**Delayed Payment Notice**") and each Fund Linked Note shall be redeemed on the date specified in the Delayed Payment Notice (such date, the "**Postponed Settlement Date**") at its Redemption Amount.

ANNEX 5

ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

*The terms and conditions applicable to Credit Linked Notes shall comprise the Terms and Conditions of the Notes (the "**Conditions**") and the additional Terms and Conditions set out below (the "**Credit Linked Conditions**"), in each case subject to completion and/or amendment in the Applicable Transaction Terms. In the event of any inconsistency between the Conditions and the Credit Linked Conditions, the Credit Linked Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Credit Linked Conditions and (ii) the Applicable Transaction Terms, the Applicable Transaction Terms shall prevail.*

Where Restructuring is specified in the Applicable Transaction Terms as being an applicable Credit Event and Credit Linked Condition 13 (Credit Event Notice after Restructuring Credit Event) is applicable, there may be more than one Credit Event Determination Date in respect of the same Reference Entity as further described in Credit Linked Condition 13 (Credit Event Notice after Restructuring Credit Event) below. References below to a numbered Condition are to such numbered section of the Conditions and references to a numbered Credit Linked Condition are to such numbered section as set out in these Credit Linked Conditions.

Defined terms used in these Credit Linked Conditions or the related section of the Applicable Transaction Terms where the same term may be used in another Annex to the Conditions (e.g. Valuation Date) shall have the meanings given in these Credit Linked Conditions or in the section of the Applicable Transaction Terms relating to Credit Linked Notes.

Unless otherwise stated in these Credit Linked Conditions or in the Applicable Transaction Terms, in the event that any day specified in the section "Credit Linked Conditions" in the Applicable Transaction Terms or the last day of any period calculated by reference to calendar days falls on a day that is not a Business Day, such day or last day shall be subject to adjustment in accordance with the applicable Business Day Convention.

In the case of Credit Linked Notes for which more than one Reference Entity is specified in the Applicable Transaction Terms, all references to "the Reference Entity" herein shall be construed to refer to the Reference Entity in respect of which the relevant determination falls to be made at any relevant time and all related provisions and determinations will be construed accordingly.

For the avoidance of doubt no Credit Linked Notes will be considered frustrated, or otherwise void or voidable (whether for mistake or otherwise) solely because:

- (a) any relevant Reference Entity does not exist on, or ceases to exist on or following, the Trade Date; and/or
- (b) Obligations, Deliverable Obligations or the Reference Obligation do not exist on, or cease to exist on or following, the Trade Date.

For the avoidance of doubt, the application of any of Credit Linked Condition 5 (*Repudiation/Moratorium Extension*), 6 (*Grace Period Extension*), 7 (*Credit Derivatives Determinations Committee Extension*), 8 (*Maturity Date Extension*) or 10 (*Settlement Suspension*) below shall not preclude the application of any other such Credit Linked Condition either contemporaneously or subsequently and in the event that any such Credit Linked Conditions are inconsistent or the Calculation Agent becomes entitled to exercise a discretion under one or more of such Credit Linked Conditions, the Calculation Agent may elect in its discretion which Credit Linked Condition shall apply and under which Credit Linked Condition or Credit Linked Conditions it shall exercise its discretion.

1. Redemption of Credit Linked Notes

Unless previously redeemed or purchased and cancelled and subject as provided in Credit Linked Condition 2 (*Auction Settlement*), Credit Linked Condition 3 (*Cash Settlement*), Credit Linked Condition 4 (*Physical Settlement*) and Credit Linked Condition 19 (*Early redemption of Reference Obligation Only Notes following a Substitution Event*) as applicable, each principal amount of Credit Linked Notes equal to the Calculation Amount set out in the Applicable Transaction Terms will be redeemed by the Issuer at its relevant Final Redemption Amount specified in, or determined in the manner specified in, the Applicable Transaction Terms in the relevant Specified Currency on the Maturity Date.

2. Auction Settlement

Where Auction Settlement is specified as the applicable Settlement Method in the Applicable Transaction Terms and a Credit Event Determination Date occurs on or prior to the Auction Final Price

Determination Date, the Issuer shall give notice (such notice an "**Auction Settlement Notice**") to the Noteholders in accordance with Condition 14 (*Notices*), and, subject to (i) any adjustment in accordance with Credit Linked Condition 13 (*Credit Event Notice after Restructuring Credit Event*) and (ii) any prior redemption in accordance with Credit Linked Condition 19 (*Early redemption of Reference Obligation Only Notes following a Substitution Event*), redeem all but not some only of the Notes and pay, in respect of each principal amount of Credit Linked Notes equal to the Calculation Amount set out in the Applicable Transaction Terms, the Credit Event Redemption Amount in the relevant Specified Currency on the Credit Event Redemption Date.

Unless settlement has occurred in accordance with the paragraph above, if:

- (a) an Auction Cancellation Date occurs;
- (b) a No Auction Announcement Date occurs (and in circumstances where such No Auction Announcement Date occurs pursuant to paragraph (b) or (c)(ii) of the definition of No Auction Announcement Date, the Issuer has not exercised the Movement Option);
- (c) a DC Credit Event Question Dismissal occurs; or
- (d) a Credit Event Determination Date was determined pursuant to paragraph (a)(i) of the definition of Credit Event Determination Date or paragraph (a) of the definition of Non-Standard Credit Event Determination Date and no Credit Event Resolution Request Date has occurred on or prior to the date falling three (3) Business Days after such Credit Event Determination Date,

then:

- (A) if Fallback Settlement Method – Cash Settlement is specified as applicable in the Applicable Transaction Terms, the Issuer shall redeem the Notes in accordance with Credit Linked Condition 3 (*Cash Settlement*) below; or
- (B) if Fallback Settlement Method – Physical Delivery is specified as applicable in the Applicable Transaction Terms, the Issuer shall redeem the Notes in accordance with Credit Linked Condition 4 (*Physical Settlement*) below.

If a Credit Event Determination Date has occurred and the Notes become redeemable in accordance with this Credit Linked Condition 2 (Auction Settlement), upon payment of the Credit Event Redemption Amounts in respect of the Notes, the Issuer shall have discharged its obligations in respect of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The Credit Event Redemption Amount(s) may be less than the Calculation Amount of a Credit Linked Note. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer or the Guarantor.

3. Cash Settlement

If a Credit Event Determination Date occurs, then where Cash Settlement is specified as the applicable Settlement Method in the Applicable Transaction Terms or if Credit Linked Condition 2(A) (*Auction Settlement*) above applies then, subject to any prior redemption in accordance with Credit Linked Condition 19 (*Early redemption of Reference Obligation Only Notes following a Substitution Event*), the Issuer shall give notice (such notice a "**Cash Settlement Notice**") to the Noteholders in accordance with Condition 14 (*Notices*) and redeem all but not some only of the Notes, and pay, in respect of each principal amount of Credit Linked Notes equal to the Calculation Amount set out in the Applicable Transaction Terms, the Credit Event Redemption Amount in the relevant Specified Currency on the Credit Event Redemption Date.

If a Credit Event Determination Date has occurred and the Notes become redeemable in accordance with this Credit Linked Condition 3 (Cash Settlement), upon payment of the Credit Event Redemption Amounts in respect of the Notes, the Issuer shall have discharged its obligations in respect of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The Credit Event Redemption Amount(s) may be less than the Calculation Amount of a Credit Linked Note. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer or the Guarantor.

4. Physical Settlement

If a Credit Event Determination Date occurs, then where Physical Delivery is specified as the applicable Settlement Method in the Applicable Transaction Terms or if Credit Linked Condition 2(B) (*Auction Settlement*) above applies then, subject to any prior redemption in accordance with Credit Linked Condition 19 (*Early redemption of Reference Obligation Only Notes following a Substitution Event*), the Issuer shall, following the receipt of a Calculation Agent Physical Settlement Notice, give notice (such notice a "**Notice of Physical Settlement**") to the Noteholders in accordance with Condition 14 (*Notices*) and redeem all but not some only of the Notes and Deliver in respect of each principal amount of Credit Linked Notes equal to the Calculation Amount the Deliverable Obligations comprising the Asset Amount on the Credit Settlement Date, subject to and in accordance with the Conditions, Credit Linked Condition 21 (*Physical Delivery*) and all other relevant terms of these Credit Linked Conditions.

In the Notice of Physical Settlement, the Issuer shall specify the Deliverable Obligations comprising the Asset Amount that it reasonably expects to Deliver and the Outstanding Principal Balance or Due and Payable Amount, as applicable, or the equivalent amount in the Settlement Currency (in each case the relevant "**Outstanding Amount**") and, if different, the face amount, of each such Deliverable Obligation. The aggregate Outstanding Amount of all Deliverable Obligations specified in the Notice of Physical Settlement that the Issuer intends to Deliver shall be the relevant "**Aggregate Outstanding Amount**". For the avoidance of doubt, the Issuer shall be entitled to select any of the Deliverable Obligations to constitute the Asset Amount, irrespective of their market value.

Asset Package Delivery 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 Credit 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. Notwithstanding the foregoing, if "Sovereign No Asset Package Delivery" is specified as applicable in the Applicable Transaction Terms, it shall be deemed that no Package Observable Bond exists with respect to a Reference Entity that is a Sovereign (even if such a Package Observable Bond has been published by ISDA) and accordingly, Asset Package Delivery shall not apply thereto. Where Asset Package Delivery applies, the provisions of paragraph (b) of the definition of "Deliver" below shall apply and the Calculation Agent may make any adjustment in relation to provisions for physical delivery and determination of the Asset Amount that it determines to be necessary or desirable to take account of the relevant Asset Package.

The Issuer may, from time to time, following receipt of a Calculation Agent Physical Settlement Amendment Notice, amend a Notice of Physical Settlement by delivering a notice to Noteholders in accordance with Condition 14 (*Notices*) (each such notification, a "**Physical Settlement Amendment Notice**") that the Issuer is replacing, in whole or in part, one or more Deliverable Obligations specified in the Notice of Physical Settlement or a prior Physical Settlement Amendment Notice, as applicable, (to the extent the relevant Deliverable Obligation has not been Delivered as of the date such Physical Settlement Amendment Notice is effective). A Physical Settlement Amendment Notice shall specify each replacement Deliverable Obligation that the Issuer will (subject to Credit Linked Condition 21 (*Physical Delivery*)) Deliver (each, a "**Replacement Deliverable Obligation**") and shall also specify the Outstanding Amount of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior Physical Settlement Amendment Notice, as applicable, that is being replaced (with respect to each such Deliverable Obligation, the "**Replaced Deliverable Obligation Outstanding Amount**"). The Outstanding Amount of each Replacement Deliverable Obligation identified in the Physical Settlement Amendment Notice shall be determined by applying the Revised Currency Rate to the relevant Replaced Deliverable Obligation Outstanding Amount. The Outstanding Amount of the Replacement Deliverable Obligation(s) specified in any Physical Settlement Amendment Notice in aggregate with the Outstanding Amount of the Deliverable Obligation(s) specified in the Notice of Physical Settlement or any earlier Physical Settlement Amendment Notice which, in each case, are not being replaced must not be greater than the Aggregate Outstanding Amount. Each such Physical Settlement Amendment Notice must be effective on or prior to the Credit Settlement Date (determined without reference to any change resulting from such Physical Settlement Amendment Notice). Notwithstanding the foregoing, (i) the Issuer may correct any errors or inconsistencies contained in the Notice of Physical Settlement or any Physical Settlement Amendment Notice, as applicable, by notice to Noteholders in accordance with Condition 14 (*Notices*) prior to the relevant Delivery Date; and (ii) if Asset Package Delivery is applicable, the Issuer shall, on the PSN Effective Date, or as soon as reasonably practicable thereafter (but in any case, prior to the Delivery Date), notify the Noteholders (in accordance with Condition 14 (*Notices*)) of the detailed

description of the Asset Package, if any, that the Issuer will Deliver in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or Physical Settlement Amendment Notice, as applicable, it being understood in each case that any such notice of correction shall not constitute a Physical Settlement Amendment Notice.

If "Mod R" is specified as applicable in the Applicable Transaction Terms and Restructuring is the only Credit Event specified in a Credit Event Notice, then, unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may be included in the Asset Amount only if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date in each case as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements.

If "Mod Mod R" is specified as applicable in the Applicable Transaction Terms and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may be included in the Asset Amount only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements. For the purposes of this paragraph only and notwithstanding the foregoing, 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.

If a Credit Event Determination Date has occurred and the Notes become redeemable in accordance with this Credit Linked Condition 4 (Physical Settlement), upon Delivery of the Deliverable Obligations Deliverable and/or payment of the Partial Cash Settlement Amounts, as the case may be, the Issuer shall have discharged its obligations in respect of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The value of such Deliverable Obligations and/or the Partial Cash Settlement Amount, as the case may be, may be less than the Calculation Amount of a Credit Linked Note. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer or the Guarantor.

5. Repudiation/Moratorium Extension

If "Repudiation/Moratorium" is specified as a Credit Event in the Applicable Transaction Terms, the provisions of this Credit Linked Condition 5 (*Repudiation/Moratorium Extension*) shall apply.

Where a Credit 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 Credit Linked Condition 8(y) (*Maturity Date Extension*) applies, the Postponed Cut-Off Date (as defined in Credit Linked Condition 8 (*Maturity Date Extension*)) and the Repudiation/Moratorium Evaluation Date in respect of such Potential Repudiation/Moratorium may, in the sole determination of the Calculation Agent, fall after the Scheduled Maturity Date, then the Calculation Agent shall notify the Noteholders in accordance with Condition 14 (*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:
 - (A) each principal amount of Notes equal to the Calculation Amount will be redeemed by the Issuer at the Final Redemption Amount on the fifth (5th) Business Day following the Repudiation/Moratorium Evaluation Date; and
 - (B) in the case of interest bearing Notes, the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the fifth (5th) Business Day following the Repudiation/Moratorium Evaluation Date and no further or other amount in respect

of interest shall be payable and no additional amount shall be payable in respect of such delay; or

- (ii) where a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date and a Credit Event Determination Date has occurred, the provisions of Credit Linked Condition 2 (*Auction Settlement*), Credit Linked Condition 3 (*Cash Settlement*) or Credit Linked Condition 4 (*Physical Settlement*), as applicable, shall apply to the Credit Linked Notes.

6. Grace Period Extension

If "Grace Period Extension" is specified as applicable in the Applicable Transaction Terms, the provisions of this Credit Linked Condition 6 (*Grace Period Extension*) shall apply.

Where a Credit Event Determination Date has not occurred on or prior to the Scheduled Maturity Date but, in the determination of the Calculation Agent, 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 the Calculation Agent shall notify the Noteholders in accordance with Condition 14 (*Notices*) that a Potential Failure to Pay has occurred and:

- (i) where a Failure to Pay has not occurred on or prior to the Grace Period Extension Date:
 - (A) each principal amount of Notes equal to the Calculation Amount will be redeemed by the Issuer at the Final Redemption Amount on the fifth (5th) Business Day following the Grace Period Extension Date; and
 - (B) in the case of interest bearing Notes, the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the fifth (5th) Business Day following the Grace Period Extension Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or
- (ii) where a Failure to Pay has occurred on or prior to the Grace Period Extension Date and a Credit Event Determination Date has occurred, the provisions of Credit Linked Condition 2 (*Auction Settlement*), Credit Linked Condition 3 (*Cash Settlement*) or Credit Linked Condition 4 (*Physical Settlement*), as applicable, shall apply to the Credit Linked Notes.

7. Credit Derivatives Determinations Committee Extension

If, in the determination of the Calculation Agent, a Credit Event Resolution Request Date or a Potential Credit Event has occurred and the Credit Derivatives Determinations Committee has not made its determination on or prior to the Scheduled Maturity Date, the Calculation Agent shall notify Noteholders in accordance with Condition 14 (*Notices*) that the Maturity Date has been postponed to a date (the "**DC Determination Postponement Date**") being the day falling five (5) Business Days after: (i) if the Credit Derivatives Determinations Committee Resolves that a Credit Event has occurred, fifteen (15) Business Days following the relevant DC Credit Event Announcement; (ii) if the Credit Derivatives Determinations Committee Resolves that a Credit Event has not occurred, the second (2nd) Business Day following the relevant DC No Credit Event Announcement; or, as applicable, (iii) fifteen (15) Business Days following the DC Credit Event Question Dismissal (the date of the relevant DC Credit Event Announcement, DC No Credit Event Announcement or DC Credit Event Dismissal, as applicable, the "**DC Determination Cut-off Date**") and:

- (i) where a Credit Event has not occurred on or prior to the DC Determination Cut-off Date:
 - (A) each principal amount of Credit Linked Notes equal to the Calculation Amount will be redeemed by the Issuer at the Final Redemption Amount on the DC Determination Postponement Date; and
 - (B) in the case of interest bearing Notes, the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Payment Date

immediately preceding the Scheduled Maturity Date or if none the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the DC Determination Postponement Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or

- (ii) where a Credit Event has occurred on or prior to the DC Determination Cut-off Date and a Credit Event Determination Date occurs, the provisions of Credit Linked Condition 2 (*Auction Settlement*), Credit Linked Condition 3 (*Cash Settlement*) or Credit Linked Condition 4 (*Physical Settlement*), as applicable, shall apply to the Credit Linked Notes.

8. Maturity Date Extension

For the avoidance of doubt, the following provisions may be applied on more than one occasion:

Without prejudice to Credit Linked Condition 10 (*Settlement Suspension*), if:

- (x) on or prior to (A) the Scheduled Maturity Date, (B), if applicable, the Repudiation/Moratorium Evaluation Date, (C) if Grace Period Extension is specified as applying in the Applicable Transaction Terms, the Grace Period Extension Date, (D) the last day of the Notice Delivery Period or (E) if applicable, the DC Determination Cut-off Date, as the case may be, a Credit Event Determination Date has not occurred but, in the determination of the Calculation Agent, a Credit Event or Potential Credit Event may have occurred or may occur; or
- (y) on or prior to the Scheduled Maturity Date, in the determination of the Calculation Agent, a Potential Repudiation/Moratorium may have occurred or may occur,

the Calculation Agent may at its option notify the Noteholders in accordance with Condition 14 (*Notices*) that (A) in the case of (x) above, the redemption of the Notes has been postponed and the Repudiation/Moratorium Evaluation Date, the Grace Period Extension Date, the last day of the Notice Delivery Period (which for these purposes shall apply in the case of both (x)(A) and (x)(D) above) or the DC Determination Cut-off Date, as the case may be, has been postponed to the Postponed Cut-Off Date or (B) in the case of (y) above, the redemption of the Notes has been postponed; and

where:

- (i) in the case of Credit Linked Condition 8(x), a Credit Event Determination Date has not occurred on or prior to the Postponed Cut-Off Date or, in the case of Credit Linked Condition 8(y), the Repudiation/Moratorium Extension Condition is not satisfied on or prior to the Postponed Cut-Off Date:
 - (A) subject as provided below, each principal amount of Notes equal to the Calculation Amount will be redeemed by the Issuer at the Final Redemption Amount on the Postponed Maturity Date; and
 - (B) in the case of interest bearing Notes, the Issuer shall be obliged to pay interest calculated as provided herein accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the Postponed Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or
- (ii) where:
 - (A) in the case of Credit Linked Condition 8(x), a Credit Event Determination Date occurs on or prior to the Postponed Cut-Off Date, the provisions of Credit Linked Condition 2 (*Auction Settlement*), Credit Linked Condition 3 (*Cash Settlement*) or Credit Linked Condition 4 (*Physical Settlement*), as applicable, shall apply to the Credit Linked Notes; or

- (B) in the case of Credit Linked Condition 8(y), the Repudiation/Moratorium Extension Condition is satisfied on or prior to the Postponed Cut-Off Date, the provisions of Credit Linked Condition 5 (*Repudiation/Moratorium Extension*) shall apply to the Credit Linked Notes.

For the purposes hereof:

"Postponed Cut-off Date" means (i) in the case of Credit Linked Condition 8(x), the fifteenth (15th) Business Day after the Scheduled Maturity Date, the relevant Repudiation/Moratorium Evaluation Date, the Grace Period Extension Date, the last day of the Notice Delivery Period or the DC Determination Cut-off Date, as the case may be; or (ii) in the case of Credit Linked Condition 8(y), the fifteenth (15th) Business Day after the Scheduled Maturity Date or, in each case, if such day is not a Business Day the immediately succeeding Business Day.

"Postponed Maturity Date" means the fifth (5th) Business Day following the Postponed Cut-off Date.

9. Partial Cash Settlement

If all or a portion of the Obligations comprising the Asset Amount are Undeliverable Obligations and/or Hedge Disruption Obligations that have not been Delivered by the Final Delivery Date, the Issuer shall give notice (a **"Partial Cash Settlement Notice"**) to the Noteholders in accordance with Condition 14 (*Notices*) and the Issuer shall pay in respect of each Undeliverable Obligation and/or Hedge Disruption Obligation, as the case may be, the Partial Cash Settlement Amount on the Partial Cash Settlement Date.

In the Partial Cash Settlement Notice, the Issuer must give details of why it is unable to deliver the relevant Undeliverable Obligations or Hedge Disruption Obligation, as the case may be.

For the purposes of this Credit Linked Condition 9 (*Partial Cash Settlement*) only the following terms shall be defined as follows (unless otherwise specified in the applicable Pricing Supplement):

"Indicative Quotation" means, in accordance with the Quotation Method, each quotation obtained from a Quotation Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, equal to the Quotation Amount, which reflects such Quotation Dealer's reasonable assessment of the price of such Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, based on such factors as such Quotation Dealer may consider relevant, which may include historical prices and recovery rates.

"Market Value" means, with respect to an Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, on a Valuation Date: (i) if more than three (3) 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 (1) such Full Quotations have the same highest or lowest value, then one (1) of such highest or lowest Full Quotations shall be disregarded); (ii) if exactly three (3) Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one (1) such Full Quotations have the same highest value or lowest value, then one (1) of such highest or lowest Full Quotations shall be disregarded); (iii) if exactly two (2) Full Quotations are obtained, the arithmetic mean of such Full Quotations; (iv) if fewer than two (2) Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation; (v) if Indicative Quotations are specified as applying in the Applicable Transaction Terms and exactly three (3) Indicative Quotations are obtained, the Indicative Quotation remaining after disregarding the highest and lowest Indicative Quotations (and, if more than one (1) such Indicative Quotations have the same highest or lowest value, then one (1) of such highest or lowest Indicative Quotations shall be disregarded); (vi) if fewer than two (2) Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three (3) Indicative Quotations are obtained) then, subject to paragraph (b) of the definition of "Quotation" below, an amount as determined by the Calculation Agent on the next Business Day on which at least two (2) Full Quotations or a Weighted Average Quotation or, if applicable, three (3) Indicative Quotations are obtained; and (vii) if fewer than two (2) Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three (3) Indicative Quotations are obtained) on the same Business Day on or prior to the tenth (10th) Business Day following the Valuation Date, the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth (10th) Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations

(or, if applicable, Indicative Quotations) for the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth (10th) 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 (or, if applicable, Indicative Quotations) were not obtained on such day.

"Partial Cash Settlement Amount" is deemed to be, for an Undeliverable Obligation or a Hedge Disruption Obligation, as the case may be, an amount calculated by the Calculation Agent equal to the greater of (i) (A) the Outstanding Principal Balance, the Due and Payable Amount or the Currency Amount, as applicable, of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, multiplied by (B) the Final Price with respect to such Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, determined as provided in this Credit Linked Condition, less (C) Unwind Costs, if any, (but excluding any Unwind Costs already taken into account in calculating the relevant Asset Amount), and (ii) zero, Provided That where (i) a relevant Undeliverable Obligation or Hedge Disruption Obligation forms part of the Asset Package and (ii) the Calculation Agent determines in its sole discretion that a Final Price cannot be reasonably determined in respect of such Undeliverable Obligation or Hedge Disruption Obligation, then the Partial Cash Settlement Amount (i) shall be an amount calculated by the Calculation Agent in its sole discretion equal to the fair market value of the relevant Undeliverable Obligation or Hedge Disruption Obligation less Unwind Costs, if any, (but excluding any Unwind Costs already taken into account in calculating the relevant Asset Amount), by reference to such source(s) as it determines appropriate and (ii) may be zero.

"Partial Cash Settlement Date" is deemed to be the date falling three (3) Business Days after (a) the date on which the Calculation Agent determines that the provisions of this Credit Linked Condition apply to the relevant Undeliverable Obligation or Hedge Disruption Obligation or, if later, (b) the calculation of the Final Price.

"Quotation" means each Full Quotation, the Weighted Average Quotation and, if Indicative Quotations are specified as applying in the Applicable Transaction Terms, each Indicative Quotation obtained and expressed as a percentage of the Outstanding Principal Balance or Due and Payable Amount, as applicable, of the relevant Undeliverable Obligation or Hedge Disruption Obligation with respect to a Valuation Date in the manner that follows:

- (a) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five (5) or more Quotation Dealers. If the Calculation Agent is unable to obtain two (2) or more such Full Quotations on the same Business Day within three (3) Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth (10th) Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five (5) or more Quotation Dealers, and, if two (2) or more Full Quotations are not available, a Weighted Average Quotation. If two (2) or more such Full Quotations or a Weighted Average Quotation are not available on any such Business Day and Indicative Quotations are specified as applying in the Applicable Transaction Terms, the Calculation Agent shall attempt to obtain three (3) Indicative Quotations from five (5) or more Quotation Dealers.
- (b) If the Calculation Agent is unable to obtain two (2) or more Full Quotations or a Weighted Average Quotation (or, if Indicative Quotations are specified as applying in the Applicable Transaction Terms, three (3) Indicative Quotations) on the same Business Day on or prior to the tenth (10th) Business Day following the Valuation Date, the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth (10th) Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth (10th) 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 (or, if applicable, Indicative Quotations) were not obtained on such day.
- (c) All Quotations shall be obtained in accordance with the specification or determination made pursuant to the definition of Accrued Interest in Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) below.

"**Quotation Amount**" is deemed to be, with respect to each type or issue of Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency which shall be converted by the Calculation Agent by reference to exchange rates in effect at the time that the relevant Quotation is being obtained), as applicable, of such Undeliverable Obligation or Hedge Disruption Obligation, as the case may be.

"**Quotation Method**" is deemed to be Bid.

"**Reference Obligation**" is deemed to be each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be.

"**Valuation Method**" is deemed to be Highest unless fewer than two (2) Full Quotations are obtained or a Weighted Average Quotation applies (or, if applicable, Indicative Quotations), in which case "Valuation Method" is deemed to be Market.

"**Valuation Time**" is the time specified as such in the Applicable Transaction Terms, or, if no such time is specified, 11:00 a.m. in the principal trading market for the Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be.

"**Weighted Average Quotation**" means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be, 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 that in aggregate is approximately equal to the Quotation Amount.

10. Settlement Suspension

(a) Suspension

Without prejudice to Credit Linked Condition 8 (*Maturity Date Extension*) above, if, following determination of a Credit Event Determination Date but prior to the Credit Settlement Date or, to the extent applicable, a Valuation Date, there is a DC Credit Event Meeting Announcement, the Calculation Agent may, at its option, determine that the applicable timing requirements of these Credit Linked Conditions, including, without limitation, in respect of Credit Linked Condition 2 (*Auction Settlement*), the definitions of Interest Payment Date, Credit Event Redemption Date, Valuation Date, Physical Settlement Period and PSN Cut-off Date and any other Credit Linked Condition provision(s) as determined by the Calculation Agent, shall toll and be suspended and remain suspended (such period of suspension, a "**Suspension Period**") until the date of the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal. During such suspension period none of the Issuer, the Calculation Agent or any Noteholder are obliged to, nor are they entitled to, take any action in connection with the settlement of the Notes. Once the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal has occurred, the relevant timing requirements of these Credit Linked Conditions that have previously tolled or been suspended shall resume on the Business Day following such public announcement by the DC Secretary with the Issuer having the benefit of the full day notwithstanding when the tolling or suspension began in accordance with this Credit Linked Condition 10.

In the event of any such Suspension Period, the Calculation Agent may (x) make such consequential or other adjustment(s) or determination(s) to or in relation to the Conditions and these Credit Linked Conditions as may be desirable or required either during or following any relevant Suspension Period to account for or reflect such suspension and (y) determine the effective date of such adjustment(s) or determination(s).

(b) Interest

In the case of interest bearing Notes:

- (i) if a Suspension Period falls in any one or more Interest Period(s), then no interest (or any interest on any delayed payment of interest) shall accrue during each portion of an Interest Period during which a Suspension Period exists; and

- (ii) if an Interest Payment Date falls in a Suspension Period, such Interest Payment Date will be deferred until such date as determined by the Calculation Agent falling no earlier than the first (1st) Business Day and no later than the fifth (5th) Business Day following the end of the Suspension Period, all subject to the provisions of Condition 5 (*Interest Provisions*) and Credit Linked Conditions 5 (*Repudiation/Moratorium Extension*), 6 (*Grace Period Extension*), 7 (*Credit Derivatives Determinations Committee Extension*) and 8 (*Maturity Date Extension*).

11. Redemption Following a Merger Event

If "Merger Event" is specified as applying in the Applicable Transaction Terms, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the Issuer may give notice to the Noteholders in accordance with Condition 14 (*Notices*) and redeem all but not some only of the Notes and pay in respect of each principal amount of the Notes equal to the Calculation Amount the Merger Event Redemption Amount on the Merger Event Redemption Date.

12. Definitions applicable to Credit Linked Notes

"**2.5-year Limitation Date**" has the meaning given to that term in the definition of "Limitation Date".

"**10-year Limitation Date**" has the meaning given to that term in the definition of "Limitation Date".

"**Accrued Interest**" means for the purpose of these Credit Linked Conditions:

- (a) in respect of any Notes for which "Physical Delivery" is specified to be the Settlement Method in the Applicable Transaction Terms (or for which Physical Delivery is applicable as the Fallback Settlement Method in accordance with Credit Linked Condition 2 (*Auction Settlement*)), the Outstanding Principal Balance of the Deliverable Obligations being Delivered will exclude accrued but unpaid interest, unless "Include Accrued Interest" is specified in the Applicable Transaction Terms, in which case, the Outstanding Principal Balance of the Deliverable Obligations being Delivered will include accrued but unpaid interest (as the Calculation Agent shall determine in its reasonable discretion);
- (b) in respect of any Notes for which "Cash Settlement" is specified to be the applicable Settlement Method in the Applicable Transaction Terms (or for which Cash Settlement is applicable as the Fallback Settlement Method in accordance with Credit Linked Condition 2 (*Auction Settlement*)), and:
 - (i) "Include Accrued Interest" is specified in the Applicable Transaction Terms, the Outstanding Principal Balance of the Reference Obligation shall include accrued but unpaid interest;
 - (ii) "Exclude Accrued Interest" is specified in the Applicable Transaction Terms, the Outstanding Principal Balance of the Reference Obligation shall not include accrued but unpaid interest; or
 - (iii) neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified in the Applicable Transaction Terms, the Calculation Agent shall determine, based on the then current market practice in the market of the Reference Obligation whether the Outstanding Principal Balance of the Reference Obligation shall include or exclude accrued but unpaid interest and, if applicable, the amount thereof; or
- (c) if Credit Linked Condition 9 (*Partial Cash Settlement*) applies, the Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation or Hedge Disruption Obligation (as applicable), whether such Quotations shall include or exclude accrued but unpaid interest.

"**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 Amount" means, subject to the provisions of Credit Linked Condition 21 (*Physical Delivery*), in respect of each principal amount of Credit Linked Notes equal to the Calculation Amount, Deliverable Obligations, as selected by the Calculation Agent, with:

- (a) in the case of Deliverable Obligations that are Borrowed Money, an Outstanding Principal Balance; or
- (b) in the case of Deliverable Obligations that are not Borrowed Money, a Due and Payable Amount,

(or, in the case of either (a) or (b), the equivalent Currency Amount of any such amount), in an aggregate amount as of the relevant Delivery Date at least equal to the Calculation Amount less, if Unwind Costs are specified as applying in the Applicable Transaction Terms, Deliverable Obligations with a market value determined by the Calculation Agent on the Business Day selected by the Calculation Agent falling during the period from and including the Credit Event Determination Date to and including the Delivery Date equal to the Unwind Costs.

"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 Holder in connection with such relevant Asset Package Credit Event (which may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be). If the Relevant Holder 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 Holder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero.

"Asset Package Credit Event" means:

- (a) if "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the Applicable Transaction Terms:
 - (i) a Governmental Intervention; or
 - (ii) a Restructuring in respect of the Reference Obligation, if "Restructuring" is specified as applicable in the Applicable Transaction Terms and such Restructuring does not constitute a Governmental Intervention; and
- (b) if the Reference Entity is a Sovereign and "Restructuring" is specified as applicable in the Applicable Transaction Terms, 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 Transfer Notice" means a duly completed asset transfer notice, the form of which may be obtained in the manner described in Credit Linked Condition 21 (*Physical Delivery*) below.

"Associated Costs" means an amount per principal amount of the Notes equal to the Calculation Amount equal to such Notes' *pro rata* share of the total amount of any and all costs associated or incurred by the Issuer, any Affiliate and/or Hedging Party (each as defined below) in connection with such early redemption, including, without limitation, any costs associated with unwinding, substituting, re-establishing and/or incurring any funding relating to the Notes and/or any costs associated with unwinding, substituting, re-establishing and/or incurring any Hedging Arrangements, all as determined by the Calculation Agent.

"Auction" shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

"Auction Cancellation Date" shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

"Auction Covered Transaction" shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

"Auction Final Price" means the lesser of (i) one hundred per cent. (100%) and (ii) the Auction Final Price as shall be set forth or referred to in the relevant Transaction Auction Settlement Terms.

"Auction Final Price Determination Date" shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

"Auction Settlement Date" shall mean the date that is the number of Business Days as shall be specified in the relevant Transaction Auction Settlement Terms (or, if a number of Business Days is not so specified, three (3) Business Days) immediately following the Auction Final Price Determination Date.

"Auction Settlement Notice" has the meaning given to that term in Credit Linked Condition 2 (*Auction Settlement*).

"Bankruptcy" means the Reference Entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (d) 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 (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty (30) calendar days of the institution or presentation thereof or before the Scheduled Maturity Date, whichever is earlier;
- (e) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) calendar days thereafter or before the Scheduled Maturity Date, whichever is earlier; or
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has any analogous effect to any of the events specified in paragraphs (a) to (g) above.

"Business Day Convention" means, for the purposes of these Credit Linked Conditions, the convention for adjusting any relevant date if it would otherwise fall on a day that is not a Business Day. The following terms, when used in conjunction with the term "Business Day Convention" and a date, shall mean that an adjustment will be made if that date would otherwise fall on a day that is not a Business Day so that:

- (a) if "Following" is specified as the applicable Business Day Convention in the Applicable Transaction Terms, that date will be the first following day that is a Business Day (the **"Following Business Day Convention"**);

- (b) if "Modified Following" is specified as the applicable Business Day Convention in the Applicable Transaction Terms, that date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day; and
- (c) if "Preceding" is specified as the applicable Business Day Convention in the Applicable Transaction Terms, that date will be the first preceding day that is a Business Day.

If no Business Day Convention is specified in the Applicable Transaction Terms, the Following Business Day Convention shall apply.

"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 specified in the Applicable Transaction Terms.

"Calculation Agent Physical Settlement Amendment Notice" means a notice by the Calculation Agent to the Issuer containing material information required to be included in a Physical Settlement Amendment Notice to be given by the Issuer.

"Calculation Agent Physical Settlement Notice" means a notice from the Calculation Agent to the Issuer containing material information required to be included in a Notice of Physical Settlement to be given by the Issuer.

"Cash Settlement Notice" has the meaning given to that term in Credit Linked Condition 3 (*Cash Settlement*).

"Clearance System" means DTC, Euroclear, Clearstream, Luxembourg, any successor operator and/or clearing system and/or any additional or alternative clearing system specified in the Applicable Transaction Terms.

"Conditionally Transferable Obligation" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, in each case as of each such date the Calculation Agent determines appropriate for purposes of the Hedging Arrangements provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if the Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Conditionally Transferable Obligation".

"Conforming Reference Obligation" means a Reference Obligation which is a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation below.

"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 www.isda.org (or any successor website thereto) from time to time and may be amended from time to time.

"Credit Derivatives Determinations Committee" means each committee established pursuant to the DC Rules for purposes of reaching certain DC Resolutions in connection with credit derivative transactions.

"Credit Event" means the occurrence of any one or more of the Credit Events specified in the Applicable Transaction Terms which may include Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring or Governmental Intervention, or any additional Credit Event specified in the applicable Pricing Supplement.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

- (a) any lack or alleged lack of authority or capacity of the Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;
- (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;
- (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

"Credit Event Backstop Date" means:

- (a) for purposes of any event that constitutes a Credit Event (or with respect to a Repudiation/Moratorium, if applicable, the event described in paragraph (b) of the definition of Repudiation/Moratorium) for the purposes of the relevant Notes, as determined by DC Resolution, the date that is sixty (60) calendar days prior to the Credit Event Resolution Request Date; or
- (b) otherwise, the date that is sixty (60) calendar days prior to the earlier of:
 - (i) if the Notice Delivery Date occurs during the Notice Delivery Period, the Notice Delivery Date; and
 - (ii) if the Notice Delivery Date occurs during the Post Dismissal Additional Period, the Credit Event Resolution Request Date.

The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

"Credit Event Determination Date" means, with respect to a Credit Event with respect to which:

- (a) Auction Settlement is the applicable Settlement Method:
 - (i) subject to paragraph (a)(ii) of this definition, 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; or
 - (ii) notwithstanding paragraph (a)(i) of this definition, 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 on or prior to the Exercise Cut-off Date,

provided that no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered 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, or the Calculation Agent otherwise determines this is consistent with the Hedging Arrangements; and

- (b) paragraph (a) of this definition does not apply, the Non-Standard Credit Event Determination Date,

provided that no Credit Event Determination Date will occur, and any Credit 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, the Credit Settlement Date, the Credit Event Redemption Date or the Maturity Date, as applicable, a DC No Credit Event Announcement Date occurs with respect to the relevant event.

If, in accordance with the provisions above, (i) following the determination of a Credit Event Determination Date, such Credit 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 Credit Event Determination Date or (B) not to have occurred or (ii) a Credit Event Determination Date is deemed to have occurred prior to one or more preceding Interest Payment Dates, the Calculation Agent will determine (1) such adjustment(s) to these Credit Linked Conditions (including any adjustment to payment amounts) as may be required to reflect (I) such deemed date of occurrence or (II) such deemed non-occurrence, achieve as far as practicable the same economic position of Securityholders as would have prevailed had a Credit Event Determination Date occurred on such deemed date of occurrence of such Credit Event Determination Date and (2) the effective date of such adjustment(s). For the avoidance of doubt, no accruals of interest shall be taken into account when calculating any adjustment to payment amounts.

"Credit Event Notice" means a notice from the Calculation Agent to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) 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 Scheduled Maturity 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 must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. 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. A Credit Event Notice shall be subject to the requirements regarding notices set out in Condition 14 (*Notices*).

"Credit Event Redemption Amount" means the amount specified as such in the Applicable Transaction Terms or, if no such amount is specified in the Applicable Transaction Terms, an amount calculated by the Calculation Agent equal to:

$$(A \times B) - C$$

where:

"A" is the Calculation Amount;

"B" is the Final Price or the Auction Final Price, as applicable; and

"C" is Unwind Costs,

provided that in no event shall the Credit Event Redemption Amount be less than zero.

"Credit Event Redemption Date" means, subject to Credit Linked Condition 10 (*Settlement Suspension*), the day falling the number of Business Days specified in the Applicable Transaction Terms (or, if a number of Business Days is not so specified, five (5) Business Days) following the latest of (i) the Auction Settlement Date or the calculation of the Final Price (if Cash Settlement applies or is

applicable as the Fallback Settlement Method), (ii) the Credit Event Determination Date and (iii) the date when the Credit Event Notice is delivered.

"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 Settlement Date" means, subject to the provisions of Credit Linked Condition 21 (*Physical Delivery*), in relation to any Deliverable Obligation, the last day of the longest Physical Settlement Period following the relevant PSN Cut-off Date (the **"Scheduled Credit Settlement Date"**) provided that:

- (a) if a Hedge Disruption Event has occurred and is continuing on the second (2nd) Business Day immediately preceding the Scheduled Credit Settlement Date, the Credit Settlement Date shall be the earlier of (i) the second (2nd) Business Day following the date on which no Hedge Disruption Event subsists and (ii) the day falling sixty (60) Business Days following the Scheduled Credit Settlement Date; or
- (b) if such day is not a Relevant Clearance Business Day, the immediately following Relevant Clearance Business Day.

"Currency Amount" means, with respect to (a) a Deliverable Obligation specified in a Notice of Physical Settlement that is denominated in a currency other than the Settlement Currency, an amount converted to the Settlement Currency using a conversion rate determined by reference to the Currency Rate and (b) a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice, an amount converted to the Settlement Currency (or, if applicable, back into the Settlement Currency) using a conversion rate determined by reference to the Currency Rate, if any, and each Revised Currency Rate used to convert each Replaced Deliverable Obligation Outstanding Amount specified in each Physical Settlement Amendment Notice with respect to that portion of the relevant Notes into the currency of denomination of the relevant Replacement Deliverable Obligation.

"Currency Rate" means, with respect to (a) a Deliverable Obligation specified in the Notice of Physical Settlement or any Physical Settlement Amendment Notice, as applicable, the rate of conversion between the Settlement Currency and the currency in which the Outstanding Amount of such Deliverable Obligation is denominated that is either (i) determined by reference to the Currency Rate Source as at the Next Currency Fixing Time or (ii) if such rate is not available at such time, determined by the Calculation Agent and (b) a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice, the Revised Currency Rate.

"Currency Rate Source" means the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee.

"Cut-off Date" is the date specified as such in the Applicable Transaction Terms.

"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 (14) calendar days following the No Auction Announcement Date, if any, as applicable.

"DC 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 constitutes 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 Scheduled Maturity 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 the 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 that constitutes a Credit Event has occurred.

"DC Credit Event Question Dismissal" means, with respect to the 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 Determination Cut-off Date" has the meaning given to that term in Credit Linked Condition 7 (*Credit Derivatives Determinations Committee Extension*).

"DC Determination Postponement Date" has the meaning given to that term in Credit Linked Condition 7 (*Credit Derivatives Determinations Committee Extension*).

"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.

"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 ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

"DC Secretary" has the meaning given to that term in the DC Rules.

"Default Requirement" means the amount specified as such in the Applicable Transaction Terms or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency or, if no such amount is specified in the Applicable Transaction Terms, USD10,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Credit Event.

"Deliver" means:

- (a) to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, with respect to Deliverable Obligations where only equitable title is customarily conveyed, all equitable title) and interest in the Asset Amount to the relevant Noteholder free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearance system, but including without limitation any counterclaim, defence (other than a counterclaim or defence based on the factors set out in paragraphs (a) to (d) in the definition of "Credit Event" above) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor) provided that (i) if all or a portion of the Asset Amount consists of Direct Loan Participations, "Deliver" means to create (or procure the creation of) a participation in favour of the relevant Noteholder and (ii) if a Deliverable Obligation is a Guarantee, "Deliver" means to Deliver both the Underlying Obligation and the Guarantee, provided further that if the Guarantee has a Fixed Cap, "Deliver" means to Deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap. **"Delivery"** and **"Delivered"** will be construed accordingly. In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time.
- (b) If Asset Package Delivery applies (i) Delivery of a Prior Deliverable Obligation or a Package Observable Bond specified in the Notice of Physical Settlement or Physical Settlement Amendment Notice, as applicable, may be satisfied by Delivery of 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 Deliverable Obligation or Package Observable Bond to which it corresponds immediately prior to the Asset Package Credit Event, (ii) paragraph (a) above shall be deemed to apply to each Asset in the Asset

Package provided that if any such Asset is not a Bond, it shall be treated as if it were a Loan for these purposes, (iii) if the Asset Package is zero, the Outstanding Amount of the Prior Deliverable Obligation or Package Observable Bond shall be deemed to have been Delivered in full three (3) Business Days following the date on which the Issuer has notified the Noteholders in accordance with Credit Linked Condition 4 (*Physical Settlement*) of the detailed description of the Asset Package that it intends to Deliver, (iv) the Issuer may satisfy its obligation to make Delivery of the Prior Deliverable Obligation or Package Observable Bond in part by Delivery of each Asset in the Asset Package in the correct proportion and (v) 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 and the term "Asset Package" shall be construed accordingly.

"Deliverable Obligation" means:

- (a) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in "(A) Method for Determining Deliverable Obligations" below;
- (b) the Reference Obligation;
- (c) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Deliverable Obligation; and
- (d) if Asset Package Delivery is applicable, (i) if Financial Reference Entity Terms is specified as applicable in the Applicable Transaction Terms, any Prior Deliverable Obligation, or (ii) if the Reference Entity is a Sovereign, any Package Observable Bond,

in each case, (i) unless it is an Excluded Deliverable Obligation and (ii) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for purposes of paragraph (d) above, immediately prior to the relevant Asset Package Credit Event).

- (i) *Method for Determining Deliverable Obligations.* For the purposes of this definition of "Deliverable Obligation", the term "Deliverable Obligation" may be defined as each obligation of the Reference Entity described by the Deliverable Obligation Category specified in the Applicable Transaction Terms, and, subject to paragraph (ii) below, having each of the Deliverable Obligation Characteristics, if any, specified in the Applicable Transaction Terms, in each case, as of each such date the Calculation Agent determines relevant for purposes of the Hedging Arrangements. The following terms shall have the following meanings:

(A) **"Deliverable Obligation Category"** means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan (each as defined in the definition of "Obligation" below, except that, for the purpose of determining Deliverable Obligations, the definition of "Reference Obligation Only" shall be amended to state that no Deliverable Obligation Characteristics shall be applicable to Reference Obligation Only).

(B) **"Deliverable Obligation Characteristics"** means any one or more of Not Subordinated, Credit Linked Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance (each as defined in the definition of "Obligation" below), Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer, where:

- (1) **"Assignable Loan"** means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if the Reference Entity is guaranteeing such Loan) or any agent;

- (2) **"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 the Reference Entity is guaranteeing such loan) or any agent;
- (3) **"Direct Loan Participation"** means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Noteholder that provides each Noteholder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Noteholder and either (A) the Issuer or the Guarantor, as the case may be (to the extent that the Issuer or the Guarantor, as applicable, is 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);
- (4) **"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 U.S. 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;
- (5) **"Maximum Maturity"** means an obligation that has a remaining maturity of not greater than the period specified in the Applicable Transaction Terms (or, if no such period is specified, thirty (30) years);
- (6) **"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
- (7) **"Not Bearer"** means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream, International or any other internationally recognised clearing system.

(ii) *Interpretation of Provisions.*

- (A) If either of the Obligation Characteristics "Listed" or "Not Domestic Issuance" is specified in the Applicable Transaction Terms, the Applicable Transaction Terms shall be construed as though the relevant Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds.
- (B) If: (i) either of the Deliverable Obligation Characteristics "Listed", "Not Domestic Issuance" or "Not Bearer" is specified in the Applicable Transaction Terms, the Applicable Transaction Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic

only with respect to Bonds; (ii) the Deliverable Obligation Characteristic "Transferable" is specified in the Applicable Transaction Terms, the Applicable Transaction Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans; or (iii) any of the Deliverable Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified in the Applicable Transaction Terms, the Applicable Transaction Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans.

- (C) If more than one of "Assignable Loan", "Consent Required Loan" and "Direct Loan Participation" are specified as Deliverable Obligation Characteristics in the Applicable Transaction Terms, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.
- (D) If an Obligation or a Deliverable Obligation is a Relevant Guarantee, the following will apply:
 - (1) for purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation;
 - (2) for purposes of the application of the Obligation Characteristics or the Deliverable 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 Deliverable Obligation Characteristics, if any, specified in the Applicable Transaction Terms from the following list: "Not Subordinated", "Credit Linked Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law";
 - (3) for purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the Applicable Transaction Terms 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
 - (4) for purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.
- (E) For purposes of the application of the Deliverable Obligation Characteristic "Maximum Maturity", remaining maturity shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the remaining maturity shall be zero.
- (F) If "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the Applicable Transaction Terms, if an obligation would otherwise satisfy a particular Obligation Characteristic or Deliverable 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 Deliverable Obligation Characteristic.

- (G) For purposes of determining the applicability of Deliverable Obligation Characteristics and the requirements specified in the paragraphs commencing "If "Mod R" ..." and "If "Mod Mod R" ..." in Credit Linked Condition 4 (Physical Settlement) to a Prior Deliverable 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.
- (H) If "Subordinated European Insurance Terms" is specified as applicable in the Applicable Transaction Terms, if an obligation would otherwise satisfy the "Maximum Maturity" Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Deliverable Obligation Characteristic.
- (I) Where the Standard Terms are applicable to determine the Deliverable Obligations the row entitled "Physical Settlement Period" shall not be applicable.

For the avoidance of doubt the provisions of this paragraph (ii) apply in respect of the definitions of Obligation and Deliverable Obligation as the context admits.

"Deliverable Obligation Terms" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

"Delivery Date" means, with respect to a Deliverable Obligation or an Asset Package, the date such Deliverable Obligation is Delivered (or deemed to be Delivered pursuant to the definition of "Deliver" above).

"Domestic Currency" means the currency specified as such in the Applicable Transaction Terms and any successor currency thereto (or, if no such currency is specified, the lawful currency and any successor currency of (a) the Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if the Reference Entity is not a Sovereign).

"Domestic Law" means each of the laws of (a) the Reference Entity, if such Reference Entity is a Sovereign, or (b) 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. (50%) owned, directly or indirectly, by the Reference Entity. As used herein, **"Voting Shares"** shall mean those shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

"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 either (A) the relevant PSN Effective Date (or, if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (B) the relevant Valuation Date, as applicable.

"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:

- (a) Any:
 - (i) bank or other financial institution;
 - (ii) insurance or reinsurance company;

- (iii) mutual fund, unit trust or similar collective investment vehicle (other than an entity described in sub-paragraph (c)(i) below); and
 - (iv) registered or licensed broker or dealer (other than a natural person or proprietorship),

provided, however, in each case that such entity has total assets of at least U.S.\$500 million;
- (b) an Affiliate of an entity specified in paragraph (a);
- (c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:
 - (i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that (A) has total assets of at least U.S.\$100 million or (B) is one of a group of investment vehicles under common control or management having, in aggregate, total assets of at least U.S.\$100 million; or
 - (ii) that has total assets of at least U.S.\$500 million; or
 - (iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support or other agreement by an entity described in sub-paragraph (a), (b), (c)(ii) or (d); or
- (d) any Sovereign; or
- (e) any entity or organisation established by treaty or other arrangement between two (2) 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 U.S.\$ include equivalent amounts in other currencies in each case as determined by the Calculation Agent.

"Excluded Deliverable Obligation" means:

- (a) any obligation of a Reference Entity specified as such or of a type described in the Applicable Transaction Terms;
- (b) any principal only component of a Bond from which some or all of the interest components have been stripped; and
- (c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

"Excluded Obligation" means:

- (a) any obligation of a Reference Entity specified as such or of a type described in the Applicable Transaction Terms;
- (b) if "Financial Reference Entity Terms" is specified as applicable in the Applicable Transaction Terms and (i) the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (ii) there is no Reference Obligation or Prior Reference Obligation, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and
- (c) if "Financial Reference Entity Terms" is specified as applicable in the Applicable Transaction Terms and the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

"Exercise Cut-off Date" means either:

- (a) with respect to an M(M)R Restructuring and any Note to which paragraph (a) of the definition of Credit Event Determination Date above applies:
 - (i) 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 (5) Relevant City Business Days following the date on which such Final List is published; or
 - (ii) otherwise, the date that is fourteen (14) calendar days following the relevant No Auction Announcement Date; or
- (b) with respect to a Credit Event where paragraph (a) of the definition of Credit Event Determination Date does not apply, the relevant Non-Standard Exercise Cut-off Date,

or, in each case, such other date as the relevant Credit Derivatives Determinations Committee Resolves.

"Extension Date" means the latest of:

- (a) the Scheduled Maturity Date;
- (b) the Grace Period Extension Date if (i) "Failure to Pay" and "Grace Period Extension" are specified as applying in the Applicable Transaction Terms and (ii) the Potential Failure to Pay with respect to the relevant Failure to Pay occurs on or prior to the Scheduled Maturity Date; and
- (c) the Repudiation/Moratorium Evaluation Date (if any) if "Repudiation/Moratorium" is specified as applicable in the Applicable Transaction Terms, as applicable.

"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 provided that, if an occurrence that would constitute a Failure to Pay (a) 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 (b) 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, with respect to any Notes for which Auction Settlement is specified as the applicable Settlement Method in the Applicable Transaction Terms, the fallback settlement method specified in the Applicable Transaction Terms.

"Final Delivery Date" has the meaning given to that term in Credit Linked Condition 21 (*Physical Delivery*).

"Final List" has the meaning given in the DC Rules.

"Final Price" means the price of the relevant Reference Obligation(s), as the case may be, expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount, as applicable, which shall be the lesser of (a) one hundred per cent. (100%) and (b) the price determined in accordance with the Valuation Method specified in the Applicable Transaction Terms or, where applicable, Credit Linked Condition 9 (*Partial Cash Settlement*). The Calculation Agent shall, as soon as practicable after obtaining all Quotations for a Valuation Date, make available for inspection by Noteholders at the specified office of the Principal Paying Agent or, (in the case of Book-Entry Notes) the specified office of the Iberclear Paying Agent, (i) each such Quotation that it receives in connection with the calculation of the Final Price and (ii) a written computation showing its calculation of the Final Price.

"Fixed Cap" means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the 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 Quotation Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Reference Obligation with an Outstanding Principal Balance or Due and Payable Amount equal to the Quotation Amount.

"Fully Transferable Obligation" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation other than Bonds, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Fully Transferable Obligation".

"Further Subordinated Obligation" means, in respect of a Reference Entity, if the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

"Governmental Authority" means:

- (a) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof);
- (b) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (c) 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 all of its obligations; or
- (d) any other authority which is analogous to any of the entities specified in paragraphs (a) to (c) 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:

- (a) any event which would affect creditors' rights so as to cause:
 - (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; or
 - (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;
- (b) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;
- (c) a mandatory cancellation, conversion or exchange; or

- (d) any event which has an analogous effect to any of the events specified in paragraphs (a) to (c).

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:

- (a) subject to paragraphs (b) and (c) below, the applicable grace period with respect to payments under and in accordance with the terms of the relevant Obligation in effect as of the date as of which such Obligation is issued or incurred;
- (b) if "Grace Period Extension" is specified as applying in the Applicable Transaction Terms, a Potential Failure to Pay has occurred on or prior to the Scheduled Maturity Date and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Maturity Date, the Grace Period will be deemed to be the lesser of such grace period and the period specified as such in the Applicable Transaction Terms or, if no period is specified in the Applicable Transaction Terms, thirty (30) calendar days; and
- (c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three (3) Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three (3) Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless Grace Period Extension is specified as applying in the Applicable Transaction Terms, such deemed Grace Period shall expire no later than the Scheduled Maturity Date.

"Grace Period Business Day" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified (a) if the Obligation Currency is the euro, a day on which the TARGET2 System is open, 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, if:

- (a) "Grace Period Extension" is specified as applying in the Applicable Transaction Terms; and
- (b) a Potential Failure to Pay occurs on or prior to the Scheduled Maturity Date,

the date falling 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 in the Applicable Transaction Terms, Grace Period Extension shall not apply.

"Guarantee" means a Relevant Guarantee or a guarantee which is the Reference Obligation.

"Hedge Disruption Event" means in the opinion of the Calculation Agent any event (including, without limitation, any delay in settlement of any Auction) as a result of which the Issuer and/or any of its Affiliates cannot (a) obtain the relevant Deliverable Obligation(s) under the terms of the Issuer's Hedging Arrangements and/or (b) maintain, adjust, enter into or exercise rights under its Hedging Arrangements in each case in such a manner as is necessary to meet its obligations in full as these fall due solely with amounts or assets which it is entitled to receive under the Hedging Arrangements on the relevant due date(s) therefor.

"Hedge Disruption Obligation" means a Deliverable Obligation included in the Asset Amount which, on the Credit Settlement Date for such Deliverable Obligation, the Calculation Agent determines cannot be Delivered as a result of a Hedge Disruption Event.

"Hedging Arrangements" means any underlying or related transaction(s), asset(s) or trading position(s) or arrangements the Issuer and/or any of its Affiliates or agents may enter into or hold from time to time (including, if applicable, on a portfolio basis) to hedge directly or indirectly and whether in whole or in part the credit or other price risk or funding of the Issuer issuing and performing its obligations with respect to the Credit Linked Notes.

"Hedging Party" means the Issuer and/or any Affiliate and/or any other party which conducts Hedging Arrangements.

"Ibclear Settlement Instruction" has the meaning given to it in Credit Linked Condition 21 (*Physical Delivery*).

"Intervening Period" means such period of time as any person other than the relevant Noteholder shall continue to be registered as the legal owner of any securities or other obligations comprising an Asset Amount (including, for the avoidance of doubt, any Deliverable Obligations).

"ISDA" means the International Swaps and Derivatives Association, Inc.

"Japanese Default Requirement" means, if the Specified Currency is Japanese Yen, JPY1,000,000,000, or in all other cases, U.S.\$10,000,000 or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event.

"Japanese Payment Requirement" means, if the Specified Currency of the Notes is Japanese Yen, JPY100,000,000, or in all other cases, U.S.\$1,000,000 or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency as of the occurrence of the Failure to Pay or Potential Failure to Pay, as applicable.

"Largest Asset Package" means, in respect of a Prior Deliverable Obligation or a Package Observable Bond, as the case may be, the package of Assets for which the greatest amount of principal of such Prior Deliverable Obligation or Package Observable Bond 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 realisable value, determined by the Calculation Agent in accordance with the methodology, if any, determined by the relevant Credit Derivatives Determinations Committee.

"Latest Maturity Restructured Bond or Loan" has the meaning given to that term in the definition of "Restructuring Maturity Limitation Date".

"Limitation Date" means the first of 20 March, 20 June, 20 September or 20 December 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.

"London Business Day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.

"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 Applicable Transaction Terms.

"Market Value" means, with respect to the Reference Obligation on a Valuation Date:

- (a) if more than three (3) 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 (1) such Full Quotations have the same highest value or lowest value, then one (1) of such highest or lowest Full Quotations shall be disregarded);
- (b) if exactly three (3) Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one (1) such Full Quotations have the same highest value or lowest value, then one (1) of such highest or lowest Full Quotations shall be disregarded);
- (c) if exactly two (2) Full Quotations are obtained, the arithmetic mean of such Full Quotations;
- (d) if fewer than two (2) Full Quotations and a Weighted Average Quotation is obtained, such Weighted Average Quotation;

- (e) if fewer than two (2) Full Quotations are obtained and no Weighted Average Quotation is obtained, subject as provided in the definition of Quotation, an amount the Calculation Agent shall determine on the next Business Day on which two (2) or more Full Quotations or a Weighted Average Quotation is obtained; and
- (f) if two (2) or more Full Quotations or a Weighted Average Quotation are not obtained on or prior to the tenth (10th) Business Day following the applicable Valuation Date the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth (10th) Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Quotation Dealers at the Valuation Time on such tenth (10th) 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.

"Merger Event" means that, at any time during the period from (and including) the Trade Date to (but excluding) the Scheduled Maturity Date, either (a) the Issuer, the Guarantor or a Reference Entity (any such entity, the **"Mergor"**) consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to (i) where the Mergor is the Issuer or the Guarantor, a Reference Entity or (ii) where the Mergor is a Reference Entity, the Issuer or the Guarantor, or (b) (i) the Issuer or the Guarantor and (ii) a Reference Entity become Affiliates.

"Minimum Quotation Amount" means the amount specified as such in the Applicable Transaction Terms (or its equivalent in the relevant Obligation Currency) or, if no such amount is so specified, the lower of (a) USD1,000,000 (or its equivalent in the relevant Obligation Currency) and (b) the Quotation Amount.

"Modified Eligible Transferee" means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

"Modified Restructuring Maturity Limitation Date" means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Date.

Subject to the foregoing, if the Scheduled Maturity Date is later than the 10-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Scheduled Maturity Date.

In connection with the above, the final maturity date shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

"Movement Option" means, with respect to an M(M)R Restructuring for which a No Auction Announcement Date has occurred pursuant to paragraph (b) or (c)(ii) of the definition of No Auction Announcement Date, the option of the Issuer to apply to the Notes, for purposes of settlement, the Parallel Auction Settlement Terms, if any, for purposes of which the Permissible Deliverable Obligations are more limited than the Deliverable Obligations that could apply in respect of the Reference 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 no Notice to Exercise Movement Option is delivered by the Issuer on or prior to the Movement Option Cut-off Date, the Notes will be settled in accordance with the Fallback Settlement Method. If a Notice to Exercise Movement Option is delivered by the Issuer on or prior to the Movement Option Cut-off Date, such event will be notified to Noteholders in accordance with Condition 14 (*Notices*).

"Movement Option Cut-off Date" means the date that is one (1) Relevant City Business Day following the Exercise Cut-off Date, or such other date as the relevant Credit Derivatives Determinations Committee has Resolved.

"Next Currency Fixing Time" means 4:00 p.m. (London time) on the London Business Day immediately following the date on which the Notice of Physical Settlement or relevant Physical Settlement Amendment Notice or relevant Partial Cash Settlement Notice, as applicable, is effective.

"No Auction Announcement Date" means, with respect to a Credit Event, the date the DC Secretary first publicly announces that:

- (a) no Transaction Auction Settlement Terms and, if applicable, no Parallel Auction Settlement Terms will be published;
- (b) following the occurrence of an M(M)R Restructuring, no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or
- (c) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held following a prior public announcement by the DC Secretary to the contrary, in circumstances where either:
 - (i) no Parallel Auction will be held; or
 - (ii) one or more Parallel Auctions will be held.

"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 Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above 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 Credit Event Determination Date" means, with respect to a Credit Event:

- (a) subject to paragraph (b) of this definition, 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
- (b) notwithstanding paragraph (a) of this definition, 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:
 - (i) the Credit Event Resolution Request Date, if either:
 - (A) (1) "Auction Settlement" is not the applicable Settlement Method;
 - (2) the relevant Credit Event is not an M(M)R Restructuring; and
 - (3) the Trade Date occurs on or prior to the date of the DC Credit Event Announcement; or
 - (B) the relevant Credit Event is an M(M)R Restructuring and a Credit Event Notice is delivered on or prior to the Non-Standard Exercise Cut-off Date; or
 - (ii) the first date on which a Credit Event Notice is delivered 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 (14) 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 either:
 - (A) (1) "Auction Settlement" is not the applicable Settlement Method;
 - (2) the relevant Credit Event is not an M(M)R Restructuring; and

- (3) 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; or
- (B) the Calculation Agent determines this is otherwise consistent with the Hedging Arrangements,

provided that no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered 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 or the Calculation Agent determines this is otherwise consistent with the Hedging Arrangements.

"Non-Standard Exercise Cut-off Date" means, with respect to a Credit Event to which paragraph (a) of the definition of "Credit Event Determination Date" does not apply:

- (a) if such Credit Event is not an M(M)R Restructuring, either:
 - (i) the Relevant City Business Day prior to the Auction Final Price Determination Date, if any;
 - (ii) the Relevant City Business Day prior to the Auction Cancellation Date, if any; or
 - (iii) the date that is fourteen (14) calendar days following the No Auction Announcement Date, if any, as applicable; or
- (b) if such Credit Event is an M(M)R Restructuring and:
 - (i) 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 (5) Relevant City Business Days following the date on which such Final List is published; or
 - (ii) otherwise, the date that is fourteen (14) calendar days following the relevant No Auction Announcement Date.

"Non-Standard Reference Obligation" means, in respect of the Reference Entity, 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 the first date on which both a Credit Event Notice and, unless "Notice of Publicly Available Information" is specified as not applicable in the Applicable Transaction Terms, a Notice of Publicly Available Information have been delivered by the Calculation Agent.

"Notice Delivery Period" means the period from and including the Trade Date to and including the date that is fifteen (15) Business Days after the Extension Date.

"Notice of Physical Settlement" has the meaning given to that term in Credit Linked Condition 4 (*Physical Settlement*).

"Notice of Publicly Available Information" means a notice from the Calculation Agent to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. The notice given must contain a copy or description in reasonable detail of the relevant Publicly Available Information. If "Notice of Publicly Available Information" is specified as applicable in the Applicable Transaction Terms and a Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available

Information. A Notice of Publicly Available Information shall be subject to the requirements regarding notices in Credit Linked Condition 16 (*Determinations and Notices*).

"Notice to Exercise Movement Option" means, with respect to Notes for which (a) an M(M)R Restructuring applies and (b) the Fallback Settlement Method would otherwise be applicable pursuant to the Auction Settlement provisions, a notice from the Calculation Agent to the Issuer that (i) specifies the Parallel Auction Settlement Terms applicable in accordance with the definition of Movement Option and (ii) is effective on or prior to the Movement Option Cut-off Date.

"Obligation" means:

- (a) any obligation of the Reference Entity (either directly or as a provider of a Relevant Guarantee) determined pursuant to the method described in "Method for Determining Obligations" below; and
- (b) the Reference Obligation,

in each case unless it is an Excluded Obligation.

For the purposes of paragraph (a) of this definition of Obligation, the term "Obligation" may be defined as each obligation of the Reference Entity described by the Obligation Category specified in the Applicable Transaction Terms, and having each of the Obligation Characteristics (if any) specified in the Applicable Transaction Terms, 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. The following terms shall have the following meanings:

- (a) **"Obligation Category"** means Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the Applicable Transaction Terms, where:
 - (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) **"Reference Obligation Only"** means any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligation Only;
 - (iv) **"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;
 - (v) **"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
 - (vi) **"Bond or Loan"** means any obligation that is either a Bond or a Loan.
- (b) **"Obligation Characteristics"** means any one or more of Not Subordinated, Credit Linked Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance specified in the Applicable Transaction Terms, where:
 - (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 other similar arrangement providing that (I) upon the liquidation, dissolution, reorganisation or winding-up of the Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation or (II) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the 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 applicable to the relevant Notes, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise (II) the obligation specified in the Applicable Transaction Terms 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) **"Credit Linked Specified Currency"** means an obligation that is payable in the currency or currencies specified as such in the Applicable Transaction Terms (or, if Credit Linked Specified Currency is specified in the Applicable Transaction Terms and no currency is so specified, any Standard Specified Currency) provided that if euro is a Credit Linked Specified Currency, "Credit Linked 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 organisation established by treaty or other arrangement between two (2) 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 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 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 the Reference Entity under one or more Obligations.

"Obligation Currency" means the currency or currencies in which the 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 the Reference Entity (either directly or as provider of a guarantee) which is specified as the Reference Obligation in respect of such Reference Entity in the Applicable Transaction Terms (if any is so specified) provided that if an obligation is not an obligation of the Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation for purposes of the relevant Notes (other than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) unless (a) in respect of a Series of Notes this definition of "Original Non-Standard Reference Obligation" is specifically amended or overridden in the applicable Pricing Supplement, or (b) the relevant Notes are Reference Obligation Only Notes.

"Outstanding Amount" has the meaning given to that term in Credit Linked Condition 4 (Physical Settlement).

"Outstanding Principal Balance" means the outstanding principal balance of an obligation which will be calculated as follows:

- (a) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where applicable in accordance with the definition of Accrued Interest above, the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee, will be the lower of (i) 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 (ii) the amount of the Fixed Cap, if any);
- (b) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation (i) is subject to any Prohibited Action, or (ii) 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 (A) payment or (B) a Permitted Contingency) (the amount determined in accordance with paragraph (a) above less any amounts subtracted in accordance with this paragraph (b), the **"Non-Contingent Amount"**); and
- (c) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

- (i) unless otherwise specified, in accordance with the terms of the obligation in effect on either (A) the relevant PSN Effective Date (or, if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (B) the relevant Valuation Date; and

- (ii) 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).

"Package Observable Bond" means, in respect of a Reference Entity which is a Sovereign, any obligation (a) which is identified as such and published by ISDA on its website at 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 (b) which fell within paragraph (a) or (b) of the definition of Deliverable Obligation (above), in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

"Parallel Auction" means "Auction" as such term shall be defined in the relevant Parallel Auction Settlement Terms.

"Parallel Auction Cancellation Date" means "Auction Cancellation Date" as such term shall be defined in the relevant Parallel Auction Settlement Terms.

"Parallel Auction Settlement Terms" means, following the occurrence of an M(M)R Restructuring, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such M(M)R Restructuring, and for which (a) the Deliverable Obligation Terms are the same as the Reference Transaction and (b) the Reference Transaction would not be an Auction Covered Transaction provided that, if no such Credit Derivatives Auction Settlement Terms are published, the Calculation Agent may select in its sole discretion the applicable Credit Derivatives Auction Settlement Terms.

"Parallel Notice of Physical Settlement Date" means "Notice of Physical Settlement Date" as defined in the relevant Parallel Auction Settlement Terms.

"Payment Requirement" means the amount specified as such in the Applicable Transaction Terms or its equivalent in the relevant Obligation Currency or, if no such amount is specified in the Applicable Transaction Terms, USD1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

"Permissible Deliverable Obligations" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included in the Final List pursuant to the Deliverable Obligation Terms applicable to the relevant Auction.

"Permitted Contingency" means, with respect to an obligation, any reduction to the Reference Entity's payment obligations:

- (a) as a result of the application of:
 - (i) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of the Reference Entity;
 - (ii) provisions implementing the Subordination of the obligation;
 - (iii) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of the Reference Entity from its payment obligations in the case of any other Guarantee);
 - (iv) if "Subordinated European Insurance Terms" are specified as applicable in the Applicable Transaction Terms, any Solvency Capital Provisions; or
 - (v) if "Financial Reference Entity Terms" are specified as applicable in the Applicable Transaction Terms, provisions which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention; or
- (b) which is within the control of the holders 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 the Reference Entity to the same single transferee.

"Physical Settlement Amendment Notice" has the meaning given to that term in Credit Linked Condition 4 (*Physical Settlement*).

"Physical Settlement Period" means, subject to Credit Linked Condition 10 (*Settlement Suspension*), the number of Business Days specified as such in the Applicable Transaction Terms or, if a number of Business Days is not so specified, then, with respect to a Deliverable Obligation comprising the Asset Amount, the longest number of Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent provided that if the Issuer has notified the Noteholders in accordance with Credit Linked Condition 4 (*Physical Settlement*) that it will Deliver an Asset Package in lieu of a Prior Deliverable Obligation or a Package Observable Bond, the Physical Settlement Period shall be thirty-five (35) Business Days.

"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 (14) 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 Credit Event" means a Potential Failure to Pay (if Failure to Pay is an applicable Credit Event in respect of the Reference Entity), a Potential Repudiation/Moratorium (if Repudiation/Moratorium is an applicable Credit Event in respect of the Reference Entity) or, if a Credit Event Resolution Request Date has occurred and the relevant Credit Derivatives Determinations Committee has not made its determination, such event will be deemed to be a Potential Credit Event. A Credit Derivatives Determinations Committee and the Calculation Agent may each determine whether a Potential Failure to Pay or a Potential Repudiation/Moratorium has occurred.

"Potential Failure to Pay" means 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, 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 paragraph (a) of the definition of Repudiation/Moratorium.

"Prior Deliverable Obligation" means:

- (a) 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 the Reference Entity which (i) existed immediately prior to such Governmental Intervention, (ii) was the subject of such Governmental Intervention and (iii) fell within paragraph (a) or (b) of the definition of Deliverable Obligation above, in each case, immediately preceding the date on which such Governmental Intervention was legally effective; or
- (b) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of the 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, defence (other than a counterclaim or defence based on the factors set forth in (a) to (d) of the definition of Credit Event above) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor.

"PSN Cut-off Date" means subject, where applicable, to Credit Linked Condition 10 (*Settlement Suspension*):

- (a) subject to paragraph (b) below, the later of:
 - (i) the thirtieth (30th) calendar day after the Credit Event Determination Date; and
 - (ii) the tenth (10th) calendar day after either the date of the relevant DC Credit Event Announcement or of the relevant DC Credit Event Question Dismissal, if any (or, if the relevant Credit Event is an M(M)R Restructuring, the tenth (10th) calendar day after the Non-Standard Exercise Cut-off Date); or
- (b) if, in accordance with the terms of Credit Linked Condition 2 (*Auction Settlement*) above, Credit Linked Condition 2(B) applies as a result of the occurrence of (a) an Auction Cancellation Date or (b) a No Auction Announcement Date and:
 - (i) the relevant Credit Event is not an M(M)R Restructuring, the later of:
 - (A) the date determined pursuant to paragraph (a)(i) above; and
 - (B) the thirtieth (30th) calendar day after the Auction Cancellation Date or the No Auction Announcement Date, occurring pursuant to paragraph (a) or (c)(i) of the definition of No Auction Announcement Date above, as applicable; or
 - (ii) the relevant Credit Event is an M(M)R Restructuring either:
 - (A) the later of:
 - (1) the date determined pursuant to paragraph (a)(i) above; and
 - (2) the thirtieth (30th) calendar day after:
 - (x) a No Auction Announcement Date occurring pursuant to paragraph (a) of the definition of No Auction Announcement Date above, if any;
 - (y) a No Auction Announcement Date occurring pursuant to paragraph (c)(i) of the definition of No Auction Announcement Date above, if any; or
 - (z) the Auction Cancellation Date, if any, as applicable; or
 - (B) the later of the Parallel Notice of Physical Settlement Date (or, if more than one Parallel Notice of Physical Settlement Date should occur, the last Parallel Notice of Physical Settlement Date), and the Relevant City Business Day immediately following the Parallel Auction Cancellation Date, if any (or, if more than one should occur, the last Parallel Auction Cancellation Date), as applicable, in circumstances where either:
 - (1) a No Auction Announcement Date occurs pursuant to paragraph (a) of the definition of No Auction Announcement Date above and the Issuer has not exercised the Movement Option; or
 - (2) a No Auction Announcement Date occurs pursuant to paragraph (c)(ii) of the definition of No Auction Announcement Date above and the Issuer has not exercised the Movement Option,

provided that in the case of paragraphs (a)(ii) and (b) above, the relevant Credit Event Resolution Request Date, if any, occurred on or prior to the date described in paragraph (a)(i) above.

"PSN Effective Date" means the date on which a Calculation Agent Physical Settlement Notice or Calculation Agent Physical Settlement Amendment Notice, as the case may be, is delivered to the Issuer.

"Public Source" means each source of Publicly Available Information specified as such in the Applicable Transaction Terms (or, if no such source is specified in the Applicable Transaction Terms, 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" means information that reasonably confirms any of the facts relevant to the determination that the Credit Event or a Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice or Repudiation/Moratorium Extension Notice have occurred and which:

- (a) has been published in or on not less than the Specified Number of Public Sources (regardless of whether the reader or user thereof pays a fee to obtain such information); or
- (b) is information received from or published by (i) 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 (ii) 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 paragraph (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.

In relation to any information of the type described in paragraph (b) or (c) above, the Calculation Agent 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 entity disclosing such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

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.

In relation to a Repudiation/Moratorium Credit Event, Publicly Available Information must relate to the events described in paragraphs (a) and (b) of the definition of "Repudiation/Moratorium" below.

"Qualifying Affiliate Guarantee" means a Qualifying Guarantee provided by the 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 the 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:

- (a) 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
- (b) pursuant to the terms applicable thereto, where 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:
 - (i) by payment;
 - (ii) by way of Permitted Transfer;
 - (iii) by operation of law;
 - (iv) due to the existence of a Fixed Cap; or
 - (v) due to:
 - (A) provisions permitting or anticipating a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable in the Applicable Transaction Terms; or
 - (B) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in the Applicable Transaction Terms.

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 above 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 Applicable Transaction Terms. 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 the Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or 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 Outstanding Principal Balance or Due and Payable Amount, as applicable, of the Reference Obligation with respect to a Valuation Date in the manner that follows:

The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five (5) or more Quotation Dealers. If the Calculation Agent is unable to obtain two (2) or more such Full Quotations on the same Business Day within three (3) Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth (10th)

Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five (5) or more Quotation Dealers and, if two (2) or more Full Quotations are not available, a Weighted Average Quotation. If the Calculation Agent is unable to obtain two (2) or more Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the tenth (10th) Business Day following the applicable Valuation Date the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth (10th) Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Quotation Dealers at the Valuation Time on such tenth (10th) 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 the amount specified as such in the Applicable Transaction Terms (which may be specified by reference to an amount in a currency or by reference to "Representative Amount") or, if no amount is specified in the Applicable Transaction Terms, the amount selected by the Calculation Agent, by reference to the Hedging Arrangements, as appropriate, in respect of each Reference Obligation or Deliverable Obligation selected by the Calculation Agent.

"Quotation Dealer" means a dealer in obligations of the type of Obligation(s) for which Quotations are to be obtained including each Quotation Dealer specified in the Applicable Transaction Terms. If no Quotation Dealers are specified in the Applicable Transaction Terms, the Calculation Agent shall select the Quotation Dealers. Upon a Quotation Dealer no longer being in existence (with no successors), or not being an active dealer in the obligations of the type for which Quotations are to be obtained, the Calculation Agent may substitute any other Quotation Dealer(s) for such Quotation Dealer(s).

"Quotation Method" means the applicable Quotation Method specified in the Applicable Transaction Terms by reference to one of the following terms:

- (a) **"Bid"** means that only bid quotations shall be requested from Quotation Dealers;
- (b) **"Offer"** means that only offer quotations shall be requested from Quotation Dealers; or
- (c) **"Mid-market"** means that bid and offer quotations shall be requested from Quotation Dealers and shall be averaged for the purposes of determining a relevant Quotation Dealer's quotation.

If a Quotation Method is not specified in the Applicable Transaction Terms, Bid shall apply.

"Reference Entity" means the entity specified as such in the Applicable Transaction Terms. Any Successor to the Reference Entity either (a) identified pursuant to the definition of "Successor" on or following the Trade Date or (b) identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Trade Date shall, in each case, with effect from the Succession Date, be the Reference Entity for the purposes of the relevant Series.

"Reference Obligation" means the Standard Reference Obligation, if any, unless:

- (a) "Standard Reference Obligation" is specified as not applicable in the Applicable Transaction Terms, 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 Applicable Transaction Terms (or no election is specified in the Applicable Transaction Terms), (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified in the Applicable Transaction Terms, 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.

If the Standard Reference Obligation is removed from the SRO List, such obligation shall cease to be the Reference Obligation and the Calculation Agent will select as a substitute Reference Obligation any Deliverable Obligation with the same level of seniority as the relevant Seniority Level. In addition, the

Calculation Agent (i) may replace the Reference Obligation with any further Deliverable Obligation with the same level of seniority as the relevant Seniority Level from time to time and (ii) if a new obligation is placed on the SRO List, in respect of the relevant Reference Entity, then the Calculation Agent may, but is not obliged to, select the new Standard Reference Obligation in respect of the Reference Entity as the Reference Obligation. The provisions of this definition may be applied by the Calculation Agent on more than one occasion and are without prejudice to the right of the Calculation Agent to determine a Substitute Reference Obligation.

"Reference Obligation Only Notes" means any Notes in respect of which (a) "Reference Obligation Only" is specified as the Obligation Category and, if applicable, the Deliverable Obligation Category in the Applicable Transaction Terms and (b) "Standard Reference Obligation" is specified as not applicable in the Applicable Transaction Terms.

"Reference Transaction" means a hypothetical credit derivative transaction:

- (a) for which the Deliverable Obligation Terms, the Reference Obligation and the Reference Entity are (i) the same as in respect of the Notes (if Deliverable Obligation Terms and a Reference Obligation are specified in the Applicable Transaction Terms) or (ii) if and to the extent Deliverable Obligation Terms and/or a Reference Obligation are not so specified, the Deliverable Obligation Terms and Reference Obligation determined by the Calculation Agent to be appropriate in respect of a credit derivative transaction linked to the relevant Reference Entity;
- (b) with a scheduled termination date matching the Scheduled Maturity Date of the Notes; and
- (c) otherwise having such other characteristics as the Calculation Agent may determine appropriate by reference to, without limitation, the Hedging Arrangements and/or any credit derivative elections made in relation to the Notes.

"Relevant City Business Day" has the meaning given in the DC Rules.

"Relevant Clearance Business Day" is a day which is:

- (a) a Business Day; and
- (b)
 - (i) where the Deliverable Obligations are Bonds, a day on which the relevant clearance system for settlement of the Bonds is open for the acceptance and execution of settlement instructions other than a day on which such clearance system is scheduled to close prior to its regular weekday closing time; or
 - (ii) where the Deliverable Obligations are Loans, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the jurisdiction of the currency of denomination of the relevant Loan or, if such currency is euro, a day on which the TARGET2 System (as defined in the Conditions) is open.

"Relevant Guarantee" means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in the Applicable Transaction Terms, a Qualifying Guarantee.

"Relevant Holder" means a holder of the Prior Deliverable 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 Outstanding Amount specified in respect of such Prior Deliverable Obligation or Package Observable Bond in the Notice of Physical Settlement or Physical Settlement Amendment Notice, as applicable.

"Relevant Obligations" means the Obligations of the 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:

- (a) any Bonds or Loans outstanding between the Reference Entity and any of its Affiliates, or held by the Reference Entity, shall be excluded;

- (b) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under paragraph (a) of the definition of Successor below, 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;
- (c) if "Financial Reference Entity Terms" is specified as applicable in the Applicable Transaction Terms and (i) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (ii) there is no Reference Obligation or Prior Reference Obligation, the Relevant Obligations shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan"; and
- (d) if "Financial Reference Entity Terms" is specified as applicable in the Applicable Transaction Terms, and the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, 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 only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan".

"Replaced Deliverable Obligation Outstanding Amount" has the meaning given to that term in Credit Linked Condition 4 (*Physical Settlement*).

"Replacement Deliverable Obligation" has the meaning given to that term in Credit Linked Condition 4 (*Physical Settlement*).

"Representative Amount" means an amount that is representative for a single transaction in the relevant market and at the relevant time, which amount will be determined by the Calculation Agent.

"Repudiation/Moratorium" means the occurrence of both of the following events:

- (a) an authorised officer of the Reference Entity or a Governmental Authority:
 - (i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or
 - (ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether *de facto* or *de jure*, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"Repudiation/Moratorium Evaluation Date" means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Maturity Date (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (i) the date that is sixty (60) days after the date of such Potential Repudiation/Moratorium and (ii) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (b) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is sixty (60) 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 Scheduled Maturity Date unless the Repudiation/Moratorium Extension Condition is satisfied.

"Repudiation/Moratorium Extension Condition" will be satisfied:

- (a) 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 (14) calendar days after the Scheduled Maturity 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 Scheduled Maturity Date; or

- (b) otherwise, by the delivery by the Calculation Agent to the Issuer of a Repudiation/Moratorium Extension Notice and, unless "Notice of Publicly Available Information" is specified as not applicable in the Applicable Transaction Terms, a Notice of Publicly Available Information that are each effective on or prior to the date that is fourteen (14) calendar days after the Scheduled Maturity 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 Scheduled Maturity Date.

"Repudiation/Moratorium Extension Notice" means a notice from the Calculation Agent to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Potential Repudiation/Moratorium that occurred on or prior to the Scheduled Maturity Date. A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. 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 set out in the DC Rules, and **"Resolved"** and **"Resolves"** shall be construed accordingly.

"Restructured Bond or Loan" means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

"Restructuring" means, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all the holders of the Obligation or is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders 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 applicable to the relevant Notes and the date as of which such Obligation is issued or incurred:

- (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 (A) the payment or accrual of interest, or (B) the payment of principal or premium;
- (d) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
- (e) 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 provisions, none of the following shall constitute a Restructuring:

- (i) the payment in euro 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 in paragraphs (a) to (e) above 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 (a) to (e) 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 paragraph (e) 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 the purposes of this definition of Restructuring and Credit Linked Condition 14 (*Provisions relating to Multiple Holder Obligation*), the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the Reference Entity in the initial paragraph and paragraphs (a) to (e) of this definition of Restructuring shall be deemed to refer to the Underlying Obligor and the references to the Reference Entity in paragraphs (i) to (iv) of this definition of Restructuring shall continue to be deemed to refer to the Reference Entity.

If an exchange has occurred, the determination as to whether one of the events described under paragraphs (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.

"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 Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity 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 Scheduled Maturity Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan. For these purposes, the final maturity date shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

"Revised Currency Rate" means, with respect to a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice, the rate of conversion between the currency in which the Replaced Deliverable Obligation Outstanding Amount is denominated and the currency in which the Outstanding Amount of such Replacement Deliverable Obligation is denominated that is determined either (a) by reference to the Currency Rate Source as at the Next Currency Fixing Time or (b) if such rate is not available at such time, by the Calculation Agent.

"Seniority Level" means, with respect to an obligation of the Reference Entity:

- (a) "Senior Level" or "Subordinated Level" as specified in the Applicable Transaction Terms; or
- (b) if no such seniority level is specified in the Applicable Transaction Terms, "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;
- (c) "Senior Level".

"Senior Obligation" means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the relevant Reference Entity.

"Settlement Currency" means the currency specified as such in the Applicable Transaction Terms or, if no currency is specified in the Applicable Transaction Terms, the Specified Currency of the Notes.

"Settlement Method" means, if (a) Auction Settlement is specified as the applicable Settlement Method in the Applicable Transaction Terms or if no Settlement Method is specified in the Applicable Transaction Terms, Auction Settlement, (b) Cash Settlement is specified as the applicable Settlement Method in the Applicable Transaction Terms, Cash Settlement, or (c) Physical Delivery is specified as the applicable Settlement Method in the Applicable Transaction Terms, Physical Delivery.

"Solvency Capital Provisions" means any terms in an obligation which permit the 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" 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 Restructured Deliverable 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 relevant Credit Event Notice or DC Credit Event Announcement has occurred and (b) which fell within paragraph (a) of the definition of Deliverable Obligation above immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"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.

"Specified Number" means the number of Public Source(s) specified in the Applicable Transaction Terms or, if no such number is specified in the Applicable Transaction Terms, two (2).

"SRO List" means the list of Standard Reference Obligations as published by ISDA on its website at 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.

"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 relevant Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of the relevant Reference Entity existed.

"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:

- (a) The Calculation Agent shall identify the Substitute Reference Obligation in accordance with paragraphs (c), (d) and (e) 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.
- (b) If any of the events set forth under paragraph (a) or (b)(ii) 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 paragraph (c)(ii) below). If the event set forth in paragraph (b)(i) of the definition of Substitution Event below 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 paragraph (a) or (b)(ii) of the definition of Substitution Event below occur with respect to such Non-Standard Reference Obligation.
- (c) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:
 - (i) is a Borrowed Money obligation of the Reference Entity (either directly or as provider of a guarantee);
 - (ii) satisfies the Not Subordinated Deliverable 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
 - (iii)
 - (A) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:
 - (1) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,
 - (2) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above;
 - (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:
 - (1) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
 - (2) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,

- (3) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
 - (4) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; 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:
 - (1) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
 - (2) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
 - (3) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,
 - (4) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above.
- (d) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in paragraph (c) 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 of the Issuer under the Notes as determined by the Calculation Agent. The Calculation Agent will notify the Noteholders in accordance with Condition 14 (*Notices*) of the Substitute Reference Obligation as soon as reasonably practicable after it has been identified in accordance with paragraph (c) above and the Substitute Reference Obligation shall replace the Non-Standard Reference Obligation.
- (e) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation then, subject to paragraph (a) above and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with paragraph (b) above, the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation until the Extension Date although the Calculation Agent is not obliged to select a Substitute Reference Obligation at any time. If (A) either (i) Cash Settlement is specified as the Settlement Method in the Applicable Transaction Terms (or is applicable pursuant to the Fallback Settlement Method) and the Credit Event Redemption Amount is determined by reference to a Reference Obligation or (ii) Auction Settlement or Physical Delivery is specified as the Settlement Method in the Applicable Transaction Terms (or, in the case of Physical Delivery, is applicable pursuant to the Fallback Settlement Method) and, in each case, the Reference Obligation is the only Deliverable Obligation and (B) on or prior to the Extension Date, a Substitute Reference Obligation has not been identified, then the Issuer shall have the right on or after the Extension Date to redeem the Notes at the Early Redemption Amount (determined by the Calculation Agent taking into account the creditworthiness of the Reference Entity at the time of the early redemption) by notice to Noteholders in accordance with Condition 14 (*Notices*), such payment to be made as specified in such notice. Such notice shall contain details of the procedures and due date for such early redemption.
- (f) For the avoidance of doubt, no Substitute Reference Obligation shall be determined in respect of any Credit Linked Notes that are Reference Obligation Only Notes.

"Substitution Date" means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent notifies the Issuer of the Substitute Reference Obligation that it has identified in accordance with the definition of Substitute Reference Obligation above.

"Substitution Event" means, with respect to the Non-Standard Reference Obligation:

- (a) the Non-Standard Reference Obligation is redeemed in whole; or
- (b) provided that the Credit Linked Notes to which the Non-Standard Reference Obligation relates are not Reference Obligation Only Notes:
 - (i) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below USD10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or
 - (ii) 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 paragraph (a) or (b)(i) above has occurred on or prior to the Trade Date, then a Substitution Event shall be deemed to have occurred pursuant to paragraph (a) or (b)(i) 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.

"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 the 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 (a) the date on which a determination pursuant to paragraph (a) of the definition of Successor below would not be affected by any further related successions in respect of such Steps Plan, or (b) the occurrence of a Credit Event Determination Date in respect of the Reference Entity or any entity which would constitute a Successor.

"Successor" means:

- (a) subject to paragraph (b) below, the entity or entities, if any, determined as follows:
 - (i) subject to paragraph (vii) below, if one entity succeeds, either directly or as a provider of a Relevant Guarantee, to seventy-five per cent. (75%) or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor;
 - (ii) if only one entity succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent. (25%) (but less than seventy-five per cent. (75%)) of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent. (25%) of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty-five per cent. (25%) of the Relevant Obligations will be the sole Successor;
 - (iii) if more than one entity each succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent. (25%) of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent. (25%) of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than twenty-five per cent. (25%) of the Relevant Obligations will each be a Successor and these Terms and Conditions and/or the Applicable Transaction Terms will be adjusted as provided below;
 - (iv) if one or more entities each succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent. (25%) of the Relevant Obligations of the Reference Entity, and more than twenty-five per cent. (25%) 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 these Terms and Conditions and/or the Applicable Transaction Terms will be adjusted as provided below;

- (v) 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. (25%) of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity will not be changed in any way as a result of such succession;
 - (vi) 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. (25%) 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 (2) or more entities succeed to an equal percentage of Relevant Obligations, each such entity will be a Successor and these Terms and Conditions and/or the Applicable Transaction Terms will be adjusted as provided below); and
 - (vii) 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.
- (b) An entity may only be a Successor if:
- (i) 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 1 January 2014;
 - (ii) 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
 - (iii) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations by way of a Sovereign Succession Event.

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 paragraph (a) above, provided that the Calculation Agent will not make any 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.

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 will, as soon as practicable after such calculation or determination, make such calculation or determination available for inspection by Noteholders at the specified office of the Principal Paying Agent or (in the case of Book-Entry Notes) the specified office of the Iberclear Paying Agent. In calculating the percentages used to determine whether an entity qualifies as a Successor under paragraph (a) above, 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.

Where pursuant to paragraph (a)(iii), (a)(iv), (a)(vi) or (b) above, more than one Successor has been identified, the Calculation Agent shall adjust such of these Terms and Conditions and/or the Applicable Transaction Terms as it shall determine to be appropriate to reflect that the Reference Entity has been succeeded by more than one Successor and shall determine the effective date of that adjustment. The Calculation Agent shall be deemed to be acting in a commercially reasonable manner if it adjusts such of these Terms and Conditions and/or the Applicable Transaction Terms in such a manner as to reflect

the adjustment to and/or division of any credit derivative transaction(s) related to or underlying the Notes under the provisions of the 2014 ISDA Credit Derivatives Definitions.

Upon the Calculation Agent making such adjustment and notifying the Issuer of such adjustment, the Issuer shall give notice as soon as practicable to Noteholders in accordance with Condition 14 (*Notices*) stating the adjustment to these Terms and Conditions and/or the Applicable Transaction Terms and giving brief details of the relevant Successor event.

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 the 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.

For the purposes of this definition of "Successor", "**succeed**" means, with respect to the Reference Entity and its Relevant Obligations, that an entity other than the 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 the 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. In the case of an exchange offer, the determinations required pursuant to paragraph (a) of this definition of "Successor" 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.

The Calculation Agent will also determine the Standard Terms as set out in Credit Linked Condition 22 which will apply to any Successor and/or all relevant elections in respect of the Successor for purposes of the Applicable Transaction Terms in a commercially reasonable manner.

"**Successor Backstop Date**" means, for purposes of any Successor determination determined by DC Resolution, the date that is ninety (90) calendar days prior to the Successor Resolution Request Date, otherwise the date that is ninety (90) calendar days prior to the earlier of (a) the date on which the Successor Notice is effective and (b) in circumstances where (i) a Successor Resolution Request Date has occurred, (ii) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (iii) the Successor Notice is delivered not more than fourteen (14) 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 a notice from the Calculation Agent to the Issuer 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 the Reference Entity can be determined.

A Successor Notice must contain a description in reasonable detail of the facts relevant to the determination to be made pursuant to paragraph (a) of the definition of Successor above.

"**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 the 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.

"**Trade Date**" means the date specified as such in the Applicable Transaction Terms.

"Transaction Auction Settlement Terms" means the Credit Derivatives Auction Settlement Terms selected by the Calculation Agent in accordance with this provision. In relation to a Credit Event (and as set out in the definition of Credit Derivatives Auction Settlement Terms), ISDA may publish one or more form(s) of Credit Derivatives Auction Settlement Terms on its website at www.isda.org (or any successor website thereto) and may amend such forms from time to time. Each such form of Credit Derivatives Auction Settlement Terms shall set out, *inter alia*, definitions of "Auction", "Auction Cancellation Date", "Auction Covered Transaction" and "Auction Final Price Determination Date" in relation to the relevant Credit Event. The Transaction Auction Settlement Terms for purposes of the Notes shall be the relevant form of Credit Derivatives Auction Settlement Terms for which the Reference Transaction would be an Auction Covered Transaction (as such term will be set out in the relevant Credit Derivatives Auction Settlement Terms). The Reference Transaction (as set out in the definition thereof) is a hypothetical credit derivative transaction included in these Credit Linked Conditions principally for the purpose of selecting the Credit Derivatives Auction Settlement Terms appropriate to the Notes.

"Undeliverable Obligation" means a Deliverable Obligation included in the Asset Amount which, on the Credit Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including, without limitation, failure of the relevant clearance system or due to any law, regulation, court order, contractual restrictions, statutory restrictions or market conditions but excluding the non-receipt of any requisite consents with respect to the Delivery of Loans or non-delivery of an Asset Transfer Notice or, in the case of Book-Entry Notes, an Iberclear Settlement Instruction or any information by a Noteholder) is impossible or illegal to Deliver on the Credit Settlement Date.

"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 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 Obligation.

"Unwind Costs" means the amount specified in the Applicable Transaction Terms or if "Standard Unwind Costs" are specified in the Applicable Transaction Terms, an amount determined by the Calculation Agent equal to the sum of (without duplication) all costs (including loss of funding), fees, charges, expenses, tax and duties incurred by the Issuer and/or any of its Affiliates in connection with the redemption of the Notes and the related termination, settlement or re-establishment of any Hedging Arrangements, such amount to be apportioned pro rata amongst each of the Notes.

"Valuation Date" means, subject to Credit Linked Condition 10 (*Settlement Suspension*):

- (a) where Physical Delivery is specified as applying in the Applicable Transaction Terms, the day falling two (2) Business Days after the Final Delivery Date (as such term is defined in Credit Linked Condition 21 (*Physical Delivery*)) or such other earlier date determined by the Calculation Agent by reference to the Hedging Arrangements (if any) or otherwise;
- (b)
 - (i) if "Single Valuation Date" is specified in the Applicable Transaction Terms and subject to Credit Linked Condition 10 (*Settlement Suspension*), the date that is the number of Business Days specified in the Applicable Transaction Terms (or, if the number of Business Days is not so specified, five (5) Business Days) following the Credit Event Determination Date (or, if the Credit Event Determination Date occurs pursuant to paragraph (a)(ii) of the definition of Credit Event Determination Date above or paragraph (b)(i) of the definition of Non-Standard Credit Event Determination Date, the day on which the DC Credit Event Announcement occurs) (or, if "Cash Settlement" is applicable pursuant to the Fallback Settlement Method in accordance with paragraph (a) or (b) of Credit Linked Condition 2 (Auction Settlement) above, the date that is the number of Business Days specified in the Applicable Transaction Terms (or, if the number of Business Days is not so specified, five (5) Business Days) following the Auction Cancellation Date, if any, or the relevant No Auction Announcement Date, if any, as applicable); and
 - (ii) if "Multiple Valuation Dates" is specified in the Applicable Transaction Terms, each of the following dates:

- (A) subject to Credit Linked Condition 10 (*Settlement Suspension*), the date that is the number of Business Days specified in the Applicable Transaction Terms (or, if the number of Business Days is not so specified, five (5) Business Days) following the Credit Event Determination Date (or if the Credit Event Determination Date occurs pursuant to paragraph (a)(ii) of the definition of Credit Event Determination Date above or paragraph (b)(i) of the definition of Non-Standard Credit Event Determination Date, the day on which the DC Credit Event Announcement occurs) (or if Cash Settlement is the applicable Fallback Settlement Method in accordance with paragraph (a) or (b) of Credit Linked Condition 2 (Auction Settlement) above, the date that is the number of Business Days specified in the Applicable Transaction Terms (or, if the number of Business Days is not so specified, five (5) Business Days) following the Auction Cancellation Date, if any, or the relevant No Auction Announcement Date, if any, as applicable); and
- (B) each successive date that is the number of Business Days specified in the Applicable Transaction Terms (or, if the number of Business Days is not so specified, five (5) Business Days) after the date on which the Calculation Agent obtains a Market Value with respect to the immediately preceding Valuation Date.

When "Multiple Valuation Dates" is specified in the Applicable Transaction Terms, the total number of Valuation Dates shall be equal to the number of Valuation Dates specified in the Applicable Transaction Terms (or, if the number of Valuation Dates is not so specified, five (5) Valuation Dates).

If neither Single Valuation Date nor Multiple Valuation Dates is specified in the Applicable Transaction Terms, Single Valuation Date shall apply.

"Valuation Method":

- (a) The following Valuation Methods may be specified in the Applicable Transaction Terms with only one Valuation Date:
 - (i) **"Market"** means the Market Value determined by the Calculation Agent with respect to the Valuation Date; or
 - (ii) **"Highest"** means the highest Quotation obtained by the Calculation Agent with respect to the Valuation Date.

If no such Valuation Method is specified in the Applicable Transaction Terms, the Valuation Method shall be Highest.
- (b) The following Valuation Methods may be specified in the Applicable Transaction Terms with more than one Valuation Date:
 - (i) **"Average Market"** means the unweighted arithmetic mean of the Market Values determined by the Calculation Agent with respect to each Valuation Date; or
 - (ii) **"Highest"** means the highest Quotation obtained by the Calculation Agent with respect to any Valuation Date; or
 - (iii) **"Average Highest"** means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent with respect to each Valuation Date.

If no such Valuation Method is specified in the Applicable Transaction Terms, the Valuation Method shall be Average Highest.
- (c) Notwithstanding paragraphs (a) and (b) above, if Quotations include Weighted Average Quotations or fewer than two (2) Full Quotations, the Valuation Method shall be Market or Average Market, as the case may be.

- (d) Where applicable, the Applicable Transaction Terms may specify an alternative Valuation Method which shall be applicable in respect of the relevant Notes.

"Valuation Time" means the time specified as such in the Applicable Transaction Terms or, if no such time is specified, 11.00 a.m. in the principal trading market for the Reference Obligation.

"Weighted Average Quotation" means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference 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. Credit Event Notice after Restructuring Credit Event

If this Credit Linked Condition 13 is specified as applicable in the Applicable Transaction Terms, then, notwithstanding anything to the contrary in these Terms and Conditions, upon the occurrence of an M(M)R Restructuring:

- (a) The Calculation Agent may deliver multiple Credit Event Notices in respect of such M(M)R Restructuring, each such Credit Event Notice setting forth an amount (the **"Partial Redemption Amount"**) that may be less than the aggregate principal amount of those Notes outstanding immediately prior to the delivery of such Credit Event Notice. In such circumstances the Credit Linked Conditions and related provisions shall be deemed to apply to the Partial Redemption Amount only and each such Note shall be redeemed in part (such redeemed part being equal to the Partial Redemption Amount).
- (b) For the avoidance of doubt (A) the principal amount of each such Note not so redeemed in part shall remain outstanding and interest shall accrue on the principal amount outstanding of such Note as provided in Condition 5 (*Interest Provisions*) (adjusted in such manner as the Calculation Agent determines to be appropriate), (B) the Credit Linked Conditions and related provisions shall apply to such principal amount outstanding of such Note in the event that subsequent Credit Event Notices are delivered in respect of the Reference Entity that was the subject of the Restructuring Credit Event and (C) if, following a Restructuring Credit Event, different Credit Event Determination Dates have been determined with respect to different portions of amounts payable or deliverable to Noteholders under the relevant Series, the Calculation Agent will determine (x) such adjustment(s) to these Terms and Conditions and/or the Applicable Transaction Terms as may be required to achieve as far as practicable the same economic effect as if each such portion was a separate series or otherwise reflect or account for the effect of the above provisions of this Credit Linked Condition 13 and (y) the effective date of such adjustment(s).
- (c) If the provisions of this Credit Linked Condition 13 apply in respect of the Notes, on redemption of part of each such Note, the relevant Note or, if the Notes are represented by a Global Note, such Global Note shall be endorsed to reflect such part redemption.
- (d) If any Note represented by a U.S. Global Note Certificate is to be redeemed by Delivery of an Asset Amount, the relevant provisions relating to such Delivery shall be set out in the applicable Pricing Supplement.

14. Provisions relating to Multiple Holder Obligation

Unless this Credit Linked Condition 14 is specified as not applicable in the Applicable Transaction Terms, then, notwithstanding anything to the contrary in the definition of Restructuring and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in subparagraphs (a) to (e) of the definition of Restructuring shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation.

"Multiple Holder Obligation" means an Obligation that (a) at the time of the event which constitutes a Restructuring Credit Event is held by more than three (3) holders that are not Affiliates of each other and (b) (i) is a Bond and/or (ii) is an Obligation with respect to which a percentage of holders (determined

pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds (66⅔%) is required to consent to the event which constitutes a Restructuring Credit Event.

15. Provisions taken from the ISDA supplement titled "Additional Provisions for Physically Settled Default Swaps – Monoline Insurer as Reference Entity (September 2014)"

If this Credit Linked Condition 15 is specified as applicable in the Applicable Transaction Terms, the following provisions will apply:

- (a) **Obligation and Deliverable Obligation.** Paragraph (a) of the definition of Obligation in Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) and paragraph (a) of the definition of Deliverable Obligation in Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) are hereby amended by adding "or Qualifying Policy" after "as provider of a Relevant Guarantee".
- (b) **Interpretation of Provisions.** In the event that an Obligation or a Deliverable Obligation is a Qualifying Policy, paragraph (ii) (Interpretation of Provisions) of the definition of Deliverable Obligation in Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) will apply, with references to the Relevant Guarantee, the Underlying Obligation and the Underlying Obligor deemed to include the Qualifying Policy, the Insured Instrument and the Insured Obligor, respectively, except that:
 - (i) the Obligation Category Borrowed Money and the Obligation Category and Deliverable Obligation Category Bond shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the Deliverable Obligation Category Bond shall be deemed to include such an Insured Instrument, and the terms "obligation" and "obligor" as used in these Credit Linked Conditions in respect of such an Insured Instrument shall be construed accordingly;
 - (ii) references in the definitions of Assignable Loan and Consent Required Loan to the "guarantor" and "guaranteeing" shall be deemed to include the "insurer" and "insuring", respectively;
 - (iii) neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant date the Deliverable Obligation Characteristic of Accelerated or Matured, whether or not that characteristic is otherwise specified as applicable in the Applicable Transaction Terms;
 - (iv) if the Assignable Loan, Consent Required Loan, Direct Loan Participation or Transferable Deliverable Obligation Characteristics are specified in the Applicable Transaction Terms and if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument;
 - (v) with respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "maturity", as such term is used in the Maximum Maturity Deliverable Obligation Characteristic, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur; and
 - (vi) with respect to a Qualifying Policy and an Insured Instrument, only the Qualifying Policy must satisfy on the relevant date or dates the "Not Subordinated" Obligation Characteristic or Deliverable Obligation Characteristic, if applicable.
- (c) **Outstanding Principal Balance.** References in paragraph (a) of the definition of "Outstanding Principal Balance" in Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) to a Guarantee, the Underlying Obligation and the Underlying Obligor shall be deemed to include a Qualifying Policy, the Insured Instrument and the Insured Obligor respectively. Any provisions of an Insured Instrument limiting recourse in respect of such Insured Instrument to the proceeds of specified assets (including proceeds subject to a priority of payments) or reducing the amount of any Instrument Payments owing under such Insured Instruments shall

be disregarded for the purposes of limb (ii) of paragraph (b) of the definition of "Outstanding Principal Balance" provided that such provisions are not applicable to the Qualifying Policy by the terms thereof and the Qualifying Policy continues to guarantee or insure, as applicable, the Instrument Payments that would have been required to be made absent any such limitation or reduction.

- (d) **Deliver.** For the purposes of the definition of "Deliver" in Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*), "Deliver" with respect to an obligation that is a Qualifying Policy means to Deliver both the Insured Instrument and the benefit of the Qualifying Policy (or a custodial receipt issued by an internationally recognised custodian representing an interest in such an Insured Instrument and the related Qualifying Policy), and "Delivery" and "Delivered" will be construed accordingly.
- (e) **Provisions for Determining a Successor.** Paragraph (a), the paragraph commencing "If two or more entities..." and the paragraph commencing "For the purposes of this definition of "Successor"...", in each case in the definition of "Successor" in Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) are hereby amended by adding "or Qualifying Policy" after each occurrence of "a Relevant Guarantee". Such paragraph commencing "If two or more entities ..." will be further amended by adding "or provider of a Qualifying Policy" after "as guarantor or guarantors".
- (f) **Original Non-Standard Reference Obligation, Substitute Reference Obligation and Substitution Event.** The definition of "Original Non-Standard Reference Obligation", paragraph (c)(i) of the definition of "Substitute Reference Obligation" and paragraph (b)(ii) of "Substitution Event" are hereby amended by adding "or Qualifying Policy" after "a guarantee".
- (g) **Restructuring**
 - (i) With respect to an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest or a Qualifying Policy with respect thereto, paragraphs (a) to (e) inclusive of the definition of "Restructuring" in Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) are hereby amended to read as follows:
 - "(a) a reduction in the rate or amount of the Instrument Payments in paragraph (A)(x) of the definition thereof that are guaranteed or insured by the Qualifying Policy (including by way of redenomination);
 - (b) a reduction in the amount of the Instrument Payments described in paragraph (A)(y) of the definition thereof that are guaranteed or insured by the Qualifying Policy (including by way of redenomination);
 - (c) a postponement or other deferral of a date or dates for either (x) the payment or accrual of the Instrument Payments described in paragraph (A)(x) of the definition thereof or (y) the payment of the Instrument Payments described in paragraph (A)(y) of the definition thereof, in each case that are guaranteed or insured by the Qualifying Policy;
 - (d) a change in the ranking in priority of payment of (x) any Obligation under a Qualifying Policy in respect of Instrument Payments, causing the Subordination of such Obligation to any other Obligation or (y) any Instrument Payments, causing the Subordination of such Insured Instrument to any other instrument in the form of a pass-through certificate or similar funded beneficial interest issued by the Insured Obligor, it being understood that, for this purpose, Subordination will be deemed to include any such change that results in a lower ranking under a priority of payments provision applicable to the relevant Instrument Payments; or
 - (e) any change in the currency of any payment of Instrument Payments that are guaranteed or insured by the Qualifying Policy to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom, 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 as a whole)."

- (ii) Paragraph (iv) of the definition of "Restructuring" in Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) is hereby amended by adding "or, in the case of a Qualifying Policy and an Insured Instrument, where (A) the Qualifying Policy continues to guarantee or insure, as applicable, that the same Instrument Payments will be made on the same dates on which the Qualifying Policy guaranteed or insured that such Instrument Payments would be made prior to such event and (B) such event is not a change in the ranking in the priority of payment of the Qualifying Policy" at the end thereof.
- (iii) The definition of "Restructuring" in Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) is hereby amended by the insertion of the following paragraph after the final paragraph thereof:

"For purposes of this definition of "Restructuring" and, if Credit Linked Condition 14 (*Provisions relating to Multiple Holder Obligation*) is specified as applying in the Applicable Transaction Terms, for the purposes of Credit Linked Condition 14 (*Provisions relating to Multiple Holder Obligation*), the term "Obligation" shall be deemed to include Insured Instruments for which the Reference Entity is acting as provider of a Qualifying Policy. In the case of a Qualifying Policy and an Insured Instrument, references to the Reference Entity in this definition of "Restructuring" shall be deemed to refer to the Insured Obligor with the exception of the references to the Reference Entity in paragraph (iv) of this definition of "Restructuring" which shall continue to refer to the Reference Entity."

- (h) **Fully Transferable Obligation and Conditionally Transferable Obligation.** In the event that "M(M)R Restructuring" applies and a Fully Transferable Obligation or Conditionally Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of the relevant definition. References in the definition of "Conditionally Transferable Obligation" to the "guarantor" and "guaranteeing" shall be deemed to include the "insurer" and "insuring" respectively. With respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "final maturity date", as such term is used in Credit Linked Condition 4 (*Physical Settlement*) and the definition of "Restructuring Maturity Limitation Date", shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.
- (i) **Other Provisions.** For purposes of the definitions of "Credit Event", "Deliver" and "Prohibited Action" in Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) references to the "Underlying Obligation" and the "Underlying Obligor" shall be deemed to include "Insured Instruments" and the "Insured Obligor", respectively.
- (j) **Additional Definitions.**

"**Qualifying Policy**" means a financial guaranty insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all Instrument Payments of an instrument that constitutes Borrowed Money (modified as set forth in these Credit Linked Conditions) (the "**Insured Instrument**") for which another party (including a special purpose entity or trust) is the obligor (the "**Insured Obligor**"). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than the payment of Instrument Payments).

"**Instrument Payments**" means (A) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date and (B) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (A) and (B) (1) determined

without regard to limited recourse or reduction provisions of the type described in paragraph (c) above and (2) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early redemption premiums and other similar amounts (whether or not guaranteed or insured by the Qualifying Policy).

"**Certificate Balance**" means, in the case of an Insured Instrument that is in the form of a pass through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

16. Determinations and Notices

(a) Determinations and interpretation

Whenever the Calculation Agent is required to act or exercise judgement in relation to these Credit Linked Conditions, unless otherwise specifically stated in these Credit Linked Conditions, it will do so in good faith and in a commercially reasonable manner. The Calculation Agent shall, as soon as practicable after making any determination pursuant to these Credit Linked Conditions, notify the Issuer, the Guarantor and the Noteholders of such determination. The Calculation Agent is not acting as a fiduciary for or as an adviser to the Noteholders in respect of its duties as Calculation Agent in connection with any Notes.

The Calculation Agent will determine the day on which an event occurs for purposes of these Credit Linked Conditions on the basis the demarcation of days shall be made by reference to Greenwich Mean Time (or, if the Reference Entity has a material connection to Japan for these purposes, Tokyo time), irrespective of the time zone in which such event occurred. Any event occurring at midnight shall be deemed to have occurred immediately prior to midnight.

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to these Credit Linked Conditions shall (in the absence of manifest error) be final and binding on the Issuer, the Guarantor and the Noteholders. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Notes including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent, the Issuer and the Guarantor shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

In addition, if a payment is not made by the 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 Reference Entity has a material connection to Japan for these purposes, Tokyo time), irrespective of the time zone of its place of payment.

(b) Notices

Any notice to be delivered by the Calculation Agent to the Issuer or the Guarantor, as applicable, pursuant to these Credit Linked Conditions may be given in writing (including by facsimile and/or email) and/or by telephone and will be effective when given. If the notice is delivered by telephone, a written confirmation will be executed and delivered confirming the substance of that notice within one (1) Calculation Agent City Business Day of that notice. Failure to provide that written confirmation will not affect the effectiveness of that telephonic notice.

17. Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities" (published on 15 September 2014)

If this Credit Linked Condition 17 is specified as applicable in the Applicable Transaction Terms, notwithstanding anything to the contrary in the Credit Linked Conditions, the following provisions will apply:

- (a) provisions relating to Multiple Holder Obligation will be deemed to be Not Applicable with respect to any Reference Obligation (and any Underlying Loan);
- (b) each Reference Obligation will be an Obligation, notwithstanding anything to the contrary in the Credit Linked Conditions including, but not limited to, the definition of "Obligation" in Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*), and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity;
- (c) each Reference Obligation will be a Deliverable Obligation notwithstanding anything to the contrary in the Credit Linked Conditions including, but not limited to, the definition of "Deliverable Obligation" in Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity.

For the avoidance of doubt with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the outstanding principal balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation.

The Not Subordinated Obligation Characteristic and Deliverable Obligation Characteristic shall be construed by reference to the Prior Reference Obligation;

- (d) the definition of Reference Obligation shall be deleted and the following substituted therefor:

""**Reference Obligation**" means each of the obligations listed as a Reference Obligation of the Reference Entity in the Applicable Transaction Terms or set forth on the relevant LPN Reference Obligations List (each a "**Markit Published LPN Reference Obligation**"), as published by Markit Group Limited, or any successor thereto, as of the Trade Date (which list is, as of the date of this Base Prospectus, available at <http://www.markit.com/marketing/services.php>), any Additional LPN and each Additional Obligation. Each Reference Obligation determined in accordance with the foregoing will be a Reference Obligation notwithstanding anything to the contrary in the Credit Linked Conditions, and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity. The Standard Reference Obligation shall not apply.

It is intended that there may be more than one Reference Obligation, as a result of which all applicable references in the Credit Linked Conditions to "the Reference Obligation" shall be construed as a reference to "a Reference Obligation", and all other provisions of the Credit Linked Conditions shall be construed accordingly. No Substitution Event may occur and no Substitute Reference Obligation may be determined in respect of an LPN Reference Obligation and the definitions of Substitution Event and Substitute Reference Obligation in this Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) shall be construed accordingly.";

- (e) the definition of Original Non-Standard Reference Obligation shall be deleted and the following substituted therefor:

""**Original Non-Standard Reference Obligation**" means the obligation of the Reference Entity (either directly or as provider of a guarantee) which is specified as the Reference Obligation in respect of such Reference Entity in the Applicable Transaction Terms (if any is so specified).";

- (f) the following additional definitions shall apply:

"**Additional LPN**" means any bond issued in the form of a loan participation note (an "**LPN**") by an entity (the "**LPN Issuer**") for the sole purpose of providing funds for the LPN Issuer to (a) finance a loan to the Reference Entity (the "**Underlying Loan**") or (b) provide finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument (the "**Underlying Finance Instrument**"), provided that (i) either (x) in the event that there is an Underlying Loan with respect to such LPN the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity or (y) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument

satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics; (ii) the LPN satisfies the following Deliverable Obligation Characteristics: Transferable, Not Bearer, Credit Linked Specified Currency – Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and (iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of the holders of the LPNs.

"Additional Obligation" means each of the obligations listed as an Additional Obligation of the Reference Entity in the Applicable Transaction Terms or set forth on the relevant LPN Reference Obligations List (each a **"Markit Published LPN Reference Obligation"**), as published by Markit Group Limited, or any successor thereto, as of the Trade Date (which list is, as of the date of this Base Prospectus, available at <http://www.markit.com/marketing/services.php>).

"First Ranking Interest" means a charge, security interest (or other type of interest having similar effect) (an **"Interest"**), which is expressed as being "first ranking", "first priority", or similar (**"First Ranking"**) in the document creating such Interest (notwithstanding that such Interest may not be First Ranking under any insolvency laws of any related insolvency jurisdiction of the LPN Issuer).

"LPN Reference Obligation" means each Reference Obligation other than any Additional Obligation.

For the avoidance of doubt, any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation constituting a Reference Obligation.

Each LPN Reference Obligation is issued for the sole purpose of providing funds for the LPN Issuer to finance a loan to the Reference Entity. For the purposes of the Credit Linked Conditions each such loan shall be an Underlying Loan.

18. Amendment of Credit Linked Conditions in accordance with Market Convention

The Calculation Agent may from time to time amend any provision of these Credit Linked Conditions in any manner which the Calculation Agent determines in a commercially reasonable manner is necessary or desirable (i) to incorporate and/or reflect (x) further or alternative documents or protocols from time to time published by ISDA with respect to the documentation, trading or settlement of credit derivative transactions and/or (y) the operation or application of determinations by the Credit Derivatives Determinations Committees and/or (ii) to reflect or account for market practice for credit derivative transactions and/or reflect the Hedging Arrangements of the Issuer or any of its Affiliates. Any amendment made in accordance with this Credit Linked Condition 18 (*Amendment of Credit Linked Conditions in accordance with Market Convention*) shall be notified to the Noteholders in accordance with Condition 14 (*Notices*).

19. Early redemption of Reference Obligation Only Notes following a Substitution Event

If the Notes are Reference Obligation Only Notes relating to a single Reference Entity and the event set out in paragraph (a) of the definition of Substitution Event above occurs with respect to the Reference Obligation, then:

- (a) interest (if any) shall cease to accrue on the Credit Linked Notes from and including the Interest Payment Date immediately preceding the relevant Substitution Event Date or, if no Interest Payment Date has occurred, no interest will accrue on the Credit Linked Notes; and
- (b) each principal amount of Credit Linked Notes equal to the Calculation Amount set out in the Applicable Transaction Terms will be redeemed by the Issuer at its relevant Reference Obligation Only Termination Amount specified in, or determined in the manner specified in, the Applicable Transaction Terms in the Specified Currency on the Maturity Date, which for the purposes of this Credit Linked Condition 19 (*Early redemption of Reference Obligation Only Notes following a Substitution Event*) shall be the day falling five (5) Business Days following the relevant Substitution Event Date.

20. DC Resolution Adjustment Events

If following the publication of a DC Resolution (the "**Prior DC Resolution**"), a further DC Resolution (the relevant "**Further DC Resolution**") is published the effect of which would be to reverse all or part of the Prior DC Resolution or if any DC Resolution would reverse any determination made by the Calculation Agent and/or the occurrence of a Credit Event Determination Date, notwithstanding any other provisions of these Credit Linked Conditions the Calculation Agent may, in its sole and absolute discretion, make any adjustment(s) that the Calculation Agent determines is necessary or desirable to the Conditions or these Credit Linked Conditions to reflect the publication of such Further DC Resolution or DC Resolution, including, without limitation, as a result of the impact or effect of such Further DC Resolution or DC Resolution on the Hedging Arrangements.

21. Physical Delivery

(a) Terms used in this Credit Linked Condition 21 but not defined in the Conditions shall be as defined in the relevant global Note. If any Credit Linked Note, other than a Credit Linked Note represented by a U.S. Global Note Certificate, is to be redeemed by Delivery of the Asset Amount, in order to obtain Delivery of the Asset Amount in respect of such Credit Linked Note:

- (X) if such Note is represented by a Global Note, the relevant Noteholder must deliver to Euroclear or Clearstream, Luxembourg (as applicable) in a form acceptable thereto, with a copy to the Principal Paying Agent and the Calculation Agent no later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice in the form described below;
- (Y) if such Note is in definitive form, the relevant Noteholder must deliver (i) if such Note is a Bearer Note, to any Paying Agent or (ii) if such Note is a Registered Note in the Registrar or any Paying Agent, with a copy to the Principal Paying Agent no later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice, a copy of which may be obtained from the specified office of the Registrar or any Paying Agent; and
- (Z) if such Note is a Book-Entry Note:
 - i. where the Asset Amount is also a security (or securities) included in Iberclear's book-entry register, then the Iberclear Paying Agent must receive instructions from each Iberclear Member holding Book-Entry Notes on the Cut-off Date. Such instructions shall include complete settlement instructions, incorporating relevant information in respect of the Noteholders holding Book-Entry Notes through each Iberclear Member and an undertaking to pay all Delivery Expenses and such instructions shall include (or be accompanied by) certification as to non U.S. beneficial ownership. Each Iberclear Member holding Book-Entry Notes must block such Book-Entry Notes in the relevant account from and including the Cut-off Date; and
 - ii. where the Asset Amount comprises an instrument (or instruments) not included in Iberclear's book-entry register, each Iberclear Member holding Book-Entry Notes on the Cut-off Date must send timely and full settlement instructions to the Iberclear Paying Agent sufficient to allow the Issuer to make delivery of the Asset Amount in the relevant clearing system (where relevant) or otherwise on the Credit Settlement Date in accordance with the provisions of this Credit Linked Condition 21 and such instructions shall include (or be accompanied by) certification as to non U.S. beneficial ownership.

For the avoidance of doubt, where the settlement instructions contemplated by this sub-paragraph (Z) apply, this replaces the requirement to deliver an Asset Transfer Notice in accordance with the provisions below. All instructions for settlement to be delivered in accordance with this sub-paragraph (Z) will be referred to as the "**Iberclear Settlement Instruction**".

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

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

The Asset Transfer Notice shall:

- (i) specify the name, address and contact telephone number of the relevant Noteholder and the person from whom the Issuer may obtain details for the Delivery of the Asset Amount;
- (ii) specify the series number of the Notes and the number of Notes which are the subject of such notice;
- (iii) in the case of Notes represented by a Global Note, specify the principal amount which is the subject of such notice and the number of the Noteholder's account at Euroclear or Clearstream, Luxembourg, as the case may be, to be debited with such Notes and irrevocably instruct and authorise the relevant Clearance System to debit the relevant Noteholder's account with such Notes on or before the Credit Settlement Date;
- (iv) include an undertaking to pay all Delivery Expenses (as defined below) and, in the case of Notes represented by a Global Note, an authority to debit a specified account of the Noteholder with Euroclear or Clearstream, Luxembourg, as the case may be in respect thereof and to pay such Delivery Expenses;
- (v) include such details as are required for Delivery of the Asset Amount which may include account details and/or the name and address of any person(s) into whose name evidence of the Asset Amount is to be registered and/or any bank, broker or agent to whom documents evidencing the Asset Amount are to be delivered and specify the name and number of the Noteholder's account to be credited with any cash payable by the Issuer (including in respect of any Partial Cash Settlement Amounts if applicable);
- (vi) certify that the beneficial owner of each Note is not a U.S. person (as defined in the Asset Transfer Notice), the Note is not being redeemed within the United States or on behalf of a U.S. person and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any redemption thereof; and
- (vii) authorise the production of such certification in any applicable administrative or legal proceedings.

The form of Asset Transfer Notice will be made available by the Issuer to Noteholders in accordance with such procedures as will be confirmed by the Issuer in accordance with Condition 14 (*Notices*) following any determination by the Issuer that the Notes are to be redeemed by Delivery of the Asset Amount.

(b) ***Notification of Deliverable Obligations***

The Issuer shall give notice to Noteholders prior to the relevant Credit Settlement Date of the Deliverable Obligations comprising the Asset Amount that it reasonably expects to Deliver. For the avoidance of doubt, the Issuer shall be entitled to select any of the Deliverable Obligations to constitute the Asset Amount, irrespective of their market value.

(c) ***Verification of the Noteholder***

In the case of Notes (i) represented by a Global Note, upon receipt of an Asset Transfer Notice, Euroclear or Clearstream, Luxembourg, as the case may be, or (ii) that are Book-Entry Notes, upon receipt of an Iberclear Settlement Instruction, Iberclear, shall verify that the person delivering the Asset Transfer Notice or Iberclear Settlement Instruction, as the case may be, is the holder of the principal amount of the Notes described therein according to its records. Subject thereto, Euroclear or Clearstream, Luxembourg, as the case may be, will confirm to the Principal Paying Agent the series number and number of Notes the subject of such notice, the relevant account details and the details for the Delivery of the Asset Amount of each Note. Upon receipt of such confirmation, the Principal Paying Agent will inform the Issuer thereof. Euroclear or Clearstream, Luxembourg, as the case may be, will on or before

the Credit Settlement Date, debit the securities account of the relevant Noteholder with the Notes that are the subject of such Asset Transfer Notice or Iberclear Settlement Instruction, as the case may be.

(d) ***Determinations and Delivery Expenses***

Any determination as to whether an Asset Transfer Notice or the Iberclear Settlement Instruction, as the case may be, is duly completed and in proper form shall be made, in the case of Notes represented by a Global Note or an International Global Note Certificate, by Euroclear or Clearstream, Luxembourg, as the case may be, or, in the case of Notes represented by U.S. Global Note Certificates, Notes in definitive form or Notes which are Book-Entry Notes, by the relevant Paying Agent or the Registrar, as the case may be, in each case, in consultation with the Principal Paying Agent (as applicable), and shall be conclusive and binding on the Issuer, the Paying Agent(s) and the relevant Noteholder. Subject as set out below, any Asset Transfer Notice or Iberclear Settlement Instruction, as the case may be, so determined to be incomplete or not in proper form, or which is not copied to the Principal Paying Agent (in the case of Notes other than Book-Entry Notes) immediately after being delivered or sent as provided in paragraph (a) above, shall be null and void.

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

If such Iberclear Settlement Instruction, is subsequently corrected to the satisfaction of the Iberclear Paying Agent it shall be deemed to be a new Iberclear Settlement Instruction submitted at the time such correction was delivered as provided above

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

All costs, taxes, duties and/or expenses including any applicable depositary charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other costs, duties or taxes (together with any interest, additions to tax or penalties applicable thereto and any interest in respect of such additions or penalties) which the Calculation Agent determines may be or would be, or would have been incurred (i) in connection with the redemption of the Notes and/or the Delivery or transfer of the Asset Amount in respect of such Notes and (ii) by the Issuer or any Affiliate had such entity unwound or varied any Hedging Arrangements in respect of the Note ("**Delivery Expenses**") shall be for the account of the relevant Noteholder and no Asset Amount will be Deliverable until the relevant Delivery Expenses have been met or otherwise accounted for to the satisfaction of the Issuer.

(e) ***Delivery***

(i) Subject to:

- (A) an Asset Transfer Notice or Iberclear Settlement Instruction, as applicable, having been duly delivered as provided above on or prior to the Cut-Off Date; and
- (B) all Delivery Expenses having been paid or otherwise accounted for to the satisfaction of the Issuer by the relevant Noteholder,

the Issuer shall, at the risk of the relevant Noteholder, Deliver or procure the Delivery of the Asset Amount of each Note, pursuant to the details specified in the Asset Transfer Notice or Iberclear Settlement Instruction, as applicable, or in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice or Iberclear Settlement Instruction, as applicable, on the Credit Settlement Date. Where the Asset Transfer Notice or Iberclear Settlement Instruction, as applicable, stipulates that the Asset Amount should be Delivered to a specified clearing system, the Issuer's or the Guarantor's obligation to Deliver such Asset Amount will be discharged by Delivery to, or to the order of, the relevant clearing system and each of the persons shown in the records of the relevant clearing system as the

account holder must look solely to the relevant clearing system for his share of any Asset Amount so Delivered.

- (ii) If a Noteholder fails to give an Asset Transfer Notice or (in the case of Book-Entry Notes) an Iberclear Settlement Instruction as provided herein with a copy to the Principal Paying Agent, on or prior to the Cut-Off Date, then:
 - (A) the Issuer may elect, in its sole discretion to Deliver or procure the Delivery of the aggregate Asset Amounts for all such affected Notes, at the risk of the relevant Noteholder, to, or to the order of, any relevant Clearance System(s) in which the Notes are held and its obligation to Deliver any such Asset Amount so Delivered shall be discharged thereby. Each of the persons shown in the records of the relevant Clearance System as the holder of a particular amount of the Notes must look solely to the relevant Clearance System for his share of each such Asset Amount so Delivered to, or to the order of, such Clearance System. For the purposes of paragraph (iv) below, each Clearance System will be deemed to be a single Noteholder and each Clearance System will be requested to divide and deliver such Asset Amounts in accordance with its rules; or
 - (B) the Asset Amount(s) will be Delivered as soon as practicable after the Scheduled Credit Settlement Date (in which case, such date of Delivery shall be deemed to be the Credit Settlement Date) at the risk of such Noteholder in the manner provided below, provided that if, in respect of a Note, an Asset Transfer Notice or an Iberclear Settlement Instruction (as applicable) is not delivered to each relevant party prior to the close of business in each place of reception on the day falling 180 calendar days after the Cut-Off Date, the obligations of the Issuer and the Guarantor in respect of such Note shall be discharged and neither the Issuer nor the Guarantor shall have any liability in respect thereof. For the avoidance of doubt, in such circumstances such Noteholder shall not be entitled to any payment, whether of interest or otherwise, as a result of such Credit Settlement Date falling after the date fixed for redemption and no liability in respect thereof shall attach to the Issuer.
- (iii) To the extent that the Issuer is not satisfied that the Delivery Expenses have been or will be paid in full by the relevant Noteholder on or prior to the relevant Credit Settlement Date, the Issuer may, in its sole discretion, elect to reduce the Asset Amount(s) to be Delivered to that Noteholder by an amount(s) which by market value (determined at the time of reduction by reference to such valuation sources as the Issuer determines appropriate) in aggregate is at least equal to the aggregate Delivery Expenses that it determines, in its sole discretion, have not been paid or otherwise accounted for (the Asset Amount as so reduced, the "**Reduced Asset Amount**"). Where the Issuer elects to make such a reduction, in accordance with this Credit Linked Condition 21(e)(iii) the Issuer's obligation to Deliver the Asset Amount(s) shall be discharged in full by Delivery of the Reduced Asset Amount(s) in accordance with the provisions of this Credit Linked Condition 21(e). The provisions of these Credit Linked Conditions shall apply *mutatis mutandis* to any such Delivery of the Reduced Asset Amount.
- (iv) For the purpose of determining the Asset Amounts in respect of the Notes, Notes held by the same Noteholder will be aggregated. The aggregate Asset Amount(s) to be delivered in respect of each such aggregated holding will be rounded down to the nearest whole unit of the relevant Deliverable Obligation (or, where there is more than one type of Deliverable Obligation, each of the Deliverable Obligations), as the case may be, in such manner as the Calculation Agent shall determine. Therefore, fractions of the Deliverable Obligation or of each of the Deliverable Obligations, as the case may be, will not be delivered but in lieu thereof the Issuer shall pay to the Noteholders in respect of their respective holding an additional amount in the Specified Currency equal to the fair market value of such fraction(s) in such manner as shall be determined by the Calculation Agent in good faith and in a commercially reasonable manner and notified to Noteholders in accordance with Condition 14 (*Notices*).
- (v) Delivery of the Asset Amount in respect of the Notes is subject to all applicable laws, regulations and practices in force on the Credit Settlement Date and none of the Issuer, the Guarantor or any of their Affiliates or agents and the Paying Agents shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable

efforts, as a result of any such laws, regulations or practices. None of the Issuer, the Guarantor or any of their Affiliates or agents and the Paying Agents shall under any circumstances be liable for any acts or defaults of Euroclear or Clearstream, Luxembourg or DTC in relation to the performance of their duties in relation to the Notes.

(f) **General**

After Delivery of an Asset Amount in respect of a Note and for the Intervening Period, none of the Issuer, the Guarantor, the Calculation Agent and any other person shall at any time (i) be under any obligation to deliver or procure delivery to any Noteholder or any subsequent beneficial owner of such Note any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of the securities, obligations or Deliverable Obligations included in such Asset Amount, (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such securities, obligations or Deliverable Obligations included in such Asset Amount or (iii) be under any liability to a Noteholder or any subsequent beneficial owner of such Note in respect of any loss or damage which such Noteholder, or subsequent beneficial owner, may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities, obligations or Deliverable Obligations included in such Asset Amount.

(g) **Undeliverable Obligations and Hedge Disruption Obligations**

In relation to each Deliverable Obligation constituting the Asset Amount, the Issuer will Deliver or procure the Delivery of the relevant Deliverable Obligation in accordance with this Credit Linked Condition 21 on the Credit Settlement Date, provided that if all or some of the Deliverable Obligations included in the Asset Amount in respect of a Note are Undeliverable Obligations and/or Hedge Disruption Obligations, then the Issuer shall continue to attempt to Deliver or, if applicable, shall attempt to Deliver where possible all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, up to and including (i) the 30th Business Day following the Credit Settlement Date or (ii) such earlier date as the Calculation Agent may select and notify to the Noteholders in accordance with Condition 14 (*Notices*) taking into account the terms of any Hedging Arrangements (the "**Final Delivery Date**"), provided further that if all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, are not Delivered by the Final Delivery Date the provisions of Credit Linked Condition 9 (*Partial Cash Settlement*) shall apply.

(h) **Notes represented by a U.S. Global Note Certificate**

If any Note represented by a U.S. Global Note Certificate is to be redeemed by Delivery of an Asset Amount, the relevant provisions relating to such Delivery shall be set out in the applicable Pricing Supplement.

22. Standard Terms

If Standard Terms are specified as applicable in the Applicable Transaction Terms, the provisions set out below in respect of the Standard Terms specified in the Applicable Transaction Terms in respect of the relevant Reference Entity(s) set out in this Credit Linked Condition 22 shall apply.

23. 2019 Narrowly Tailored Credit Event Provisions

If this Credit Linked Condition 23 is specified as applicable in the Applicable Transaction Terms, the following provisions will apply:

- (a) The definition of "Failure to Pay" in Credit Linked Condition 12 shall be deleted and replaced with the following:

"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 provided that, if an occurrence that would constitute a Failure to Pay (a) 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 (b) 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. If "Credit Deterioration Requirement" is specified as applicable in the Applicable Transaction Terms, 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. In the event that the Calculation Agent makes any such determination, it may take into account the guidance note set out in paragraph 3 (*Interpretive Guidance*) of the ISDA 2019 Narrowly Tailored Credit Event Supplement to the 2014 ISDA Credit Derivatives Definitions (published on July 15, 2019).".

- (b) The definition of "Outstanding Principal Balance" in Credit Linked Condition 12 shall be deleted and replaced with the following:

"Outstanding Principal Balance" means the outstanding principal balance of an obligation which will be calculated as follows:

- (a) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where applicable in accordance with the definition of Accrued Interest above, the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (i) 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 (ii) the amount of the Fixed Cap, if any);
- (b) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (i) is subject to any Prohibited Action, or (ii) 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 (A) payment or (B) a Permitted Contingency) (the amount determined in accordance with paragraph (a) above less any amounts subtracted in accordance with this paragraph (b), the **"Non-Contingent Amount"**); and
- (c) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

- (i) unless otherwise specified, in accordance with the terms of the obligation in effect on either (A) the relevant PSN Effective Date (or, if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (B) the relevant Valuation Date; and
- (ii) 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 paragraph (ii) 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 Applicable Transaction Terms, then, notwithstanding the above, if (i) the Outstanding Principal Balance of an obligation is not reduced or discounted under paragraph (ii) 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 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 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 holder 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."

Part 1 – Corporate Standard Terms

Standard Terms	Standard North American Corporate	Standard European Corporate	Standard Subordinated European Insurance Corporate	Standard Emerging European Corporate	Standard Emerging European Corporate LPN	Standard Australia Corporate & Standard New Zealand Corporate	Standard Japan Corporate	Standard Singapore Corporate	Standard Latin American Corporate B	Standard Latin American Corporate BL	Standard Asia Corporate
All Guarantees	Not Applicable	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Credit Event	Bankruptcy Failure to Pay Restructuring, if specified as applicable in the applicable Final Terms Mod R Applicable	Bankruptcy Failure to Pay Restructuring Mod Mod R Applicable If the Transaction Type is a Financial Transaction Type: Governmental Intervention	Bankruptcy Failure to Pay Restructuring	Bankruptcy Failure to Pay Grace Period Extension: Applicable Obligation Acceleration Repudiation/ Moratorium Restructuring Multiple Holder Obligation: Applicable for Loans and Not Applicable for Bonds	Bankruptcy Failure to Pay Grace Period Extension: Applicable Obligation Acceleration Repudiation/ Moratorium Restructuring Multiple Holder Obligation: Applicable for Loans and Not Applicable for Bonds	Bankruptcy Failure to Pay Restructuring Mod R Applicable If the Transaction Type is a Financial Transaction Type: Governmental Intervention	Bankruptcy Failure to Pay Payment Requirement: Japanese Payment Requirement Restructuring Multiple Holder Obligation: Not Applicable Default Requirement: Japanese Default Requirement Credit Linked Condition 13: Not Applicable If the Transaction Type is a Financial Transaction Type: Governmental Intervention	Bankruptcy Failure to Pay Restructuring If the Transaction Type is a Financial Transaction Type: Governmental Intervention	Bankruptcy Failure to Pay Grace Period Extension: Applicable Obligation Acceleration Repudiation/ Moratorium Restructuring Multiple Holder Obligation: Not Applicable	Bankruptcy Failure to Pay Grace Period Extension: Applicable Obligation Acceleration Repudiation/ Moratorium Restructuring	Bankruptcy Failure to Pay Restructuring If the Transaction Type is a Financial Transaction Type: Governmental Intervention
Obligation Category	Borrowed Money	Borrowed Money	Borrowed Money	Bond or Loan	Bond or Loan	Borrowed Money	Borrowed Money	Bond or Loan	Bond	Bond or Loan	Bond or Loan
Obligation Characteristics	None	None	None	Not Subordinated Not Domestic Currency	Not Subordinated Not Domestic Currency	None	Not Subordinated	Not Subordinated Credit Linked Specified Currency: Standard	Not Subordinated Not Domestic Currency	Not Subordinated Not Sovereign Lender	Not Subordinated Not Sovereign Lender

Standard Terms	Standard North American Corporate	Standard European Corporate	Standard Subordinated European Insurance Corporate	Standard Emerging European Corporate	Standard Emerging European Corporate LPN	Standard Australia Corporate & Standard New Zealand Corporate	Standard Japan Corporate	Standard Singapore Corporate	Standard Latin American Corporate B	Standard Latin American Corporate BL	Standard Asia Corporate
				Not Domestic Law Not Domestic Issuance	Not Domestic Law Not Domestic Issuance			Specified Currencies & Domestic Currency Not Sovereign Lender	Not Domestic Law Not Domestic Issuance	Not Domestic Currency Not Domestic Law Not Domestic Issuance	Not Domestic Currency Not Domestic Law Not Domestic Issuance
Deliverable Obligation Category	Bond or Loan	Bond or Loan	Bond or Loan	Bond or Loan	Bond or Loan	Bond or Loan	Bond or Loan	Bond or Loan	Bond	Bond or Loan	Bond or Loan
Deliverable Obligation Characteristics	Not Subordinated Credit Linked Specified Currency Not Contingent Assignable Loan Consent Required Loan Transferable Maximum Maturity: 30 years Not Bearer	Not Subordinated Credit Linked Specified Currency Not Contingent Assignable Loan Consent Required Loan Transferable Maximum Maturity: 30 years Not Bearer	Not Subordinated Credit Linked Specified Currency Not Contingent Assignable Loan Consent Required Loan Transferable Maximum Maturity: 30 years Not Bearer	Not Subordinated Credit Linked Specified Currency Not Domestic Law Not Contingent Not Domestic Issuance Assignable Loan Consent Required Loan Transferable Not Bearer	Not Subordinated Credit Linked Specified Currency Not Domestic Law Not Contingent Not Domestic Issuance Assignable Loan Consent Required Loan Transferable Not Bearer	Not Subordinated Credit Linked Specified Currency: Standard Specified Currencies & Domestic Currency Not Contingent Assignable Loan Consent Required Loan Transferable Maximum Maturity: 30 years Not Bearer Maximum Maturity: 30 years Not Bearer	Not Subordinated Credit Linked Specified Currency Not Contingent Assignable Loan Consent Required Loan Transferable Maximum Maturity: 30 years Not Bearer	Not Subordinated Credit Linked Specified Currency: Standard Specified Currencies & Domestic Currency Not Sovereign Lender Not Contingent Transferable Not Contingent Assignable Loan Transferable Maximum Maturity: 30 years Not Bearer	Not Subordinated Credit Linked Specified Currency Not Domestic Law Not Contingent Not Domestic Issuance Transferable Not Bearer	Not Subordinated Credit Linked Specified Currency Not Sovereign Lender Not Domestic Law Not Contingent Not Domestic Issuance Assignable Loan Consent Required Loan Transferable Not Bearer	Not Subordinated Credit Linked Specified Currency Not Sovereign Lender Not Domestic Law Not Contingent Not Domestic Issuance Assignable Loan Consent Required Loan Transferable Maximum Maturity: 30 years Not Bearer
Physical Settlement Period	As per definition of "Physical Settlement Period" in Credit Linked Condition	30 Business Days	30 Business Days	As per definition of "Physical Settlement Period" in Credit Linked Condition 12	As per definition of "Physical Settlement Period" in Credit Linked Condition 12	30 Business Days	30 Business Days	30 Business Days	As per definition of "Physical Settlement Period" in Credit Linked Condition 12	As per definition of "Physical Settlement Period" in Credit Linked Condition 12	30 Business Days

Standard Terms	Standard North American Corporate	Standard European Corporate	Standard Subordinated European Insurance Corporate	Standard Emerging European Corporate	Standard Emerging European Corporate LPN	Standard Australia Corporate & Standard New Zealand Corporate	Standard Japan Corporate	Standard Singapore Corporate	Standard Latin American Corporate B	Standard Latin American Corporate BL	Standard Asia Corporate
	12 capped at 30 Business Days										
Financial Reference Entity Terms	Not Applicable	If the Transaction Type is a Financial Transaction Type, Applicable, otherwise, Not Applicable	Not Applicable	Not Applicable	Not Applicable	If the Transaction Type is a Financial Transaction Type, Applicable, otherwise, Not Applicable	If the Transaction Type is a Financial Transaction Type, Applicable, otherwise, Not Applicable	If the Transaction Type is a Financial Transaction Type, Applicable, otherwise, Not Applicable	Not Applicable	Not Applicable	If the Transaction Type is a Financial Transaction Type, Applicable, otherwise, Not Applicable
Subordinated European Insurance Terms	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Sovereign No Asset Package Delivery	Not Applicable	Not Applicable if the Reference Entity is the Republic of Ukraine otherwise Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable if the Reference Entity is the Republic of Argentina or the Republic of Ecuador, otherwise Applicable	Not Applicable

Part 2 – Sovereign Standard Terms

Standard Terms	Standard Asia Sovereign	Standard Emerging European & Middle Eastern Sovereign	Standard Australia Sovereign & Standard New Zealand Sovereign	Standard Japan Sovereign	Standard Singapore Sovereign	Standard Latin America Sovereign	Standard Western European Sovereign
All Guarantees	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Credit Event	Failure to Pay Repudiation/ Moratorium Restructuring	Failure to Pay Grace Period Extension Applicable Obligation Acceleration Repudiation Moratorium Restructuring Multiple Holder Obligation: Not Applicable	Failure to Pay Repudiation/ Moratorium Restructuring Mod R Applicable	Failure to Pay Payment Requirement: Japanese Payment Requirement Repudiation/ Moratorium Restructuring Multiple Holder Obligation: Not Applicable Default Requirement: Japanese Default Requirement Credit Linked Condition 13: Not Applicable	Failure to Pay Repudiation/ Moratorium Restructuring	Failure to Pay Grace Period Extension Applicable Obligation Acceleration Repudiation Moratorium Restructuring Multiple Holder Obligation: Not Applicable	Failure to Pay Repudiation/ Moratorium Restructuring
Obligation Category	Bond or Loan	Bond	Borrowed Money	Borrowed Money	Bond or Loan	Bond	Borrowed Money
Obligation Characteristics	Not Subordinated Not Sovereign Lender Not Domestic Law Not Domestic Issuance Not Domestic Currency	Not Subordinated Not Domestic Law Not Domestic Issuance Not Domestic Currency	None	None	Not Subordinated Credit Linked Specified Currency: Standard Specified Currencies & Domestic Currency Not Sovereign Lender	Not Subordinated Not Domestic Law Not Domestic Issuance Not Domestic Currency	None
Deliverable Obligation Category	Bond or Loan	Bond	Bond or Loan	Bond or Loan	Bond or Loan	Bond	Bond or Loan

Standard Terms	Standard Asia Sovereign	Standard Emerging European & Middle Eastern Sovereign	Standard Australia Sovereign & Standard New Zealand Sovereign	Standard Japan Sovereign	Standard Singapore Sovereign	Standard Latin America Sovereign	Standard Western European Sovereign
Deliverable Obligation Characteristics	Not Subordinated Credit Linked Specified Currency Not Sovereign Lender Not Domestic Law Not Contingent Not Domestic Issuance Assignable Loan Transferable Maximum Maturity: 30 years Not Bearer	Not Subordinated Credit Linked Specified Currency Not Domestic Law Not Contingent Not Domestic Issuance Transferable Not Bearer	Not Subordinated Credit Linked Specified Currency: Standard Specified Currency & Domestic Currency Not Contingent Assignable Loan Consent Required Loan Transferable Maximum Maturity: 30 years Not Bearer	Credit Linked Specified Currency Not Contingent Assignable Loan Consent Required Loan Transferable Maximum Maturity: 30 years Not Bearer	Not Subordinated Credit Linked Specified Currency: Standard Specified Currency & Domestic Currency Not Sovereign Lender Not Contingent Assignable Loan Transferable Maximum Maturity: 30 years Not Bearer	Not Subordinated Credit Linked Specified Currency Not Domestic Law Not Contingent Not Domestic Issuance Transferable Not Bearer	Credit Linked Specified Currency Not Contingent Assignable Loan Consent Required Loan Transferable Maximum Maturity: 30 years Not Bearer
Physical Settlement Period	30 Business Days	As per definition of "Physical Settlement Period" in Credit Linked Condition 12	30 Business Days	30 Business Days	30 Business Days	As per definition of "Physical Settlement Period" in Credit Linked Condition 12	30 Business Days
Financial Reference Entity Terms	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Subordinated European Insurance Terms	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Sovereign No Asset Package Delivery	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable

ANNEX 6
ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES

*If specified as applicable in the Applicable Transaction Terms, the terms and conditions applicable to Foreign Exchange (FX) Rate Linked Notes shall comprise the Conditions and the additional terms and conditions for Foreign Exchange (FX) Rate Linked Notes set out below (the "**Foreign Exchange (FX) Rate Linked Note Conditions**"), together with the terms and conditions as set out in each other Annex which is specified as applicable in the Applicable Transaction Terms and subject to completion in the Applicable Transaction Terms. In the event of any inconsistency between the Conditions and the Foreign Exchange (FX) Rate Linked Note Conditions, the Foreign Exchange (FX) Rate Linked Note Conditions shall prevail. In the event of any inconsistency between the Foreign Exchange (FX) Rate Linked Conditions and the Payout Conditions, the Payout Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or the Foreign Exchange (FX) Rate Linked Note Conditions and (ii) the Applicable Transaction Terms, the Applicable Transaction Terms shall prevail.*

1. Non-EM Valuation and Disruption Provisions

The provisions of this Foreign Exchange (FX) Rate Linked Condition 1 apply unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of a Subject Currency in the Applicable Transaction Terms.

(a) Disruption Events

The occurrence of any of the following events, in respect of any Base Currency, Subject Currency and/or Subject Currencies, shall be a "**Disruption Event**":

- (i) Price Source Disruption;
- (ii) Illiquidity Disruption;
- (iii) Dual Exchange Rate;
- (iv) General Inconvertibility;
- (v) General Non-Transferability;
- (vi) Material Change in Circumstance; or
- (vii) Nationalisation; or

any other event that, in the opinion of the Calculation Agent, is analogous to any of (i) to (vii) above (inclusive).

The Calculation Agent shall give notice as soon as practicable to Noteholders in accordance with Condition 14 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of the Disrupted Day, would have been an Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be.

(b) Consequences of a Disruption Event

Upon a Disruption Event occurring or continuing on any Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day (or, if different, the day on which prices for that date would, in the ordinary course, be published by the relevant Price Source) as determined by the Calculation Agent, the Calculation Agent shall apply the applicable Disruption Fallback in determining the consequences of the Disruption Event.

"Disruption Fallback" means a source or method that may give rise to an alternative basis for determining the Settlement Price when a Disruption Event occurs or exists on a day that is an Averaging Date, Settlement Price Date, Knock-In Determination Day or Knock-out Determination Day (or, if different, the day on which prices for that date would, in the ordinary course, be published or announced

by the Price Source). The Calculation Agent shall take the relevant actions specified in either (i), (ii) or (iii) below:

- (i) if an Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day, the Calculation Agent will determine that the relevant Averaging Date or Settlement Price Date, as the case may be, shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day (in the case of the Strike Date or Valuation Date) or Valid Date (in the case of an Averaging Date, Observation Date, Knock-in Determination Day or Knock-out Determination Day), unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the originally scheduled Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, is a Disrupted Day in which case the Calculation Agent may determine that the last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be (irrespective, in the case of an Averaging Date, Observation Date, Knock-in Determination Day or Knock-out Determination Day, of whether that last consecutive Scheduled Trading Day is already an Averaging Date, Observation Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be) and may determine the Settlement Price by using commercially reasonable efforts to determine a Settlement Price as of the Valuation Time on the last such consecutive Scheduled Trading Day taking into consideration all available information that in good faith it deems relevant; or
- (ii) if an Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day but is not the Redemption Valuation Date, if Delayed Redemption on the Occurrence of a Disruption Event is specified as being not applicable in the Applicable Transaction Terms, on giving notice to Noteholders in accordance with Condition 14 (*Notices*), the Issuer shall redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the fair market value of such Note, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payment shall be made in such manner as shall be notified to the Noteholders in accordance with Condition 14 (*Notices*); or
- (iii) if an Averaging Date, any Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day but is not the Redemption Valuation Date, if Delayed Redemption on the Occurrence of a Disruption Event is specified as being applicable in the Applicable Transaction Terms, the Calculation Agent shall calculate the fair market value of each Note less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Foreign Exchange (FX) Disruption Amount**") as soon as practicable following the occurrence of the Disruption Event (the "**Calculated Foreign Exchange (FX) Disruption Amount Determination Date**") and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to (x) the Calculated Foreign Exchange (FX) Disruption Amount plus interest accrued on the Calculated Foreign Exchange (FX) Disruption Amount on a daily basis from and including the Calculated Foreign Exchange (FX) Disruption Amount Determination Date to but excluding the Maturity Date, each such daily accrual rate being at a rate equal to Issuer's funding cost on or about the relevant day or (y) if greater, its nominal amount.

(c) **Postponement of payment or settlement days**

Where any Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day is postponed as a consequence of the provisions of this Foreign Exchange (FX) Rate Linked Condition 1, then the corresponding date for payment or delivery of any asset shall fall on the later of (a) the date for such payment or delivery otherwise determined in accordance with the Applicable Transaction Terms and (b) the day falling on the Number of Postponement Settlement Days specified in the Applicable Transaction Terms (or, if none are so specified, two Business Days) after the last occurring Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock out Determination Day, as the case may be.

2. **EM Currency Valuation and Disruption Provisions**

The provisions of this Foreign Exchange (FX) Rate Linked Condition 2 apply where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of a Subject Currency in the Applicable Transaction Terms.

(a) **EM Disruption Events**

If so specified in the Applicable Transaction Terms, the occurrence of any of the following events, in respect of any Base Currency, Subject Currency and/or Subject Currencies, shall be an "**EM Disruption Event**":

- (i) Price Source Disruption;
- (ii) Illiquidity Disruption;
- (iii) Dual Exchange Rate;
- (iv) General Inconvertibility;
- (v) General Non-Transferability;
- (vi) Material Change in Circumstance;
- (vii) Nationalisation;
- (viii) Price Materiality; and/or

any other event that, in the opinion of the Calculation Agent, is analogous to any of (i) to (viii) above (inclusive).

The Calculation Agent shall give notice as soon as practicable to Noteholders in accordance with Condition 14 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of the Disrupted Day, would have been an Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be.

(b) **Consequences of an EM Disruption Event**

Upon an EM Disruption Event occurring or continuing on any Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be (or, if different, the day on which prices for that date would, in the ordinary course, be published by the relevant EM FX Price Source) as determined by the Calculation Agent, the Calculation Agent shall apply in determining the consequences of the EM Disruption Event: (a) EM Calculation Agent Determination where the applicable EM Disruption Event is other than Price Source Disruption or Price Materiality; and (b) the applicable EM Disruption Fallback where the applicable EM Disruption Event is a Price Source Disruption or Price Materiality.

(c) **Unscheduled Holiday**

If the Calculation Agent determines that a date that would otherwise have been a Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day is an Unscheduled Holiday in respect of a Subject Currency, then such date shall be the immediately succeeding Scheduled Trading Day after the occurrence of the Unscheduled Holiday, subject as provided above, and provided that if such Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, has not occurred on or before the EM Maximum Days of Postponement following the originally designated Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, then the next Scheduled Trading Day after such period that would have been a Scheduled Trading Day but for the Unscheduled Holiday shall be deemed to be the relevant date for valuation and the Settlement Price shall be determined by the Calculation Agent on such day in its sole discretion acting in good faith having taken into account relevant market practice and by reference to such additional source(s) as it deems appropriate.

(d) **Cumulative Events**

If "Cumulative Events" is specified as applicable in the Applicable Transaction Terms in respect of a Settlement Currency then, in no event shall the total number of consecutive calendar days during which a Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day is deferred due to either (i) an Unscheduled Holiday or (ii) an EM Valuation Postponement (or a combination of both (i) and (ii)) exceed the EM Maximum Cumulative Days of Postponement in the aggregate. If a Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, is postponed by the number of calendar days equal to the EM Maximum Cumulative Days of Postponement and at the end of such period (i) an Unscheduled Holiday shall have occurred or be continuing on the day immediately following such period (the "**Final Day**"), then such Final Day shall be deemed to be the Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, and (ii) if a Price Source Disruption shall have occurred or be continuing on the Final Day, then Valuation Postponement shall not apply and the Settlement Price shall be determined in accordance with the next applicable EM Disruption Fallback.

(e) **Postponement of payment or settlement days**

Where any Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day is postponed as a consequence of the provisions of this Foreign Exchange (FX) Rate Linked Condition 2, then the corresponding date for payment or delivery of any asset shall fall on the later of (a) the date for such payment or delivery otherwise determined in accordance with the Applicable Transaction Terms and (b) the day falling on the EM Number of Postponement Settlement Days specified in the Applicable Transaction Terms (or, if none are so specified, two Business Days) after the last occurring Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be.

3. Knock-in Event and Knock-out Event

(a) This Foreign Exchange (FX) Rate Linked Condition 3 is applicable only:

- (i) if "Knock-in Event" is specified as applicable in the Applicable Transaction Terms, in which case any payment under the Notes which is expressed in the Conditions to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event; or
- (ii) if "Knock-out Event" is specified as applicable in the Applicable Transaction Terms, in which case any payment under the Notes which is expressed in the Conditions to be subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

(b) If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Applicable Transaction Terms is the Valuation Time or, as the case may be, EM Valuation Time and if a Disruption Event or an EM Disruption Event would otherwise have occurred on any Knock-in Determination Day or Knock-out Determination Day, then, unless otherwise specified in the Applicable Transaction Terms, such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

(c) If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Applicable Transaction Terms is any time or period of time other than the Valuation Time or, as the case may be, EM Valuation Time during the regular trading hours for the Base Currency, Subject Currency and/or Subject Currencies and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time at which a Knock-in Event or Knock-out Event would otherwise have occurred, a Disruption Event or an EM Disruption Event occurs or exists, then, unless otherwise specified in the Applicable Transaction Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

4. Automatic Early Redemption Event

If "AER Value Automatic Early Redemption Event" is specified as applicable in the Applicable Transaction Terms, then, unless previously redeemed or purchased and cancelled, if (i) on any Automatic

Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as specified in the Applicable Transaction Terms, an Automatic Early Redemption Event occurs, all but not some only of the Notes will be automatically redeemed on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date or the last day of the relevant Automatic Early Redemption Period, as applicable, and the Issuer shall redeem each Note at an amount equal to the relevant Automatic Early Redemption Amount.

5. **Consequences of an Additional Disruption Event**

If the Calculation Agent determines that an Additional Disruption Event has occurred, the Issuer may redeem the Notes by giving notice to Noteholders in accordance with Condition 14 (*Notices*). If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each Note held by him which amount shall be the fair market value of a Note, taking into account the Additional Disruption Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 14 (*Notices*).

6. **Definitions**

"Additional Disruption Event" means any of Change in Law, Hedging Disruption or Increased Cost of Hedging, in each case if specified in the Applicable Transaction Terms.

"AER Value" has the meaning given to it in the Applicable Transaction Terms, being a term defined in Payout Condition 5.2.

"AER Value Automatic Early Redemption Event" means the AER Value is:

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or
- (iv) less than or equal to,

the Automatic Early Redemption Level, (i), (ii), (iii) or (iv) applying as specified in the Applicable Transaction Terms.

"Automatic Early Redemption Amount" means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount equal to the Automatic Early Redemption Payout set out in the relevant Applicable Transaction Terms.

"Automatic Early Redemption Date" means each date specified as such in the Applicable Transaction Terms, or if such date is not a Business Day, the next following Business Day and no Noteholder shall be entitled to any interest or further payment in respect of any such delay.

"Automatic Early Redemption Level" means the price, level, amount, percentage or value specified as such in the Applicable Transaction Terms, subject to adjustment in accordance with the provisions set forth in Foreign Exchange (FX) Rate Linked Condition 1 and Foreign Exchange (FX) Rate Linked Condition 2.

"Automatic Early Redemption Payout" is as specified in the relevant Applicable Transaction Terms.

"Automatic Early Redemption Valuation Date" means each date specified as such in the Applicable Transaction Terms or, if such date is not a Scheduled Trading Day, (a) unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Applicable Transaction Terms, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, or (b) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Applicable Transaction Terms, the immediately preceding Scheduled Trading Day for such Subject Currency and, in the event of an Unscheduled Holiday, subject to adjustment as set out in Foreign Exchange (FX) Rate

Linked Note Condition 2(c) above, unless, in the opinion of the Calculation Agent, the resultant day determined in accordance with this sub-paragraph (b) is a Disrupted Day. If any such day is a Disrupted Day, then the Automatic Early Redemption Valuation Date shall be delayed in accordance with the corresponding provisions of the definition of Valuation Date which shall apply *mutatis mutandis* as if references in such provisions to Valuation Date were to Automatic Early Redemption Valuation Date.

"Automatic Early Redemption Valuation Period" means the period specified as such in the relevant Applicable Transaction Terms.

"Automatic Early Redemption Valuation Time" has the meaning given to it in the relevant Applicable Transaction Terms.

"Averaging Date" means the dates specified as such in the Applicable Transaction Terms or, if any such day is not a Scheduled Trading Day, (a) unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Applicable Transaction Terms, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 1(b) shall apply, or (b) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Applicable Transaction Terms, the immediately preceding Scheduled Trading Day for such Subject Currency and, in the event of an Unscheduled Holiday, subject to adjustment as set out in Foreign Exchange (FX) Rate Linked Note Condition 2(c) above, unless, in the opinion of the Calculation Agent, the resultant day determined in accordance with this sub-paragraph (b) is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 2(b) shall apply.

"Base Currency" means the currency specified as such in the Applicable Transaction Terms.

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

"Dual Exchange Rate" means that any of the Base Currency, Subject Currency and/or Subject Currencies, splits into dual or multiple currency exchange rates.

"Disrupted Day" means any Scheduled Trading Day on which the Calculation Agent determines that a Disruption Event or EM Disruption Event has occurred.

"EM Disruption Fallback" means a source or method that may give rise to an alternative basis for determining the Settlement Price when an EM Disruption Event occurs or exists on a day that is an Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day (or, if different, the day on which prices for that date would, in the ordinary course, be published or announced by the EM FX Price Source) being, in respect of a Subject Currency, any of EM Calculation Agent Determination, EM First Fallback Reference Price, EM Second Fallback Reference Price and EM Valuation Postponement, as so specified in the Applicable Transaction Terms for such Subject Currency. Where more than one EM Disruption Fallback is so specified then such EM Disruption Fallbacks shall apply in the order in which they are specified in the Applicable Transaction Terms until the Settlement Price can be determined for such exchange rate relating to that Settlement Currency for such Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day.

Where:

- (a) **"EM Calculation Agent Determination"** means that the Calculation Agent shall determine the Settlement Price taking into consideration all information that it deems relevant.
- (b) **"EM First Fallback Reference Price"** means that the Calculation Agent shall determine the Settlement Price by reference to the applicable First Fallback Reference Price and, for which purpose, references in the definition of Settlement Price to "EM FX Price Source", "EM Valuation Time" and "EM Number of Settlement Days" shall be construed, respectively, to be

to "First Fallback EM FX Price Source", "First Fallback Valuation Time" and "First Fallback EM Number of Settlement Days" (in each case, where such terms shall have the meanings given to them in the Applicable Transaction Terms).

- (c) **"EM Second Fallback Reference Price"** means that the Calculation Agent shall determine the Settlement Price by reference to the applicable Second Fallback Reference Price and, for which purpose, references in the definition of Settlement Price to "EM FX Price Source", "EM Valuation Time" and "EM Number of Settlement Days" shall be construed, respectively, to be to "Second Fallback EM FX Price Source", "Second Fallback Valuation Time" and "Second Fallback EM Number of Settlement Days" (in each case, where such terms shall have the meanings given to them in the Applicable Transaction Terms).
- (d) **"EM Valuation Postponement"** means that the Settlement Price shall be determined on the immediately succeeding Scheduled Trading Day which is not a Disrupted Day unless the Calculation Agent determines that no such Scheduled Trading Day which is not a Disrupted Day has occurred on or before the day falling the EM Maximum Days of Postponement following the originally designated Averaging Date, Valuation Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be. In such event, the Settlement Price shall be determined on the next Scheduled Trading Day after the EM Maximum Days of Postponement (notwithstanding the fact that day may be a Disrupted Day) in accordance with the next applicable EM Disruption Fallback.

"EM FX Price Source" means, in respect of a Subject Currency, the price source(s) specified as such in the Applicable Transaction Terms (or any successor to such price source(s) as determined by the Calculation Agent).

"EM Maximum Cumulative Days of Postponement" means the number of days specified as such in the Applicable Transaction Terms or, if no such number is specified, 30 calendar days.

"EM Maximum Days of Postponement" means the number of days specified as such in the Applicable Transaction Terms or, if no such number is specified, 30 calendar days.

"EM Number of Settlement Days" means, in respect of a Subject Currency, the number of days on which commercial banks are open (or, but for the occurrence of an EM Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the or each Settlement Day Centre specified as such in the Applicable Transaction Terms (each, an **"EM Settlement Day"**). Where no such number or zero is so specified, then such rate shall be for settlement on the same day.

"EM Price Materiality Percentage" means the percentage specified as such in the Applicable Transaction Terms or, if no such percentage is specified, 3%.

"EM Primary Rate" means, in respect of a Subject Currency, the rate specified as such for such Subject Currency in the Applicable Transaction Terms.

"EM Secondary Rate" means, in respect of a Subject Currency, the rate specified as such for such Subject Currency in the Applicable Transaction Terms.

"EM Valuation Time" means, unless otherwise specified in the Applicable Transaction Terms, the time at which the EM FX Price Source publishes the relevant rate or rates from which the Settlement Price is calculated.

"General Inconvertibility" means the occurrence of any event that generally makes it impossible to convert a Subject Currency into the Base Currency in a Subject Currency Jurisdiction through customary legal channels.

"General Non-Transferability" means the occurrence of any event that generally makes it impossible to deliver (A) the Base Currency from accounts inside a Subject Currency Jurisdiction to accounts outside a Subject Currency Jurisdiction or (B) the Subject Currency between accounts inside a Subject Currency Jurisdiction or to a party that is a non-resident of a Subject Currency Jurisdiction.

"Governmental Authority" means (i) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or (ii) any other entity (private or public) charged with the regulation of the financial markets (including the central bank), in each case in any relevant jurisdiction.

"Hedging Disruption" means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge any relevant price risk of the Issuer issuing and performing its obligations with respect to the Notes, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

"Illiquidity Disruption" means the occurrence of any event in respect of any of the Base Currency, Subject Currency and/or Subject Currencies whereby it becomes impossible for the Calculation Agent to obtain a firm quote for such currency in an amount deemed necessary by the Calculation Agent to hedge its obligations under the Notes (in one or more transaction(s)) on the relevant Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day (or, if different, the day on which rates for such Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day would, in the ordinary course, be published or announced by the relevant Price Source or EM FX Price Source).

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

"Knock-in Determination Day" means the date(s) specified as such in the Applicable Transaction Terms, or otherwise each Scheduled Trading Day during the Knock-in Determination Period.

"Knock-in Determination Period" means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

"Knock-in Event" means the Knock-in Value is (A):

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or
- (iv) less than or equal to,

the Knock-in Level or (B) within the Knock-in Range, (x) on a Knock-in Determination Day, or (y) in respect of any Knock-in Determination Period, as specified in the Applicable Transaction Terms.

"Knock-in Level" means the FX Knock-in Level or the price, level, amount, percentage or value specified as such or otherwise determined in the relevant Applicable Transaction Terms, subject to adjustment in accordance with the provisions set forth in Foreign Exchange (FX) Rate Linked Condition 1(a) and Foreign Exchange (FX) Rate Linked Condition 1(b).

"Knock-in Period Beginning Date" means the date specified as such in the Applicable Transaction Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Applicable Transaction Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"Knock-in Period Ending Date" means the date specified as such in the Applicable Transaction Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified as applicable in

the Applicable Transaction Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"Knock-in Range" means the range of levels, prices, amounts, percentages or values specified as such or otherwise determined in the relevant Applicable Transaction Terms, subject to adjustment from time to time in accordance with the provisions set forth in Foreign Exchange (FX) Linked Condition 1 (*Non-EM Valuation and Disruption Provisions*) or, as the case may be, Foreign Exchange (FX) Linked Condition 2 (*EM Currency Valuation and Disruption Provisions*).

"Knock-in Valuation Time" means the time or period of time on any Knock-in Determination Day specified as such in the Applicable Transaction Terms or in the event that the Applicable Transaction Terms does not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time or, as the case may be, EM Valuation Time.

"Knock-in Value" has the meaning given to it in the Applicable Transaction Terms, being a term defined in Payout Condition 5.2.

"Knock-out Determination Day" means the date(s) specified as such in the Applicable Transaction Terms, or otherwise each Scheduled Trading Day during the Knock-out Determination Period.

"Knock-out Determination Period" means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

"Knock-out Event" means the Knock-out Value is (A):

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or
- (iv) less than or equal to,

the Knock-out Level or (B) within the Knock-out Range, (x) on a Knock-out Determination Day or (y) in respect of any Knock-out Determination Period, as specified in the Applicable Transaction Terms.

"Knock-out Level" means the price, level, amount, percentage or value specified as such or otherwise determined in the Applicable Transaction Terms, subject to adjustment in accordance with Foreign Exchange (FX) Linked Rate Condition 1(a) and Foreign Exchange (FX) Rate Linked Condition 1(b).

"Knock-out Period Beginning Date" means the date specified as such in the Applicable Transaction Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Applicable Transaction Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"Knock-out Period Ending Date" means the date specified as such in the Applicable Transaction Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Applicable Transaction Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"Knock-out Range" means the range of levels, prices, amounts, percentages or values specified as such or otherwise determined in the relevant Applicable Transaction Terms, subject to adjustment from time to time in accordance with the provisions set forth in Foreign Exchange (FX) Linked Condition 1 (*Non-EM Valuation and Disruption Provisions*) or, as the case may be, Foreign Exchange (FX) Linked Condition 2 (*EM Currency Valuation and Disruption Provisions*).

"Knock-out Valuation Time" means the time or period of time on any Knock-out Determination Day specified as such in the Applicable Transaction Terms or in the event that the Applicable Transaction Terms does not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time or, as the case may be, EM Valuation Time.

"Knock-out Value" means the price, level, amount, percentage or value specified as such or otherwise determined in the Applicable Transaction Terms, subject to adjustment in accordance with Foreign Exchange (FX) Linked Rate Condition 1(a) and Foreign Exchange (FX) Rate Linked Condition 1(b).

"Material Change in Circumstance" means the occurrence of any event (other than those events specified as Disruption Events or, as the case may be, EM Disruption Events) in the Subject Currency Jurisdiction beyond the control of the parties to a hedging arrangement in respect of the Notes which makes it impossible (A) for a party to fulfil its obligations under the hedging arrangement or (B) generally to fulfil obligations similar to such party's obligations under that hedging arrangement.

"Nationalisation" means any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives a party to a hedging arrangement in respect of the Notes of all or substantially all of its assets in the Subject Currency Jurisdiction.

"Observation Date" means the dates specified as such in the Applicable Transaction Terms or, if any such day is not a Scheduled Trading Day, (a) unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Applicable Transaction Terms, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is the Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 1(b) shall apply, or (b) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Applicable Transaction Terms, the immediately preceding Scheduled Trading Day for such Subject Currency and, in the event of an Unscheduled Holiday, subject to adjustment as set out in Foreign Exchange (FX) Rate Linked Note Condition 2(c) above, unless, in the opinion of the Calculation Agent, the resultant day determined in accordance with this sub-paragraph (b) is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 2(b) shall apply.

"Price Materiality" means that, in the determination of the Calculation Agent, the EM Primary Rate differs from any EM Secondary Rate by at least the EM Price Materiality Percentage or if there are insufficient responses on the relevant Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day to any survey used to calculate any such rate, then the EM Price Materiality Percentage will be deemed to be met.

"Price Source" means the published source, information vendor or provider containing or reporting the rate or rates from which the Settlement Price is calculated as specified in the Applicable Transaction Terms.

"Price Source Disruption" means that it becomes impossible to obtain the rate or rates from which the Settlement Price is calculated.

"Relevant Screen Page" means the relevant page specified as such in the Applicable Transaction Terms or any successor to such page or service acceptable to the Calculation Agent.

"Scheduled Trading Day" means:

- (a) where EM Foreign Exchange (FX) Rate Provisions are specified as not applicable in respect of a Subject Currency, a day on which commercial banks are open (or, but for the occurrence of a Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the principal financial centre of each of the Base Currency and the Subject Currency or Subject Currencies. In the case of euro, for these purposes, the principal financial centre shall be deemed to mean each of Frankfurt and Brussels; and
- (b) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of a Subject Currency, a day on which commercial banks are open (or, but for the occurrence of an EM Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the or each EM Scheduled Trading Day Jurisdiction specified in the Applicable Transaction Terms provided that where the Subject Currency is BRL, then notwithstanding the foregoing, if the Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day falls on a date that, as the Trade Date, is not a scheduled day on which commercial banks are open (or, but for the occurrence of an EM Disruption Event would have

been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in New York City (an "**NYC Business Day**"), then no adjustment to such date shall be made on account of the fact that such date is not an NYC Business Day.

"**Settlement Price**" means, subject as referred to in Foreign Exchange (FX) Rate Linked Notes Condition 1 or Foreign Exchange (FX) Rate Linked Notes Condition 2 above, as the case may be:

- (a) in the case of Foreign Exchange (FX) Rate Linked Notes relating to a basket of Subject Currencies and in respect of a Subject Currency:
 - (i) unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of such Subject Currency in the Applicable Transaction Terms, the spot rate of exchange appearing on the Relevant Screen Page at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as applicable, on (a) if Averaging is not specified in the Applicable Transaction Terms, the relevant Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day or (b) if Averaging is specified in the Applicable Transaction Terms, an Averaging Date, for the exchange of such Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged) or, if such rate is not available, the arithmetic mean (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer Subject Currency/Base Currency exchange rates (expressed as aforesaid) at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as applicable, on the relevant Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, of two or more leading dealers (as selected by the Calculation Agent) on a foreign exchange market (as selected by the Calculation Agent), multiplied by the relevant Weighting; or
 - (ii) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of such Subject Currency in the Applicable Transaction Terms, the rate of exchange appearing on the EM FX Price Source at the EM Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as applicable, on (a) if Averaging is not specified in the Applicable Transaction Terms, the relevant Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day or (b) if Averaging is specified in the Applicable Transaction Terms, an Averaging Date, for the exchange of such Subject Currency per one unit of the Base Currency for settlement on the EM Number of Settlement Days, multiplied by the relevant Weighting; and
- (b) in the case of Foreign Exchange (FX) Rate Linked Notes relating to a single Subject Currency:
 - (i) unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of such Subject Currency in the Applicable Transaction Terms, an amount equal to the spot rate of exchange appearing on the Relevant Screen Page at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as applicable, on (a) if Averaging is not specified in the Applicable Transaction Terms, the relevant Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day or (b) if Averaging is specified in the Applicable Transaction Terms, an Averaging Date, for the exchange of such Subject Currency into the Base Currency (expressed as the number of units (or part units) of the Subject Currency for which one unit of the Base Currency can be exchanged) or, if such rate is not available, the arithmetic mean (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer Subject Currency/Base Currency exchange rates (expressed as aforesaid) at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as applicable, on the relevant Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, of two or more leading dealers (as selected by the Calculation Agent) on a foreign exchange market (as selected by the Calculation Agent); or

- (ii) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of such Subject Currency in the Applicable Transaction Terms, the rate of exchange appearing on the EM FX Price Source at the EM Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as applicable, on (a) if Averaging is not specified in the Applicable Transaction Terms, the relevant Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day or (b) if Averaging is specified in the Applicable Transaction Terms, an Averaging Date, for the exchange of such Subject Currency per one unit of the Base Currency for settlement on the EM Number of Settlement Days.

"Settlement Price Date" means the Automatic Early Redemption Valuation Date, Strike Date, Observation Date or Valuation Date, as the case may be.

"Specified Maximum Days of Disruption" means the number of days specified in the Applicable Transaction Terms, or if not so specified, five Scheduled Trading Days.

"Strike Date" means the Strike Date specified in the Applicable Transaction Terms or, if such day is not a Scheduled Trading Day, (a) unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Applicable Transaction Terms, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 1(b) (*Consequences of a Disruption Event*), or (b) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Applicable Transaction Terms, the immediately preceding Scheduled Trading Day for such Subject Currency and, in the event of an Unscheduled Holiday, subject to adjustment as set out in Foreign Exchange (FX) Rate Linked Note Condition 2(c) above, unless, in the opinion of the Calculation Agent, the resultant day determined in accordance with this sub-paragraph (b) is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 2(b) shall apply.

"Strike Day" means each date specified as such in the relevant Applicable Transaction Terms.

"Strike Period" means the period specified as the Strike Period in the Applicable Transaction Terms.

"Subject Currency" means the currency(ies) specified as such in the Applicable Transaction Terms (together, **"Subject Currencies"**).

"Subject Currency Jurisdiction" means each country for which the relevant Subject Currency is the lawful currency.

"Unscheduled Holiday" means a day that is not a Scheduled Trading Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in the principal financial centre of the Subject Currency two Scheduled Trading Days prior to the relevant scheduled Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day.

"Valid Date" means, in respect of an Averaging Date or an Observation Date or Knock-in Determination Day or Knock-out Determination Day, a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date or Observation Date or Knock-in Determination Day or Knock-out Determination Day, respectively, does not occur.

"Valuation Date" means any Coupon Valuation Date and/or Redemption Valuation Date, as the case may be, specified in the Applicable Transaction Terms or, if such day is not a Scheduled Trading Day, (a) unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Applicable Transaction Terms, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 1(b) shall apply, or (b) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Applicable Transaction Terms, the immediately preceding Scheduled Trading Day for such Subject Currency and, in the event of an Unscheduled Holiday, subject to adjustment as set out in Foreign Exchange (FX) Rate Linked Note Condition 2(c) above, unless, in the opinion of the Calculation Agent, the resultant day determined in accordance with this sub-paragraph (b) day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 2(b) shall apply.

"Valuation Time" means, unless otherwise specified in the Applicable Transaction Terms, the time at which the Price Source publishes the relevant rate or rates from which the Settlement Price is calculated.

"Weighting" means, in relation to a Subject Currency, the percentage specified as such in the Applicable Transaction Terms.

ANNEX 7

ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

*If specified as applicable in the Applicable Transaction Terms, the terms and conditions applicable to payouts shall comprise the Conditions and the additional terms and conditions for payouts set out below (the "**Payout Conditions**"), together with the terms and conditions as set out in each other Annex which is specified as applicable in the Applicable Transaction Terms and subject to completion in the Applicable Transaction Terms. In the event of any inconsistency between (i) the Conditions and/or any other Annex and (ii) the Payout Conditions, the Payout Conditions shall prevail. In the event of any inconsistency between (i) the Conditions and/or any other Annex and/or the Payout Conditions and (ii) the Applicable Transaction Terms, the Applicable Transaction Terms shall prevail.*

1. Reference Item Linked Notes

(a) Use of Payout Conditions

These Payout Conditions set out the methodology for determining various payouts and product features in respect of the Notes. The applicable text shown in Payout Conditions 2, 3, 4 and 5 below will be extracted, included and completed at the paragraph indicated in the Applicable Transaction Terms on the basis that (i) applicable text (including, where appropriate, section headings and terms defined in Payout Condition 5 which are required to be completed) from the relevant Payout Condition will be set out at the paragraph indicated in the Applicable Transaction Terms and (ii) inapplicable text (and any terms defined in Payout Condition 5 which are not required to be completed) need not be included. For the avoidance of doubt, a Rate of Interest or a Final Payout may equal the sum of two or more payouts. In addition, where Payout Condition 8 (*UVR Inflation-Adjusted Notes*) applies, the words "adjusted by the relevant Inflation Adjusted Rate" may be added where appropriate together with the appropriate text shown in Payout Conditions 2, 3, 4 and 5 below.

(b) Use of Terms

Terms in these Payout Conditions or in the Applicable Transaction Terms may be attributed a numerical or letter suffix value when included in the Applicable Transaction Terms. Without limitation, the suffix can be denoted as "j", "k", "m", "q", "n", "t", "i", "A", "B", "C" or "1", "2", "3" etc. and the term may be completed on the basis of the number or numbers represented by "j", "k", "m", "q", "n", "t", "i", "A", "B", "C" or "1", "2", "3" etc. as chosen at the time of an issue of Notes. Moreover suffixes may be placed in series as necessary, such as "A(1)", "B(1)", "C(1)" etc. When applicable and in order to improve the reading and intelligibility of the formula(e) in the Applicable Transaction Terms, the applicable suffixes may be included, completed and the relation between the term and the suffix will be explained and may be presented as a table, if necessary, in the Applicable Transaction Terms. A term in Payout Condition 5 may be included in the relevant Applicable Transaction Terms section more than once if there is more than one number represented by the term "n", "t" or "i". Conjunctions (e.g. or, and, but) and punctuation may also be included where appropriate. Suffixes may denote that a relevant term relates to an asset, item or date associated with that suffix.

The constituent parts of any formula(e) or term(s) used in these Payout Conditions and that are to be specified in the Applicable Transaction Terms may be replaced in the Applicable Transaction Terms by the prescribed amount, level, or percentage or other value or term (the "**Variable Data**"). If a Variable Data has a value of either zero or one, or is not applicable in respect of the relevant formula(e), then the related formula(e) may be simplified, for the purpose of improving the reading and intelligibility in the formula(e) in Applicable Transaction Terms, by deleting such Variable Data.

(c) Note types

The Applicable Transaction Terms will specify the Interest Basis applicable in respect of a Note. Such Notes are, where the Interest Basis is: Equity Linked, an "**Equity Linked Interest Note**"; Inflation Linked, an "**Inflation Linked Interest Note**"; Reference Item Rate Linked, a "**Reference Item Rate Linked Interest Note**"; Fund Linked, a "**Fund Linked Interest Note**"; ETF Linked, a "**ETF Linked Interest Note**"; Credit Linked, a "**Credit Linked Interest Note**"; or Foreign Exchange (FX) Rate Linked, a "**Foreign Exchange (FX) Rate Linked Interest Note**" (each, a "**Reference Item Linked Interest Note**"). The Notes can also bear no interest in which case the Notes may be Zero Coupon Notes, if so specified in the Applicable Transaction Terms.

The Applicable Transaction Terms will specify the Redemption/Payment Basis applicable in respect of a Note. Such Notes are, where the Redemption/Payment Basis is: Equity Linked, an "**Equity Linked Redemption Note**"; Inflation Linked, an "**Inflation Linked Redemption Note**"; Reference Item Rate Linked, a "**Reference Item Rate Linked Redemption Note**"; ETF Linked, a "**ETF Linked Redemption Note**"; Fund Linked, a "**Fund Linked Redemption Note**"; Credit Linked, a "**Credit Linked Redemption Note**"; or Foreign Exchange (FX) Rate Linked, a "**Foreign Exchange (FX) Rate Linked Redemption Note**" (each, a "**Reference Item Linked Redemption Note**").

2. Interest Rates Payout Formula(e) and Final Payouts for Reference Item Linked Notes

2.1 Interest Rate Payout Formula(e)

For insertion and completion into Paragraph 18(vi) (Rate of Interest) in the Applicable Transaction Terms. Note: where a Rate of Interest is a fixed or floating rate, paragraph 19 or 20 as applicable, in the Applicable Transaction Terms should be completed.

(i) **"Rate of Interest (i)"**

Rate(i)

(ii) **"Rate of Interest (ii)"**

Leverage(i) * Rate(i) + Spread(i)

(iii) **"Rate of Interest (iii)"**

Leverage(i) * Reference Spread(i) + Spread(i)

(iv) **"Rate of Interest (iv)"**

Previous Interest(i) + Leverage(i) * Reference Item Rate(i) + Spread(i)

(v) **"Rate of Interest (v)"**

Leverage(i) * (Coupon Value(i) + Spread(i)) + Constant Percentage(i)

(vi) **"Rate of Interest (vi)"**

Constant Percentage (i) + Max[Floor Percentage; Leverage*
(Coupon Value(i) – Strike Percentage)]

(vii) **"Rate of Interest (vii)"**

Constant Percentage(i) + Min [Cap Percentage; Max[Floor Percentage; Leverage* (Coupon Value(i)) – Strike Percentage]]

(viii) **"Rate of Interest (viii)" "Range Accrual"**

$Leverage(i) * (Rate(i) + Spread(i)) * \frac{n}{N}$

(ix) **"Rate of Interest (ix)" "Digital One Barrier":**

(A) If the Coupon Barrier Condition [1] is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period]

[Constant Percentage[1]] [select and insert the Interest Payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive) or "Rate of Interest (xxv)"; for the avoidance of doubt the selected interest payout formula for this paragraph (A) may be different from the interest payout formula for paragraph (B)];

(B) Otherwise:

[zero][Constant Percentage 2] [*select and insert the Interest Payout formula from one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive) or "Rate of Interest (xxv)"; for the avoidance of doubt the selected interest payout formula for this paragraph (B) may be different from the interest payout formula for paragraph(A)].*

(x) **"Rate of Interest (x)" "Podium":**

(A) If Coupon Barrier Condition [1] is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period]

[Constant Percentage 1][*select and insert the Interest Payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive) or "Rate of Interest (xxv)"; or*

(B) If Coupon Barrier Condition [2] is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period] and Coupon Barrier Condition [1] is not satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period]:

[Constant Percentage 2] [*select and insert the Interest Payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive) or "Rate of Interest (xxv)"; for the avoidance of doubt the selected interest payout formula for this paragraph (B) may be different from the interest payout formula for paragraph(A)];*

(C) Otherwise:

[zero] [Constant Percentage 3] [*select and insert the interest payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive) or "Rate of Interest (xxv)"; for the avoidance of doubt the selected interest payout formula for this paragraph (C) may be different from the interest payout formulae for (A) and (B) respectively].*

(The above provisions of paragraph (B) may be duplicated in case more than two Coupon Barriers apply)

(xi) **"Rate of Interest (xi)" "Memory Coupon"**

(A) If the Barrier Count Condition is satisfied in respect of a ST Coupon Valuation Date:

Rate(i) + SumRate(i); or

(B) Otherwise, zero.

(xii) **"Rate of Interest (xii)" "Counter"**

Rate(i) * n

(xiii) **"Rate of Interest (xiii) – Variable Counter"**

Rate(n)

(xiv) **"Rate of Interest (xiv)" "Call with Individual Caps"**

$$\text{Max} \left[\text{MinCoupon}(i); \sum_{k=1}^K (\text{RIWeighting}(k) * \text{Max}[\text{FloorPercentage}(i); \text{Min}[\text{CapPercentage}(i); \text{CouponValue}(i, k)]) - \text{StrikePercentage}(i)] \right] + \text{ConstantPercentage}(i)$$

(xv) **"Rate of Interest (xv)" "Cappuccino"**

$$\text{Max} \left[\text{MinCoupon}(i); \sum_{k=1}^K (\text{RIWeighting}(k) * \text{Max}[\text{FloorPercentage}(i); \text{CappuccinoBarrierValue}(i, k)]) - \text{StrikePercentage}(i) \right] + \text{ConstantPercentage}(i)$$

(xvi) **"Rate of Interest (xvi)" "Fixed Best"**

$$\text{Max} \left[\text{MinCoupon}(i); \sum_{k=1}^K (\text{RIWeighting}(k) * \text{Max}[\text{FloorPercentage}(i); \text{ModifiedValue}(i, k)]) - \text{StrikePercentage}(i) \right]$$

(xvii) **"Rate of Interest (xvii)" "Cliquet"**

$$\text{Max} \left[\sum_{i=1}^T (\text{Max}[\text{FloorPercentage}(i); \text{Min}[\text{CapPercentage}(i); \text{CouponValue}(i)]]) - \text{StrikePercentage}, \text{FloorPercentage1} \right]$$

(xviii) **"Rate of Interest (xviii)" "Cliquet Digital"**

(A) If Cliquet Digital Performance is greater than Constant Percentage 1:

Cliquet Digital Performance; or

(B) If Cliquet Digital Performance is greater than or equal to Constant Percentage 2 and is less than or equal to Constant Percentage 1:

Constant Percentage 1; or

(C) If Cliquet Digital Performance is less than Constant Percentage 2:

Constant Percentage 2.

(xix) **"Rate of Interest (xix)" "Cliquet Digital Lock in"**

$$\text{Max} \left[\text{FloorLockin}; \sum_{i=1}^T (\text{Max}[\text{FloorPercentage}(i); \text{Min}[\text{CapPercentage}(i); \text{CouponValue}(i)]]) - \text{StrikePercentage}; \text{FloorPercentage1} \right]$$

(xx) **"Rate of Interest (xx)" "Digital Coupon One Condition"**

(A) If the Digital Coupon Condition 1 is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period]:

Rate A(i); or

(B) if the Digital Coupon Condition 1 is not satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period]:

Rate B(i).

(xxi) **"Rate of Interest (xxi)" "Digital Coupon Two Conditions"**

(A) If the Digital Coupon Condition 1 is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period]:

Rate A(i); or

(B) If the Digital Coupon Condition 1 is not satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period], but the Digital Coupon Condition 2 is satisfied in respect of such [ST Coupon Valuation Date][ST Coupon Valuation Period]:

Rate B(i); or

(C) Otherwise:

Rate C(i).

(xxii) **"Rate of Interest (xxii)" – "TARN"**

- (A) In respect of each Interest Period other than the Target Final Interest Period [and provided that an Automatic Early Redemption Event has not occurred]:

[select and insert the interest payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive) or "Rate of Interest (xxv)"; [and]

- (B) in respect of the Target Final Interest Period [and provided that an Automatic Early Redemption Event has not occurred]:

Final Interest Rate[; and

- (C) In respect of the Interest Period in which an Automatic Early Redemption Event occurs:

Final AER Interest Rate].

For the purposes of paragraph (B) [and (C)] above and notwithstanding anything to the contrary in the Conditions, the Day Count Fraction for the purposes of calculating the Interest Amount for the Target Final Interest Period [or the Interest Period in which an Automatic Early Redemption Event occurs] in accordance with Condition 5(b)(viii) (*Calculation of Interest Amount*) shall be 1.

(xxiii) **"Rate of Interest (xxiii)" – "Ratchet"**

Min [Cap Percentage; Max [Previous Interest(i); Rate(i)]]

(xxiv) **"Rate of Interest (xxiv)" – "Booster"**

(insert the following if a cap is applicable)

Constant Percentage + Min [Cap Percentage; Max [Floor Percentage, Booster Number * Constant Percentage 2]]

(insert the following if a cap is not applicable)

Constant Percentage + Max [Floor Percentage, Booster Number * Constant Percentage 2]

(xxv) **"Rate of Interest (xxv)"**

Coupon Value (i)

(xxvi) **"Rate of Interest (xxvi)" – "Call Option Interest Rate":**

- (A) in respect of the first Interest Payment Date:

[specify percentage];

- (B) in respect of any Interest Payment Date (other than the first Interest Payment Date and the Final Interest Payment Date) in respect of which the Issuer Call is exercised, the percentage specified in the table below in respect of such Interest Payment Date:

Interest Payment Date	Percentage
<i>[specify]</i>	<i>[specify]%</i>
<i>[Repeat as necessary in each row.]</i>	<i>[Repeat as necessary in each row.]</i>

(C) in respect of any Interest Payment Date (other than the first Interest Payment Date and the Final Interest Payment Date) in respect of which the Issuer Call is not exercised, [specify percentage]; or

(D) in respect of the Final Interest Payment Date:

[select and insert the Interest Payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" or "Rate of Interest (xxv)" (inclusive)].

(xxvii) **"Rate of Interest (xxvii)" – "Put Option Interest Rate":**

(A) in respect of the first Interest Payment Date:

[specify percentage];

(B) in respect of any Interest Payment Date (other than the first Interest Payment Date and the Final Interest Payment Date) in respect of which the Noteholder Put is exercised, the percentage specified in the table below in respect of such Interest Payment Date:

Interest Payment Date	Percentage
[specify]	[specify]%
[Repeat as necessary in each row.]	[Repeat as necessary in each row.]

(C) in respect of any Interest Payment Date (other than the first Interest Payment Date and the Final Interest Payment Date) in respect of which the Noteholder Put is not exercised, [specify percentage]; or

(D) in respect of the Final Interest Payment Date:

[select and insert the Interest Payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" or "Rate of Interest (xxv)" (inclusive)].

(xxviii) **"Rate of Interest (xxviii) – Lock in"**

(A) If Coupon Barrier Condition 1 is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][then in respect of the related Interest Payment Date][and provided that [(B)] [or] [(C)] below [is][are] not also satisfied in respect of such [ST Coupon Valuation Date][ST Coupon Valuation Period]]:

[zero][Constant Percentage 1][Rate(i)+SumRate(i)][select and insert the interest payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive) or "Rate of Interest (xxv)"]

[and in respect of each subsequent Interest Payment Date]:

[zero][Constant Percentage 1][select and insert the interest payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive) or "Rate of Interest (xxv)"] [or]

[Otherwise:

[zero][Constant Percentage [1][2][3][4]][select and insert the interest payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive) or "Rate of Interest (xxv)"] [Rate(i)+SumRate(i)].

(B) [Not applicable] If Coupon Barrier Condition [2] is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][then (A) above will not apply] and [in respect of the related Interest Payment Date][and each subsequent Interest Payment

Date][and provided that [(C)] below [is] not also satisfied in respect of such [ST Coupon Valuation Date][ST Coupon Valuation Period]]:

[zero][Constant Percentage 1][2][3][4]][*select and insert the interest payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive) or "Rate of Interest (xxv)"*][Rate(i)+SumRate(i)]; for the avoidance of doubt the selected final payout formula for this paragraph may be different from the final payout formula for the above paragraph].

- (C) [Not applicable] If Coupon Barrier Condition [3] is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][then (A) and (B) above will not apply] [in respect of the related Interest Payment Date][and each subsequent Interest Payment Date]:

[zero][Constant Percentage 1][*select and insert the Interest Payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive) or "Rate of Interest (xxv)"*][Rate(i)+SumRate(i)]; for the avoidance of doubt the selected final payout formula for this paragraph may be different from the final payout formulae for (A) and (B) respectively].

- [(D) [Provided] [further] [that if no Lock in has occurred] [the Rate of Interest in respect of the Final Interest Payment Date will be [zero][Constant Percentage 4][*select and insert the Interest Payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive)*][Rate(i)+SumRate(i)]; for the avoidance of doubt the selected final payout formula for this paragraph (D) may be different from the final payout formulae for (A), (B) and (C) respectively].

(xxix) **"Rate of Interest (xxix) – Himalaya"**

Max [0%; Min [Cap Percentage; Performance Final]]

(xxx) **"Rate of Interest (xxx)"**

- (A) (i) If the Barrier Count Condition is satisfied in respect of a ST Coupon Valuation Date, the relevant Fixed Best Percentage * Constant Percentage; or otherwise
- (ii) zero; plus
- (B) [select and insert the interest payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive) or "Rate of Interest (xxv)"][Rate(i)+SumRate(i)].

(xxxii) **"Rate of Interest (xxxii) – Switchable"**

- (A) If the Switch Condition is satisfied:

[Constant Percentage 1] [*select and insert the interest payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive) or "Rate of Interest (xxv)"*][Rate(i) * n] [Min [Cap Percentage; Max [Floor Percentage; Leverage * RI Value]]]; or

- (B) If the Switch Condition is not satisfied:

[zero] [Constant Percentage 2] [*select and insert the interest payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (viii)" (inclusive) or "Rate of Interest (xxv)"*][Rate(i) * n] [Min [Cap Percentage; Max [Floor Percentage; Leverage * RI Value]]].

(xxxiii) **"Rate of Interest (xxxiii) – CMS1010"**

$$\frac{\text{Max}[DV01_{20y}, 1.25 * DV01_{10y}] * CMS20 - DV01_{10y} * CMS10}{\text{Max}[DV01_{20y}, 1.25 * DV01_{10y}] - DV01_{10y}}$$

where:

"CMS 20" means Rate [1] in respect of the relevant Interest Determination Date as specified in item 20 below;

"CMS 10" means Rate [2] in respect of the relevant Interest Determination Date as specified in item 20 below.

(xxxiii) **"Rate of Interest (xxxiii)" "Digital Barrier":**

- (1) In respect of every Interest Payment Date prior to the final Interest Payment Date specified in item 18(i):
 - (A) If the Coupon Barrier Condition is satisfied in respect of a ST Coupon Valuation Date (n):
Constant Percentage 1; or
 - (B) Otherwise:
zero; and
- (2) in respect of the final Interest Payment Date specified in item 18(i):
 - (A) If Coupon Barrier Condition 1 is satisfied in respect of a ST Coupon Valuation Date:
Constant Percentage 1; or
 - (B) Otherwise [if no Interest Amount has been payable since the Issue Date] [Constant Percentage 2][or][if an Interest Amount has been payable since the Issue Date]:
Constant Percentage [3].

2.2 **Final Payouts Formula(e)**

For completion and insertion into Paragraph 31 (*Final Payout*) of the applicable Final Terms or Paragraph 33 (*Final Payout*) (or other relevant paragraph) of the applicable Pricing Supplement:

- (i) **"Redemption (i)"**
FR Value
- (ii) **"Redemption (ii)"**
 $\text{Constant Percentage} + (\text{Leverage} * (\text{Strike Percentage} - \text{FR Value})) * \text{RI FX Rate}$
- (iii) **"Redemption (iii)"**
 $\text{Constant Percentage} + (\text{Leverage} * \text{Max} [\text{Floor Percentage}; \text{Additional Leverage} * (\text{Cap Percentage} - (\text{FR Value} - \text{Strike Percentage}))]) * \text{RI FX Rate}$
- (iv) **"Redemption (iv)"**
 $\text{Constant Percentage} + (\text{Leverage} * (\text{Min} [\text{Call Cap Percentage}; \text{Max} [\text{Cap Floor Percentage}; \text{Call Leverage} * (\text{FR Value} - \text{Strike Percentage}) + \text{Call Spread Percentage}]))) * \text{RI FX Rate}$
- (v) **"Redemption (v)"**
 $\text{Constant Percentage} + (\text{Leverage} * (\text{Min} [\text{Put Cap Percentage}; \text{Max} [\text{Put Floor Percentage}; \text{Put Strike Percentage} - \text{Put Leverage} * (\text{FR Value} - \text{Strike Percentage})])]) * \text{RI FX Rate}$

(vi) **"Redemption (vi)"**

Constant Percentage + (Leverage * (Min [Call Cap Percentage; Max [Call Floor Percentage; Call Leverage * FR Value + Call Strike Percentage]])) * RI FX Rate + (Additional Leverage * (Min [Put Cap Percentage; Max [Put Floor Percentage; Put Strike Percentage - Put Leverage * FR Value]])) * RI FX Rate

(vii) **"Redemption (vii)" "Booster"**

Constant Percentage 1 + (Constant Percentage 2 + Booster Number * Constant Percentage 3) * FR Value

(viii) **"Redemption (viii)" "Digital":**

- (A) If Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period]:

[Constant Percentage 1][*select and insert the final payout formula from any one of "Redemption (i)" to "Redemption (vii) - Booster" (inclusive)*][no Final Redemption Amount will be payable and Physical Delivery will apply]; or

- (B) Otherwise [if no Interest Amount has been payable since the Issue Date, Constant Percentage 2] [if an Interest Amount has been payable since the Issue Date:]

[Constant Percentage [2/3]][*select and insert the final payout formula from any one of "Redemption (i)" to "Redemption (vii) - Booster" (inclusive); for the avoidance of doubt the selected final payout formula for this paragraph (B) may be different from the final payout formula for paragraph (A)*][no Final Redemption Amount will be payable and Physical Delivery will apply].

(ix) **"Redemption (ix) – Digital with Knock-in"**

- (A) If Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and no Knock-in Event has occurred:

[Constant Percentage 1][*select and insert the final payout formula from any one of "Redemption (i)" to "Redemption (vii) - Booster" (inclusive)*][no Final Redemption Amount will be payable and Physical Delivery will apply]; or

- (B) Otherwise:

[Constant Percentage 2][*select and insert the final payout formula from any one of "Redemption (i)" to "Redemption (vii) - Booster" (inclusive); for the avoidance of doubt the selected final payout formula for this paragraph (B) may be different from the final payout formula for paragraph (A)*][no Final Redemption Amount will be payable and Physical Delivery will apply].

(x) **"Redemption (x)" "Podium":**

- (A) If Final Redemption Condition 1 is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period]:

[Constant Percentage 1][*select and insert the final payout formula from any one of "Redemption (i)" to "Redemption (vii) - Booster" (inclusive)*][no Final Redemption Amount will be payable and Physical Delivery will apply]; or

- (B) If Final Redemption Condition [2] is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and Final Redemption Condition [1] is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period]

[Constant Percentage 2][*select and insert the final payout formula from any one of "Redemption (i)" to "Redemption (vii) - Booster" (inclusive); for the avoidance of*

doubt the selected final payout formula for this paragraph (B) may be different from the final payout formula for paragraph (A)][no Final Redemption Amount will be payable and Physical Delivery will apply]; or

(C) Otherwise:

[Constant Percentage 3][select and insert the final payout formula from any one of "Redemption (i)" to "Redemption (vii) - Booster" (inclusive); for the avoidance of doubt the selected final payout formula for this paragraph (C) may be different from the final payout formula for any of the preceding paragraphs][no Final Redemption Amount will be payable and Physical Delivery will apply].

(The above provisions of (B) may be duplicated in case more than two Final Redemption Condition Levels apply).

(xi) **"Redemption (xi)" "Reverse Knock-in Standard"**

(A) If no Knock-in Event has occurred:

[Constant Percentage 1][no Final Redemption Amount will be payable and Physical Delivery will apply]; or

(B) If a Knock-in Event has occurred:

[Min [Constant Percentage 2; FR Value]][no Final Redemption Amount will be payable and Physical Delivery will apply].

(xii) **"Redemption (xii)" "Reverse Knock-in"**

(A) If no Knock-in Event has occurred:

[Constant Percentage 1][no Final Redemption Amount will be payable and Physical Delivery will apply]; or

(B) If a Knock-in Event has occurred:

[Max [Constant Percentage 2 + Leverage * Option; 0]][no Final Redemption Amount will be payable and Physical Delivery will apply].

(xiii) **"Redemption (xiii)" "Knock-in Standard"**

(A) If Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period]:

[100% + FR Additional Rate][no Final Redemption Amount will be payable and Physical Delivery will apply]; or

(B) If Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and no Knock-in Event has occurred:

[100% + Coupon Airbag Percentage][no Final Redemption Amount will be payable and Physical Delivery will apply]; or

(C) If Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and a Knock-in Event has occurred:

[Min [Constant Percentage; FR Value]][no Final Redemption Amount will be payable and Physical Delivery will apply].

(xiv) **"Redemption (xiv)" "Twin Win"**

(Insert the following if a cap is not applicable)

(A) If a Knock-out Event has occurred:

[Constant Percentage 1 + (Max [Floor Percentage; Lever Down * FR Value]) * RI FX Rate][no Final Redemption Amount will be payable and Physical Delivery will apply]; or

(B) If no Knock-out Event has occurred:

[Constant Percentage 2 + (Lever Up 1 * Max [Strike Percentage - FR Value; Floor Percentage 1]) * RI FX Rate + (Lever Up 2 * Max [FR Value - Strike Percentage 1; Floor Percentage 2]) * RI FX Rate][no Final Redemption Amount will be payable and Physical Delivery will apply]

(Insert the following if a cap is applicable)

(A) If a Knock-out Event has occurred:

[Constant Percentage [1][2][3][4] + (Max [Floor Percentage; Lever Down * FR Value]) * RI FX Rate][no Final Redemption Amount will be payable and Physical Delivery will apply]; or

(B) If no Knock-out Event has occurred:

[Constant Percentage [1][2][3][4] + (Lever Up 1 * Max [Strike Percentage - FR Value; Floor Percentage 1]) * RI FX Rate + (Lever Up 2 * Min [Cap Percentage; Max [FR Value - Strike Percentage 1; Floor Percentage 2]]) * RI FX Rate][no Final Redemption Amount will be payable and Physical Delivery will apply].

(xv) **"Redemption (xv)" "Himalaya "**

$$ConstantPercentage1 + Leverage * Max \left[\frac{1}{TotalM} * \sum_{i=1}^M Max[BestLockValue(i) - StrikePercentage(i); Local Floor Percentage(i)]; 0 \right]$$

(xvi) **"Redemption (xvi)" "Memory"**

Constant Percentage + SumRate(n)

(xvii) **"Redemption (xvii) – Lock in"**

(A) If Lock in has occurred:

[100%][select and insert the final payout formula from any one of "Redemption (i) to "Redemption (vii) - Booster" (inclusive)]; or

(B) If Lock in has not occurred:

[100%][select and insert the final payout formula from any one of "Redemption (i) to "Redemption (vii) - Booster" (inclusive)].

(xviii) **"Redemption (xviii)"**

(A) If the Barrier Count Condition is satisfied in respect of a ST Coupon Valuation Date:

Constant Percentage [1]; or

(B) otherwise:

Constant Percentage [2] * Worst Value

(xix) **"Redemption (xix)" "Switchable"**

(A) If the Switch Condition is satisfied:

[Constant Percentage 1] *[select and insert the final payout formula from any one of "Redemption (i)" to "Redemption (vii) – Booster" (inclusive); for the avoidance of doubt the selected final payout formula for this paragraph may be different from the final payout formula for the below paragraph]; or*

(B) If the Switch Condition is not satisfied:

[Constant Percentage 2] *[select and insert the final payout formula from any one of "Redemption (i)" to "Redemption (vii) – Booster" (inclusive); for the avoidance of doubt the selected final payout formula for this paragraph may be different from the final payout formula for the below paragraph].*

(xx) **"Redemption (xx)" "Alternate Currency"**

(A) If the Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date] [ST Redemption Valuation Period]:

[Calculation Amount*Constant Percentage 1] *[specify amount and currency]* [no Final Redemption Amount will be payable and Physical Delivery will apply]; or

(B) Otherwise:

[Calculation Amount*Constant Percentage 2] *[specify amount and currency]* [no Final Redemption Amount will be payable and Physical Delivery will apply].

(xxi) **"Redemption (xxi)" "Leveraged FX"**

Max [CA + (LA – FRA); 0]

Where:

"CA" means the Calculation Amount;

"LA" means the Leverage Amount of *[insert amount in Specified Currency]*; and

"RA" means the FX Reference Amount.

3. **Automatic Early Redemption Amounts**

If Automatic Early Redemption is specified as applicable in the Applicable Transaction Terms and an Automatic Early Redemption Event occurs, then:

For insertion into Paragraph 32(iii) of the applicable Final Terms (*Automatic Early Redemption Payout*) or Paragraph 34(iii) (*Automatic Early Redemption Payout*) (or other relevant Paragraph) of the applicable Pricing Supplement.

(i) If ST Automatic Early Redemption is specified in the Applicable Transaction Terms, the following formula shall be inserted and completed in Automatic Early Redemption Payout:

Calculation Amount * (AER Percentage + AER Additional Rate); or

(ii) If Target Automatic Early Redemption is specified in the Applicable Transaction Terms, the following formula shall be inserted and completed in the Automatic Early Redemption Payout:

Calculation Amount* (100%[+Final Interest Rate]);

4. **Entitlement Amounts for Physical Delivery**

For insertion into Paragraph 48 (*Provisions applicable to Physical Delivery – Entitlement Amount*) of the applicable Final Terms or Paragraph 50 (*Provisions applicable to Physical Delivery*) (or other relevant Paragraph) of the applicable Pricing Supplement:

Calculation Amount / (Constant Percentage * Performing RI Strike Price * FX)

The Entitlement Amount will be rounded down to the nearest unit of the Relevant Assets capable of being delivered (the "**Equity Element**") and in lieu thereof the Issuer will pay a residual amount (the "**Residual Amount**") equal to:

$$(\text{Entitlement Amount} - \text{Equity Element}) * \text{Physical Delivery Price} * \text{FX}$$

5. Definitions

5.1 General Definitions

"**Additional Leverage**" means [*specify percentage*].

"**AER Additional Rate**" means, in respect of a [ST ER Valuation Date] or [ST ER Valuation Period], [the AER Rate][AER Rate DCF][AER Rate MT].

"**AER Percentage**" means [*specify percentage*].

"**AER Rate**" means [*specify rate*].

"**AER Rate DCF**" means a percentage calculated as the product of the AER Rate and the applicable Day Count Fraction.

"**AER Rate MT**" means the product of (a) [*specify rate*] and (b) the number of [Interest Periods][ST Valuation Dates][Automatic Early Redemption Valuation Dates] from the Issue Date to [and including][but excluding] the [Interest Period in which the relevant Automatic Early Redemption Valuation Date falls][the date of the relevant Automatic Early Redemption Valuation Date].

"**AER Reference Item Rate**" means [*specify floating rate*].

"**AER Value**" means [*specify value from Payout Condition 5.2*].

"**Barrier Percentage Strike Price**" means [*specify percentage*].

"**Basket**" means: (a) if the relevant Reference Items are Share Indices, the Share Index Basket (as defined in the Equity Linked Conditions) as specified in the Applicable Transaction Terms; (b) if the relevant Reference Items are Shares, the Share Basket (as defined in the Equity Linked Conditions) as specified in the Applicable Transaction Terms; (c) if the relevant Reference Items are Inflation Indices, a basket composed of each Inflation Index specified in the Applicable Transaction Terms; (d) if the relevant Reference Items are ETFs, the ETF Basket (as defined in the ETF Linked Conditions) as specified in the Applicable Transaction Terms; (e) if the relevant Reference Items are Fund Shares, the Fund Basket (as defined in the Fund Linked Conditions) as specified in the Applicable Transaction Terms; and (f) if the relevant Reference Items are Subject Currencies, a basket composed of each Subject Currency specified in the Applicable Transaction Terms, in each case subject to Weightings if specified in the Applicable Transaction Terms.

"**Best Lock Value(i)**" means, in respect of a [ST Valuation Date] [or ST Valuation Period], the highest RI Value on such [ST Valuation Date] [ST Valuation Period] of the Reference Item(s) in Himalaya Basket(i).

"**Booster Level**" means [*specify percentage*].

"**Booster Number**" means the number of times that the Booster Condition is satisfied.

"**Booster Value**" means, in respect of a ST Valuation Date or ST Valuation Period, [*specify defined term from Payout Condition 5.2*].

"**Call Cap Percentage**" means [*specify percentage*].

"**Call Constant Percentage**" means [*specify percentage*].

"**Call Floor Percentage**" means [*specify percentage*].

"**Call Leverage**" means [*specify percentage*].

"**Call Rate**" means:

Constant Percentage(i) + Leverage(i) * Max [Coupon Value(i) – Strike Percentage(i) + Spread(i); Floor Percentage(i)]

"**Call Spread Rate**" means:

Constant Percentage(i) + Leverage(i) * Min [Max [Coupon Value(i) – Strike Percentage(i) + Spread(i); Floor Percentage(i)]; Cap Percentage(i)]

"**Call Spread Percentage**" means *[specify percentage]*.

"**Call Strike Percentage**" means *[specify percentage]*.

"**Cap Percentage**[1][2]" means *[specify percentage]*.

"**Cappuccino Barrier Value**" means:

- (a) if in respect of a ST Valuation Date the Cappuccino Barrier Condition is satisfied, Cap Percentage(i); and
- (b) otherwise, Coupon Barrier Value(i,k).

"**Cliquet Digital Performance**" means, in respect of a [ST Valuation Date][ST Valuation Period]:

$$\sum_{i=1}^t \text{Max}[\text{FloorPercentage}(i); \text{Min}[\text{CapPercentage}(i); \text{CouponValue}(i)]]$$

"**CMS Valuation Date**" means *[insert or describe dates, including any Business Day adjustment]*.

"**Constant Percentage**[1][2][3][4]" means *[specify percentage]*.

"**Coupon Airbag Percentage**" means *[specify percentage]*.

"**Coupon Barrier**[1][2][3][4][5]" means *[specify amount, percentage or number]*.

"**Coupon Barrier Value**" means, in respect of a [ST Coupon Valuation Date] [ST Coupon Valuation Period], [and in respect of [each][of] Reference Item (k=[specify]) to (k=[specify])], *[specify defined term from Payout Condition 5.2]*.

"**Coupon Lock in**" means:

$$\text{Max}_{t=1}^T \left[\sum_{i=1}^t \text{Max}[\text{FloorPercentage}(i); \text{Min}[\text{CapPercentage}(i); \text{CouponValue}(i)]] \right]$$

"**Coupon Value**" means, in respect of a ST Coupon Valuation Date or ST Coupon Valuation Period, *[specify defined term from Payout Condition 5.2]*.

"**Current Coupon Rate**" means the Rate of Interest which would have applied to the Current Interest Period had an Automatic Early Redemption Event not occurred.

"**Current Day Count Fraction**" means the Day Count Fraction which would have applied to the Current Interest Period or the Final Interest Period, as applicable had an Automatic Early Redemption Event not occurred.

"**Current Interest Period**" means, in respect of an Automatic Early Redemption Valuation Date, the Interest Period during which such Automatic Early Redemption Valuation Date falls.

"**EDS**" means Max [Floor Percentage; Min [Constant Percentage 3 – nEDS × Loss Percentage; 0]].

"**EDS Barrier Percentage**" means *[specify percentage]*.

"**Entitlement Value**" means [the Worst Value][the Best Value].

"**Final AER Interest Rate**" means *[insert one of the following:] [specify] [zero]*

[If capped and guaranteed:] [Target Coupon Percentage less Paid Coupon Percentage.]

[If not capped or guaranteed:] [the Current Coupon Rate multiplied by the Current Day Count Fraction.]

[If capped only:] [Min [Current Coupon Rate * Current Day Count Fraction; Target Coupon Percentage less Paid Coupon Percentage].]

[If guaranteed only:] [Max [Current Coupon Rate * Current Day Count Fraction; Target Coupon Percentage less Paid Coupon Percentage].]

"**Final Coupon Rate**" means *[specify defined term from Payout Condition 5.2]*.

"**Final Interest Rate**" means *[insert one of the following][specify][zero]*

[If capped and guaranteed:] [the AER Percentage][Target Coupon Percentage] less Paid Coupon Percentage.]

[If not capped or guaranteed:] [the Final Coupon Rate multiplied by the Current Day Count Fraction.]

[If capped only:] [Min [Final Coupon Rate * Current Day Count Fraction; [AER Percentage] [Target Coupon Percentage] less Paid Coupon Percentage].]

[If guaranteed only:] [Max [Final Coupon Rate * Current Day Count Fraction; [AER Percentage] [Target Coupon Percentage] less Paid Coupon Percentage].]

"**Final Redemption Condition Level [1][2][3][4]**" means *[specify amount or percentage or number]*.

"**Final Redemption Value**" means, in respect of a [ST Valuation Date][ST Valuation Period]*[specify defined term from Payout Condition 5.2]*.

"**Fixed Best Percentage**" means *[specify percentage]*.

"**Floor Lock in**" means Constant Percentage [1] multiplied by the integer number resulting from the quotient of the Coupon Lock in and Constant Percentage [1].

"**Floor Percentage [1][2]**" means *[specify percentage]*.

"**Forward**" means FR Value – Strike Percentage.

"**FR Additional Rate**" means [FR Rate][FR MT up Rate][FR Rate DCF][FR Rate MT].

"**FR Cap Percentage**" means *[specify percentage]*.

"**FR Condition Level**" means *[specify percentage, amount or number]*.

"**FR Constant Percentage**" means *[specify percentage]*.

"**FR Floor Percentage**" means *[specify percentage]*.

"**FR Leverage**" means *[specify percentage]*.

"**FR MT up Rate**" means:

- (a) *[insert if cap is applicable]*[Min [Max [FR Floor Percentage; FR Leverage * (FR Value – FR Strike Percentage) + FR Spread]; FR Cap Percentage] + FR Constant Percentage].]
- (b) *[insert if cap is not applicable]* [Max [FR Floor Percentage; FR Leverage * (FR Value – FR Strike Percentage) + FR Spread + FR Constant Percentage].]

"**FR Rate**" means *[specify rate]*.

"**FR Rate DCF**" means a percentage calculated as the product of the FR Rate and the applicable Day Count Fraction.

"**FR Rate MT**" means the product of (a) *[specify rate]* and (b) the number of [Interest Periods][ST Valuation Dates] from and including the Issue Date to [and including][but excluding] the [Interest Period in which the relevant ST Valuation Date falls][date of the relevant ST Valuation Date].

"**FR Spread**" means *[specify percentage]*.

"**FR Strike Percentage**" means *[specify percentage]*.

"**FR Value**" means, in respect of a [ST FR Valuation Date] [ST FR Valuation Period], *[specify defined term from Payout Condition 5.2]*.

"**FX**" is the relevant RI FX Level(i) on the relevant ST Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

"**Himalaya Basket(i)**" means, in respect of a ST Valuation Date(i), a Basket comprising each Reference Item in Himalaya Basket(i-1) but excluding the Reference Item in relation to Best Lock Value(i-1).

"**Interest Determination Date**" means, in respect of an Interest Payment Date, *[insert, or describe dates, including any Business Day adjustment]*.

"**K**" means *[specify number]*, being the total number of Reference Items in the Basket.

"**Lever Down**" means *[specify percentage]*.

"**Leverage**" means *[specify percentage]*.

"**Lever Up [1][2]**" means *[specify percentage]*.

"**Local Floor Percentage**" means *[specify percentage]*.

"**Lock in**" will have occurred if "(xxviii) **Rate of interest (xxviii) – Lock in**" (A) has been satisfied provided that (B) or (C) are not also satisfied".

"**Loss Percentage**" means *[specify percentage]*.

"**M**" means a series of ST Valuation Dates or ST Valuation Periods.

"**Max**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a semi-colon inside those brackets.

"**Min**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a semi-colon inside those brackets.

"**Min Coupon**" means *[specify percentage]*.

"**Modified Value(i,k)**" means:

- (a) if the Coupon Value(i,k) is one of the nfixed greatest value in the basket of the Reference Items, the Fixed Best Percentage; and
- (b) otherwise, Coupon Value(i,k).

"**n**" means:

- (a) in respect of "Rate of Interest (xii) – Counter", *[specify percentage]*;
- (b) in respect of "Rate of Interest (xiii) – Variable Counter", in respect of a ST Coupon Valuation Date, the number calculated as: the number of ST Coupon Valuation Dates (in the period from

the Issue Date to and including such ST Coupon Valuation Date) on which the Barrier Count Condition is satisfied;

- (c) in respect of "Rate of Interest (viii) – Range Accrual", in respect of a ST Coupon Valuation Date, the number of Range Accrual Days in the relevant Range Period on which the [Range Accrual Coupon Condition][Range Accrual Countdown Condition] is satisfied; and
- (d) in respect of "Rate of Interest (xxxi) – Switchable", a number calculated as the number of ST Coupon Valuation Dates occurring in the period from, but excluding, the Issue Date to, and including, the ST Coupon Valuation Date in respect of which the Switch Condition is satisfied.

"N" means:

- (a) in respect of "Rate of Interest (xiv) – Variable Counter" and in respect of "Rate of Interest (xvii) – Podium", [*specify number*] being the maximum number of times that the Barrier Count Condition may be satisfied from [and including] the Issue Date to [but excluding] the Maturity Date; and
- (b) in respect of "Rate of Interest (ix) Range Accrual", for each ST Coupon Valuation Date, the total number of Range Accrual Days in the relevant Range Period.

"nEDS" means the number of Reference Items in the Basket in respect of which the FR Value is [less than or equal to][less than] EDS Barrier Percentage.

"nfixed" means [*specify number*].

"Option" means [Put][Put Spread][EDS][Forward].

"Paid Coupon Percentage" means, in respect of an Automatic Early Redemption Valuation Date or a Target Determination Date, the sum of the values calculated for each Interest Period as the product of (i) the Rate of Interest and (ii) the Day Count Fraction, for each Interest Period preceding the Current Interest Period (in the case of an Automatic Early Redemption Valuation Date) or the Target Final Interest Period (in the case of a Target Determination Date).

"Physical Delivery Price" means [●], in respect of a ST Valuation Date, the RI Closing Value in respect of the Reference Item [with the Entitlement Value] in respect of such ST Valuation Date.]

"Previous Interest" means, in respect of a ST Coupon Valuation Date, the Rate of Interest determined on the ST Coupon Valuation Date immediately preceding such ST Coupon Valuation Date or, in respect of the first ST Coupon Valuation Date, zero.

"Put" means Max [Strike Percentage – FR Value; 0].

"Put Cap Percentage" means [*specify percentage*].

"Put Constant Percentage" means [*specify percentage*].

"Put Floor Percentage" means [*specify percentage*].

"Put Leverage" means [*specify percentage*].

"Put Spread" means Min [Max [Strike Percentage – FR Value; 0]; Cap Percentage].

"Put Strike Percentage" means [*specify percentage*].

"RA Barrier [1][2][3][4]" means in respect of a Reference Item, [*specify percentage*].

"RA Barrier Value" means, [*specify value from Payout Condition 5.2*][in respect of an ST Coupon Valuation Date and a Reference Item, the [*specify defined term from Payout Condition 5.2*][the Reference Spread].

"Ranking" means, in respect of a ST Valuation Date, the ordinal positioning of each Reference Item by RI Value from lowest RI Value to greatest RI Value in respect of such ST Valuation Date.

"Rate(i) [A][B][C]" means, in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period], *[specify fixed rate][specify floating rate determined on the basis set out in item 20 of the Applicable Transaction Terms][+/-][specify margin]%* [the Call Rate][the Call Spread Rate][Inflation Rate].

"Rate(n)" (from n=1 to n=N) means:

- (a) in respect of "Rate of Interest (xiv) – Variable Counter" on any ST Coupon Valuation Date, the rate specified in the Applicable Transaction Terms and associated with the number of times that Barrier Count Condition is satisfied on the relevant ST Coupon Valuation Date; and
- (b) in respect of "Redemption (xvii) – Memory" on any ST Coupon Valuation Date, the rate specified in the Applicable Transaction Terms and associated with the number of Reference Items in the Basket for which the Podium Condition is satisfied on the relevant ST Coupon Valuation Date.

"Reference Item [1][2]....[N]" means the asset or reference basis specified as such in the Applicable Transaction Terms.

"Reference Item Rate [1][2]" means, in respect of a ST Valuation Date, a ST Coupon Valuation Date or a ST Coupon Valuation Period, the relevant Rate of Interest determined pursuant to Condition 5(b). For this purpose, references in Condition 5(b) to the applicable Rate of Interest being determined for each Interest Period shall be construed to be to such Rate of Interest being determined for the applicable ST Valuation Date, ST Coupon Valuation Date or, as the case may be, ST Coupon Valuation Period. The publication requirements set out in Condition 5(b)(x) shall not apply where the Rate of Interest is a Reference Item Rate only.

"Reference Spread [1][2]" means Reference Item Rate [1][2] minus Reference Item Rate [1][2]. *[NB Complete Reference Item Rates 1 and 2 to reflect ISDA Determination for relevant CMS rates. Repeat for further Reference Spread(s) as necessary]*

"RI Weighting" means, in respect of a Reference Item, *[specify number, amount or percentage]*.

"Spread" means *[specify percentage]*.

"Strike Percentage [1][2]" means *[specify percentage]*.

"Sum Rate" means, in respect of each ST Coupon Valuation Date, the sum of all previous Rates for each ST Coupon Valuation Date since (but not including) the last occurring date on which the relevant Barrier Count Condition was satisfied (or if none the Issue Date).

"Sum Rate(n)" means the sum of the Rate(n) determined on the ST FR Valuation Date.

"T" means: *[specify number]*, being the total number of ST Coupon Valuation Dates from and including the Issue Date to but excluding the Maturity Date as specified in the Applicable Transaction Terms.

"Target Coupon Percentage" means *[specify percentage]*.

"Total M" means: *[specify number]*, being the total number of [ST Valuation Dates][ST Valuation Periods] for the Notes.

"Weighting" means *[specify in relation to each Reference Item comprising the Basket]*.

5.2 Value Definitions

"Accumulated Coupon" means, in respect of an Automatic Early Redemption Valuation Date, the sum of the values calculated for each Interest Period preceding and including the Current Interest Period, as the product of (i) the Rate of Interest and (ii) the Day Count Fraction, in each case, for such Interest Period.

"Average Basket Value" means, in respect of a ST Valuation Period, the arithmetic average of the Basket Values on each ST Valuation Date in such ST Valuation Period.

"Average Best Value" means, in respect of a ST Valuation Period, the arithmetic average of the Best Values on each ST Valuation Date in such ST Valuation Period.

"Average Rainbow Value" means, in respect of a ST Valuation Period, the arithmetic average of the Rainbow Values on each ST Valuation Date in such ST Valuation Period.

"Average RI Value" means, in respect of a Reference Item and a ST Valuation Period, the arithmetic average of the RI Values for such Reference Item on each ST Valuation Date in such ST Valuation Period.

"Average Worst Value" means, in respect of a ST Valuation Period, the arithmetic average of the Worst Values on each ST Valuation Date in such ST Valuation Period.

"Barrier Initial Average Price" means an amount equal to the product of (x) the arithmetic average of the RI Closing Values for a Reference Item on each Strike Day in the Strike Period and (y) the Barrier Percentage Strike Price.

"Barrier Initial Price" means a price equal to the product of (x) the RI Closing Value for a Reference Item on the Strike Date and (y) the Barrier Percentage Strike Price.

"Barrier Initial Maximum Price" means a price equal to the product of (x) the greatest RI Closing Value for a Reference Item on any Strike Day in the Strike Period and (y) the Barrier Percentage Strike Price.

"Barrier Initial Minimum Price" means an amount equal to the product of (x) the lowest RI Closing Value for such Reference Item on any Strike Day in the Strike Period and (y) the Barrier Percentage Strike Price.

"Basket Performance" means in respect of a ST Valuation Date, (a) the Basket Value in respect of such day minus (b) 100%.

"Basket Value" means, in respect of a ST Valuation Date, the sum of the values calculated for each Reference Item in the Basket as (a) the RI Value for such Reference Item in respect of such ST Valuation Date multiplied by (b) the relevant RI Weighting.

"Basket Intraday Value" means, in respect of a ST Valuation Date [and any time at which a value for all the Reference Items in the Basket is calculated], the sum of the values calculated for each Reference Item in the Basket at such time as (a) the RI Intraday Value for such Reference Item is calculated in respect of such ST Valuation Date multiplied by (b) the relevant RI Weighting.

"Best Intraday Value" means, in respect of a ST Valuation Date, the RI Intraday Value for the Reference Item(s) with the highest or equal highest RI Intraday Value for any Reference Item in the Basket in respect of such ST Valuation Date.

"Best Value" means, in respect of a ST Valuation Date, the RI Value for the Reference Item(s) with the highest or equal highest RI Value for any Reference Item in the Basket in respect of such ST Valuation Date.

$$DV01_{20y} = [1 - (1 + CMS20)^{-20}] / CMS20$$

where:

"CMS20" means [Rate [1]] in respect of the relevant Interest Determination Date as specified in item 20 below.

$$DV01_{10y} = [1 - (1 + CMS10)^{-10}] / CMS10$$

where:

"CMS10" means [Rate [2]] in respect of the relevant Interest Determination Date as specified in item 20 below.

"FX Average Level" means the arithmetic average of the RI FX Levels for a Reference Item on each Strike Day in the Strike Period.

"FX Closing Level" means the RI FX Level for a Reference Item on the Strike Date.

"FX Forward Rate" means, in relation to any day, the forward rate in relation to a non-deliverable forward rate transaction for the exchange of [the Specified Currency][the SER Base Currency] into [the SER Base Currency][the Specified Currency] for settlement on *[insert date]* [by reference to *[insert page/source]* (or any successor [page][source] thereto), all as determined by the Calculation Agent.

"FX Maximum Level" means the greatest RI FX Level for a Reference Item on any Strike Day in the Strike Period.

"FX Minimum Level" means the lowest RI FX Level for a Reference Item on any Strike Day in the Strike Period.

"FX Reference Amount" means *[insert amount in SER Base Currency corresponding to one Note of the Calculation Amount]* converted into the Specified Currency at the Settlement Exchange Rate in respect of the SER Valuation Date.

"FX Value" means, in respect of a Reference Item and any day either: (i) the RI FX Level for such day divided by the RI FX Strike Level; or (ii) the RI FX Strike Level divided by the RI FX Level for such day, as specified in the Applicable Transaction Terms.

"Highest Basket Value" means, in respect of a ST Valuation Period, the highest or equal highest Basket Value on any ST Valuation Date in such ST Valuation Period.

"Highest Best Intraday Value" means, in respect of a ST Valuation Period, the highest or equal highest Best Intraday Value on any ST Valuation Date in such ST Valuation Period.

"Highest Best Value" means, in respect of a ST Valuation Period, the highest or equal highest Best Value on any ST Valuation Date in such ST Valuation Period.

"Highest Rainbow Value" means, in respect of a ST Valuation Period, the highest or equal highest Rainbow Value on any ST Valuation Date in such ST Valuation Period.

"Highest RI Intraday Value" means, in respect of a Reference Item and a ST Valuation Period, the highest or equal highest RI Intraday Value for such Reference Item on any ST Valuation Date in such ST Valuation Period.

"Highest RI Value" means, in respect of a Reference Item and a ST Valuation Period, the highest or equal highest RI Value for such Reference Item on any ST Valuation Date in such ST Valuation Period.

"Highest Worst Value" means, in respect of a ST Valuation Period, the highest or equal highest Worst Value on any ST Valuation Date in such ST Valuation Period.

"Inflation Rate" means, in respect of a [ST Valuation Date][ST Valuation Period]*[specify defined term from Payout Condition 5.2 for a Reference Item which is an Inflation Index]*.

"Initial Average Price" means for a Reference Item, the arithmetic average of the RI Closing Value for a Reference Item on each Strike Day in the Strike Period.

"Initial Closing Price" means, subject as referred to in relation to any Valuation Date, the RI Closing Value of a Reference Item on the Valuation Date.

"Initial Maximum Price" means the highest RI Closing Value for a Reference Item on any Strike Day in the Strike Period.

"Initial Minimum Price" means the lowest RI Closing Value for a Reference Item on any Strike Day in the Strike Period.

"Intraday Level" means, in respect of a Share Index and subject to the Equity Linked Conditions, an amount equal to the level (which shall be deemed to be an amount in the currency of the Share Index) of

such Share Index as determined by the Calculation Agent at any relevant time during the regular trading session hours of the relevant Exchanges, without regard to after hours or any other trading outside of the regular trading session hours, on the relevant ST Valuation Date [multiplied by the FX Value]

"Intraday Price" means, in respect of: (i) a Share, an ETF or a Fund Share and subject to the Equity Linked Conditions, the ETF Linked Conditions or the Fund Linked Conditions, as applicable, an amount equal to the price of such Share or ETF or Fund Share quoted on the relevant Exchange as determined by the Calculation Agent at any relevant time during the regular trading session hours of the relevant Exchange, without regard to after hours or any other trading outside of the regular trading session hours, on the relevant ST Valuation Date [multiplied by the FX Value]; and (ii) a Subject Currency and subject to the Foreign Exchange (FX) Rate Conditions, a rate determined by reference to the definition of Settlement Price in the Foreign Exchange (FX) Conditions by the Calculation Agent and for such purpose the applicable Valuation Time shall be any relevant time on the relevant ST Valuation Date.

"Inverse Performance" means, in respect of a Reference Item and a ST Valuation Date, (a) the RI Inverse Value in respect of such day minus (b) 100% [and multiplied by (c) the FX Value].

"Lowest Basket Value" means, in respect of a ST Valuation Period, the lowest or equal lowest Basket Value on any ST Valuation Date in such ST Valuation Period.

"Lowest Best Value" means, in respect of a ST Valuation Period, the lowest or equal lowest Best Value on any ST Valuation Date in such ST Valuation Period.

"Lowest Rainbow Value" means, in respect of a ST Valuation Period, the lowest or equal lowest Rainbow Value on any ST Valuation Date in such ST Valuation Period.

"Lowest RI Intraday Value" means, in respect of a Reference Item and a ST Valuation Period, the lowest or equal lowest RI Intraday Value for such Reference Item on any ST Valuation Date in such ST Valuation Period.

"Lowest RI Value" means, in respect of a Reference Item and a ST Valuation Period, the lowest or equal lowest RI Value for such Reference Item for all the ST Valuation Dates in such ST Valuation Period.

"Lowest Worst Intraday Value" means, in respect of a ST Valuation Period, the lowest Worst Intraday Value on any ST Valuation Date in such ST Valuation Period.

"Lowest Worst Value" means, in respect of a ST Valuation Period, the lowest or equal lowest Worst Value on any ST Valuation Date in such ST Valuation Period.

"M" means *[insert value]*.

"Performance" means, in respect of a Reference Item and a ST Valuation Date, (a) *[specify percentage]* [minus] [plus] [multiplied by] [divided by] the RI Value for such Reference Item in respect of such day [minus (b) 100%], and multiplied by (c) the FX Value] [multiplied by (b) the FX Value minus (c) 100%].

"Performance Difference" means, in respect of a ST Valuation Date, the Performance for Reference Item (k=*[specify]*) in respect of such ST Valuation Date minus the Performance for Reference Item (k=*[specify]*) in respect of such ST Valuation Date.

"Performance Final" means the arithmetic average of the Periodic Performances in respect of each [ST Valuation Date] [ST Valuation Period].

"Performing RI Strike Price" means, in respect of a ST Valuation Date, the RI Initial Value in respect of the Reference Item [with the Entitlement Value] in respect of such ST Valuation Date.

"Periodic Performance" means, in respect of a [ST Valuation Date] [ST Valuation Period] and all Reference Items, the highest [RI Average Value in respect of such ST Valuation Date] [RI Value on any ST Valuation Date in such ST Valuation Period] provided that: (i) in the case of two or more equal highest [RI Average Values] [RI Values] the Calculation Agent will select any of such equal [RI Average Values] [RI Values] as the highest [RI Average Value] [RI Value] in its discretion; and (ii) where [on a ST Valuation Date] [in relation to a ST Valuation Period] (the "[**Current ST Valuation Date**] [**Current**

ST Valuation Period) a Reference Item has already been the Reference Item with the highest relevant value [on any prior ST Valuation Date] [in relation to any prior ST Valuation Period] it will not be taken into account and its [RI Average Value] [RI Value] will be ignored for the purposes of determining the Periodic Performance [on that Current ST Valuation Date] [for that Current ST Valuation Period].

"Rainbow Value" means, in respect of a ST Valuation Date, the sum of the values calculated for each Reference Item in the Basket as (a) the Ranked Value for such Reference Item in respect of such ST Valuation Date multiplied by (b) the relevant RI Weighting.

"Ranked Value" means, in respect of a ST Valuation Date, the RI Value in respect of the Reference Item with the [first][second][*specify*] Ranking in respect of such ST Valuation Date.

"Restrike Performance" means, in respect of a Reference Item and a ST Valuation Date (a) (i) the RI Closing Value for such Reference Item in respect of such day divided by (ii) the RI Closing Value for such Reference Item in respect of the immediately preceding ST Valuation Date or if none, the Strike Date (b) less 100%[, and multiplied by (c) the FX Value]

"RI Average Value" means, in respect of a Reference Item and a ST Valuation Date, [(1)] the arithmetic average of [(i)][(a)] the RI Closing Value for such Reference Item in respect of each [set of] Averaging Date[s] specified in relation to such ST Valuation Date [multiplied by (ii) the FX Value] [divided by (b) the RI Initial Value for such Reference Item [minus (2) 100%]] [(expressed as a percentage)].

"RI Closing Value" means, in respect of a Reference Item and a ST Valuation Date:

- (a) if the relevant Reference Item is a Share Index, the Settlement Level (as defined in the Equity Linked Conditions);
- (b) if the relevant Reference Item is a Share, the Settlement Price (as defined in the Equity Linked Conditions);
- (c) if the relevant Reference Item is an Inflation Index, the Relevant Level (as defined in the Inflation Linked Conditions);
- (d) if the relevant Reference Item is an ETF, the Settlement Price (as defined in the ETF Linked Conditions);
- (e) if the relevant Reference Item is a Fund Share of an ETF, the Settlement Price (as defined in the Fund Linked Conditions);
- (f) if the relevant Reference Item is a Fund, the NAV per Fund Share (as defined in the Fund Linked Conditions);
- (g) if the relevant Reference Item is a Subject Currency, the Settlement Price (as defined in the Foreign Exchange (FX) Rate Linked Conditions);
- (h) if the relevant Reference Item is a rate of interest, the Reference Item Rate; and
- (i) if the relevant Reference Item is a Reference Spread, the Reference Spread,

in each case in respect of such ST Valuation Date.

"RI Composite Value" means, in respect of a Reference Item and a ST Valuation Date, the [highest or equal highest of][lowest or equal lowest of][arithmetic average of] the RI Average Values in respect of such ST Valuation Date.

"RI FX Level" means, for the purpose of converting an amount in respect of a Reference Item into the Specified Currency on [*specify date(s)*] [*insert relevant rate and, if applicable, observation time*][(or any successor to such page or service) or if it is not reasonably practicable to determine the RI FX Level from such source, the RI FX Level will be determined by the Calculation Agent as the rate it determines would have prevailed but for such impracticability by reference to such source(s) as it deems appropriate the rate at which the Calculation Agent determines the relevant Reference Item amount could be converted

into the Specified Currency (expressed as the Calculation Agent determines appropriate) at or about the time and by reference to such source(s) as the Calculation Agent deems appropriate.

"RI FX Rate" means (i) the RI FX Level, (ii) the FX Value or (iii) the number, as specified in the relevant Applicable Transaction Terms.

"RI FX Strike Level" means, in respect of a Reference Item, [*specify rate*][FX Closing Level][FX Maximum Level][FX Minimum Level][FX Average Level].

"RI Growing Average Value" means, in respect of a Reference Item and a ST Valuation Date, the arithmetic average of [(a)][(i)] the RI Closing Value for such Reference Item in respect of each Averaging Date[s] specified in relation to such ST Valuation Date on which the RI Closing Value is [equal to or][higher than] the RI Closing Value in respect of the immediately preceding Averaging Date or if none, the RI Initial Value, divided by [(ii)] the relevant RI Initial Value [multiplied by (b) the FX Value].

"RI Initial Value" means, in respect of a Reference Item, [*specify price*] [Initial Closing Price] [Initial Maximum Price] [Initial Minimum Price][Initial Average Price] [Barrier Initial Price] [Barrier Initial Maximum Price] [Barrier Initial Minimum Price] [Barrier Initial Average Price].

"RI Intraday Level" means:

- (a) if the relevant Reference Item is a Share Index, the Intraday Level; or
- (b) if the relevant Reference Item is a Share or an ETF or a Fund Share or a Subject Currency, the Intraday Price.

"RI Intraday Value" means, in respect of a Reference Item and a ST Valuation Date, [(a)] (i) the RI Intraday Level for such Reference Item in respect of such ST Valuation Date (ii) divided by the relevant RI Initial Value [multiplied by (b) FX Value].

"RI Inverse Value" means, in respect of a Reference Item and a ST Valuation Date, [(a)] (i) the RI Initial Value divided by (ii) the [RI Closing Value][RI Average Value] for such Reference Item in respect of such ST Valuation Date [multiplied by (b) the FX Value].

"RI Restrike Value" means, in respect of a Reference Item and a ST Valuation Date (a) the RI Closing Value for such Reference Item in respect of such ST Valuation Date divided by (b) the RI Closing Value for such Reference Item in respect of the immediately preceding ST Valuation Date or if none, the Strike Date.

"RI Value" means, in respect of a Reference Item and a ST Valuation Date, [(1)][(a)] (i) the [RI Closing Value] [RI Average Value] for such Reference Item in respect of such ST Valuation Date, divided by (ii) the relevant RI Initial Value [(expressed as a percentage)][multiplied by (b) the FX Value] [minus (2) 100%].

"Worst Intraday Value" means, in respect of a ST Valuation Date, the RI Intraday Value for the Reference Item(s) with the lowest or equal lowest RI Intraday Value for any Reference Item in the Basket in respect of such ST Valuation Date.

"Worst Inverse Value" means, in respect of ST Valuation Date, the RI Inverse Value for the Reference Item(s) with the lowest or equal lowest RI Inverse Value for any Reference Item in the Basket in respect of such ST Valuation Date.

"Worst Value" means, in respect of a ST Valuation Date, the RI Value for the Reference Item(s) with the lowest or equal lowest RI Value for any Reference Item in the Basket in respect of such ST Valuation Date.

5.3 Dates and Periods

Payments of interest and principal on the Notes may be associated with ST Valuation Dates and/or ST Valuation Periods, as the case may be, as specified in the Applicable Transaction Terms. For the avoidance of doubt, several set of dates may be used for the determination and calculation of a particular payout.

"Final Interest Payment Date" means the Maturity Date.

"Range Accrual Cut-Off Date" means [in respect of [each][a] Reference Item [(k)] and] [in respect of any [Range Period] [*specify other period*] [the][each] date specified as such in the Applicable Transaction Terms] or, otherwise, the date falling [*specify number*] [calendar days] [Business Days] [Scheduled Trading Days [as defined in the [*specify*] Conditions] [*specify other*] before the [Range Period End Date] [*specify other*].

"Range Accrual Day" means [an Exchange Business Day][a Scheduled Trading Day][a Business Day][an Interest Determination Date][a calendar day][an Observation Date][*specify*].

"Range Period" means [*specify period*][each][the][Interest Period] [and the final date of each such period, the **"Range Period End Date"**].

"ST Coupon Valuation Date(s)" means each [Averaging Date][Strike Date][Interest Determination Date][Interest Payment Date][Determination Date][Knock-in Determination Day][Knock-out Determination Day][Settlement Level Date][Settlement Price Date][Valuation Date][Range Accrual Day][ST Valuation Date] [and] [Range Period End Date].

"ST Coupon Valuation Period" means [the period from and including [*specify*] to and including [*specify*]][each][the][Interest Period][Range Period].

"ST ER Valuation Date" means each [Averaging Date][Settlement Level Date][Settlement Price Date][Determination Date][Calculation Date][Automatic Early Redemption Valuation Date][Knock-in Determination Day][Knock-out Determination Day].

"ST ER Valuation Period" means the period from and including [*specify*] to and including [*specify*].

"ST FR Valuation Date" means each [Averaging Date][Settlement Level Date][Settlement Price Date][Determination Date][Calculation Date][Automatic Early Redemption Valuation Date][Valuation Date][Knock-in Determination Day][Knock-out Determination Day].

"ST FR Valuation Period" means the period from and including [*specify*] to and including [*specify*].

"ST Redemption Valuation Date" means each [Averaging Date][Settlement Level Date][Settlement Price Date][Determination Date][Calculation Date][Automatic Early Redemption Valuation Date][Valuation Date][Knock-in Determination Day][Knock-out Determination Day].

"ST Redemption Valuation Period" means the period from and including [*specify*] to and including [*specify*].

"ST Valuation Date" means [each][the] [Coupon Valuation Date][Strike Date][Redemption Valuation Date][ST Coupon Valuation Date][ST ER Valuation Date][ST FR Valuation Date][ST Redemption Valuation Date][Automatic Early Redemption Valuation Date][Knock-in Determination Day][Knock-out Determination Day][Range Accrual Day].

"ST Valuation Period" means each [ST Coupon Valuation Period][ST ER Valuation Period][ST FR Valuation Period][ST Redemption Valuation Period][Automatic Early Redemption Valuation Period][Knock-in Determination Period][Knock-out Determination Period].

"Target Determination Date" means [*specify date(s)*].

"Target Final Interest Period" means the Interest Period ending on but excluding the Maturity Date.

5.4 Conditional Conditions

If one or more conditions defined below are applicable for the determination and calculation of a payout formula(e), the definition shall be inserted, completed and adjusted in the Applicable Transaction Terms in order to take into account any value definitions in Payout Condition 5.2, relevant Date(s) and or Periods, and/or other Variable Data.

"Barrier Count Condition" shall be satisfied if, in respect of a ST Coupon Valuation Date, the Coupon Barrier Value on such ST Coupon Valuation Date, as determined by the Calculation Agent, is [greater than][less than][equal to or greater than][less than or equal to] the Coupon Barrier.

"Booster Condition" shall be satisfied if, in respect of a [ST Valuation Date][ST Valuation Period], the Booster Value [on each Observation Date in respect of such [ST Valuation Date][in respect of such ST Valuation Period], as determined by the Calculation Agent, is [greater than][less than][equal to or greater than][less than or equal to] the Booster Level.

"Cappuccino Barrier Condition" means, in respect of a ST Valuation Date, that the Coupon Barrier Value on such ST Valuation Date, as determined by the Calculation Agent, is [greater than][less than][greater than or equal to][less than or equal to] the Coupon Barrier.

"Coupon Barrier Condition [1][2][3][4]" means, in respect of [a ST Valuation Date][a ST Coupon Valuation Date][a ST Valuation Period], that the Coupon Barrier Value in respect of such [ST Valuation Date][ST Coupon Valuation Date][ST Valuation Period], as determined by the Calculation Agent, is [greater than][less than][greater than or equal to][less than or equal to] Coupon Barrier [1][2][3][4] [[but is][or is][greater than][less than][greater than or equal to][less than or equal to] [the] Coupon Barrier [1][2][3][4]].

"Digital Coupon Condition 1" means:

- (a) in respect of Reference Item 1, that the Coupon Barrier Value for Reference Item 1 for the relevant [ST Coupon Valuation Date][ST Coupon Valuation Period] is [(i)] [greater than][less than][equal to or greater than][less than or equal to], the Coupon Barrier 1 [and (ii)] [greater than][less than][equal to or greater than][less than or equal to] the Coupon Barrier 2][*insert (ii) if a Coupon Barrier 2 is specified*]; and
- (b) in respect of Reference Item 2, that the Coupon Barrier Value for Reference Item 2 for the relevant [ST Coupon Valuation Date][ST Coupon Valuation Period] is [(i)] [greater than][less than][equal to or greater than][less than or equal to] the Coupon Barrier 1 [and (ii)] [greater than][less than][equal to or greater than][less than or equal to], the Coupon Barrier 2][*insert (ii) if a Coupon Barrier 2 is specified*]][*insert (b) if Reference Item 2 is specified*].

"Digital Coupon Condition 2" means:

- (a) in respect of Reference Item 1, that the Coupon Barrier Value for Reference Item 1 for the relevant [ST Coupon Valuation Date] [ST Coupon Valuation Period] is [(i)] [greater than][less than][equal to or greater than][less than or equal to] the Coupon Barrier 3 [and (ii)] [greater than][less than][equal to or greater than][less than or equal to] the Coupon Barrier 4][*insert (ii) if a Coupon Barrier 4 is specified*]; and
- (b) in respect of Reference Item 2, that the Coupon Barrier Value for Reference Item 2 for the relevant [ST Coupon Valuation Date][ST Coupon Valuation Period] is [(i)] [greater than][less than][equal to or greater than][less than or equal to] the Coupon Barrier 3 [and (ii)] [greater than][less than][equal to or greater than][less than or equal to], the Coupon Barrier 4][*insert (ii) if a Coupon Barrier 4 is specified*]][*insert (b) if Reference Item 2 is specified*].

"Final Redemption Condition" means, in respect of a [ST Valuation Date][ST Valuation Period], that the Final Redemption Value in respect of [such ST Valuation Date][such ST Valuation Period], as determined by the Calculation Agent is [greater than][less than][equal to or greater than][less than or equal to] the Final Redemption Condition Level.

"Final Redemption Condition 1" means, in respect of a [ST Valuation Date][ST Valuation Period], that the Final Redemption Value [on such ST Valuation Dates] [in respect of such ST Valuation Period], as determined by the Calculation Agent is [greater than][less than][equal to or greater than][less than or equal to] the Final Redemption Condition Level 1.

"Final Redemption Condition 2" means, in respect of a [ST Valuation Date] [ST Valuation Period] that the Final Redemption Value on such [ST Valuation Date] [in respect of such ST Valuation Period], as determined by the Calculation Agent is [greater than][less than][equal to or greater than][less than or

equal to] Final Redemption Condition Level 1][, but is [greater than][less than][equal to or greater than][less than or equal to] the Final Redemption Condition Level 2.]

"**Lock in**" will have occurred if "(xxviii) **Rate of interest (xxviii) – Lock in**" (A) has been satisfied provided that (B) or (C) are not also satisfied".

"**Optional Redemption Condition**" means that at any time on any [SER Scheduled Trading Day/NYC Business Date/Business Day/day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in [specify cities]] in the period from and including [insert] to and including [insert date/the SER Valuation Date] the FX Forward Rate is [equal to or] greater than [insert rate], as determined by the Calculation Agent.]

"**Podium Condition**" shall be satisfied if, in respect of a Reference Item and a ST Valuation Date, the Final Redemption Value for such Reference Item on such ST Valuation Date, as determined by the Calculation Agent, is [greater than][less than][greater than or equal to][less than or equal to] the Final Redemption Condition Level.

"**Range Accrual Countdown Condition**" [, subject as provided below,] will be deemed satisfied if, in respect of each Range Accrual Day [in the[relevant] Range Period [(n)]] [from and including [specify] to [and including][but excluding] [specify] for [each] Reference Item (k=[specify])], the Coupon Barrier Value for each such Reference Item in respect of such Range Accrual Day is [(i)] [greater than][less than][equal to or greater than][equal to or less than] the relevant [Upper][Lower] Coupon Barrier [specify number] [and (ii)] [greater than][less than][equal to or greater than][equal to or less than] the relevant [Upper][Lower] Coupon Barrier [specify number] (insert (ii) if a Coupon Barrier [specify number] is specified) [as specified in the table below]:

(Replicate and complete the above definition multiple times as necessary or complete the below table)

Range Period n	From (and including)	To (but excluding)	Applicable Reference Item (k)	[Lower] Coupon Barrier	[Upper Coupon Barrier]
[specify]	[specify date][Interest Payment Date Falling in [specify]]	[specify date][Interest Payment Date Falling in [specify]]	[k=(n)] [specify]	[specify][%]	[specify][%]
[Repeat as necessary in each row.]	[Repeat as necessary in each row.]	[Repeat as necessary in each row.]	[Repeat as necessary in each row.]	[Repeat as necessary in each row.]	[Repeat as necessary in each row.]

Specific Provisions for Range Accrual Countdown Condition:

[In respect of [each] Reference Item (k) and] a Range Accrual Day [(other than a Range Accrual Stub Day)] which is not a [Business Day [for such Reference Item [(k)]]][Scheduled Trading Day or is a Disrupted Day][specify] for such Reference Item [(k)], the Coupon Barrier Value for such Reference Item [(k)] on such day shall be the Coupon Barrier Value for such Reference Item [(k)] on the immediately preceding [Business Day[for such Reference Item [(k)]]][Scheduled Trading Day that was not a Disrupted Day][specify]. [The above provisions with regard to the consequences of a Disrupted Day or a day not being a Scheduled Trading Day will prevail over consequences provided for in any applicable Annex or the Conditions.]

[In respect of [each] Reference Item (k) and the relevant Range Period, the Coupon Barrier Value in respect of such Reference Item [(k)] for each Range Accrual Day after the relevant Range Accrual Cut-Off Date to (and excluding) the Range Period End Date (each a "**Range Accrual Stub Day**") will be deemed to be the Coupon Barrier Value as of such Range Accrual Cut-off Date.]

"Range Accrual Coupon Condition" [subject as provided below] will be deemed satisfied if:

- (a) in respect of Reference Item (k=1), that the Coupon Barrier Value for such Reference Item for the relevant Range Accrual Day [in the applicable Range Period] is [(i) [greater than][less than][equal to or greater than][less than or equal to] the relevant Coupon Barrier 1 [and (ii) [greater than][less than][equal to or greater than][less than or equal to], the relevant Coupon Barrier 2](*insert (ii) if a Coupon Barrier 2 is specified*); and
- (b) [in respect of Reference Item(k=n), that the Coupon Barrier Value for such Reference Item for the relevant Range Accrual Day [in the applicable Range Period [(n)][from and including [specify] to [and including][but excluding][specify] [for [each] Reference Item (k=[specify]])] is [(i) [greater than][less than][equal to or greater than][less than or equal to] the relevant [Upper][Lower] Coupon Barrier [insert number] and [(ii) [greater than][less than][equal to or greater than][less than or equal to], the relevant [Upper][Lower] Coupon Barrier [insert number]](*insert (ii) if a Coupon Barrier [insert number] is specified*)] [as specified in the table below](*insert this paragraph (b) if Reference Item(k=n) is specified*).

Range Period n	From (and including)	To (but excluding)	Applicable Reference Item (k)	[Lower] Coupon Barrier	[Upper Coupon Barrier]
[specify]	[specify date][Interest Payment Date Falling in [specify]]	[specify date][Interest Payment Date Falling in [specify]]	[k=(n)] [specify]	[specify][%]	[specify][%]
[Repeat as necessary in each row.]	[Repeat as necessary in each row.]	[Repeat as necessary in each row.]	[Repeat as necessary in each row.]	[Repeat as necessary in each row.]	[Repeat as necessary in each row.]

Specific Provisions for Range Accrual Coupon Condition:

[In respect of [each] Reference Item (k) and] a Range Accrual Day [(other than a Range Accrual Stub Day)] which is not a [Business Day [for such Reference Item [(k)]]][Scheduled Trading Day which is not a Disrupted Day][specify] for such Reference Item [(k)], the Coupon Barrier Value for such Reference Item [(k)] on such day shall be the Coupon Barrier Value for such Reference Item [(k)] on the immediately preceding [Business Day [for such Reference Item [(k)]]][Scheduled Trading Day that was not a Disrupted Day][specify]. [The above provisions with regard to the consequences of a Disrupted Day or a day not being a Scheduled Trading Day will prevail over consequences provided for in any applicable Annex.]

[In respect of [each] Reference Item (k) and the relevant Range Period, the Coupon Barrier Value in respect of such Reference Item [(k)] for each Range Accrual Day after the relevant Range Accrual Cut-off Date to (but excluding) the Range Period End Date (each a "**Range Accrual Stub Day**") will be deemed to be the Coupon Barrier Value as of such Range Accrual Cut-off Date.]

(Repeat any of the above paragraphs where relevant in relation to each Reference Item)

"Switch Condition" shall be satisfied if, in respect of any ST Valuation Date, the Issuer delivers on or prior to the [●][th/st/rd] Business Day before the ST Valuation Date, or has in respect of a previous ST Valuation Date delivered, a notice to the Holders in accordance with Condition 14 (*Notices*) specifying that it is exercising the Switch Condition in respect of the Notes.

5.5 Enumeration Convention

Without prejudice to any other provision of these Payout Conditions and as a general rule the following suffixes in relation to the payout terms will be used. Other suffix terms may be selected and may be included in the Applicable Transaction Terms with other definitions or provisions from the Payout Conditions:

"**i**" [from i = [specify] to i = [specify]] or "**m**" [from m = [specify] to m = [specify]] in relation to the relevant ST Valuation Date or ST Valuation Period.

"**j**" [from j = [specify] to j = [specify]] means the relevant Strike Date.

"**k**" [from k = [specify] to k = [specify]] means the relevant Reference Item.

"**q**" [from q = [specify] to q = [specify]] or "**t**" [from t = [specify] to t = [specify]] means the relevant Observation Date or ST Valuation Date.

Any of these suffixes will be inserted, completed and explained, if necessary, in the Applicable Transaction Terms and may be tabulated, especially where two or more suffixes apply.

[each date specified as such below *[set out relevant table]*]:

k	ST Valuation Date	[Set(s) of] Averaging Dates
[specify]	[insert date]	Set n: [insert dates or describe dates. E.g. "The last [specify] Scheduled Trading Days of [month, year]] [Repeat as necessary for each set n]
[Repeat as necessary in each row]	[Repeat as necessary in each row.]	[Repeat as necessary in each row.]

6. Settlement Exchange Rate Provisions

If Settlement Exchange Rate Provisions and Settlement Currency Payment are both specified as applicable in the Applicable Transaction Terms, then notwithstanding the Notes are denominated in, and calculations made in respect of, the Specified Currency (the "**SER Subject Currency**"), all payments shall be made in the Settlement Currency (the "**Settlement Currency**" or the "**SER Base Currency**").

The Calculation Agent will determine the amount to be paid in the SER Base Currency by applying the Settlement Exchange Rate to the amount that would have been payable in the SER Subject Currency were it not for the provisions of this Payout Condition 6.

Any such payment shall be made on the date such payment would have otherwise been due provided that, if limb (b) of the definition of "Settlement Exchange Rate" below applies, such payment may be deferred in accordance with Payout Condition 6.1(e) below if the SER Valuation Date is postponed as set out herein. No additional interest or other amount shall be payable in respect of any such delay.

If Settlement Exchange Rate Provisions are specified as applicable in the Applicable Transaction Terms but Settlement Currency Payment is specified as not applicable then instead of the above procedures the Calculation Agent will determine the Settlement Exchange Rate to be used in the determination of the Final Payout. The Maturity Date or Optional Redemption Date may also be deferred in accordance with Payout Condition 6.1(e) below if the SER Valuation Date is postponed as set out herein. No additional interest or other amount will be payable in respect of any such delay.

6.1 SER Valuation and Disruption Provisions

The provisions of this Payout Condition 6.1 apply where Settlement Exchange Rate Provisions are specified as applicable in the Applicable Transaction Terms and limb (b) of the definition of "Settlement Exchange Rate" below applies.

(a) SER Disruption Events

If so specified in the Applicable Transaction Terms, the occurrence of any of the following events, in respect of any SER Base Currency and/or SER Subject Currency, shall be a "**SER Disruption Event**":

- (i) Price Source Disruption;
- (ii) Illiquidity Disruption;
- (iii) Dual Exchange Rate;
- (iv) General Inconvertibility;
- (v) General Non-Transferability;
- (vi) Material Change in Circumstance;
- (vii) Nationalisation;
- (viii) Price Materiality; and/or

any other event that, in the opinion of the Calculation Agent, is analogous to any of (i) to (viii) above (inclusive).

The Calculation Agent shall give notice as soon as practicable to Noteholders in accordance with Condition 14 (*Notices*) of the occurrence of a SER Disrupted Day on any day that, but for the occurrence of the SER Disrupted Day, would have been a SER Valuation Date.

(b) Consequences of a SER Disruption Event

Upon a SER Disruption Event occurring or continuing on any SER Valuation Date (or, if different, the day on which prices for that date would, in the ordinary course, be published by the relevant SER Price Source) as determined by the Calculation Agent, the Calculation Agent shall apply in determining the consequences of the SER Disruption Event: (a) Calculation Agent Determination where the applicable SER Disruption Event is other than Price Source Disruption or Price Materiality; and (b) the applicable SER Disruption Fallback where the applicable SER Disruption Event is a Price Source Disruption or Price Materiality.

(c) SER Unscheduled Holiday

If the Calculation Agent determines that a date that would otherwise have been a SER Valuation Date is a SER Unscheduled Holiday in respect of the SER Subject Currency, then such date shall be the immediately succeeding SER Scheduled Trading Day after the occurrence of the SER Unscheduled Holiday, subject as provided above, and provided that if such SER Valuation Date has not occurred on or before the SER Maximum Days of Postponement then the next SER Scheduled Trading Day after such period that would have been a SER Scheduled Trading Day but for the SER Unscheduled Holiday shall be deemed to be the relevant date for valuation and the Settlement Exchange Rate shall be determined by the Calculation Agent on such day in its sole discretion acting in good faith having taken into account relevant market practice and by reference to such additional source(s) as it deems appropriate.

(d) SER Cumulative Events

If "SER Cumulative Events" is specified as applicable in the Applicable Transaction Terms in respect of a SER Subject Currency then, in no event shall the total number of consecutive calendar days during which a SER Valuation Date is deferred due to either (i) a SER Unscheduled Holiday or (ii) a SER Valuation Postponement (or a combination of both (i) and (ii)) exceed the SER Maximum Cumulative

Days of Postponement in the aggregate. If a SER Valuation Date is postponed by the number of calendar days equal to the SER Maximum Cumulative Days of Postponement and at the end of such period (i) a SER Unscheduled Holiday shall have occurred or be continuing on the day immediately following such period (the "**Final Day**"), then such Final Day shall be deemed to be the relevant SER Valuation Date and (ii) if a Price Source Disruption shall have occurred or be continuing on the Final Day, then Valuation Postponement shall not apply and the Settlement Exchange Rate shall be determined in accordance with the next applicable SER Disruption Fallback.

(e) Postponement of payment or settlement days

Where any SER Valuation Date is postponed as a consequence of the provisions of this Payout Condition 6.1, then the corresponding date for payment or delivery of any assets shall fall on the later of (a) the date for such payment or delivery otherwise determined in accordance with the Applicable Transaction Terms and (b) the day falling the SER Number of Postponement Settlement Days specified in the Applicable Transaction Terms (or, if none are so specified, two Business Days) after the SER Valuation Date.

6.2 Consequences of a SER Additional Disruption Event

Other than where limb (a) of the definition of "Settlement Exchange Rate" below applies, if the Calculation Agent determines that a SER Additional Disruption Event has occurred, the Issuer may redeem the Notes by giving notice to Noteholders in accordance with Condition 14 (*Notices*). If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each Note held by him which amount shall be the fair market value of a Note, taking into account the SER Additional Disruption Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 14 (*Notices*).

6.3 Definitions

"**Change in Law**" means that, on or after the Trade Date (as specified in the Applicable Transaction Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines in its sole and absolute discretion that it is unable to perform its obligations in respect of the Notes or it has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Notes.

"**Dual Exchange Rate**" means that any of the SER Base Currency and/or SER Subject Currency splits into dual or multiple currency exchange rates.

"**General Inconvertibility**" means the occurrence of any event that generally makes it impossible to convert a SER Subject Currency into the SER Base Currency or *vice versa* in a SER Subject Currency Jurisdiction through customary legal channels.

"**General Non-Transferability**" means the occurrence of any event that generally makes it impossible to deliver (A) the SER Base Currency from accounts inside a SER Subject Currency Jurisdiction to accounts outside a SER Subject Currency Jurisdiction or (B) the SER Subject Currency between accounts inside a SER Subject Currency Jurisdiction or to a party that is a non-resident of a SER Subject Currency Jurisdiction.

"**Governmental Authority**" means (i) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or (ii) any other entity (private or public) charged with the regulation of the financial markets (including the central bank), in each case in any relevant jurisdiction.

"**Hedging Disruption**" means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge any relevant price risk of the Issuer issuing and performing its obligations with respect to the Notes, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

"Illiquidity Disruption" means the occurrence of any event in respect of any of the SER Base Currency and/or SER Subject Currency whereby it becomes impossible for the Calculation Agent to obtain a firm quote for such currency in an amount deemed necessary by the Calculation Agent to hedge its obligations under the Notes (in one or more transaction(s)) on the relevant SER Valuation Date (or, if different, the day on which rates for such SER Valuation Date would, in the ordinary course, be published or announced by the relevant SER Price Source).

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

"Material Change in Circumstance" means the occurrence of any event (other than those events specified as SER Disruption Events) in the SER Subject Currency Jurisdiction beyond the control of the parties to a hedging arrangement in respect of the Notes which makes it impossible (A) for a party to fulfil its obligations under the hedging arrangement or (B) generally to fulfil obligations similar to such party's obligations under that hedging arrangement.

"Nationalisation" means any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives a party to a hedging arrangement in respect of the Notes of all or substantially all of its assets in the SER Subject Currency Jurisdiction.

"Price Materiality" means that, in the determination of the Calculation Agent, the SER Primary Rate differs from any SER Secondary Rate by at least the SER Price Materiality Percentage or if there are insufficient responses on the relevant SER Valuation Date to any survey used to calculate any such rate, then the SER Price Materiality Percentage will be deemed to be met.

"Price Source Disruption" means that it becomes impossible to obtain the rate or rates from which the Settlement Exchange Rate is calculated.

"Relevant Screen Page" means the relevant page specified as such in the Applicable Transaction Terms or any successor to such page or service acceptable to the Calculation Agent, including within the Price Source if applicable.

"Settlement Currency" or **"SER Base Currency"** means the currency specified as such in the Applicable Transaction Terms.

"Settlement Exchange Rate" means (a) the rate specified as such in the Applicable Transaction Terms or (b) if no such rate is specified and, subject as referred to in Payout Condition 6.1 above, (x) where Settlement Currency Payment is applicable, the rate of exchange appearing on the SER Price Source at the SER Valuation Time on the relevant SER Valuation Date for the exchange of the SER Subject Currency per one unit of the SER Base Currency or (y) where Settlement Currency Payment is not applicable, the SER Base Currency into the Specified Currency, in each case for settlement on the SER Number of Settlement Days.

"SER Additional Disruption Event" means any of Change in Law, Hedging Disruption or Increased Cost of Hedging, in each case if specified in the Applicable Transaction Terms.

"SER Disrupted Day" means any SER Scheduled Trading Day on which the Calculation Agent determines that a SER Disruption Event has occurred.

"SER Disruption Fallback" means a source or method that may give rise to an alternative basis for determining the Settlement Exchange Rate when a SER Disruption Event occurs or exists on a day that is a SER Valuation Date (or, if different, the day on which prices for that date would, in the ordinary course, be published or announced by the SER Price Source) being, in respect of a SER Subject Currency, any of Calculation Agent Determination, First Fallback Reference Price, Second Fallback Reference Price and Valuation Postponement, as so specified in the Applicable Transaction Terms for such SER

Subject Currency. Where more than one SER Disruption Fallback is so specified then such SER Disruption Fallbacks shall apply in the order in which they are specified in the Applicable Transaction Terms until the Settlement Exchange Rate can be determined for such exchange rate relating to that SER Subject Currency for such SER Valuation Date.

Where:

"Calculation Agent Determination" means that the Calculation Agent shall determine the Settlement Exchange Rate taking into consideration all information that it deems relevant.

"First Fallback Reference Price" means that the Calculation Agent shall determine the Settlement Exchange Rate by reference to the applicable First Fallback Reference Price and, for which purpose, references in the definition of Settlement Exchange Rate to "SER Price Source", "SER Valuation Time" and "SER Number of Settlement Days" shall be construed, respectively, to be to "SER First Fallback Price Source", "SER First Fallback Valuation Time" and "SER First Fallback Number of Settlement Days" (in each case, where such terms shall have the meanings given to them in the Applicable Transaction Terms).

"Second Fallback Reference Price" means that the Calculation Agent shall determine the Settlement Exchange Rate by reference to the applicable Second Fallback Reference Price and, for which purpose, references in the definition of Settlement Exchange Rate to "SER Price Source", "SER Valuation Time" and "SER Number of Settlement Days" shall be construed, respectively, to be to "SER Second Fallback Price Source", "SER Second Fallback Valuation Time" and "SER Second Fallback Number of Settlement Days" (in each case, where such terms shall have the meanings given to them in the Applicable Transaction Terms).

"Valuation Postponement" means that the Settlement Exchange Rate shall be determined on the immediately succeeding SER Scheduled Trading Day which is not a SER Disrupted Day unless the Calculation Agent determines that no such SER Scheduled Trading Day which is not a SER Disrupted Day has occurred on or before the day falling the SER Maximum Days of Postponement following the originally designated SER Valuation Date, as the case may be. In such event, the Settlement Exchange Rate shall be determined on the next SER Scheduled Trading Day after the SER Maximum Days of Postponement (notwithstanding the fact that day may be a SER Disrupted Day) in accordance with the next applicable SER Disruption Fallback.

"SER Maximum Cumulative Days of Postponement" means the number of days specified as such in the Applicable Transaction Terms or, if no such number is specified, 30 calendar days.

"SER Maximum Days of Postponement" means the number of days specified as such in the Applicable Transaction Terms or, if no such number is specified, 30 calendar days.

"SER Number of Settlement Days" means, in respect of a SER Subject Currency, the number of days on which commercial banks are open (or, but for the occurrence of a SER Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the or each SER Settlement Day Centre specified as such in the Applicable Transaction Terms (each, a **"SER Settlement Day"**). Where no such number or zero is so specified, then such rate shall be for settlement on the same day.

"SER Price Materiality Percentage" means the percentage specified as such in the Applicable Transaction Terms or, if no such percentage is specified, 3%.

"SER Price Source" means the price source(s) specified as such in the Applicable Transaction Terms (or any successor to such price source(s) as determined by the Calculation Agent).

"SER Primary Rate" means the rate specified as such in the Applicable Transaction Terms.

"SER Scheduled Trading Day" means a day on which commercial banks are open (or, but for the occurrence of a SER Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the or each SER Scheduled Trading Day Jurisdiction specified in the Applicable Transaction Terms provided that where the SER Subject Currency is BRL, then notwithstanding the foregoing, if the relevant SER Valuation Date falls on a date that, as the Trade Date, is not a scheduled day on which commercial banks are open

(or, but for the occurrence of a SER Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in New York City (an "**NYC Business Day**"), then no adjustment to such date shall be made on account of the fact that such date is not an NYC Business Day.

"**SER Secondary Rate**" means the rate specified as such in the Applicable Transaction Terms.

"**SER Subject Currency**" means the currency specified as such in the Applicable Transaction Terms.

"**SER Subject Currency Jurisdiction**" means each country for which the SER Subject Currency is the lawful currency.

"**SER Unscheduled Holiday**" means a day that is not a SER Scheduled Trading Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in the principal financial centre of the SER Subject Currency two SER Scheduled Trading Days prior to the relevant scheduled SER Valuation Date.

"**SER Valuation Date**" means any date specified as such in the Applicable Transaction Terms or, if such day is not a SER Scheduled Trading Day, the immediately preceding SER Scheduled Trading Day and, in the event of a SER Unscheduled Holiday, subject to adjustment as set out in Payout Condition 6.1(c) above, unless, in the opinion of the Calculation Agent, the resultant day is a SER Disrupted Day, in which case the provisions of Payout Condition 6.1(b) shall apply. Where the amount so due is the Early Redemption Amount, then the SER Valuation Date shall be deemed to be the fifth SER Scheduled Trading Day prior to the date of early redemption of the Notes.

"**SER Valuation Time**" means, unless otherwise specified in the Applicable Transaction Terms, the time at which the SER Price Source publishes the relevant rate or rates from which the Settlement Exchange Rate is calculated.

7. FX Factor

Where the Applicable Transaction Terms specifies that a FX Factor applies to an amount payable under the Notes, such amount will include an adjustment by reference to the relevant FX Factor, and all relevant amounts will be as determined by the Calculation Agent.

For these purposes:

"**Automatic Early Redemption Valuation Date**" has the meaning given in Foreign Exchange (FX) Rate Linked Note Condition 6 above.

"**Coupon Valuation Date**" means the date specified as such in the Applicable Transaction Terms.

"**FX Factor**" means the FX Factor Final Level divided by the FX Factor Initial Level or, if so specified in the Applicable Transaction Terms, the FX Factor Initial Level divided by the FX Factor Final Level.

"**FX Factor Final Averaging Date**" means each of *[insert each relevant day which may be a specified day or may be a type of date from the Payout Conditions or elsewhere in the Conditions]* [or if any such day is not a [Business Day/*insert another type of day from the Payout Conditions or elsewhere in the Conditions*] the relevant FX Factor Final Averaging Date will be the immediately [preceding/following] day which is a [Business Day/*insert another type of day from the Payout Conditions or elsewhere in the Conditions*] regardless of whether or not this would coincide with another FX Factor Final Averaging Date].

"**FX Factor Final Level**" means [the FX Factor Final Reference Level in respect of the [FX Factor Final Valuation Date][the arithmetic average of the FX Factor Final Reference Levels on each FX Factor Final Averaging Date]] [the Settlement Price for Reference Item [(k)] in respect of][[the [relevant] Coupon Valuation Date][the Redemption Valuation Date][the Automatic Early Redemption Valuation Date][the relevant Observation Date]].

"**FX Factor Final Reference Level**" means, in respect of any day, the rate for conversion of [the Specified Currency into the FX Value Reference Currency] [the FX Value Reference Currency into the Specified Currency] on such day expressed as the amount of the [Specified Currency/FX Value

Reference Currency] which may be purchased with one unit of the [Specified Currency/FX Value Reference Currency] at or about [●] [a.m./p.m.] ([●] time) by reference to [such source(s) as the Calculation Agent deems appropriate] [*specify page and service*] (or any successor to such page or service)) [or if it is not reasonably practicable to determine the FX Factor Final Reference Level from such source, the FX Factor Final Reference Level will be determined by the Calculation Agent as the rate it determines would have prevailed but for such impracticability by reference to such source(s) as it deems appropriate for the relevant conversion at or about the time on the relevant day and by reference to such source(s) which in each case the Calculation Agent deems appropriate][, all subject to the provisions of the Foreign Exchange (FX) Rate Linked Notes, for which purpose the FX Factor Final Reference Level will be deemed to be a Settlement Price].

"FX Factor Final Valuation Date" means [*insert day which may be a specified day or may be a type of date from the Payout Conditions or elsewhere in the Conditions*] [or if such day is not a [Business Day/*insert another type of day from the Payout Conditions or elsewhere in the Conditions*] the immediately [preceding/following] day which is a [Business Day/*insert another type of day from the Payout Conditions or elsewhere in the Conditions*]].

"FX Factor Initial Averaging Date" means each of [*insert each relevant day which may be a specified day or may be a type of date from the Payout Conditions or elsewhere in the Conditions*] [or if any such day is not a [Business Day/*insert another type of day from the Payout Conditions or elsewhere in the Conditions*] the relevant FX Factor Initial Averaging Date will be the immediately [preceding/following] day which is a [Business Day/*insert another type of day from the Payout Conditions or elsewhere in the Conditions*] regardless of whether or not this would coincide with another FX Factor Initial Averaging Date].

"FX Factor Initial Level" means [the FX Factor Initial Reference Level in respect of the FX Factor Initial Valuation Date][the arithmetic average of the FX Factor Initial Reference Levels on each FX Factor Initial Averaging Date][the Settlement Price for Reference Item [(k)] in respect of the Strike Date].

"FX Factor Initial Reference Level" means, in respect of any day, the rate for conversion of [the Specified Currency into the FX Value Reference Currency] [the FX Value Reference Currency into the Specified Currency] on such day expressed as the amount of the [Specified Currency/FX Value Reference Currency] which may be purchased with one unit of the [Specified Currency/FX Value Reference Currency] at or about [●] [a.m./p.m.] ([●] time) by reference to [to such source(s) as the Calculation Agent deems appropriate] [*specify page and service*] (or any successor to such page or service)) [or if it is not reasonably practicable to determine the FX Factor Initial Reference Level from such source, the FX Factor Initial Reference Level will be determined by the Calculation Agent as the rate it determines would have prevailed but for such impracticability by reference to such source(s) as it deems appropriate for the relevant conversion at or about the time on the relevant day and by reference to such source(s) which in each case the Calculation Agent deems appropriate][, all subject to the provisions of the Foreign Exchange (FX) Rate Linked Notes, for which purpose the FX Factor Initial Reference Level will be deemed to be a Settlement Price].

"FX Factor Initial Valuation Date" means [*insert day which may be a specified day or may be a type of date from the Payout Conditions or elsewhere in the Conditions*] [or if such day is not a [Business Day/*insert another type of day from the Payout Conditions or elsewhere in the Conditions*] the immediately [preceding/following] day which is a [Business Day/*insert another type of day from the Payout Conditions or elsewhere in the Conditions*]].

"FX Value Reference Currency" means [*specify currency*].

"Observation Date" has the meaning given in the Foreign Exchange (FX) Rate Linked Note Conditions.

"Redemption Valuation Date" means the date specified as the Redemption Valuation Date in the Applicable Transaction Terms.

"Settlement Price" has the meaning given in the Foreign Exchange (FX) Rate Linked Note Conditions.

"Strike Date" means the Strike Date specified in the Applicable Transaction Terms.

8. **UVR Inflation-Adjusted Notes**

If UVR Inflation-Adjusted Notes provisions are specified in the Applicable Transaction Terms:

- (a) Where the SER Settlement Currency is Colombian Pesos ("**COP**") and UVR Inflation-Adjusted Notes are specified as applicable in the Applicable Transaction Terms then all amounts of interest and principal denominated in COP (each a "**Relevant COP Amount**") will be multiplied by the relevant Inflation Adjusted Rate prior to being converted into the Settlement Currency. The Inflation Adjusted Rate for each Relevant COP Amount will be determined by reference to the payment date (the "**Related Payment Date**") for payment to Noteholders of the converted Settlement Currency amount determined by reference to the adjusted Relevant COP Amount, in each case as provided below.
- (b) Definitions

"**Inflation Adjusted Rate**" means in respect of a Related Payment Date, the result of (a) the UVR Index in respect of such day divided by (b) the Initial UVR Index.

"**IPC**" means, with respect to any period, the Colombian Consumer Price Index (*Indice de Precios al Consumidor*) that is published monthly and certified by the National Administrative Department of the Statistics (*Departamento Administrativo Nacional de Estadística* or "**DANE**") or by any other authority succeeding to its functions and capacities from time to time.

"**UVR Index**" means Unidad de Valor Real or Unidad de Valor Constante, which, as set out in Article 3 of Law 546 of 1999 of Colombia, is the unit of adjustment of the COP based on the variation of the IPC and expressed as the amount of COP per unit of UVR Index as published and outstanding at the relevant time on the website of the Colombian Central Bank: (Banco de la República de Colombia): <http://www.banrep.gov.co/es/unidad-valor-real-uvr> under the heading "Unidad de valor real (UVR)", calculated by the Colombia Central Bank in accordance with Resolución Externa No. 13 de 2000.

If the UVR Index is wholly replaced or substituted entirely for another unit by the Colombian Central Bank, references to UVR Index will be to the unit replacing or substituting the UVR Index to the extent that (a) such unit is determined by the Colombian Central Bank, (b) such unit is applicable to commercial transactions and (c) such unit is published on the web site of the Colombian Central Bank or another official publication in Colombia in respect of any given date. In the event (i) UVR Index is no longer published by or available from the Colombian Central Bank, or (ii) UVR Index for a determination date is not available on the applicable determination date, UVR Index will be determined by the Calculation Agent acting in good faith and a commercially reasonable manner. In either case the Calculation Agent may make any consequential or related adjustments required to the Conditions to reflect the relevant replacement or substitution or non-publication or non-availability as it determines appropriate acting in good faith and a commercially reasonable manner.

In addition, if any change or modification is made to the UVR Index or the arrangements for its calculation or publication which would affect the Notes, then (A) the Calculation Agent may if it determines such change or modification is material make such adjustments to the Conditions to account for such change or modification as it determines appropriate acting in good faith and a commercially reasonable manner and determine the effective date of that adjustment, or (B) if the Calculation Agent determines that no adjustment that it could make under (A) will produce a commercially reasonable result, the Calculation Agent will notify the Issuer that the relevant consequence shall be the early redemption of the Notes. If the early redemption of the Notes occurs, then the Issuer will pay to the Noteholders the Early Redemption Amount calculated by the Calculation Agent for each of the outstanding Notes. The Calculation Agent will give notice of any such adjustment or early redemption determination in accordance with Condition 14 (*Notices*).

"**UVR Inflation-Adjusted Notes**" means Notes denominated in Colombian Pesos which are adjusted by reference to the Inflation Adjusted Rate and in respect of which payment will be made in the Settlement Currency.

"**Initial UVR Index**" means the value specified as such in the Applicable Transaction Terms.

PRO FORMA FINAL TERMS

The Final Terms in respect of each Tranche of Notes will be completed to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.

[PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS] – [Other than with respect to offers or sales of the Notes, or the Notes otherwise being made available, in [*specify jurisdiction(s) for which a PRIIPs KID is being prepared*] [during the period[s] []-[] [*repeat periods as necessary*].] [T]/[t]he Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA") or 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 (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). Consequently[, save as provided above,] no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.]

[MiFID II product governance / Professional investors and ECPs only target market] – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]/**[MiFID II product governance / Retail investors, professional investors and ECPs]** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; (ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and][non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].]

Final Terms dated []

Santander International Products plc

Legal entity identifier (LEI): 549300EBI9IZCEJIF589

Issue of [Aggregate Principal Amount of Tranche] [Title of Notes]

Guaranteed by

BANCO SANTANDER, S.A.

under the

EUR 10,000,000,000 Euro Medium Term Note Programme

Any person making or intending to make an offer of the Notes may only do so[:]

- (i) in those Non-exempt Offer Jurisdictions mentioned in Paragraph 11 of Part B below, provided such person is a Dealer or an Authorised Offeror (as such term is defined in the Base Prospectus (as defined below) and that the offer is made during the Offer Period specified in that paragraph and that any conditions relevant to the use of the Base Prospectus are complied with; or
- (ii) otherwise¹, in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or to supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 28 July 2020 [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation. These Final Terms contain the final terms of the Notes and must be read in conjunction with such Base Prospectus in order to obtain all the relevant information. Prospective investors should note that investing in the Notes entails certain risks including (without limitation) the risk that the Issue Price may be greater than the market value of the Notes [and the risk that the Calculation Agent may exercise its discretion in such a way as to affect amounts due and payable under the Notes and/or their Maturity Date]. For a more detailed description of certain of the risks involved, see "Risk Factors" on pages 13 to 53 of the Base Prospectus.

[A summary of the Notes is annexed to these Final Terms. (*Delete in the case of an issue of Notes with minimum denomination equal to or greater than EUR100,000 (or its equivalent in another currency)*)] The Base Prospectus [has][together with these Final Terms have] been published on the website[s] of The Irish Stock Exchange plc trading as Euronext Dublin (http://www.ise.ie/Debt-Securities/Individual-Debt-Securities-Data/?action=SEARCH&search_word) in an agreed electronic format.

[*N.B.: To be inserted if Notes are admitted to listing on the Taipei Exchange.*][The Notes have not been and shall not be, offered, sold or re-sold, directly or indirectly, to investors other than professional institutional investors ("**Professional Institutional Investors**") as defined under Paragraph 2, Article 4 of the Financial Consumer Protection Act of the Republic of China ("**ROC**"). Purchasers of the Notes are not permitted to sell or otherwise dispose of the notes except by transfer to a Professional Institutional Investor.]

[*N.B.: To be inserted if Notes are admitted to listing on the Taipei Exchange.*][Application has [also] been made by the Issuer (or on its behalf) for the Notes to be admitted to listing and trading on the Taipei Exchange in the Republic of China ("**TPEX**"). TPEX is not responsible for the content of the Base Prospectus, these Final Terms [and the amendment[s] and/or supplement[s] thereto] and no representation is made by TPEX to the accuracy or completeness of the Base Prospectus, these Final Terms [and the amendment[s] and/or supplement[s] thereto]. TPEX expressly disclaims any and all liability for any losses arising from, or as a result of the reliance on, all or part of the contents of the Base Prospectus, these Final terms [and the amendment[s] and/or supplement[s] thereto]. Admission to listing and trading of the Notes on TPEX shall not be taken as an indication of the merits of the Issuer, the Guarantor or the Notes.]

[*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date and the relevant terms and conditions from that base prospectus with an earlier date were incorporated by reference in this Base Prospectus.*]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the [Offering Circular dated [29 July 2014 [as supplemented by a supplement dated 16 March 2015]][29 July 2013 [as supplemented by [a] supplement[s] to the listing particulars dated [31 March 2014][and [23 December 2013]][Base Prospectus dated [29 July 2015] [8 July 2016] [14 July 2017] [as supplemented by [a] supplement[s] dated [5 April 2017] [21 October 2015][and [22 December 2015]]][25 March 2013][24 February 2012][24 February 2011][18 February 2010][11 February 2009][26 June 2008][14 September 2007][14 September 2006] [25 July 2018] [as supplemented by a supplement dated 27 November 2018][17 July 2019] [as supplemented by a supplement dated 5 March 2020]. These Final Terms contain the applicable terms of the Notes and must be read

¹ Include this wording where a Non-Exempt Offer of Notes is anticipated.

in conjunction with the Base Prospectus dated 28 July 2020 [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation" [save in respect of the conditions which are set forth in the base prospectus dated [original date] [and the supplement[s] to it dated [date] [and [date]] and are incorporated by reference in the Base Prospectus]. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation.]

[A summary of the Notes is annexed to these Final Terms. *(Delete in the case of an issue of Notes with minimum denomination equal to or greater than EUR100,000 (or its equivalent in another currency))* [The Base Prospectuses [and the supplemental Base Prospectuses] are available for viewing [at [website]] [and] during normal business hours at [address] [and copies may be obtained from [address]].]

[The following language applies if the Notes are intended to be "qualifying debt securities" (as defined in the Income Tax Act, Chapter 134 of Singapore):

Without prejudice to any other Singapore tax exemption which may be applicable to payments made by licensed banks in Singapore, where Notes are "qualifying debt securities" for the purposes of the Income Tax Act, Chapter 134 of Singapore (the "ITA"):

Where interest, discount income, prepayment fee, redemption premium or break cost is derived from any Notes by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions) under the ITA shall not apply if such person acquires such Notes using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the ITA.]

[Include whichever of the following apply or specify as "Not applicable" (N/A). Note that the numbering should remain as set out below, even if "Not applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]

[When completing any final terms, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to Base Prospectus under Article 23 of the Prospectus Regulation.]

- | | | | |
|----|-------|--|--|
| 1. | (i) | Issuer: | Santander International Products plc |
| | (ii) | Guarantor: | Banco Santander, S.A. |
| 2. | (i) | Series Number: | [] |
| | (ii) | Tranche Number: | [] |
| | (iii) | Date on which the Notes will be consolidated and form a single Series: | [The Notes will be consolidated and form a single Series with <i>[identify earlier Tranches]</i> on [the Issue Date/ the date that is 40 days after the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 57 below, which is expected to occur on or about [date]] [Not Applicable] |
| | (iv) | Applicable Annex(es): | [Not Applicable]

[Annex 1: Equity Linked Conditions]
[Annex 2: Inflation Linked Conditions]
[Annex 3: ETF Linked Conditions]
[Annex 4: Fund Linked Conditions]
[Annex 5: Credit Linked Conditions]
[Annex 6: Foreign Exchange (FX) Rate Linked Conditions]
[Annex 7: Payout Conditions [for the purposes of Payout Condition 6 only]] |

3. Specified Currency or Currencies: [] *[Specify if Settlement Exchange Rate and Settlement Payment both apply: (the "**SER Subject Currency**") for the purpose of the Specified Denomination and calculations and [] (the "**Settlement Currency**") for the purpose of payments]*
- [UVR Inflation-Adjusted Notes: Applicable]
- Initial UVR Index: *[specify]*
4. Aggregate Principal Amount of Notes:
- (i) [Series:] []
- (ii) [Tranche:] []
5. Issue Price: []% of the Aggregate Principal Amount [plus accrued interest from *[insert date]* *(in the case of fungible issues only, if applicable)*] [converted into the Settlement Currency at the Initial Settlement Exchange Rate, being *[specify amount]* in respect of the Aggregate Principal Amount and "**Initial SER**" means *[specify]*]
- [The Notes are Partly Paid Notes – see item 50 below]
6. (i) Specified Denominations: []
- [Note - where multiple denominations are being used and Notes are not being issued in registered form or dematerialised book-entry form, the following sample wording should be followed: [EUR 100,000] and integral multiples of [EUR 1,000] in excess thereof up to and including [EUR 199,000]. No Notes in definitive form will be issued with a denomination above [EUR 199,000].*
- So long as the Notes are represented by a Temporary Global Note or a Permanent Global Note and the relevant clearing systems so permit, the Notes will be tradable only in the minimum authorised denomination of [EUR 100,000] and higher integral multiples of [EUR 1,000], notwithstanding that no definitive Notes will be issued with a denomination above [EUR 199,000].]
- (ii) Calculation Amount [and Outstanding Principal Amount in respect of Partly Paid Notes]: *[the Specified Denomination][Insert in the case of Instalment Notes: (the "**Original Calculation Amount**") minus, for the purposes of any calculation by reference to the Calculation Amount on any day, the sum of the Instalment Amounts paid prior to the relevant day [save for the purposes of calculation of any [Interest Amount][Final Redemption Amount][Early Redemption Amount][Automatic Early Redemption Amount][Optional Redemption Amount][Entitlement Amount] [[payable][deliverable] on *[specify]*] for which purposes the Original Calculation Amount will continue to apply]].*
- [If there are several Specified Denominations, insert the highest common factor of those Specified Denominations. (Note: There must be a common factor of two or more Specified Denominations).]*

[Insert in respect of Partly Paid Notes:

The Calculation Amount in respect of the Notes is [].

The Outstanding Principal Amount in respect of the Calculation Amount as of each Part Payment Date (subject as provided in the Conditions) is as specified below:

Part Payment Date [falling on or about]	Outstanding Principal Amount
--	---------------------------------

[specify]	[specify]
-----------	-----------

[specify]	[specify]
-----------	-----------

(Repeat as necessary)]

7. (i) Issue Date: []

(ii) Interest Commencement Date: [Insert relevant date/Issue Date/Not Applicable]

[An Interest Commencement Date will not be relevant for certain Notes, for example, Zero Coupon Notes]

8. Maturity Date: [Specify date (including any relevant Business Day Convention) or (for Floating Rate Notes, CMS-Linked Notes, Inflation Linked Notes, Equity Linked Notes, ETF Linked Notes, Fund Linked Notes or Foreign Exchange (FX) Rate Linked Notes) Interest Payment Date falling in or nearest to the relevant month and year][or such later date for redemption determined as provided in the [[Fund Linked Conditions][Credit Linked Conditions][Foreign Exchange (FX) Rates Linked Conditions][or, in all circumstances if applicable, such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Payout Condition 6.]

[For Credit Linked Notes, if applicable insert: [] (the "Scheduled Maturity Date"), subject to the provisions of the Credit Linked Conditions and these Final Terms]

[If the Maturity Date is less than one year from the Issue Date and either (a) the issue proceeds are received by the Issuer in the United Kingdom, or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, (i) the Notes must have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be sold only to "professional investors" or (ii) another applicable exemption from section 19 of the FSMA must be available.]

[If the Maturity Date is less than one year from the Issue Date the Notes must comply with the Central Bank's notice of exemptions granted under section 8(2) of the Central Bank Act, 1971 as amended (BSD C01/02) and, inter alia, have a minimum Specified Denomination of

Euro 125,000. In addition such Notes must bear the following legend:

"An investment in the Notes does not have the status of a bank deposit and does not have the protection of the deposit protection scheme operated by the Central Bank of Ireland. The Issuer is not regulated by the Central Bank of Ireland by virtue of the issue of the Notes."

9. Interest Basis:

[[]% Fixed Rate]

[[Specify reference rate]+/- []% Floating Rate]

[CMS-Linked: [*specify reference rate*] +/- []%]

[Equity Linked: please see the section headed "*Provisions Applicable to Equity Linked Notes*" below for more details]

[Inflation Linked: please see "*Provisions Applicable to Inflation Linked Notes*" below for more details]

[ETF Linked: please see *Provisions Applicable to ETF Linked Notes* below for more details]

[Reference Item Rate Linked: please see "*Provisions Applicable to Reference Item Rate Linked Notes*" below for more details]

[Fund Linked: please see "*Provisions Applicable to Fund Linked Notes*" below for more details]

[Credit Linked: please see "*Provisions Relating to Credit Linked Notes*" below for more details]

[Foreign Exchange (FX) Rate Linked: please see "*Provisions Applicable to Foreign Exchange (FX) Rate Linked Notes*" below for more details]]

[and converted into the Settlement Currency by reference to the applicable Settlement Exchange Rate]

[Zero Coupon]

[and each Interest Amount will be multiplied by the FX Factor as provided below]

(further particulars specified in items 18 and [19/20/21/22/23/24/25/26/27] below)

[The Notes do not bear or pay any interest]

10. Redemption/Payment basis:

[Redemption at par]

[See item 30 below]

[Dual Currency]

[Partly Paid]

[Instalment]

[Equity Linked: please see the section headed "*Provisions Applicable to Equity Linked Notes*" below for more details]

[Inflation Linked: please see paragraph "*Provisions Applicable to Reference Item Rate Linked Notes*" below for more details]

[ETF Linked: please see paragraph *Provisions Applicable to ETF Linked Notes* below for more details]

[Reference Item Rate Linked: please see "*Provisions Applicable to Reference Item Rate Linked Notes*" below for more details]

[Fund Linked: please see "*Provisions Applicable to Fund Linked Notes*" below for more details]

[Credit Linked: please see paragraph "*Provisions Relating to Credit Linked Notes*" at item 44 below and the Credit Linked Conditions for more details]

[Foreign Exchange (FX) Rate Linked: please see *Provisions Applicable to Foreign Exchange (FX) Rate Linked Notes* below for more details]

[and converted into the Settlement Currency by reference to the applicable Settlement Exchange Rate]

[provided that each redemption amount will be multiplied by the relevant FX Factor as provided below]

11. Reference Item(s):

[The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][specify]])] will apply [for [Interest][and][Automatic Early Redemption][and][Redemption] determination purposes:][Not Applicable]

[For [k]=1][specify][insert description][(see paragraph [specify])]

(Repeat if necessary)

[and]

[The following Reference Item(s)[(k)] [(from [k] = [specify] to [k] = [specify])] will apply [for [Redemption] determination purposes]:

[For [k]=[specify]][specify][insert description][(see paragraph [specify])]

(Repeat if necessary)

12. Change of Interest Redemption/Payment Basis:

or [Applicable/Not Applicable] [*Specify the date when any change to the Interest Basis or Redemption/Payment Basis occurs with reference to paragraphs 19 and 20 below*]

13. Put/Call Options:

[Not Applicable]

[Investor Put]

- [(further particulars specified in item 29 below)]
- [Issuer Call]
- [(further particulars specified in item 28 below)]
- [Not Applicable]
14. Settlement Exchange Rate Provisions: [Not Applicable][Applicable [and Settlement Currency Payment [applies/does not apply]]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Settlement Exchange Rate: [Specify rate] [As per Payout Condition 6]
- (if a rate is specified then delete the remaining subparagraphs of this paragraph).*
- (ii) SER Valuation Date(s): [specify] [or, if applicable,] [[specify] SER Scheduled Trading Days prior to the [relevant Optional Redemption Date (Call)] [scheduled] [specify each payment date]]
- (where different SER Valuation Dates apply to different payment dates, specify in respect of each applicable payment date)*
- (iii) Provisions applicable to determining the Settlement Exchange Rate: For the purpose of the definition of Settlement Exchange Rate in Payout Condition 6:
- [SER Base Currency: [specify]]
- SER Price Source: [specify]
- Relevant Screen Page: [specify]
- SER Valuation Time: [specify]
- SER Scheduled Trading Day Jurisdiction: [specify]
- (iv) SER Disruption Events: [Price Source Disruption]
- [Illiquidity Disruption]
- [Dual Exchange Rate]
- [General Inconvertibility]
- [General Non-Transferability]
- [Material Change in Circumstance]
- [Nationalisation]
- [Price Materiality, where:
- SER Price Materiality Percentage: [specify][3]%
- SER Primary Rate: [specify][The rate determined as set out in the definition of Settlement Exchange Rate]

		SER Secondary Rate: <i>[specify]</i> [SER First Fallback Reference Price [and]][SER Second Fallback Reference Price]]
(v)	SER Disruption Fallbacks (for Price Source Disruption and Price Materiality only):	<p>[Calculation Agent Determination]</p> <p>[First Fallback Reference Price, where:</p> <p>SER First Fallback Price Source: <i>[specify]</i></p> <p>SER First Fallback Valuation Time: <i>[specify]</i></p> <p>SER First Fallback Number of Settlement Days: <i>[specify]</i>]</p> <p>[Second Fallback Reference Price, where:</p> <p>SER Second Fallback Price Source: <i>[specify]</i></p> <p>SER Second Fallback Valuation Time: <i>[specify]</i></p> <p>SER Second Fallback Number of Settlement Days: <i>[specify]</i>]</p> <p>[Valuation Postponement]</p> <p>SER Number of Postponement Settlement Days: [[Two]]<i>[specify]</i> [Business Days][SER Settlement Days] <i>[specify]</i></p> <p>SER Maximum Days of Postponement: <i>[specify]</i></p> <p><i>(specify fallbacks required and arrange order in which to be applied)</i></p>
	(vi) SER Cumulative Events:	[Not Applicable][Applicable and SER Maximum Cumulative Days of Postponement means <i>[specify]</i>]
	(vii) SER Number of Settlement Days:	[Two][Zero] <i>[specify other]</i> [where SER Settlement Day Centre(s) means <i>[specify]</i>]
	(viii) SER Additional Disruption Event:	<p><i>(Specify each of the following which applies)</i> [Change in Law] [Hedging Disruption] [Increased Cost of Hedging]</p> <p>[Trade Date means <i>[specify]</i>]</p>
15.	(i) Status of the Notes:	Senior
	(ii) Status of the Guarantee:	Senior
	(iii) [Date [Board] approval for issuance of Notes [and Guarantee] [respectively] obtained:	[] [and [], respectively]
		<i>(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of the Notes or related Guarantee)</i>

16. Knock-in Event: [Not Applicable][Applicable: Knock-in Value is [(i)][greater than][greater than or equal to][less than][less than or equal to] the Knock-in[Level][Price][within the Knock-in Range] *(Only applicable if a payment to be made in respect of the Notes is subject to a condition precedent that a Knock-in Event has occurred. If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (Insert for Reference Item Linked Notes)*
- (i) Knock-in Value: *[insert definition from Payout Condition 5.2]*
 - (ii) Knock-in Level/Knock-in Price: *[specify value or percentage]*
 - (iii) Knock-in Range: From and [including][excluding] [specify range of values, percentages, level, or prices etc] to and [including][excluding] [specify range of values, percentages, level, or prices etc] [Not Applicable]
 - (iv) Knock-in Determination Day(s): *[specify][Each Scheduled Trading Day in the Knock-in Determination Period][Not Applicable]*

[In the event that a Knock-in Determination Day is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]
 - (v) Knock-in Determination Period: *[specify][Not Applicable]*
 - (vi) Knock-in Period Beginning Date: *[Applicable][specify][Not Applicable]*
 - (vii) Knock-in Period Beginning Date Scheduled Trading Day Convention: *[Applicable][Not Applicable]*
 - (viii) Knock-in Period Ending Date: *[specify][Not Applicable]*
 - (ix) Knock-in Period Ending Date Scheduled Trading Day Convention: *[Applicable][Not Applicable]*
 - (x) Knock-in Valuation Time: *[specify][Scheduled Closing Time][Any time on a Knock-in Determination Day][Not Applicable]*
17. Knock-out Event: [Not Applicable][Applicable: The Knock-out Value is [(i)][greater than][greater than or equal to][less than][less than or equal to] the Knock-out [Level][Price] [within the Knock-out Range]
- (Only applicable if a payment to be made in respect of the Notes is subject to a condition precedent that a Knock-out Event has occurred. If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (Insert for Reference Item Linked Notes)*
- (i) Knock-out Value: *[insert definition from Payout Condition 5.2]*
 - (ii) Knock-out Level/Knock-out Price: *[specify value or percentage]*

- (iii) Knock-out Range: From and [including][excluding] *[specify range of values, percentages, level, or prices etc]* to and [including][excluding] *[specify range of values, percentages, level, or prices etc]* [Not Applicable]
- (iv) Knock-out Determination Day(s): [[From and including][From and excluding][To and including][To but excluding]*[specify]*]

[specify][Each Scheduled Trading Day in the Knock-out Determination Period][Not Applicable]

[In the event that a Knock-out Determination Day is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]
- (v) Knock-out Determination Period: *[specify]*[Not Applicable]
- (vi) Knock-out Period Beginning Date: *[specify]*[Not Applicable]
- (vii) Knock-out Period Ending Date: *[specify]*[Not Applicable]
- (viii) Knock-out Period Beginning Date Scheduled Trading Day Convention: [Applicable][Not Applicable]
- (ix) Knock-out Period Ending Date Scheduled Trading Day Convention: [Applicable][Not Applicable]
- (x) Knock-out Valuation Time: *[specify]*[Scheduled Closing Time][Any time on a Knock-out Determination Day][Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

18. **Interest:** [Applicable][Not Applicable]

[If applicable specify: provided that each Interest Amount determined in accordance with the Conditions (prior to any rounding) will be multiplied by the relevant FX Factor and the resulting amount then rounded as provided in the Conditions, where:

[insert relevant definitions from Payout Condition 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions]]

(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Interest Payment Date(s): [] [in each year] [adjusted in accordance with *[specify Business Day Convention]*]/[not adjusted] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition [6] of the Payout Conditions]]
- (ii) Margin(s): [+ *[specify]*[%][per annum]][Not Applicable]

(If a Margin applies for each Interest Period, the Margin shall be specified separately for each Interest Period)

- (iii) Minimum Interest Rate: $[[specify][\%][per annum]][Not Applicable]$
- (If a Minimum Interest Rate applies for each Interest Period, the Minimum Interest Rate shall be specified separately for each Interest Period)*
- (iv) Maximum Interest Rate: $[[specify][\%][per annum]][Not Applicable]$
- (If a Maximum Interest Rate applies for each Interest Period, the Maximum Interest Rate shall be specified separately for each Interest Period.)*
- (v) Day Count Fraction: $[Actual/Actual(ICMA)]/[Actual/Actual(ISDA)]/[Actual/365(Fixed)]/[Actual/360]/[30/360]/[30E/360]$ or Eurobond Basis/[30E/360(ISDA)] [Not Applicable]
- (vi) Rate of Interest: [In respect of [the/each] Interest Payment Date [(from [specify] to [specify])][falling [on [or about]]][during the period from and including] [specify] [to and including] [specify]] only]][Not Applicable]]the Rate of Interest shall be determined by the Calculation Agent [in accordance with the following [formula(e)]]as the sum of the following [items [specify] to [specify] (each inclusive) below]][Insert letters or numbering here and next to each payout if this adds clarity (eg (a), (b). . .)]:]
- [Fixed Rate]
- [Floating Rate]
- (The above formulation may be repeated as necessary)*
- (In respect of the following, insert formula, relevant value(s) and other related definitions from Payout Condition 2.1 and relevant definitions from Payout Condition 5)*
- [Rate of Interest (i)]
 [Rate of Interest (ii)]
 [Rate of Interest (iii)]
 [Rate of Interest (iv)]
 [Rate of Interest (v)]
 [Rate of Interest (vi)]
 [Rate of Interest (vii)]
 [Rate of Interest (viii) – Range Accrual]
 [Rate of Interest (ix) – Digital One Barrier]
 [Rate of Interest (x) – Podium]
 [Rate of Interest (xi) – Memory Coupon]
 [Rate of Interest (xii) – Counter]
 [Rate of Interest (xiii) – Variable Counter]
 [Rate of Interest (xiv) – Call with Individual Caps]
 [Rate of Interest (xv) – Cappuccino]
 [Rate of Interest (xvi) – Fixed Best]
 [Rate of Interest (xvii) – Cliquet]
 [Rate of Interest (xviii) – Cliquet Digital]
 [Rate of Interest (xix) – Cliquet Digital Lock in]
 [Rate of Interest (xx) – Digital Coupon One Condition]
 [Rate of Interest (xxi) – Digital Coupon Two Conditions]
 [Rate of Interest (xxii) – TARN]
 [Rate of Interest (xxiii) – Ratchet]
 [Rate of Interest (xxiv) – Booster]
 [Rate of Interest (xxv)]

[Rate of Interest (xxvi) – Call Option Interest Rate]
 [Rate of Interest (xxvii) – Put Option Interest Rate]
 [Rate of Interest (xxviii) – Lock in]
 [Rate of Interest (xxix) – Himalaya]
 [Rate of Interest (xxx)]
 [Rate of Interest (xxxi) – Switchable]
 [Rate of Interest (xxxii) – CMS1010]
 [Rate of Interest (xxxiii) – Digital Barrier]

(If the Rate of Interest is calculated by reference to Reference Items, Valuation Dates, Observation Dates etc. or is otherwise calculated differently in respect of each Interest Payment Date, above options may be repeated and numerical suffixes may be used to clarify which Reference Item, Rate of Interest, Valuation Date, Observation Date etc. applies in respect of the corresponding Interest Payment Date)

19. **Fixed Rate Note Provisions**

[Applicable/Not Applicable]

(If more than one fixed rate is to be determined repeat items (i) to (iii) of this paragraph for each such rate and, if Digital Coupon One Condition or Digital Coupon Two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)

(if not applicable, delete the remaining sub-paragraphs of this paragraph)

- | | | |
|-------|---|---|
| (i) | Rate[(s)] of Interest: | []% [per annum] [payable
[annually/semi-annually/quarterly/monthly] in arrear] |
| (ii) | Fixed Coupon Amount[(s)] for Notes in definitive form (and in relation to Notes in global form see Conditions): | [[] per Calculation Amount] [Not Applicable]

[Specify Fixed Coupon Amount for Partly Paid Notes, taking into account the Outstanding Principal Amount from time to time] |
| (iii) | Broken Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): | [[] per Calculation Amount, payable on the Interest Payment Date falling [in/on] []] [Not Applicable]

[Specify any Broken Amount(s) for Partly Paid Notes, taking into account the Outstanding Principal Amount from time to time] |

20. **Floating Rate and CMS Linked Note Provisions**

[Applicable/Not Applicable] [for purposes only of determining the "Rate" element of the Rate of Interest specified in item [18(vi)] *(insert where "Rate of Interest (viii) - Range Accrual" applies under item 18(vi))*]

(If more than one floating rate is to be determined, repeat items (i) to (xiii) as applicable for each such rate and, if Digital Coupon One Condition or Digital Coupon two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Specified Period: []
- (Specified Period and specified Interest Payment Dates are alternatives. A Specified Period, rather than specified Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")*
- (ii) [First Interest Payment Date:] []
- (iii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention][Not Applicable] *(Business Day Convention only needs to be specified here if Specified Periods are specified)*
- (iv) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (v) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s): [[Name] shall be the Calculation Agent]
- (vi) Margin Plus Rate: [Applicable] [Not Applicable]
- (vii) Specified Percentage Multiplied by Rate: [Applicable] [Not Applicable]
- (viii) Difference in Rates: [Applicable] [Not Applicable]
- (ix) Screen Rate Determination of Rate[1]: [Not Applicable]
- (If not applicable delete the remaining sub-paragraphs of this paragraph)*
- Reference Rate: [[] month]
- [LIBOR/ EURIBOR Compounded Daily SONIA / Compounded Daily SOFR / Compounded Daily €STR][specify] [Insert in the case of Compounded Daily SONIA except where Index Determination applies: For this purpose Relevant Screen Page means [specify]]*
- Observation Method [Not Applicable/Lag/Shift]
- (Specify Lag or Shift for Compounded Daily SONIA or Compounded Daily SOFR, except where Index Determination is applicable, or for Compounded Daily €STR. Otherwise specify Not Applicable)*
- Observation Look-
Back Period: Days [Not Applicable]/ [●] [London Banking Days] / [U.S. Government Securities Business Days][TARGET2 Business Days]
- (Specify for Compounded Daily SONIA or Compounded Daily SOFR, except where Index Determination is applicable, or for Compounded Daily €STR. Otherwise specify Not Applicable. N.B. must be at least two such relevant days to allow clearing system payments)*

- Index Determination: [Applicable/Not Applicable]

(Include if applicable for Compounded Daily SONIA or Compounded Daily SOFR)
- Interest Determination Date(s): [Insert for GBP LIBOR: First London Banking Day of each Interest Period]

[Insert for USD LIBOR: Second London Banking Day prior to the start of each Interest Period]

[Insert for Euro LIBOR or EURIBOR: Second TARGET2 System Business Day prior to the start of each Interest Period]

[Insert for Compounded Daily SONIA–non Index Determination: Second London Banking Day prior to the relevant Interest Payment Date]

[Insert for Compounded Daily SONIA – Index Determination: The day falling the Relevant Number of London Banking Days prior to the relevant Interest Payment Date and **Relevant Number** means *[insert number being two or greater]*]

[Insert for Compounded Daily SOFR–non Index Determination: Second U.S. Government Securities Business Days prior to the relevant Interest Payment Date]

[Insert for Compounded Daily SOFR – Index Determination: The day falling the Relevant Number of U.S. Government Securities Business Day prior to the relevant Interest Payment Date and **Relevant Number** means *[insert number being two or greater]*]

[Insert for Compounded Daily ESTR: Second TARGET2 System Business Day prior to the relevant Interest Payment Date]
- Relevant Screen Page: [specify][Reuters LIBOR 01/ EURIBOR 01]
- Relevant Time: [specify][11.00 a.m. London time/Brussels time]
- Relevant Financial Centre: [London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)][specify]
- (x) ISDA Determination of Rate[1]: [Not Applicable]

(If not applicable delete the remaining sub-paragraphs of this paragraph)
- Floating Rate Option: []
- Designated Maturity: []
- Reset Date: [][in the case of CMS linked payout specify if applicable in relation to each relevant valuation or determination date]

- (xi) Screen Rate Determination of Rate 2: [Not Applicable]
- (If not applicable delete the remaining sub-paragraphs of this paragraph)*
- (in relation to Difference in Rates or CMS-linked payout only)*
- Reference Rate: [[] month]

[LIBOR/ EURIBOR Compounded Daily SONIA / Compounded Daily SOFR / Compounded Daily €STR][specify] [Insert in the case of Compounded Daily SONIA except where Index Determination applies: For this purpose Relevant Screen Page means [specify]]
 - Observation Method [Not Applicable/Lag/Shift]

(Specify Lag or Shift for Compounded Daily SONIA or Compounded Daily SOFR, except where Index Determination is applicable, or for Compounded Daily €STR. Otherwise specify Not Applicable)
 - Observation Back Period: Look- [Not Applicable]/ [●] [London Banking Days] / [U.S. Government Securities Business Days][TARGET2 Business Days]

(Specify for Compounded Daily SONIA or Compounded Daily SOFR, except where Index Determination is applicable, or for Compounded Daily €STR. Otherwise specify Not Applicable. N.B. must be at least two such relevant days to allow clearing system payments)
 - Index Determination: [Applicable/Not Applicable]

(Include if applicable for Compounded Daily SONIA or Compounded Daily SOFR)
 - Interest Determination Date(s): [Insert for GBP LIBOR: First London Banking Day of each Interest Period]

[Insert for USD LIBOR: Second London Banking Day prior to the start of each Interest Period]

[Insert for Euro LIBOR or EURIBOR: Second TARGET2 System Business Day prior to the start of each Interest Period]

[Insert for Compounded Daily SONIA–non Index Determination: Second London Banking Day prior to the relevant Interest Payment Date]

[Insert for Compounded Daily SONIA – Index Determination: The day falling the Relevant Number of London Banking Days prior to the relevant Interest Payment Date and **Relevant Number** means [insert number being two or greater]]

[Insert for Compounded Daily SOFR–non Index Determination: Second U.S. Government Securities

Business Days prior to the relevant Interest Payment Date]

*[Insert for Compounded Daily SOFR – Index Determination: The day falling the Relevant Number of U.S. Government Securities Business Day prior to the relevant Interest Payment Date and **Relevant Number** means [insert number being two or greater]]*

[Insert for Compounded Daily ESTR: Second TARGET2 System Business Day prior to the relevant Interest Payment Date]

- Relevant Screen Page: *[specify][Reuters LIBOR 01/ EURIBOR 01]*
- Relevant Time: *[11.00 a.m. London time/Brussels time][specify]*
- Relevant Financial Centre: *[London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)][specify]*

(xii) ISDA Determination of Rate 2:

(in relation to Difference in Rates or CMS-linked payout only)

- Floating Rate Option: *[]*
- Designated Maturity: *[]*
- Reset Date: *[][in the case of CMS linked payout specify if applicable in relation to each relevant valuation or determination date]*

(xiii) Specified Percentage: *[[]%] [Not Applicable]*

21. **Equity Linked Note interest provisions:** *[Applicable – please refer to "Provisions Applicable to Equity Linked Notes" below, for more information] [Not Applicable] [Delete as applicable]*
22. **Inflation Linked Note interest provisions:** *[Applicable – please refer to "Provisions Applicable to Reference Item Rate Linked Notes", below, for more information] [Not Applicable] [Delete as applicable]*
23. **ETF Linked Note interest provisions:** *[Applicable – please refer to the sections "Provisions Applicable to ETF Linked Notes" below for more information] [Not Applicable] [Delete as applicable]*
24. **Fund Linked Note interest provisions:** *[Applicable – please refer to the sections "Provisions Applicable to Fund Linked Notes" below for more information] [Not Applicable] [Delete as applicable]*
25. **Foreign Exchange (FX) Rate Linked Note interest provisions:** *[Applicable – please refer to the sections "Provisions Applicable to Foreign Exchange (FX) Rate Linked Notes" below for more information] [Not Applicable] [Delete as applicable]*
26. **Reference Item Rate Linked Note interest provisions** *[Applicable – please refer to the section "Provisions Applicable to Reference Item Rate Linked Notes" below,*

for more information][Not Applicable] *[Delete as applicable]*

27. **Zero Coupon Note provisions**

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs)

(i) Accrual Yield: []% per annum

(ii) Reference Price: []

(iii) Day Count Fraction in relation to the Amortised Face Amount: [30/360]
[Actual/360]

[Actual/365]

PROVISIONS RELATING TO REDEMPTION

28. **Call Option**

[Applicable/Not Applicable][provided the Issuer may only exercise the Call Option if the Optional Redemption Condition is satisfied]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Optional Redemption Date(s) (Call): [] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Payout Condition 6][the *[insert]* Business Day following [the day on which notice of the Issuer exercising the Call Option is given to Noteholders]

[If applicable specify: [provided that][with][the resulting amount][will be] multiplied by the relevant FX Factor [[and] with the resulting amount rounded [up/down] to the nearest 0.01 in the Specified Currency (or to the nearest JPY1 in the case of JPY)], where:

[insert relevant definitions from Payout Condition 5 and 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions including, if applicable, Optional Redemption Condition]

(NB: In the case of Call Option Rate Notes, the Optional Redemption Date(s) (Call) must be Interest Payment Dates (other than the first and final Interest Payment Dates))

(ii) Optional Redemption Amount(s) of each Note: [[] per Calculation Amount][Final Payout as specified in paragraph 31 below]

(iii) If redeemable in part:

(a) Minimum Redemption Amount: [] per Calculation Amount

(b) Maximum Redemption Amount: [] per Calculation Amount

(iv) Notice period: [] [[●] Business Days (the "**Minimum Early Redemption Notice Period**") (NB: to be included for

Call Option Rate Notes – may not be less than five Business Days.)

29. **Put Option:**

[Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Optional Redemption Date(s) [] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Payout Condition 6] *(NB: In the case of Put Option Rate Notes, the Optional Redemption Date(s) (Put) must be Interest Payment Dates (other than the first and final Interest Payment Dates))*

(ii) Optional Redemption Amount(s) of each Note: [] per Calculation Amount

(NB: If the Optional Redemption Amount is other than a specified amount per Calculation Amount, the Notes will need to be Exempt Notes)

[If applicable specify: [provided that][with][the resulting amount][will be] multiplied by the relevant FX Factor [[and] with the resulting amount rounded [up/down] to the nearest 0.01 in the Specified Currency (or to the nearest JPY1 in the case of JPY)], where:

[insert relevant definitions from Payout Condition 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions]

(iii) Notice period: [] [[●] Business Days (the "**Minimum Early Redemption Notice Period**") *(NB: to be included for Put Option Rate Notes – may not be less than ten Business Days)*

30. **Final Redemption Amount of each Note:**

[Calculation Amount * [specify]%] [Outstanding Principal Amount immediately prior to the Maturity Date] [Calculation Amount * Final Payout] [Final Payout] [, subject to [specify]]/See Equity Linked redemption provisions below/See Inflation Linked Note redemption provisions below/See ETF Linked Note redemption provisions below/See Reference Item Rate Linked Note redemption provisions below/See Credit Linked Note redemption provisions below/See Fund Linked redemption provisions below/See Foreign Exchange (FX) Rate Linked redemption provisions below]

[If applicable specify: [provided that][with][the resulting amount][will be] multiplied by the relevant FX Factor [[and] with the resulting amount rounded [up/down] to the nearest 0.01 in the Specified Currency (or to the nearest JPY1 in the case of JPY)], where:

[insert relevant definitions from Payout Condition 7 and other relevant definitions from the Payout Conditions]

completed on the basis provided in the Payout Conditions]

31. **Final Payout:**

[Not Applicable]

(In respect of the following, insert formula from Payout Condition 2.2 and relevant definitions from Payout Condition 5)

[The sum of the following [items [specify] to [specify] (each inclusive) below:] *[Insert letters or numbering here and next to each payout if this adds clarity (eg (a), (b). . .)]*

[Redemption (i)]
[Redemption (ii)]
[Redemption (iii)]
[Redemption (iv)]
[Redemption (v)]
[Redemption (vi)]
[Redemption (vii) – Booster]
[Redemption (viii) – Digital]
[Redemption (ix) – Digital with Knock-in]
[Redemption (x) – Podium]
[Redemption (xi) – Reverse Knock-in Standard]
[Redemption (xii) – Reverse Knock-in]
[Redemption (xiii) – Knock-in Standard]
[Redemption (xiv) – Twin Win]
[Redemption (xv) – Himalaya]
[Redemption (xvi) – Memory]
[Redemption (xvii) – Lock in]
[Redemption (xviii)]
[Redemption (xix) – Switchable]
[Redemption (xx) – Alternate Currency]
[Redemption (xxi) – Leveraged FX]

32. **Automatic Early Redemption:**

[Applicable][Not Applicable]

(If applicable, specify one of the following)

[ST Automatic Early Redemption][Target Automatic Early Redemption] *(always insert 'Target Automatic Early Redemption Event' if Target Coupon Automatic Early Redemption applies)*

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Automatic Early Redemption Event:

[AER Value Automatic Early Redemption Event – Applicable]

AER Value is: [greater than][greater than or equal to][less than][less than or equal to] the Automatic Early Redemption [Level][Price]

[Target Coupon Automatic Early Redemption Event – Applicable]

(ii) AER Value:

[insert relevant value definition and where applicable relevant definitions from Payout Condition 5.1 and 5.2]
[Not Applicable]

- (iii) Automatic Early Redemption Payout: The Automatic Early Redemption Amount shall be determined in accordance with the following formula:
- (Insert relevant formula (and related definitions) from Payout Condition 3)*
- [If applicable specify: [provided that][with][the resulting amount][will be] multiplied by the relevant FX Factor [[and] with the resulting amount rounded [up/down] to the nearest 0.01 in the Specified Currency (or to the nearest JPY1 in the case of JPY)], where:*
- (Insert relevant definitions from Payout Condition 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions)*
- (iv) Automatic Early Redemption Level/Price: *[[specify] [%][of RI Initial Value]][Not Applicable]*
- (v) [AER Percentage][Target Coupon Percentage]: *[specify] [%][Not Applicable]*
- (vi) Automatic Early Redemption Date(s)/Period(s): *[specify] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Payout Condition 6]*
- (vii) AER Additional Rate: *[AER Rate][Insert relevant provisions from Payout Condition 5.1][Not Applicable]*
- [AER Rate DCF][Insert relevant provisions from Conditions]*
- [AER Rate MT][Insert relevant provisions from Conditions]*
- (viii) Automatic Early Redemption Valuation Date(s)/Period(s): *[specify]*
- (ix) Automatic Early Redemption Valuation Time: *[specify][Scheduled Closing Time][Any time [on the relevant Valuation Date][during the Observation Period]][Not Applicable]*
- (x) Averaging: Averaging *[applies][does not apply]* for the purposes of Automatic Early Redemption. *[The Averaging Dates are [specify].] [See paragraph [] above]*
- [In the event that an Averaging Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply]*
- [Specified Maximum Days of Disruption will be equal to: [specify][five]*
- (If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)]*

33. Early Redemption Amount:

Early Redemption Amount (Tax) per Calculation Amount payable on redemption for taxation reasons: ☐ per Calculation Amount (*specify the amount*)/Market Value less Associated Costs] [Partly Paid Early Redemption Amount] [Amortised Face Amount]

[If applicable specify: [provided that][with][the resulting amount][will be] multiplied by the relevant FX Factor [[and] with the resulting amount rounded [up/down] to the nearest 0.01 in the Specified Currency (or to the nearest JPY1 in the case of JPY)], where:

(Insert relevant definitions from Payout Condition 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions)

Redemption Amount(s) per Calculation Amount payable on an event of default: ☐ per Calculation Amount/*specify the amount, which may, where appropriate, be an amount per Calculation Amount equal to the fair market value of each Note less applicable costs [including the cost, if any, for unwinding hedging arrangements]*

[Partly Paid Early Redemption Amount][Amortised Face Amount]

[If applicable specify: [provided that][with][the resulting amount][will be] multiplied by the relevant FX Factor [[and] with the resulting amount rounded [up/down] to the nearest 0.01 in the Specified Currency (or to the nearest JPY1 in the case of JPY)], where:

(Insert relevant definitions from Payout Condition 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions)

Termination Amount(s) per Calculation Amount payable on an occurrence of an Extraordinary Fund Event: [See paragraph 45(xxx)][Not Applicable]

Early Redemption Amount per Calculation Amount payable following an early redemption in all other cases pursuant to the Conditions: ☐ per Calculation Amount/Market Value less Associated Costs][Not Applicable][Amortised Face Amount]

[Partly Paid Early Redemption Amount]

[If applicable specify: [provided that][with][the resulting amount][will be] multiplied by the relevant FX Factor [[and] with the resulting amount rounded [up/down] to the nearest 0.01 in the Specified Currency (or to the nearest JPY1 in the case of JPY)], where:

(Insert relevant definitions from Payout Condition 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions)

Fair Market Value Interest Element: [Applicable][Not Applicable] (*Specify as required in respect of each relevant early redemption*)

34. **Equity Linked Note redemption provisions:** [Applicable – please refer to the section headed "*Provisions Applicable to Equity Linked Notes*" below for more information][Not Applicable] [*Delete as applicable*]
35. **ETF Linked Note redemption provisions:** [Applicable – please refer to the section headed "*Provisions Applicable to ETF Linked Notes*" below for more information][Not Applicable] [*Delete as applicable*]
36. **Inflation Linked Note redemption provisions:** [Applicable – please refer to the section headed "*Provisions Applicable to Inflation Linked Notes*" below for more information][Not Applicable][*Delete as applicable*]
37. **Credit Linked Note redemption provisions:** [Applicable – please refer to the section headed "*Provisions Relating to Credit Linked Notes*" below for more information][Not Applicable][*Delete as applicable*]
38. **Fund Linked Note redemption provisions:** [Applicable – please refer to the sections "*Provisions Applicable to Fund Linked Notes*" below for more information][Not Applicable][*Delete as applicable*]
39. **Foreign Exchange (FX) Rate Linked Note redemption provisions:** [Applicable – please refer to the sections "*Provisions Applicable to Foreign Exchange (FX) Rate Linked Notes*" below for more information][Not Applicable][*Delete as applicable*]
40. **Reference Item Rate Linked Note redemption provisions** [Applicable – please refer to the section "*Provisions Applicable to Reference Item Rate Linked Notes*" below, for more information][Not Applicable][*Delete as applicable*]

PROVISIONS APPLICABLE TO EQUITY LINKED NOTES

41. **Equity Linked Note Provisions:** [Applicable][Not Applicable][for the purposes of determining the "Rate of Interest" specified in item 18(vi)] (*insert where "Rate of Interest" (viii) – Range Accrual" applies under item 18(vi)*)
- (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- The provisions of Annex 1 of the Terms and Conditions (*Additional Terms and Conditions for Equity Linked Notes*) shall apply
- (i) **Type of Notes:** [Single Share Linked Notes][Single Share Index Linked Notes][Share Basket Linked Notes][Share Index Basket Linked Notes][*Delete as applicable*]
- (ii) **Share(s)/Share Basket/Single Share Index/Share Index Basket:** [*specify (i) names of each issuer of the Share(s), (ii) class of each Share, (iii) ISIN or other security identification code for each Share/Share Index for Single Share Index Linked Notes or each of the Share Indices for Share Index Basket Linked Notes (specifying where applicable if any such index is a Dividend Index)*] [Reference Item[s][k]]

- (iii) Share Index Sponsor(s): *[Insert name(s) of Share Index Sponsor(s)/Share Dividend Index Sponsor(s)]*[Not Applicable]
- (in relation to Single Share Index Linked Notes and Share Index Basket Linked Notes only)*
- (iv) Exchange(s): *[specify]*[As per the Conditions]
- (v) Related Exchange(s): *[specify]*[All Exchanges]
- (vi) Exchange Business Day Convention: [Following Business Day Convention][Modified Following Business Day Convention][Not Applicable]
- (vii) Strike Date: *[specify]*[Not Applicable]
- (viii) Strike Period [and Strike Days]: *[Specify Strike Period]*[Not Applicable]*[Specify the applicable Strike Days in the Strike Period]*
- (ix) Averaging: Averaging [(Per [Share/Index])][applies][does not apply] to the Notes [in respect of each *[specify relevant Valuation Date]*.] *[insert and repeat sentence if applicable]*. [The Averaging Dates are *[specify]* [See paragraph [] above]
- [In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]
- (x) Coupon Valuation Date(s): *[specify]*[Not Applicable]
- (xi) Coupon Valuation Time: [Not Applicable][Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date][during the Observation Period]] *[[specify]*, being the time specified on the relevant [Coupon Valuation Date] or an Averaging Date, as the case may be, for the calculation of the [Interest Amount]
- (If no time is specified, the Coupon Valuation Time will be the Scheduled Closing Time)*
- (xii) Redemption Valuation Date(s): *[specify]*[Not Applicable]
- (xiii) Redemption Valuation Time: [Not Applicable][Scheduled Closing Time][Any time [on the relevant Redemption Valuation Date][during the Observation Period]] *[[specify]*, being the time specified on the relevant [Redemption Valuation Date] or an Averaging Date, as the case may be, for the calculation of the [Redemption Amount]
- (xiv) Observation Date(s): *[specify]*[Not Applicable]
- [In the event that an Observation Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]
- (xv) Observation Period: *[specify]*[Not Applicable]
- (xvi) [Valuation Date and] Specified Maximum Days of Disruption: [The definition of "Valuation Date" in Condition 21 will apply, for which purpose the] [Specified Maximum Days of Disruption will be equal to *[specify]*][As per the Conditions][Not Applicable]

- (xvii) Exchange Rate: [specify]
- (xviii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]

PROVISIONS APPLICABLE TO ETF LINKED NOTES

42. **ETF Linked Note Provisions:** [Applicable][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 18(vi)] *(insert where "Rate of Interest (viii) - Range Accrual" applies under item 18(vi)),*
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) [ETF(s)]/[ETF Basket]: The following Reference Item(s)[(k)] [(from [k] = 1 to [[k]][specify]] will apply:] [Not applicable] [See table [above][below]] *[Insert table]*
- [For [k]=1][specify][insert description][(see paragraph [specify])](repeat as necessary)
- [Weighting: [[Not Applicable]] [[specify] [Each such Weighting shall be subject to adjustment in accordance with the ETF Linked Conditions]]
- (ii) ETF Share Currency: [specify] [See table [above][below]]
- (iii) ISIN of ETF Share(s): [specify] [See table [above][below]]
- (iv) Screen Page: [specify] [See table [above][below]]
- (v) Exchange(s): [specify][Not applicable] [See table [above][below]]
- (vi) Related Exchange(s): [specify][All Exchanges][Not applicable]
- (vii) [Strike Date] [Strike Period and Strike Days]: [specify][Not applicable] *[specify applicable Strike Days in the period if applicable]*[See table [above][below]]
- (viii) Averaging: [Not applicable][Averaging [(Per ETF)] [applies] to the Notes] in respect of each *[specify relevant Valuation Date]* *[insert and repeat sentence if applicable]*. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above][below]]
- [In the event that an Averaging Date is a [Disrupted Day], [Omission] [Postponement] [Modified Postponement] will apply]
- (ix) Coupon Valuation Date(s): [specify][Not Applicable]
- (x) Redemption Valuation Date(s)/Period(s): [specify][Not applicable][See table [above][below]]
- (xi) Valuation Time: [Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date]] [Redemption Valuation Date]] [during the Observation Period]] [[specify], being the time specified on the relevant [Coupon Valuation Date] [Redemption Valuation Date] or an Averaging Date, as the case may be, for the calculation of the [ETF Linked Interest Amount] [Redemption Amount]

(If no time is specified, the Valuation Time will be the close of trading on the Exchange)

- (xii) [Observation Date(s)]: [specify][Not applicable][See table [above]][below]]
- [In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
- (xiii) Observation Period(s): [specify][Not applicable][See table [above]][below]]
- (xiv) Exchange Business Day: [(All ETF Shares Basis)][(Per ETF Shares Basis)][(Single ETF Share Basis)]
- (xv) Scheduled Trading Day: [(All ETF Share Basis)][(Per ETF Share Basis)][(Single ETF Share Basis)]
- (xvi) ETF Share Correction Period: [specify]
- (xvii) Specified Maximum Days of Disruption: [Not applicable][specify][five][Scheduled Trading Days]
- (xviii) Extraordinary ETF Events: [As set out in ETF Linked Condition 2(b)] [specify]
- (xix) Additional Extraordinary ETF Events: [Not applicable][As per the ETF Linked Conditions][The following Additional Extraordinary ETF Events apply to the Notes:

(Specify each of the following which applies)

[Hedging Disruption]

[Increased Cost of Hedging]

[Failure to deliver: Not applicable]

[Change in Law: Not applicable]

[Increased Cost of Stock Borrow]

[Insolvency Filing]

[Stop-Loss Event]

[Stop-Loss Event Percentage: [specify] per cent.]

[The Maximum Stock Loan Rate in respect of [specify in relation to each relevant ETF Share] is [specify]] *(Only applicable if Loss of Stock Borrow is applicable)*

[[The Initial Stock Loan rate in respect of [specify in relation to each relevant ETF Share] is [specify]] *(Only applicable if Increased Cost of Stock Borrow is applicable)*]

[Tender Offer: Not applicable]

PROVISIONS APPLICABLE TO INFLATION LINKED NOTES

43. Inflation Linked Note Provisions: [Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

The provisions of Annex 2 of the Terms and Conditions *(Additional Terms and Conditions for Inflation Linked Notes)* shall apply

(If more than one Inflation Interest Rate is to be determined, repeat items (i) to (vi) for each such Inflation Rate and, if Digital Coupon One Condition or Digital Coupon Two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)

- | | | |
|--------|--|--|
| (i) | Inflation Index: | [] [Reference Item[s]][(k)] |
| | | <i>(Set out each Inflation Index level and insert "in respect of [specify date]" following each Inflation Index level)</i> |
| (ii) | Inflation Index Sponsor: | [] |
| (iii) | Related Bond: | [Insert name and ISIN or other security identification code of Related Bond][Not Applicable][Fallback Bond]
[Delete as applicable] |
| (iv) | Fallback Bond: | [Applicable][Not Applicable] |
| (v) | Strike Date: | [specify][Not Applicable] |
| (vi) | Strike Period [and Strike Days]: | [Specify Strike Period][Not Applicable][Specify the applicable Strike Days in the Strike Period] |
| (vii) | Inflation Index Level Adjustment:

(Annex 2, Section 1, paragraph 6 of Terms and Conditions) | [See details in Section 3 of Annex 2 to Terms and Conditions][Option (i) as specified in paragraph 6 of Section 1 of Annex 2 to the Terms and Conditions]
[Option (ii) as specified in paragraph 6 of Section 1 of Annex 2 to the Terms and Conditions][Delete as applicable] |
| (viii) | Business Day Convention: | [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
[Delete as applicable] |

PROVISIONS RELATING TO CREDIT LINKED NOTES

- | | | |
|-------|--------------------------------|--|
| 44. | Credit Linked Note Provisions: | [Applicable][Not Applicable] |
| | | <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i> |
| | | The provisions of Annex 5 of the Terms and Conditions <i>(Additional Terms and Conditions for Credit Linked Notes)</i> shall apply |
| (i) | Final Redemption Amount: | [] per Calculation Amount |
| (ii) | Settlement Method: | [Auction Settlement/Cash Settlement/Physical Delivery] |
| (iii) | Calculation Agent City: | [London][Madrid][specify other] |
| (iv) | Reference Entity: | [Specify name] |

(N.B. By specifying "Standard Terms" as applicable to a Reference Entity, the relevant information set out in Credit Linked Condition 22 shall apply. Not all relevant information is given in the Standard Terms and so ensure the remaining sections of this item 44 are completed accordingly.)

(v) Standard Terms:

[Applicable/Not applicable]

If applicable, insert the following as applicable and specify any changes needed to reflect the latest ISDA Physical Settlement Matrix: The following Standard Terms apply: [Standard North American Corporate/Standard European Corporate/Standard Subordinated European Insurance Corporate/Standard Emerging European Corporate/Standard Emerging European Corporate LPN/Standard Australia Corporate & Standard New Zealand Corporate/Standard Japan Corporate/Standard Singapore Corporate/Standard Latin America Corporate B/Standard Latin America Corporate BL/Standard Asia Corporate/Standard Asia Sovereign/Standard Emerging European & Middle Eastern Sovereign/Standard Australia Sovereign & Standard New Zealand Sovereign/Standard Japan Sovereign/Standard Singapore Sovereign/Standard Latin America Sovereign/Standard Western European Sovereign]

If Standard European Corporate, Standard Australia Corporate & Standard New Zealand Corporate, Standard Japan Corporate, Standard Singapore Corporate or Standard Asia Corporate Standard Terms apply, insert the following: Transaction Type: [Financial Transaction Type/Other]

(vi) Reference Obligation[s]:

[] [Standard Reference Obligation]

[If Standard Reference Obligation is specified, insert and complete as applicable: Seniority Level: [Senior Level][Subordinated Level]]

[The obligation[s] identified as follows:

Primary Obligor: []

Guarantor: []

Maturity: []

Coupon: []

CUSIP/ISIN: []

(N.B. repeat the above headings if there is more than one reference obligation)

(vii) All Guarantees:

[Applicable][Not Applicable]

[Standard Terms]

- (viii) Credit Events: [Bankruptcy]
- [Failure to Pay]
- [Grace Period Extension: [Applicable][Not Applicable]
- [If Applicable insert:
- Grace Period: [30 calendar days][]]
- [Obligation Default]
- [Obligation Acceleration]
- [Repudiation/Moratorium]
- [Restructuring]
- Provisions relating to Restructuring Credit Event: Credit Linked Condition 13: [Applicable][Not Applicable]
- Provisions relating to Multiple Holder Obligation: Credit Linked Condition 14: [Applicable][Not Applicable]
- Mod R: [Applicable/Not Applicable]
- Mod Mod R: [Applicable/Not Applicable]
- [Governmental Intervention]
- [Standard Terms]
- Default Requirement: []
- Payment Requirement: []
- (ix) Notice of Publicly Available Information: [Applicable][Not Applicable]
- [If Applicable:
- Public Source(s): []
- Specified Number: []]
- (x) Obligation(s):
- (a) Obligation Category: [Payment]
- (select one only) [Borrowed Money]
- [Reference Obligation Only]
- [Bond]
- [Loan]
- [Bond or Loan]
- [Standard Terms]

(b)	Obligation Characteristics: <i>(select all of which apply)</i>	[Not Subordinated]
		[Credit Linked Specified Currency:
		[Standard Specified Currencies]/[specify currency]]
		[Not Sovereign Lender]
		[Not Domestic Currency
		Domestic Currency means: [specify currency]]
		[Not Domestic Law]
(c)	Additional Obligation[s]:	[Listed]
		[Not Domestic Issuance]
		[Standard Terms]
		[] [See Credit Linked Condition 17] [Not Applicable]
		<i>(N.B. Specify "Not Applicable unless the provisions relating to LPN Reference Entities apply)</i>
(d)	Excluded Obligation[s]:	[]
(xi)	Accrual of Interest upon Credit Event:	[Applicable][Not Applicable]
(xii)	Merger Event:	Credit Linked Condition 11: [Applicable][Not Applicable]
		<i>[If Applicable insert:</i>
		Merger Event Redemption Amount: []
		Merger Event Redemption Date: [] [Five (5) Business Days after the Calculation Agent determines that a Merger Event has occurred.]]
(xiii)	Unwind Costs:	[Standard Unwind Costs][specify other][Not Applicable]
(xiv)	Provisions relating to Monoline Insurer as Reference Entity:	Credit Linked Condition 15: [Applicable][Not Applicable]
(xv)	Provisions relating to LPN Reference Entities:	Credit Linked Condition 17: [Applicable][Not Applicable]
(xvi)	Further terms relating to settlement:	
(a)	Fallback Settlement Method:	[Cash Settlement/Physical Delivery/Not Applicable]
		<i>(N.B. This only applies where Auction Settlement is specified. Otherwise specify as "Not Applicable")</i>

- (b) Business Day Convention: [Following][Modified Following][Preceding]
- (c) Credit Event Redemption Amount: [[] per Calculation Amount][Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) applies][Not Applicable]
- (N.B. Specify as "Not Applicable" if the Settlement Method is specified to be Physical Delivery)*
- (d) Credit Event Redemption Date: [[] Business Days][Not Applicable]
- (N.B. Specify as "Not Applicable" if the Settlement Method is specified to be Physical Delivery)*
- (e) Valuation Date: [Applicable][Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) applies]
- [If "Applicable" and a Single Valuation Date applies, insert: Single Valuation Date:*
- [] Business Days]
- [If "Applicable" and Multiple Valuation Dates applies, insert: Multiple Valuation Dates:*
- [] Business Days and each [] Business Days thereafter
- Number of Valuation Dates: []]
- (N.B. If Cash Settlement is specified as the Settlement Method or the Fallback Settlement Method specify "Applicable". If Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method specify that Credit Linked Condition 12 applies)*
- (f) Valuation Time: [] [As per the definition in the Credit Linked Conditions]
- (g) Quotation Method: [Bid][Offer][Mid-market][See Credit Linked Condition 9]
- (N.B. If Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method specify "See Credit Linked Condition 9")*
- (h) Quotation Amount: [] [Representative Amount][See Credit Linked Condition 9]
- (N.B. If Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method specify "See Credit Linked Condition 9")*
- (i) Minimum Quotation Amount: [] [As per the definition in the Credit Linked Conditions][Not Applicable]
- (N.B. If Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method specify "Not Applicable")*

- (j) Quotation Dealers: [] [As selected by the Calculation Agent in accordance with the Credit Linked Conditions]
- (k) Accrued Interest: [Include Accrued Interest][Exclude Accrued Interest][See Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*)]
- (l) Valuation Method: [Market/Highest]
[Average Market/Highest/Average Highest]
[See Credit Linked Condition 9]

(N.B. If Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method specify "See Credit Linked Condition 9")
- (m) Deliverable Obligations: *(N.B. Specifications relating to Deliverable Obligations are required even if the Notes are not subject to Physical Delivery)*
- Deliverable Obligation Category: [Payment]

(select one only) [Borrowed Money]
[Reference Obligation only]
[Bond]
[Loan]
[Bond or Loan]
[Standard Terms]
- Deliverable Obligation Characteristics: [Not Subordinated]

(select all of which apply) [Credit Linked Specified Currency:

[specify currency][Standard Specified Currencies]]
[Not Sovereign Lender]
[Not Domestic Currency]

Domestic Currency means: [specify currency]]
[Not Domestic Law]
[Listed]
[Not Domestic Issuance]
[Assignable Loan]
[Consent Required Loan]
[Direct Loan Participation]

Qualifying Participation Seller: [insert details]]

		[Transferable]
		[Maximum Maturity: []]
		[Accelerated or Matured]
		[Not Bearer]
		[Not Applicable]
		[Standard Terms]
	Sovereign No Asset Package Delivery:	[Applicable/Not Applicable]
		[Standard Terms]
(n)	Excluded Deliverable Obligation[s]:	[] [Not Applicable]
(o)	Indicative Quotations:	[Applicable] [Not Applicable]
		<i>(N.B. This is only relevant to the partial cash settlement provisions for Notes for which Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method. For such Notes specify "Applicable" or "Not Applicable" (as required). For all other Notes specify "Not Applicable")</i>
(p)	Physical Settlement Period:	[[] Business Days] [Not Applicable]
		[Standard Terms]
		<i>(N.B. This will only apply to Notes for which Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method)</i>
(q)	Settlement Currency:	[] [Not Applicable]
(r)	Cut-Off Date:	[] [Not Applicable]
		<i>(N.B. This is a date by which Asset Transfer Notices are required for timely settlement and will only apply to Notes for which Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method)</i>
(xvii)	Other Terms:	
(a)	Subordinated European Insurance Terms:	[Applicable/Not Applicable]
		[Standard Terms]
(b)	Financial Reference Entity Terms:	[Applicable/Not Applicable]
		[Standard Terms]

- (c) Reference Obligation Only Termination Amount: [[]/Not Applicable]
- (N.B. To be specified for the purposes of Credit Linked Condition 19 for Reference Obligation Only Notes only)*
- (xviii) 2019 Narrowly Tailored Credit Event Provisions: Credit Linked Condition 23: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- [Fallback Discounting: [Applicable/Not Applicable]
Credit Deterioration Requirement: [Applicable/Not Applicable]]

PROVISIONS APPLICABLE TO FUND LINKED NOTES

45. Fund Linked Note Provisions: [Applicable][Not Applicable][for the purposes of determining the "Rate of Interest" specified in item 18(vi)] *(insert where "Rate of Interest (viii) – Range Accrual" applies under item 18(vi))*
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- The provisions of Annex 4 of the Terms and Conditions *(Additional Terms and Conditions for Fund Linked Notes)* shall apply
- (i) Fund/Fund Basket(s): [specify][Reference Item[s]][(k)]
- [The [specify] Fund is a Mutual Fund]
- [The [specify] Fund is a Hedge Fund]
- [The [specify] Fund is a Private Equity Fund]
- [The [specify] Fund is an Exchange Traded Fund]
- (ii) Listing of the Fund: []
- (iii) Authorisation of the Fund: []
- (iv) Fund Shares: [specify]
- [Weighting: [Not Applicable] [The weighting to be applied to each Fund Share comprising the Fund Basket is []]
- (v) Exchange: [specify][Not Applicable]
- (only applicable to ETFs)*
- (vi) Related Exchange: [specify][All Exchanges][Not Applicable]
- (only applicable to ETFs)*

- (vii) Exchange Business Day: [All Fund Share Basis][Per Fund Share Basis][Single Fund Share Basis][Not Applicable]
(only applicable to ETFs)
- (viii) Scheduled Trading Day: [All Fund Share Basis][Per Fund Share Basis][Single Fund Share Basis][Not Applicable]
(only applicable to ETFs)
- (ix) Strike Date: [specify][Not Applicable]
(only applicable to ETFs)
- (x) Strike Period [and Strike Days]: [specify strike period][Not Applicable][specify Strike Days in the period]
- (xi) Averaging: Averaging [applies][does not apply] to the Notes [The Averaging Dates are [specify]] [see paragraph [] above]

[In the event that an Averaging Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply]

[Specified Maximum Days of Disruption will be equal to: [specify][five]]

(If not Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)
- (xii) Observation Date: [specify][Not Applicable]

[In the event that an Observation Date is a Disrupted Date [Omission][Postponement][Modified Postponement] will apply]
- (xiii) Observation Period: [specify][Not Applicable]
- (xiv) Coupon Valuation Date(s): [specify][Not Applicable]
- (xv) Redemption Valuation Date: [specify][Not Applicable]
- (xvi) Valuation Time *(only applicable to ETFs)*: [Scheduled Closing Time][Any time [on the relevant [Coupon Valuation Date][Redemption Valuation Date]][during the Observation Period]] [[specify], being the time specified on the relevant [Coupon Valuation Date][Redemption Valuation Date] or an Averaging Date, as the case may be, for the calculation of the [Fund Linked Interest Amount][Redemption Amount][As per the Conditions]

(If no time is specified, the Valuation Time will be the close of trading on the Exchange)
- (xvii) Fund Service Provider: [specify][As set out in Fund Linked Conditions]
- (xviii) Trade Date: []
- (xix) Fund Documents: [specify][As per Fund Linked Conditions]

(xx)	Fund Business Day:	[(All Fund Share Basis)][(Per Fund Share Basis)][(Single Fund Share Basis)]
(xxi)	Initial Calculation Date:	[specify][As set out in Fund Linked Conditions][Not Applicable]
(xxii)	Final Calculation Date:	[specify][Not Applicable]
(xxiii)	Hedging Date:	[] [Not Applicable]
(xxiv)	Calculation Date(s):	[specify][As set out in per the Fund Linked Conditions][Not Applicable]
(xxv)	AUM Level:	[specify][Not Applicable]
(xxvi)	NAV Trigger Percentage:	[] % [As per Fund Linked Conditions][Not Applicable]
(xxvii)	NAV Trigger Period:	[specify][As per Fund Linked Conditions][Not Applicable]
(xxviii)	Number of NAV Publication Days:	[specify][As per Fund Linked Conditions][Not Applicable]
(xxix)	Basket Trigger Level:	[specify][As per Fund Linked Conditions][Not Applicable]
(xxx)	Termination Amount:	[Principal Protected Termination Amount][Non-Principal Protected Termination Amount][Not Applicable][specify]
(xxxi)	Termination Date:	[specify][Not Applicable]
(xxxii)	Fee:	[] [Not Applicable]
(xxxiii)	Protected Amount:	[specify][Not Applicable]
(xxxiv)	Simple Interest Spread:	[As per Fund Linked Conditions][specify]
(xxxv)	Specified Maximum Days of Disruption:	[specify][five] <i>(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five. Only applicable to ETFs)</i>
(xxxvi)	Extraordinary Fund Event (in the case of a Private Equity Fund only):	[]
(xxxvii)	Delayed Redemption on the Occurrence of an Extraordinary Fund Event:	[Applicable][Not Applicable]
(xxxviii)	Additional Extraordinary Fund Event:	[Not Applicable][]

PROVISIONS APPLICABLE TO FOREIGN EXCHANGE (FX) RATE LINKED NOTES

46. Foreign Exchange (FX) Rate Linked Note Provisions: [Applicable][Not Applicable][for the purposes of determining the "Rate of Interest" specified in item 18(vi)] *(insert where "Rate of Interest (viii) – Range Accrual" applies under item 18(vi)),*
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Base Currency: [specify][Not Applicable][For Reference Item[(k)]: [insert]]
 - (ii) Subject Currency/Currencies: [specify][Not Applicable][For Reference Item[(k)]: [insert]] [and EM Foreign Exchange Rate Provisions apply to such Subject Currency]
 - (iii) Additional Disruption Event: *(Specify each of the following which applies)* [Change in Law][Hedging Disruption][Increased Cost of Hedging]
[Trade Date means [specify]]
 - (iv) Averaging: Averaging [applies][does not apply] to the Notes. [The Averaging Dates are [specify]][see paragraph [] above]
 - (v) Observation Date(s): [specify][Not Applicable]
 - (vi) Observation Period: [specify][Not Applicable]
 - (vii) Strike Date: [specify][Not Applicable]
 - (viii) Strike Period [and Strike Days]: [Specify Strike Period][Not Applicable][Specify the applicable Strike Days in the Strike Period]
 - (ix) Coupon Valuation Date: [specify][Not Applicable]
 - (x) Redemption Valuation Date: [specify][Not Applicable]
 - (xi) Provisions applicable where EM Foreign Exchange (FX) Rate Provisions do not apply to a Settlement Currency: [Applicable [in respect of [specify Subject Currencies to which these provisions apply where there is a Basket]]][Not Applicable]

(Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency)
 - (a) Delayed Redemption on the Occurrence of a Disruption Event: [Applicable][Not Applicable]
 - (b) Relevant Screen Page: [specify][Not Applicable]
 - (c) Specified Maximum Days of Disruption: [Specified Maximum Days of Disruption will be equal to: [specify][five]][Not Applicable]

(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)
 - (d) Price Source: [specify]
 - (e) Valuation Time: [specify][As per Foreign Exchange (FX) Rate Linked Note Condition 6]

- (f) Number of [[Two]][specify]] [Business Days] [specify]
Postponement
Settlement Days:
- (xii) Provisions applicable where EM Foreign Exchange (FX) Rate Provisions apply: [Applicable [in respect of [specify Subject Currencies to which these provisions apply where there is a Basket]]][Not Applicable]
- (Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency)
- (a) Provisions applicable to determining the Settlement Price: For the purpose of the definition of Settlement Price in Foreign Exchange (FX) Rate Linked Note Condition 6 [and [specify the relevant Subject Currency where more than one Subject Currency]:
- EM FX Price Source: [specify]
- EM Valuation Time: [specify]
- EM Scheduled Trading Day Jurisdiction: [specify]
- [Relevant Screen Page:] [specify]
- (b) EM Disruption Events: [Price Source Disruption]
- [Illiquidity Disruption]
- [Dual Exchange Rate]
- [General Inconvertibility]
- [General Non-Transferability]
- [Material Change in Circumstance]
- [Nationalisation]
- [Price Materiality, where:
- EM Price Materiality Percentage: [specify][3]%
- EM Primary Rate: [specify][The rate determined as set out in the definition of Settlement Price]
- EM Secondary Rate: [specify][[EM First Fallback Reference Price [and]][EM Second Fallback Reference Price]]
- (Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Events (or components thereof) also apply thereto)
- (c) EM Disruption Fallbacks: [EM Calculation Agent Determination]
- [EM First Fallback Reference Price, where:
- First Fallback EM FX Price Source: [specify]

First Fallback EM Valuation Time: *[specify]*

First Fallback EM Number of Settlement Days:
[specify]

[EM Second Fallback Reference Price, where:

Second Fallback EM FX Price Source: *[specify]*

Second Fallback EM Valuation Time: *[specify]*

Second Fallback EM Number of Settlement
Days: *[specify]*

[EM Valuation Postponement]

(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)

(d) EM Maximum Days of Postponement: *[specify]*

(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)

(e) EM Cumulative Events: [Not Applicable][Applicable and EM Maximum Cumulative Days of Postponement means *[specify]*]

(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)

(f) EM Number of Settlement Days: [Two][Zero]*[specify other]* [where Settlement Day Centre(s) means *[specify]*]

(g) EM Number of Postponement Settlement Days: [[Two]*[specify]*] [Business Days][EM Settlement Days] *[specify]*

PROVISIONS APPLICABLE TO REFERENCE ITEM RATE LINKED NOTES

47. Reference Item Rate Linked Note Provisions: [Applicable][Not Applicable][for the purposes of [determining the "Rate of Interest" specified in item 18(vi)] *(insert where "Rate of Interest (viii) – Range Accrual" applies under item 18(vi))*], [and][the Automatic Early Redemption provisions]

[The [Floating][Fixed] Rate Note Provisions shall apply for the purposes of determining the Reference Item Rate on the basis of elections in this paragraph

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(If more than one Reference Item Rate is to be determined, include the following language: "Reference Item Rate [specify] is as follows:" and repeat items (i) to (vi) below for each such Reference Item Rate)

- (i) Screen Rate Determination: [Applicable][Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Reference Item Rate: [specify]
- (b) Interest Determination Date(s): [specify]
- (e.g: Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR. Where the Rate of Interest is being used other than for a Floating Rate Note, ensure that this is not specified in respect of an Interest Period and the relevant Range Accrual Day may be specified where relevant for Range Accrual Notes.)*
- (c) Relevant Time: [specify]
- (for example 11.00 a.m., London time/Brussels time)*
- (d) Relevant Screen Page: [specify]
- (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- (e) Relevant Financial Centre: [specify][For example, London/eurozone (where eurozone means the region comprised of the countries whose lawful currency is the euro)]
- (ii) ISDA Determination: [Applicable][Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Floating Rate Option: [specify]
- (b) Designated Maturity: [specify]
- (c) Reset Date: [specify]
- (iii) [Reference Spread: [Reference Item Rate [1][2] minus Reference Item Rate [1][2]][Not Applicable]
- [See paragraph [] [above][below]
- (If a Reference Spread applies for each Interest Period, the Reference Spread shall be specified separately for each Interest Period)]*

- (iv) Coupon Valuation Date(s): [specify][Not Applicable]
- (v) Rate Cut-Off Date: [specify][See paragraph [specify][above][below][Not Applicable]
- (vi) Business Day: As used in this item and for the purpose of determining the Reference Item Rate only, "**Business Day**" means [a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in [specify] [A Target2 Settlement Day][a "U.S. Government Securities Business Day", being any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities]
- [Not Applicable]

PROVISIONS APPLICABLE TO PHYSICAL DELIVERY

48. Provisions applicable to Physical Delivery: [Applicable][in accordance with Credit Linked Conditions and paragraph 43 above][Not Applicable]
- (If not applicable or the Notes are Credit Linked Notes, delete the remaining sub-paragraphs of this paragraph)*
- (i) Entitlement Amount: *(Insert formula, relevant value(s) and other related definitions from Payout Condition 4)*
- (ii) Relevant Asset(s): [specify]
- (iii) Cut-off Date: [specify][As specified in Condition 7]
- (iv) Settlement Business Day(s): [specify]
- (v) Delivery Agent: [specify] of [specify address]
- (vi) Assessed Value Payment Amount: [Applicable][Not Applicable]
- (vii) Failure to Deliver due to Illiquidity: [Applicable][Not Applicable]
49. Variation of Settlement: The Issuer [has][does not have] the option to vary settlement in respect of the Notes as set out in Condition 7(j)(ii)

PROVISIONS APPLICABLE TO PARTLY PAID NOTES

50. Partly Paid Notes: [Applicable][Not Applicable]
- (Partly Paid Notes must be Fixed Rate Notes or Floating Rate Notes which are which are not Reference Item Linked Notes)*
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- | | | | |
|-----|--|----------------------------|--------------------------|
| (i) | Part Payment Amounts and Part Payment Dates: | Part Payment Amount | Part Payment Date |
| | | [specify] | [Issue Date] |
| | | [specify] | [specify] |
| | | (Repeat as necessary) | |
- (ii) Notice period for notice to be given by the Issuer in respect of each Part Payment Date: [specify] [5] [Business Days]' notice
- (iii) Notice period for notice to be given by the Issuer in respect of any early redemption of the Notes following non-payment of any Part Payment Amount: [specify] [5] [Business Days]' notice
- (iv) Part Payment Early Redemption Date (if any): [specify] [5] [Business Days]' [following the relevant Part Payment Date]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

51. Form of Notes: [Book-Entry Notes: [Uncertificated, dematerialised book-entry form notes (*anotaciones en cuenta*) registered with Iberclear] [as managing entity of the Central Registry][*other registry*]][*other*]
- [Bearer Notes:
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for definitive Bearer Notes in the limited circumstances specified in the Permanent Global Note]
- [Temporary Global Note exchangeable for definitive Bearer Notes in the limited circumstances specified in the Temporary Global Note]
- [Permanent Global Note exchangeable for definitive Bearer Notes in the limited circumstances specified in the Permanent Global Note]]
- [Registered Notes: [Restricted [U.S.][International] Global Note Certificate registered in the name of a nominee for [DTC]][Unrestricted [U.S.][International] Global Note Certificate registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))]] [*Delete as applicable*]
52. Additional Business Centres: [Not Applicable][*Insert Additional Business Centre*]
53. Additional Financial Centre for Condition 7(i): [Not Applicable][*Insert Additional Financial Centre*]
(Note that this item relates to the date and place of payment, and not Business Days)

54. New Global Note Form: [Yes][No] (*Note that Book-Entry Notes and Partly Paid Notes may not be issued in New Global Note form*)
55. Talons for future Coupons or Receipts to be attached to definitive Bearer Notes (and dates on which such Talons mature): [Yes/No. *If yes, insert dates*][Not Applicable]
56. Details relating to Instalment Notes: amount of each instalment ("**Instalment Amount**"), date on which each payment is to be made ("**Instalment Date**"): [Not Applicable] ["**Instalment Amount**" means [*insert amount*] per Calculation Amount and "**Instalment Date(s)**" means [each of] [*specify*]. [For the avoidance of doubt, if any Instalment Date falls on or about the due date for the redemption of the Notes in full, the Instalment Amount will remain payable on the relevant Instalment Date.]]
57. Consolidation provisions: [Not Applicable/The provisions [in Condition 13 (*Further Issues*)] apply]
58. Calculation Agent: [*specify*] [Banco Santander, S.A.]

[PURPOSE OF FINAL TERMS]

These Final Terms comprise the final terms required for issue and admission to trading on [specify relevant market] of the Notes described herein pursuant to the EUR 10,000,000,000 Euro Medium Term Note Programme of Santander International Products plc.]

RESPONSIBILITY

The Issuer and the Guarantor accept responsibility for the information contained in these Final Terms. [(*Relevant third party information*) has been extracted from (*specify source*). Each of the Issuer and the Guarantor confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

Signed on behalf of the Guarantor:

By: _____

By: _____

Duly authorised

Duly authorised

By: _____

Duly authorised

PART B – OTHER INFORMATION

1. LISTING

(i) Listing [The Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") [The Spanish fixed income securities market, AIAF Mercado de Renta Fija ("**AIAF**") operated by Bolsas y Mercados Españoles Renta Fija, S.A.U.] [Not Applicable]

(ii) Admission to trading [Application has been made by the Issuer (or on its behalf) [to Euronext Dublin] for the Notes to be admitted to [the Official List and] trading on [its regulated market] /[] with effect from []]

[Application is expected to be made by the Issuer (or on its behalf) [to Euronext Dublin] for the Notes to be admitted to [the Official List and] trading on [its regulated market] /[] with effect from []]

[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on AIAF with effect from []]

[Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on AIAF with effect from []]

[Not Applicable]

*[N.B.: To be inserted if Notes are listed on the Taipei Exchange: Application has [also] been made by the Issuer (or on its behalf) for the Notes to be admitted to listing and trading on the Taipei Exchange in the Republic of China ("**TPEX**"). TPEX is not responsible for the content of these Final Terms, the Base Prospectus [and the amendment[s] and/or supplement[s] thereto] and no representation is made by TPEX to the accuracy or completeness of these Final Terms [and], the Base Prospectus [and the amendment[s] and/or supplement[s] thereto]. TPEX expressly disclaims any and all liability for any losses arising from, or as a result of the reliance on, all or part of the contents of these Final Terms [and] the Base Prospectus [and the amendment[s] and/or supplement[s] thereto]. Admission to listing and trading of the Notes on TPEX shall not be taken as an indication of the merits of the Issuer, the Guarantor or the Notes. No assurance can be given as to whether the Notes will be, or will remain, listed on TPEX. If the Notes fail to or cease to be listed on TPEX, certain investors may not invest in, or continue to hold or invest in, the Notes]*

(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)

(iii) [Estimate of total expenses related []]
to admission to trading

2. RATINGS

Ratings:

The Notes to be issued have [not] been rated[:

[]

[]

[]

[Insert full name of legal entity that has given the rating] is established in the [European Union/United Kingdom] and has applied for registration under Regulation (EC) No 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]

[Insert full name of legal entity that has given the rating] is established in the [European Union/United Kingdom] and registered under Regulation (EC) No 1060/2009 (as amended).]

[Insert full name of legal entity that has given the rating] is a third country rating agency that is endorsed by an [EU registered] [European Union/United Kingdom] registered] agency and [has/has not] applied for registration under Regulation (EC) No 1060/2009 (as amended) but is certified in accordance with such regulation.]

[Insert full name of legal entity that has given the rating] is not established in the [European Union/United Kingdom] and has not applied for registration under Regulation (EC) No 1060/2009 (as amended).]

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union/or in the United Kingdom and registered under the Regulation (EC) No 1060/2009 (as amended) ("**CRA Regulation**") unless the rating is provided by a credit rating agency operating in the European Union or in the United Kingdom before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused.

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

A rating is not a recommendation by any rating organisation to buy, sell or hold Notes and may be

subject to revision or withdrawal at any time by the assigning rating organisation.]

3. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER**

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

"Save as discussed in ["Plan of Distribution"] [and] "General Information", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]

4. **REASONS FOR THE OFFER[,] [AND] ESTIMATED NET PROCEEDS [AND ESTIMATED TOTAL EXPENSES]**

(i) Reasons for the offer: [See "Use of Proceeds" in the Base Prospectus]

[The Notes are [Green Bonds] [Social Bonds] [Sustainable Bonds] and the net proceeds from the issuance of the Notes will be [used as described in "Use of Proceeds" in the Base Prospectus][specify any updated disclosure in relation to Green Bonds, Social Bonds or Sustainable Bonds, as applicable, if use of proceeds is different from "Use of Proceeds" in the Base Prospectus]]

[●] *(Specify if reasons for offer is different from what is disclosed in the Base Prospectus)*

(ii) Estimated net proceeds: []

(If the Notes are retail non-equity securities to which Annex 14 of Commission Delegated Regulation (EU) No 2019/980 applies and the proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding)

(iii) [Estimated total expenses:] [] [NB: Delete unless the Notes are retail non-equity securities to which Annex 14 of Commission Delegated Regulation (EU) No 2019/980 applies]

5. **[Fixed Rate Notes only – YIELD**

Indication of yield: []

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield]

6. **[Floating Rate Notes Only – PERFORMANCE OF RATES**

Details of performance of [LIBOR/EURIBOR] rates can be obtained, [but not] free of charge, from [Reuters/Bloomberg/other electronic means of obtaining the details of performance].]

7. **[CMS Linked Notes Only – PERFORMANCE OF RATES]**

Details of performance of swap rates can be obtained from [Reuters/other electronic means of obtaining the details of performance].]

8. **[Inflation Linked Notes, Equity Linked Notes, ETF Linked Notes, Credit Linked Notes, Fund Linked Notes or Foreign Exchange (FX) Rate Linked Notes – PERFORMANCE OF INDEX/FORMULA/ETF/FUND/CURRENCY/REFERENCE ENTITY, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND OTHER INFORMATION CONCERNING THE REFERENCE ITEM]**

[Disclosure here must comply with Commission Delegated Regulation (EU) 2019/980, Annex 17, item 2.2.2 and provide an indication of where information on past and future performance and volatility of the equity/index/formula/ETF/fund/reference entity/other variable can be obtained by electronic means and whether or not it can be obtained free of charge. [Where the underlying is an Inflation Index, Share Index or other index, need to include the name of the index and insert a link or give other indication as to where further information about the Inflation Index, Share Index or other index can be found and note additional requirements and related regulatory position if the index is not provided by an EU Benchmarks Regulation approved administrator.] [Where the Reference Item is a Share or other security, include name of issuer of such Share/Security and ISIN or other relevant identification number and insert link or give other indication of where further information of Share/Security can be found.](N.B. in the case of physically settled Equity Linked Notes, the Share that may be delivered is required to be listed on an EEA regulated market). [In respect of Credit Linked Securities insert:

Certain information in relation to the Reference Entity and [[Non-]Standard Reference Obligation] (if any) as at the Issue Date is set out below.

Name: ☐

Address: ☐

Country of incorporation: ☐

Industry or industries of operation: ☐ (For example financials, energy, insurance, manufacturing, construction, transport, media determined on the basis of available information on the Reference Entity)

Market[(s)] on which securities are admitted to trading: ☐

[[Non-]Standard Reference Obligation] Securities Code: ☐[Not Applicable]

(The information above should be completed so far as the Issuer is aware and/or able to ascertain from information published by the relevant Reference Entity. Country of incorporation, industry and address will be "Not Applicable" for a Sovereign Reference entity and Securities Code (eg. ISIN/CUSIP) will be "Not Applicable" if there is no Reference Obligation or it has no securities code. Note permissible markets for a Reference Entity's securities to be admitted to trading on are regulated markets, equivalent third country markets and SME Growth Markets, each as described in Regulation EU No 2019/980, Annex 17, item 2.2.2 (a)(ii). Where such requirement cannot be satisfied, a supplement or drawdown prospectus must be prepared that includes the required information to be addressed under Annex 17, item 2.2.2 (a)(i).)

As at the Issue Date information in relation to the past and future performance of [the Reference Entity] [[insert Reference Entity name]] is available, [but not] free of charge from [insert electronically displayed sources such as Bloomberg].]

[An example of how the value of the investment is affected by value of the underlying may be included.]

[(When completing this paragraph, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

[Insert any required index disclaimers]

9. **[Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT]**

[Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained by electronic means and whether or not it can be obtained free of charge and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

[(When completing this paragraph, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]]

10. **OPERATIONAL INFORMATION**

ISIN: []

Common Code: []

CUSIP Code: []

CFI: [[See/[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (Anna) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

FISN: [[See/[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (Anna) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

Any clearing system(s) other than DTC, Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

Delivery: Delivery [against/free of] payment

Names and addresses of initial Paying Agent(s) (if any): []

Names and addresses of additional Paying Agent(s) (if any): []

Intended to be held in a manner which would allow Eurosystem eligibility: [Not Applicable]

[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,] [*include this text for registered notes held under the NSS*]] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility

criteria have been met.] *[include this text if "yes" selected in which case the bearer Global Notes must be issued in NGN form/the registered Global Note Certificates must be held under the NSS]*

[No. While the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,)]*[include this text for registered notes]*. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

11. DISTRIBUTION

- | | | |
|--------|--|--|
| (i) | Method of distribution | [Syndicated/Non-syndicated] |
| (ii) | If syndicated, names [and addresses] of Managers and underwriting commitments/quotas (material features): | [Not Applicable/ <i>give names, addresses and underwriting commitments</i>]

<i>(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)</i> |
| (iii) | [Date of [Subscription Agreement]]: | [] |
| (iv) | Stabilisation Manager(s) (if any): | [Not Applicable][<i>give names</i>] |
| (v) | If non-syndicated, name and address of relevant Dealer: | [] |
| (vi) | Total commission and concession: | [[]% of the Aggregate Principal Amount][●][Not Applicable] |
| (vii) | U.S. Selling Restrictions ² : | [Reg. S Compliance Category [1/2/3]; [Rule 144A]; [TEFRA C/TEFRA D/TEFRA not applicable]] |
| (viii) | Non-exempt Offer where there is no exemption from the obligation under the Prospectus Regulation to publish a prospectus | [Applicable] [Not Applicable](<i>if not applicable, delete the remaining placeholders of this paragraph (viii) and also paragraph 13 below</i>) |
| | Non-exempt Offer Jurisdictions: | <i>[Specify relevant state(s) where the issuer intends to make Public/Non-exempt Offers (where the Base Prospectus lists the Public/Non-exempt Offer</i> |

² Book-Entry Notes shall not be offered or sold in the United States.

Jurisdictions, select from that list), which must therefore be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)]

Offer Period: [Specify date] until [specify date or a formula such as "the Issue Date" or "the date which falls [●] Business Days thereafter"]

Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the Conditions in it: [Insert names and addresses of financial intermediaries receiving consent (specific consent)]

General Consent: [Not Applicable][Applicable]

Other Authorised Offeror Terms : [Not Applicable][Add here any other Authorised Offeror Terms]

(Authorised Offeror Terms should only be included here where General Consent is applicable)

(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a [Public/Non-exempt] offer [where there is no exemption from the obligation under the Prospectus Regulation to publish a prospectus] in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. [Public/Non-exempt] offers may only be made into jurisdictions in which the base prospectus (and any supplement) has been notified/passported.)

(ix) Prohibition of Sales to EEA and UK Retail Investors: [Not Applicable/Applicable[, other than with respect to offers or sales of the Notes, or the Notes otherwise being made available, in [specify jurisdiction(s) for which a PRIIPs KID is being prepared] [during the period[s] []- [] [repeat periods as necessary]]/Not Applicable]

(If the Securities clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Securities may constitute "packaged" products and no key information document will be prepared other than in the relevant specified jurisdiction(s) for the relevant specified period(s). "Applicable" should be specified and details provided accordingly.)

12. U.S. TAX CONSIDERATIONS

[The Notes are [not] Specified Notes for purposes of Section 871(m).][Based on market conditions on the date of these Final Terms, the Issuer has made a preliminary determination that the Notes are [not] Specified Notes for purposes of Section 871(m). This is a preliminary determination only that is subject to change based on market conditions on the Issue Date. If the Issuer's final determination is different then it will give notice of such determination.] [Please contact [give name(s) and address(es) of Issuer

contact] for further information regarding the application of Section 871(m) to the Notes.] *(The Notes will not be Specified Securities if they (i) are issued prior to January 1, 2023 and are not "delta-one" for U.S. tax purposes or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Notes reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities and (i) are issued prior to January 1, 2023 and provide a return that does not differ significantly from the return on an investment in the underlying, or (ii) are issued on or after January 1, 2023, further analysis would be required.)*

13. TERMS AND CONDITIONS OF THE OFFER

(Delete whole section if sub-paragraph 11(viii) above is specified to be Not Applicable because there is no [Public/Non-exempt] Offer)

Offer Price: [Issue Price/Not Applicable/specify]

Conditions to which the offer is subject: [Not Applicable/give details]

Description of the application process: [Not Applicable/give details]

Details of the minimum and/or maximum amount of the application: [Not Applicable/give details]

Description of possibility to reduce subscriptions and manner for refunding amounts paid in excess by applicants: [Not Applicable/give details]

Details of the method and time limits for paying up and delivering the Notes: [Not Applicable/give details]

Manner in and date on which results of the offer are to be made public: [Not Applicable/give details]

Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not Applicable/give details]

Whether tranche(s) have been reserved for certain countries: [Not Applicable/give details]

Process for notifying applicants of the amount allotted and an indication whether dealing may begin before notification is made: [Not Applicable/give details]

Amount of any expenses and taxes charged to the subscriber or purchaser: [Not Applicable/give details]

(If the Issuer is subject to MiFID II and/or PRIIPs such that it is required to disclose information relating to costs and charges, also include that information)

Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place

[The Authorised Offerors identified in paragraph [11] above and identifiable from the Base Prospectus/None/*give details*]

[Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment:]

[None/*give details*]

14. **EU BENCHMARKS REGULATION**

EU Benchmarks Regulation: Article 29(2) statement on benchmarks:

[Not Applicable]

[Applicable: Amounts payable under the Notes are calculated by reference to *[insert name(s) of benchmark(s)]*, which [is/are] provided by *[insert name(s) of the administrator(s) – if more than one, specify in relation to each relevant benchmark]*.

[As at the date of these Final Terms, *[insert name(s) of the administrator(s)]* [is/are] [not] included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to article 36 of Regulation (EU) 2016/1011.] *[repeat as necessary]*]

15. **[ROC TAXATION]**

[N.B.: To be inserted if Notes are listed on the Taipei Exchange: The following is a general description of the principal of the Republic of China ("**ROC**") tax consequences for investors receiving interest in respect of, or disposing of, the Notes and is of a general nature based on the Issuer's understanding of current law and practice. It does not purport to be comprehensive and does not constitute legal or tax advice.

This general description is based upon the law as in effect on the date hereof and that the Notes will be issued, offered, sold and re-sold, directly or indirectly, to professional institutional investors as defined under Paragraph 2, Article 4 of the Financial Consumer Protection Act of the ROC only. This description is subject to change potentially with retroactive effect. Investors should appreciate that, as a result of changing law or practice, the tax consequences may be otherwise than as stated below. Investors should consult their professional advisers on the possible tax consequences of subscribing for, purchasing, holding or selling the Notes.]

Interest on the Notes

As the Issuer is not an ROC statutory tax withholder, there is no ROC withholding tax on the interest [or deemed interest] to be paid on the Notes.

ROC corporate holders must include the interest [or deemed interest]³ receivable under the Notes as part of their taxable income and pay income tax at a flat rate of 20 per cent (unless the total taxable income for a fiscal year is under NT\$120,000), as they are subject to income tax on their worldwide income on an accrual basis. The alternative minimum tax ("AMT") is not applicable.

Sale of the Notes

In general, the sale of corporate bonds or financial bonds is subject to a 0.1 per cent. securities transaction tax ("STT") on the transaction price. However, Article 2-1 of the Securities Transaction Tax Act prescribes that STT will cease to be levied on the sale of corporate bonds and financial bonds from 1 January 2010 to 31 December 2026. Therefore, the sale of the Notes will be exempt from STT if the sale is conducted on or before 31 December 2026. Starting from 1 January 2027, any sale of the Notes will be subject to STT at 0.1 per cent. of the transaction price, unless otherwise provided by the tax laws that may be in force at that time.

Capital gains generated from the sale of bonds are exempt from income tax. Accordingly, ROC corporate holders are not subject to income tax on any capital gains generated from the sale of the Notes. However, ROC corporate holders should include the capital gains in calculating their basic income for the purpose of calculating their AMT. If the amount of the AMT exceeds the ordinary income tax calculated pursuant to the Income Basic Tax Act of the ROC (also known as the AMT Act), the excess becomes the ROC corporate holders' AMT payable. Capital losses, if any, incurred by such holders may be carried over 5 years to offset against capital gains of the same category of income for the purposes of calculating their AMT.

[Specify]

16. [ROC SETTLEMENT AND TRADING]

[N.B.: To be inserted if Notes are listed on the Taipei Exchange: An investor with a securities book-entry account with a ROC securities broker and a foreign currency deposit account with a ROC bank may request the approval of the Taiwan Depository & Clearing Corporation ("TDCC") to the settlement of the Notes through the account of TDCC with Euroclear or Clearstream, Luxembourg and if such approval is granted by the TDCC, the Notes may be so cleared and settled. In such circumstances, TDCC will allocate the respective Notes position to the securities book-entry account designated by such investor in the ROC. The Notes will be traded and settled pursuant to

³ Applicable for Zero Coupon Notes only.

the applicable rules and operating procedures of TDCC and the TPEx as domestic bonds.

In addition, an investor may apply to TDCC (by filing in a prescribed form) to transfer the Notes in its own account with Euroclear or Clearstream, Luxembourg to the TDCC account with Euroclear or Clearstream, Luxembourg for trading in the domestic market or vice versa for trading in overseas markets.

For such investors who hold their interests in the Notes through an account opened and held by TDCC with Euroclear or Clearstream, Luxembourg, distributions of principal and/or interest for the Notes to such holders may be made by payment services banks whose systems are connected to TDCC to the foreign currency deposit accounts of the holders. Such payment is expected to be made on the second ROC business day following TDCC's receipt of such payment (due to time difference, the payment is expected to be received by TDCC one ROC business day after the distribution date). However, when the holders will actually receive such distributions may vary depending upon the daily operations of the ROC banks with which the holder has the foreign currency deposit account.]

17. **SPECIFIC BASIS BUY-BACK** [Applicable] [Not Applicable]
PROVISIONS

(If not applicable, delete the remaining subparagraph of this paragraph 17)

(The Specific Basis Buy-Back Provisions may only apply where Banco Santander, S.A. acts as the sole Dealer and the Calculation Agent and where the Specified Denomination in respect of each Note is equal to at least Euro 100,000 (or its equivalent amount in the Specified Currency))

[The value of the Notes prior to the Maturity Date shall reflect and shall be calculated on the basis of but will not necessarily be the same as the Market Value of the Underlying Transactions if any at the relevant time.

In the event that the Issuer accepts a request to buy-back the Notes, the price at which the Issuer will buy-back the Notes (the "**Buy-Back Price**") will be determined taking into consideration but will not necessarily be the same as the Market Value of the Underlying Transactions.]

(a) Notice period: [Not less than] [[5/[●]] Business Days]

- Underlying Transactions: Information relating to:
 - (i) the calculation of the interest basis in respect of the Notes (unbundling), in particular, information relating to the Extra-Yield (being the additional remuneration paid in respect of the Notes

compared to other debt instruments with equivalent payments but to which the Specific Basis Buy-Back Provisions do not apply); and

(ii) the Underlying Transactions, if any, and any changes thereto,

shall be published on [[●]] [the website of Euronext Dublin (www.ise.ie)] [*specify alternative method of publication*].

- Issuer contact details for notices: Santander International Products Public Limited Company
[specify address]
[specify e-mail]

ANNEX

SUMMARY OF THE NOTES

[Issue specific summary to be inserted in the case of the Notes issued with minimum denomination of less than EUR 100,000 (or its equivalent in another currency)]

PRO FORMA PRICING SUPPLEMENT

The Pricing Supplement in respect of each Tranche of Notes will be completed to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Pricing Supplement but denotes directions for completing the Pricing Supplement.

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 FOR THE ISSUE OF NOTES DESCRIBED BELOW.

[PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS] – [Other than with respect to offers or sales of the Notes, or the Notes otherwise being made available, in *[specify jurisdiction(s) for which a PRIIPs KID is being prepared]* [during the period[s] [] - [] *[repeat periods as necessary]*,] [T]/[t]he Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or 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 (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). Consequently[, save as provided above,] no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.]

[MIFID II product governance / target market] – *[appropriate target market legend to be included]*

Pricing Supplement dated []

Santander International Products plc

Legal entity identifier (LEI): 549300EBI9IZCEJIF589

Issue of *[Aggregate Principal Amount of Tranche]* *[Title of Notes]*

Guaranteed by

BANCO SANTANDER, S.A.

under the

EUR 10,000,000,000 Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or to supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer.

[N.B.: To be inserted if Notes are admitted to listing on the Taipei Exchange.] [The Notes have not been and shall not be, offered or sold or re-sold, directly or indirectly to investors other than professional institutional investors ("**Professional Institutional Investors**") as defined under Paragraph 2, Article 4 of the Financial Consumer Protection Act of the Republic of China ("**ROC**"). Purchasers of the Notes are not permitted to sell or otherwise dispose of the notes except by transfer to a Professional Institutional Investor.]

[N.B.: To be inserted if Notes are admitted to listing on the Taipei Exchange.] [Application has [also] been made by the Issuer (or on its behalf) for the Notes to be admitted to listing and trading on the Taipei Exchange in the Republic of China ("**TPEX**"). TPEX is not responsible for the content of the Base Prospectus, this Pricing Supplement [and the amendment[s] and/or supplement[s] thereto] and no representation is made by TPEX to the accuracy or completeness of these the Base Prospectus, this Pricing Supplement [and the amendment[s] and/or supplement[s] thereto]. TPEX expressly disclaims any and all liability for any losses arising from, or as a result of the reliance on, all or part of the contents of the Base Prospectus, this Pricing Supplement [and the amendment[s]

and/or supplement[s] thereto. Admission to listing and trading of the Notes on TPEx shall not be taken as an indication of the merits of the Issuer, the Guarantor or the Notes.]

This document constitutes the Pricing Supplement of the Notes described herein. This Pricing Supplement must be read in conjunction with the Base Prospectus dated 28 July 2020 [as supplemented by the supplement[s] dated [date[s]]] (the "**Base Prospectus**"). **Prospective investors should note that investing in the Notes entails certain risks including (without limitation) the risk that the Issue Price may be greater than the market value of the Notes [and the risk that the Calculation Agent may exercise its discretion in such a way as to affect amounts due and payable under the Notes and/or their Maturity Date]. For a more detailed description of certain of the risks involved, see "Risk Factors" on pages 13 to 53 of the Base Prospectus (as supplemented).**

Full information on the Issuer, the Guarantor and the offer of the Notes described herein is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. The Base Prospectus is available for viewing at [website] [and] during normal business hours at [address] [and copies may be obtained from [address]].

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus [dated [original date] [and the supplement dated [date]]] which are incorporated by reference in the Base Prospectus].¹

[The following language applies if the Notes are intended to be "qualifying debt securities" (as defined in the Income Tax Act, Chapter 134 of Singapore):

Without prejudice to any other Singapore tax exemption which may be applicable to payments made by licensed banks in Singapore, where Notes are "qualifying debt securities" for the purposes of the Income Tax Act, Chapter 134 of Singapore (the "**ITA**"):

Where interest, discount income, prepayment fee, redemption premium or break cost is derived from any Notes by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions) under the ITA shall not apply if such person acquires such Notes using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the ITA.]

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Pricing Supplement]

[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination [must/may need to] be €100,000 or its equivalent in any other currency.]

- | | | | |
|----|-------|--|---|
| 1. | (i) | Issuer: | Santander International Products plc |
| | (ii) | Guarantor: | Banco Santander, S.A. |
| 2. | (i) | Series Number: | [] |
| | (ii) | Tranche Number: | [] |
| | (iii) | Date on which the Notes will be consolidated and form a single Series: | [The Notes will be consolidated and form a single Series with [identify earlier Tranches] on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to |

¹ Only include this language where it is a fungible issue and the original Tranche was issued under a Base Prospectus with a different date.

- in paragraph 51 below, which is expected to occur on or about *[date]*][Not Applicable]
- (iv) Applicable Annex(es): [Not Applicable]
- [Annex 1: Equity Linked Conditions]
- [Annex 2: Inflation Linked Conditions]
- [Annex 3: ETF Linked Conditions]
- [Annex 4: Fund Linked Conditions]
- [Annex 5: Credit Linked Conditions]
- [Annex 6: Foreign Exchange (FX) Rate Linked Conditions]
- [Annex 7: Payout Conditions [for the purposes of Payout Condition 6 only]]
3. Specified Currency or Currencies: []*[[Specify if Settlement Exchange Rate and Settlement Payment both apply: (the "SER Subject Currency") for the purpose of the Specified Denomination and calculations and [] (the "Settlement Currency") for the purpose of payments]*
- [UVR Inflation-Adjusted Notes: Applicable]
- Initial UVR Index: *[specify]*
4. Aggregate Principal Amount of Notes:
- (i) Series: []
- (ii) Tranche: []
5. Issue Price: []% of the Aggregate Principal Amount [plus accrued interest from *[insert date]* (*in the case of fungible issues only, if applicable*)]*[[converted into the Settlement Currency at the Initial Settlement Exchange Rate, being [specify amount] in respect of the Aggregate Principal Amount and "Initial SER" means [specify]]*
- [The Notes are Partly Paid Notes – see item 52 below]
6. (i) Specified Denominations: []

- (ii) Calculation Amount (in relation to calculation of interest in global form see Conditions): *[the Specified Denomination][Insert in the case of Instalment Notes: (the "**Original Calculation Amount**") minus, for the purposes of any calculation by reference to the Calculation Amount on any day, the sum of the Instalment Amounts paid prior to the relevant day [save for the purposes of calculation of any [Interest Amount][Final Redemption Amount][Early Redemption Amount][Automatic Early Redemption Amount][Optional Redemption Amount][Entitlement Amount] [[payable][deliverable] on [specify]] for which purposes the Original Calculation Amount will continue to apply]].*
- If there are several Specified Denominations, insert the highest common factor of those Specified Denominations. (Note: there must be a common factor of two or more Specified Denominations)*
7. (i) Issue Date: []
- (ii) Interest Commencement Date: *[Specify] Issue Date [Not Applicable]*
- [An Interest Commencement Date will not be relevant for certain Notes, for example, Zero Coupon Notes]*
8. Maturity Date: *[Specify date (including any relevant Business Day Convention) or (for Floating Rate Notes, CMS-Linked Notes, Inflation Linked Notes, Equity Linked Notes, ETF Linked Notes, Fund Linked Notes, Foreign Exchange (FX) Rate Linked Notes or Other Reference Item Linked Notes) Interest Payment Date falling in or nearest to the relevant month and year][or such later date for redemption determined as provided in the [[Fund Linked Conditions][Credit Linked Conditions][Foreign Exchange (FX) Rate Linked Conditions][or, in all circumstances if applicable, such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Payout Condition [6]]*
- [For Credit Linked Notes, if applicable insert: [] (the "**Scheduled Maturity Date**"), subject to the provisions of the Credit Linked Conditions and this Pricing Supplement]*
- [If the Maturity Date is less than one year from the Issue Date and either (a) the issue proceeds are received by the Issuer in the United Kingdom, or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, (i) the Notes must have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be sold only to "professional investors" or (ii) another applicable exemption from section 19 of the FSMA must be available]*
- [If the Maturity Date is less than one year from the Issue Date the Notes must comply with the Central Bank's notice by the Central Bank of Ireland of*

exemptions granted under section 8(2) of the Central Bank Act, 1971 as amended (BSD C01/02) and, inter alia, have a minimum Specified Denomination of Euro 125,000. In addition such Notes must bear the following legend:

"An investment in the Notes does not have the status of a bank deposit and does not have the protection of the deposit protection scheme operated by the Central Bank of Ireland. The Issuer is not regulated by the Central Bank of Ireland by virtue of the issue of the Notes."

9. Interest Basis:

[[]% Fixed Rate]

[[specify reference rate]+/- []% Floating Rate]

[Index/Fund Linked Interest]

[CMS-Linked: [specify reference rate] +/- []%]

[Other (Specify)]

[Equity Linked: please see the section headed *Provisions Applicable to Equity Linked Notes* below for more details]

[Inflation Linked: please see *Provisions Applicable to Inflation Linked Notes* below for more details]

[ETF Linked: please see *Provisions Applicable to ETF Linked Notes* below for more details]

[Reference Item Rate Linked: please see *Provisions Applicable to Reference Item Rate Linked Notes* below for more details]

[Fund Linked: please see *Provisions Applicable to Fund Linked Notes* below for more details]

[Credit Linked: please see *Provisions Relating to Credit Linked Notes* below for more details]

[Foreign Exchange (FX) Rate Linked: please see *Provisions Applicable to Foreign Exchange (FX) Rate Linked Notes* below for more details]

[Other Reference Item Linked Interest Amount: please see *Other Reference Item Linked Interest Note Provisions* below for more details]]

[and converted into the Settlement Currency by reference to the applicable Settlement Exchange Rate]

[Zero Coupon]

[and each Interest Amount will be multiplied by the FX Factor as provided below]

[The Notes do not bear or pay any interest]

- (further particulars specified in items 18 and [19/20/21/22/23/24/25/26/27/28/29] below)
10. Redemption/Payment basis:
- [Redemption at par]
- [See item 32 below]
- [Dual Currency]
- [Partly Paid]
- [Instalment]
- [Other (*specify*)]
- [Index/Fund Linked Redemption]
- [Equity Linked: please see the section headed *Provisions Applicable to Equity Linked Notes* below for more details]
- [ETF Linked: please see *Provisions Applicable to ETF Linked Notes* below for more details]
- [Fund Linked: please see *Provisions Applicable to Fund Linked Notes* below for more details]
- [Inflation Linked: please see paragraph *Provisions Applicable to Inflation Linked Notes* below for more details]
- [Reference Item Rate Linked: please see *Provisions Applicable to Reference Item Rate Linked Notes* below for more details]
- [Credit Linked: please see paragraph *Provisions Relating to Credit Linked Notes* at item 46 below and the Credit Linked Conditions for more details]
- [Foreign Exchange (FX) Rate Linked: please see *Provisions Applicable to Foreign Exchange (FX) Rate Linked Notes* below for more details]
- [and converted into the Settlement Currency by reference to the applicable Settlement Exchange Rate]
- [provided that each redemption amount will be multiplied by the relevant FX Factor as provided below]
- [Other Reference Item Linked: please see details set out at *Final Redemption Amount of each Note* below for more details.]
11. Reference Item(s):
- [The following Reference Item(s)[(k)] [(from [k] = 1 to [[k]][specify])] will apply [for [Interest]][and] [Automatic Early Redemption]][and][Redemption] determination purposes:][Not Applicable]
- [For [k] = 1][specify][insert description][(see paragraph [specify])]

(Repeat if necessary)

[and]

[The following Reference Item(s)[(k)] [(from [k] = [specify] to [k] = [specify])] will apply [for [Redemption] determination purposes]:

[For [k] = [specify]][specify][insert description][(see paragraph [specify])]

(Repeat if necessary)

12. Change of Interest or Redemption/Payment Basis: [Applicable/Not Applicable] *[Specify the date when any change to the Interest Basis or Redemption/Payment Basis occurs with reference to paragraphs 19 and 20 below]*
13. Put/Call Options: [Investor Put]
- [(further particulars specified in item 30 below)]
- [Issuer Call]
- [(further particulars specified in item 29 below)]
- [Not Applicable]
14. Settlement Exchange Rate Provisions: [Not Applicable][Applicable [and Settlement Currency Payment [applies/does not apply]]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Settlement Exchange Rate: [Specify rate] [As per Payout Condition [6]]
- (if a rate is specified then delete the remaining sub-paragraphs of this paragraph)*
- (ii) SER Valuation Date(s): [specify] [or, if applicable,] [[specify] SER Scheduled Trading Days prior to the [relevant Optional Redemption Date (Call)] [scheduled] [specify each payment date]]
- (where different SER Valuation Dates apply to different payment dates, specify in respect of each applicable payment date)*
- (iii) Provisions applicable to determining the Settlement Exchange Rate: For the purpose of the definition of Settlement Exchange Rate in Payout Condition [6]:
- [SER Base Currency: [specify]]
- SER Price Source: [specify]
- Relevant Screen Page: [specify]
- SER Valuation Time: [specify]
- SER Scheduled Trading Day Jurisdiction: [specify]
- (iv) SER Disruption Events: [Price Source Disruption]

[Illiquidity Disruption]

[Dual Exchange Rate]

[General Inconvertibility]

[General Non-Transferability]

[Material Change in Circumstance]

[Nationalisation]

[Price Materiality, where:

SER Price Materiality Percentage:
[specify][3]%

SER Primary Rate: [specify][The rate
determined as set out in the definition of
Settlement Exchange Rate]

SER Secondary Rate: [specify][SER First
Fallback Reference Price [and]][SER
Second Fallback Reference Price]]

- (v) SER Disruption Fallbacks (for Price Source Disruption and Price Materiality only): [Calculation Agent Determination]

[First Fallback Reference Price, where:

SER First Fallback Price Source: [specify]

SER First Fallback Valuation Time:
[specify]

SER First Fallback Number of Settlement
Days: [specify]]

[Second Fallback Reference Price, where:

SER Second Fallback Price Source:
[specify]

SER Second Fallback Valuation Time:
[specify]

SER Second Fallback Number of
Settlement Days: [specify]]

[Valuation Postponement]

SER Number of Postponement Settlement
Days: [[Two][specify]] [Business
Days][SER Settlement Days] [specify]

SER Maximum Days of Postponement:
[specify]

(specify fallbacks required and arrange order in
which to be applied)

- (vi) SER Cumulative Events: [Not Applicable][Applicable and SER Maximum Cumulative Days of Postponement means *[specify]*]
- (vii) SER Number of Settlement Days: [Two][Zero][*specify other*] [where SER Settlement Day Centre(s) means *[specify]*]
- (viii) SER Additional Disruption Event: (*Specify each of the following which applies*)
[Change in Law][Hedging Disruption][Increased Cost of Hedging]
[Trade Date means *[specify]*]
15. (i) Status of the Notes: Senior
- (ii) Status of the Guarantee: Senior
- (iii) [Date [Board] approval for issuance of Notes [and Guarantee] [respectively] obtained: [] [and []], respectively]
- (*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of the Notes or related Guarantee*)
16. Knock-in Event: [Not Applicable][Applicable: Knock-in Value is [(i)][greater than][greater than or equal to][less than][less than or equal to] the Knock-in [Level][Price][within the Knock-in Range] (*Only applicable if a payment to be made in respect of the Notes is subject to a condition precedent that a Knock-in Event has occurred. If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (*Insert for Reference Item Linked Notes*)
- (i) Knock-in Value: [insert definition from Payout Condition 5.2]
- (ii) Knock-in Level/Knock-in Price: [*specify value or percentage*]
- (iii) Knock-in Range: From and [including][excluding] [*specify range of values, percentages, level, or prices etc.*] to and [including][excluding] [*specify range of values, percentages, level, or prices etc.*] [Not Applicable]
- (iv) Knock-in Determination Day(s): [*specify*][Each Scheduled Trading Day in the Knock-in Determination Period][Not Applicable]
- [In the event that a Knock-in Determination Day is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]
- (v) Knock-in Determination Period: [*specify*][Not Applicable]
- (vi) Knock-in Period Beginning Date: [Applicable][*specify*][Not Applicable]
- (vii) Knock-in Period Beginning Date Scheduled Trading Day Convention: [Applicable][Not Applicable]
- (viii) Knock-in Period Ending Date: [*specify*][Not Applicable]

- (ix) Knock-in Period Ending Date Scheduled Trading Day Convention: [Applicable][Not Applicable]
- (x) Knock-in Valuation Time: [*specify*][Scheduled Closing Time][Any time on a Knock-in Determination Day][Not Applicable]
17. Knock-out Event: [Not Applicable][Applicable: The Knock-out Value is [(i)] [greater than][greater than or equal to][less than][less than or equal to] the Knock-out [Level][Price] [within the Knock-out Range]
- (Only applicable if a payment to be made in respect of the Notes is subject to a condition precedent that a Knock-out Event has occurred. If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (Insert for Reference Item Linked Notes)*
- (i) Knock-out Value: [*insert definition from Payout Condition 5.2*]
- (ii) Knock-out Level/Knock-out Price: [*specify value or percentage*]
- (iii) Knock-out Range: From and [including][excluding] [*specify range of values, percentages, level, or prices etc.*] to and [including][excluding] [*specify range of values, percentages, level, or prices etc.*][Not Applicable]
- (iv) Knock-out Determination Day(s): [[From and including][From and excluding][To and including][To but excluding][*specify*]]
- [*specify*][Each Scheduled Trading Day in the Knock-out Determination Period][Not Applicable]
- [In the event that a Knock-out Determination Day is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]
- (v) Knock-out Determination Period: [*specify*][Not Applicable]
- (vi) Knock-out Period Beginning Date: [*specify*][Not Applicable]
- (vii) Knock-out Period Ending Date: [*specify*][Not Applicable]
- (viii) Knock-out Period Beginning Date Scheduled Trading Day Convention: [Applicable][Not Applicable]
- (ix) Knock-out Period Ending Date Scheduled Trading Day Convention: [Applicable][Not Applicable]
- (x) Knock-out Valuation Time: [*specify*][Scheduled Closing Time][Any time on a Knock-out Determination Day][Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

18. **Interest:** [Applicable][Not Applicable]
- If applicable specify:* provided that each Interest Amount determined in accordance with the Conditions (prior to any rounding) will be multiplied

by the relevant FX Factor and the resulting amount then rounded as provided in the Conditions, where:

[insert relevant definitions from Payout Condition 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions]]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Interest Payment Date(s): [] [in each year] [adjusted in accordance with *[specify Business Day]*][not adjusted][or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition [6] of the Payout Conditions]]
- (ii) Margin(s): [+ *[specify]*][%][per annum]][Not Applicable]
(If a Margin applies for each Interest Period, the Margin shall be specified separately for each Interest Period)
- (iii) Minimum Interest Rate: [*[specify]*][%][per annum]][Not Applicable]
(If a Minimum Interest Rate applies for each Interest Period, the Minimum Interest Rate shall be specified separately for each Interest Period)
- (iv) Maximum Interest Rate: [*[specify]*][%][per annum]][Not Applicable]
(If a Maximum Interest Rate applies for each Interest Period, the Maximum Interest Rate shall be specified separately for each Interest Period)
- (v) Day Count Fraction: [30/360][Actual/Actual (ICMA/ISDA)][*[specify other]*][Not Applicable]
- (vi) Rate of Interest: [In respect of [the/each] Interest Payment Date [(from *[specify]* to *[specify]*)]][falling [on[or about]][during the period from and including] *[specify]* [to and including *[specify]*] only]][Not Applicable]]the Rate of Interest shall be determined by the Calculation Agent [in accordance with the following [formula(s)]]][as the sum of the following [items *[specify]* to *[specify]* (each inclusive) below]][*Insert letters or numbering here and next to each payout if this adds clarity (eg (a), (b). . .):*]

[Fixed Rate]

[Floating Rate]

(The above formulation may be repeated as necessary)

(In respect of the following, insert formula, relevant value(s) and other related definitions from Payout Condition 2.1 and relevant definitions from Payout Condition 5)

[Rate of Interest (i)]

[Rate of Interest (ii)]
 [Rate of Interest (iii)]
 [Rate of Interest (iv)]
 [Rate of Interest (v)]
 [Rate of Interest (vi)]
 [Rate of Interest (vii)]
 [Rate of Interest (viii) – Range Accrual]
 [Rate of Interest (ix) – Digital One Barrier]
 [Rate of Interest (x) – Podium]
 [Rate of Interest (xi) – Memory Coupon]
 [Rate of Interest (xii) – Counter]
 [Rate of Interest (xiii) – Variable Counter]
 [Rate of Interest (xiv) – Call with Individual Caps]
 [Rate of Interest (xv) – Cappuccino]
 [Rate of Interest (xvi) – Fixed Best]
 [Rate of Interest (xvii) – Cliquet]
 [Rate of Interest (xviii) – Cliquet Digital]
 [Rate of Interest (xix) – Cliquet Digital Lock in]
 [Rate of Interest (xx) – Digital Coupon One Condition Condition]
 [Rate of Interest (xxi) – Digital Coupon Two Conditions]
 [Rate of Interest (xxii) – TARN]
 [Rate of Interest (xxiii) – Ratchet]
 [Rate of Interest (xxiv) – Booster]
 [Rate of Interest (xxv)]
 [Rate of Interest (xxvi) – Call Option Interest Rate]
 [Rate of Interest (xxvii) – Put Option Interest Rate]
 [Rate of Interest (xxviii) – Lock in]
 [Rate of Interest (xxix) – Himalaya]
 [Rate of Interest (xxx)]
 [Rate of Interest (xxxi) – Switchable]
 [Rate of Interest (xxxii) – CMS1010]
 [Rate of Interest (xxxiii) – Digital Barrier]

(If the Rate of Interest is calculated by reference to Reference Items, Valuation Dates, Observation Dates etc. or is otherwise calculated differently in respect of each Interest Payment Date, above options may be repeated and numerical suffixes may be used to clarify which Reference Item, Rate of Interest, Valuation Date, Observation Date etc. applies in respect of the corresponding Interest Payment Date)

19. **Fixed Rate Note Provisions:**

[Applicable/Not Applicable]

(If more than one fixed rate is to be determined repeat items (i) to (ii) of this paragraph for each such rate and, if Digital Coupon One Condition or Digital Coupon Two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Rate[(s)] of Interest:

[]% [per annum] [payable
 [annually/semi-annually/quarterly/monthly/other/(s
 pecify)] in arrear]

- (ii) Fixed Coupon Amount[(s)] for Notes in definitive form (and in relation to Notes in global form see Conditions): [] per Calculation Amount [Not Applicable]
[Specify Fixed Coupon Amount for Partly Paid Notes, taking into account the Outstanding Principal Amount from time to time]
- (iii) Broken Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [[] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [] [Not Applicable]
[Specify any Broken Amount(s) for Partly Paid Notes, taking into account the Outstanding Principal Amount from time to time]
- (iv) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable][give details]
20. **Floating Rate and CMS Linked Note Provisions:** [Applicable/Not Applicable] [for purposes only of determining the "Rate" element of the Rate of Interest specified in item [18(vi)]] (*insert where "Rate of Interest (viii) – Range Accrual" applies under item 18(vi)*)

(If more than one floating rate is to be determined, repeat items (i) to (xiii) as applicable for each such rate and, if Digital Coupon One Condition or Digital Coupon Two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)

(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Specified Period: []
(Specified Period and specified Interest Payment Dates are alternatives. A Specified Period, rather than specified Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")
- (ii) [First Interest Payment Date:] []
- (iii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable] [*Business Day Convention only needs to be specified here if Specified Periods are specified*]
- (iv) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (v) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s): [*specify*] (Calculation Agent)
- (vi) Margin Plus Rate: [Applicable][Not Applicable]

- (vii) Specified Percentage Multiplied by Rate: [Applicable][Not Applicable]
- (viii) Difference in Rates: [Applicable][Not Applicable]
- (ix) Screen Rate Determination of Rate[1]: [Not Applicable]
- (If not applicable delete the remaining sub-paragraphs of this paragraph)*
- Reference Rate: [[] month]
[LIBOR/ EURIBOR Compounded Daily SONIA / Compounded Daily SOFR / Compounded Daily €STR][specify] *[Insert in the case of Compounded Daily SONIA except where Index Determination applies: For this purpose Relevant Screen Page means [specify]]*
 - Observation Method [Not Applicable/Lag/Shift]
(Specify Lag or Shift for Compounded Daily SONIA or Compounded Daily SOFR, except where Index Determination is applicable, or for Compounded Daily €STR. Otherwise specify Not Applicable)
 - Observation Look-Back Period: [Not Applicable]/ [●] [London Banking Days] / [U.S. Government Securities Business Days][TARGET2 Business Days]
(Specify for Compounded Daily SONIA or Compounded Daily SOFR, except where Index Determination is applicable, or for Compounded Daily €STR. Otherwise specify Not Applicable. N.B. must be at least two such relevant days to allow clearing system payments)
 - Index Determination: [Applicable/Not Applicable]
(Include if applicable for Compounded Daily SONIA or Compounded Daily SOFR)
 - Interest Determination Date(s): *[Insert for GBP LIBOR: First London Banking Day of each Interest Period]*
[Insert for USD LIBOR: Second London Banking Day prior to the start of each Interest Period]
[Insert for Euro LIBOR or EURIBOR: Second TARGET2 System Business Day prior to the start of each Interest Period]
[Insert for Compounded Daily SONIA–non Index Determination: Second London Banking Day prior to the relevant Interest Payment Date]
*[Insert for Compounded Daily SONIA – Index Determination: The day falling the Relevant Number of London Banking Days prior to the relevant Interest Payment Date and **Relevant Number** means [insert number being two or greater]]*

[Insert for Compounded Daily SOFR–non Index Determination: Second U.S. Government Securities Business Days prior to the relevant Interest Payment Date]

*[Insert for Compounded Daily SOFR – Index Determination: The day falling the Relevant Number of U.S. Government Securities Business Day prior to the relevant Interest Payment Date and **Relevant Number** means [insert number being two or greater]]*

[Insert for Compounded Daily €STR: Second TARGET2 System Business Day prior to the relevant Interest Payment Date]

- Relevant Screen Page: *[specify][Reuters LIBOR 01/EURIBOR 01]*
- Relevant Time: *[specify][11.00 a.m. London time/Brussels time]*
- Relevant Financial Centre: *[London/eurozone (where eurozone means the region comprised of the countries whose lawful currency is the euro)][specify]*

(x) ISDA Determination of Rate[1]: *[Not Applicable]*

(If not applicable delete the remaining sub-paragraphs of this paragraph)

- Floating Rate Option: *[]*
- Designated Maturity: *[]*
- Reset Date: *[][in the case of CMS linked payout specify if applicable in relation to each relevant valuation or determination date]*

(xi) Screen Rate Determination of Rate 2: *[Not Applicable]*

(If not applicable delete the remaining sub-paragraphs of this paragraph)

(in relation to Difference in Rates or CMS-linked payout only)

- Reference Rate: *[[] month]*

[LIBOR/ EURIBOR Compounded Daily SONIA / Compounded Daily SOFR / Compounded Daily €STR][specify] [Insert in the case of Compounded Daily SONIA except where Index Determination applies: For this purpose Relevant Screen Page means [specify]]
- Observation Method *[Not Applicable/Lag/Shift]*

(Specify Lag or Shift for Compounded Daily SONIA or Compounded Daily SOFR, except where Index Determination is applicable, or for Compounded Daily €STR. Otherwise specify Not Applicable)

- Observation Look-Back Period: [Not Applicable]/ [●] [London Banking Days] / [U.S. Government Securities Business Days][TARGET2 Business Days]

(Specify for Compounded Daily SONIA or Compounded Daily SOFR, except where Index Determination is applicable, or for Compounded Daily €STR. Otherwise specify Not Applicable. N.B. must be at least two such relevant days to allow clearing system payments)
- Index Determination: [Applicable/Not Applicable]

(Include if applicable for Compounded Daily SONIA or Compounded Daily SOFR)
- Interest Determination Date(s): [Insert for GBP LIBOR: First London Banking Day of each Interest Period]

[Insert for USD LIBOR: Second London Banking Day prior to the start of each Interest Period]

[Insert for Euro LIBOR or EURIBOR: Second TARGET2 System Business Day prior to the start of each Interest Period]

[Insert for Compounded Daily SONIA–non Index Determination: Second London Banking Day prior to the relevant Interest Payment Date]

[Insert for Compounded Daily SONIA – Index Determination: The day falling the Relevant Number of London Banking Days prior to the relevant Interest Payment Date and **Relevant Number** means [insert number being two or greater]]

[Insert for Compounded Daily SOFR–non Index Determination: Second U.S. Government Securities Business Days prior to the relevant Interest Payment Date]

[Insert for Compounded Daily SOFR – Index Determination: The day falling the Relevant Number of U.S. Government Securities Business Day prior to the relevant Interest Payment Date and **Relevant Number** means [insert number being two or greater]]

[Insert for Compounded Daily €STR: Second TARGET2 System Business Day prior to the relevant Interest Payment Date]
- Relevant Screen Page: [Reuters LIBOR 01/EURIBOR 01][specify]
- Relevant Time: [11.00 a.m. London time/Brussels time][specify]
- Relevant Financial Centre: [London/eurozone (where eurozone means the region comprised of the countries whose lawful currency is the euro)][specify]

(xii) ISDA Determination of Rate 2:

(in relation to Difference in Rates or CMS-linked payout only)

- Floating Rate Option: []
- Designated Maturity: []
- Reset Date: [] *[[in the case of CMS linked payout specify if applicable in relation to each relevant valuation or determination date]*

(xiii) Specified Percentage: [[]%][Not Applicable]

(xiv) Fallback provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes or CMS-Linked Notes, if different from those set out in the Conditions: []

21. **Other Reference Item Linked Interest Note Provisions:** [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Other Reference Item: []

(ii) Entity responsible for calculating the interest due: [*specify*] [Calculation Agent]

(iii) Provisions for determining Coupon where calculation by reference to Formula and/or Other Reference Item: []

(iv) Interest Determination Date(s): []

(v) Provisions for determining Coupon where calculation by reference to Formula and/or Other Reference Item is impossible or impracticable or otherwise disrupted: []

(vi) Interest or calculation period(s): []

(vii) Specified Period: []

(Specified Period and Specified Interest Payment Dates are alternatives. A Specified Period, rather than Specified Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")

(viii) Specified Interest Payment Dates: []

(Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate

- Convention or Eurodollar Convention, insert "Not Applicable")*
- (ix) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other Business Day convention][Delete as applicable]
- (x) Minimum Rate/Amount of Interest: []% per annum
- (xi) Maximum Rate Amount of Interest: []% per annum
- (xii) Day Count Fraction []
22. **Dual Currency Note Provisions:** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate of Exchange/method of calculating Rate of Exchange: []
- (ii) Entity, responsible for calculating the principal and/or interest due: [specify] [Calculation Agent]
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: []
- (iv) Person at whose option Specified Currency(ies) is/are payable: []
23. **Equity Linked Note interest provisions:** [Applicable – please refer to "Provisions Applicable to Equity Linked Notes" below, for more information][Not Applicable][Delete as applicable]
24. **ETF Linked Note interest provisions:** [Applicable – please refer to the sections "Provisions Applicable to ETF Linked Notes" below for more information] [Not Applicable] [Delete as applicable]
25. **Inflation Linked Note interest provisions:** [Applicable – please refer to "Provisions Applicable to Inflation Linked Notes", below, for more information][Not Applicable][Delete as applicable]
26. **Fund Linked Note interest provisions:** [Applicable – please refer to the sections "Provisions Applicable to Fund Linked Notes" below for more information][Not Applicable][Delete as applicable]
27. **Foreign Exchange (FX) Rate Linked Note interest provisions:** [Applicable – please refer to the sections "Provisions Applicable to Foreign Exchange (FX) Rate Linked Notes" below for more information][Not Applicable][Delete as applicable]
28. **Reference Item Rate Linked Note interest provisions:** [Applicable – please refer to the section "Provisions Applicable to Reference Item Rate Linked Notes" below, for more information][Not Applicable][Delete as applicable]
29. **Zero Coupon Note provisions:** [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs)

- (i) Accrual Yield: [] % per annum
- (ii) Reference Price: []
- (iii) Any other formula/basis of determining the amount payable for Zero Coupon Notes which are Exempt Notes: []
- (iv) Day Count Fraction in relation to the Amortised Face Amount: [30/360]
[Actual/360]
[Actual/365]

PROVISIONS RELATING TO REDEMPTION

30. **Call Option:** [Applicable/Not Applicable][provided the Issuer may only exercise the Call Option if the Original Redemption Condition is satisfied]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Optional Redemption Date(s) (Call): [] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Payout Condition 6] [the [insert] Business Day following [the day on which notice of the Issuer exercising the Call Option is given to Noteholders]]

(NB: In the case of Call Option Rate Notes, the Optional Redemption Date(s) (Call) must be Interest Payment Dates (other than the first and final Interest Payment Dates))

- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [[] per Calculation Amount][Final Payout as specified in paragraph 33 below]

[If applicable specify: [provided that][with][the resulting amount][will be] multiplied by the relevant FX Factor [[and] with the resulting amount rounded [up/down] to the nearest 0.01 in the Specified Currency (or to the nearest JPY1 in the case of JPY)], where:

[insert relevant definitions from Payout Condition 5 and 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions, including, if applicable Optional Redemption Condition]

- (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: [] per Calculation Amount
 - (b) Maximum Redemption Amount: [] per Calculation Amount

- (iv) Notice period: [] [[●] Business Days (the "**Minimum Early Redemption Notice Period**") (NB: to be included for Call Option Rate Notes – may not be less than ten Business Days)
31. **Put Option:** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s) (Put): [] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Payout Condition 6] (NB: In the case of Put Option Rate Notes, the Optional Redemption Date(s) (Put) must be Interest Payment Dates (other than the first and final Interest Payment Dates))
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [] per Calculation Amount
- (If applicable specify: [provided that][with][the resulting amount][will be] multiplied by the relevant FX Factor [[and] with the resulting amount rounded [up/down] to the nearest 0.01 in the Specified Currency (or to the nearest JPY1 in the case of JPY)], where:
- [insert relevant definitions from Payout Condition 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions]
- (iii) Notice period: [] [[●] Business Days (the "**Minimum Early Redemption Notice Period**") (NB: to be included for Put Option Rate Notes – may not be less than ten Business Days)
- (The Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of five clearing system business days' notice for a call and 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent/Iberclear Paying Agent/Registrar)
32. **Final Redemption Amount of each Note:** [Calculation Amount * [specify]%] [Outstanding Principal Amount immediately prior to the Maturity Date] [Calculation Amount * Final Payout] [Final Payout] [, subject to [specify]]/See Equity Linked redemption provisions below/See ETF Linked redemption provisions below/See Inflation Linked Note redemption provisions below/See Reference Item Rate Linked Note redemption provisions below/See Credit Linked Note redemption provisions below/See Fund Linked redemption provisions below/See Foreign Exchange (FX) Rate Linked redemption provisions below]
- (If applicable specify: [provided that][with][the resulting amount][will be] multiplied by the relevant

FX Factor [[and] with the resulting amount rounded [up/down] to the nearest 0.01 in the Specified Currency (or to the nearest JPY1 in the case of JPY)], where:

[insert relevant definitions from Payout Condition 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions]

[See also "Provisions Relating to Credit Linked Notes" at item 44 below and the Credit Linked Conditions]

[In cases where the Final Redemption Amount is an Other Reference Item Linked Redemption Note: *(If not applicable, delete this sub-paragraph)*

- (i) Formula/Other Redemption Item: [] [Not Applicable]
- (ii) Entity responsible for calculating the Final Redemption Amount: *[specify]* [Calculation Agent]
- (iii) Provisions for determining Final Redemption Amount where calculated by reference to Formula and/or other Other Redemption Item: [] [Not Applicable]
- (iv) Date for determining Final Redemption Amount where calculation by reference to Formula and/or Other Redemption Item: [] [Not Applicable]
- (v) Provisions for determining Final Redemption Amount where calculation by reference to Formula and/or Other Redemption Item is impossible or impracticable or otherwise disrupted: [] [Not Applicable]
- (vi) [Payment Date:] []
- (vii) Minimum Final Redemption Amount: [] per Calculation Amount
- (viii) Maximum Final Redemption Amount: [] per Calculation Amount
- (ix) Other relevant provisions or conditions: *[Insert as applicable]* [Not Applicable]

33. **Final Payout:** [Not Applicable]

(In respect of the following, insert formula from Payout Condition 2.2 and relevant definitions from Payout Condition 5)

[The sum of the following [items *[specify]* to *[specify]* (each inclusive) below]:] *[Insert letters or numbering here and next to each payout if this adds clarity (eg (a), (b). . .)]*

			[Redemption (i)] [Redemption (ii)] [Redemption (iii)] [Redemption (iv)] [Redemption (v)] [Redemption (vi)] [Redemption (vii) – Booster] [Redemption (viii) – Digital] [Redemption (ix) – Digital with Knock-in] [Redemption (x) – Podium] [Redemption (xi) – Reverse Knock-in Standard] [Redemption (xii) – Reverse Knock-in] [Redemption (xiii) – Knock-in Standard] [Redemption (xiv) – Twin Win] [Redemption (xv) – Himalaya] [Redemption (xvi) – Memory] [Redemption (xvii) – Lock in] [Redemption (xviii)] [Redemption (xix) – Switchable] [Redemption (xx) – Alternate Currency] [Redemption (xxi) – Leveraged FX]
34.	Automatic Early Redemption:		[Applicable][Not Applicable] <i>(If applicable, specify one of the following)</i> [ST Automatic Early Redemption][Target Automatic Early Redemption] <i>(always insert 'Target Automatic Early Redemption Event' if Target Coupon Automatic Early Redemption applies)</i> <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Automatic Early Redemption Event:		[AER Value Automatic Early Redemption Event – Applicable] AER Value is: [greater than][greater than or equal to][less than][less than or equal to] the Automatic Early Redemption [Level][Price]
	(ii) AER Value:		[Target Coupon Automatic Early Redemption Event – Applicable] <i>[Insert relevant value definition and where applicable relevant definitions from Payout Condition 5.1 and 5.2]</i> [Not Applicable]
	(iii) Automatic Early Redemption Payout:		The Automatic Early Redemption Amount shall be determined in accordance with the following formula: <i>(Insert relevant formula (and related definitions) from Payout Condition 3)</i> <i>[If applicable specify:</i> [provided that][with][the resulting amount][will be] multiplied by the relevant FX Factor [[and] with the resulting amount rounded [up/down] to the nearest 0.01 in the Specified

Currency (or to the nearest JPY1 in the case of JPY)], where:

(Insert relevant definitions from Payout Condition 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions)

- (iv) Automatic Early Redemption Level/Price: *[[specify] [%[of RI Initial Value]]][Not Applicable]*
- (v) [AER Percentage][Target Coupon Percentage]: *[specify] %][Not Applicable]*
- (vi) Automatic Early Redemption Date(s)/Period(s): *[specify] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Payout Condition 6]*
- (vii) AER Additional Rate: *[AER Rate][Insert relevant provisions from Payout Condition 5.1][Not Applicable]*

[AER Rate DCF][Insert relevant provisions from Conditions]

[AER Rate MT][Insert relevant provisions from Conditions]
- (viii) Automatic Early Redemption Valuation Date(s)/Period(s): *[specify]*
- (ix) Automatic Early Redemption Valuation Time: *[specify][Scheduled Closing Time][Any time [on the relevant Valuation Date][during the Observation Period][Not Applicable].*
- (x) Averaging: *Averaging [applies][does not apply] for the purposes of Automatic Early Redemption. [The Averaging Dates are [specify].] [See paragraph [] above]*

[In the event that an Averaging Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply]

[Specified Maximum Days of Disruption will be equal to: [specify][five]

(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)]

35. **Early Redemption Amount:**

- Early Redemption Amount (Tax) per Calculation Amount payable on redemption for taxation reasons and/or the method of calculating the same (if required or if different from that set out in the Conditions): *[[] per Calculation Amount (specify the amount)/Market Value less Associated Costs]*
- [If applicable specify: [provided that][with][the resulting amount][will be] multiplied by the relevant FX Factor [[and] with the resulting amount rounded [up/down] to the nearest 0.01 in the Specified Currency (or to the nearest JPY1 in the case of JPY)], where:*

		(Insert relevant definitions from Payout Condition 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions)
	Redemption Amount(s) per Calculation Amount payable on an event of default and/or the method of calculating the same (if required or if different from that set out in the Conditions):	[[] per Calculation Amount/specify the amount, which may, where appropriate, be an amount per Calculation Amount equal to the fair market value of each Note less applicable costs [including the cost, if any, for unwinding hedging arrangements]] [If applicable specify: [provided that][with][the resulting amount][will be] multiplied by the relevant FX Factor [[and] with the resulting amount rounded [up/down] to the nearest 0.01 in the Specified Currency (or to the nearest JPY1 in the case of JPY)], where: (Insert relevant definitions from Payout Condition 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions)
	Termination Amount(s) per Calculation Amount payable on an occurrence of an Extraordinary Fund Event and/or the method of calculating the same (if required or if different from that set out in the Conditions):	[See paragraph 47(xxx)][Not Applicable]
	Early Redemption Amount per Calculation Amount payable following an early redemption:	[[] per Calculation Amount/Market Value less Associated Costs/specify amount or method of calculation][Not Applicable] [If applicable specify: [provided that][with][the resulting amount][will be] multiplied by the relevant FX Factor [[and] with the resulting amount rounded [up/down] to the nearest 0.01 in the Specified Currency (or to the nearest JPY1 in the case of JPY)], where: (Insert relevant definitions from Payout Condition 7 and other relevant definitions from the Payout Conditions completed on the basis provided in the Payout Conditions)
	Fair Market Value Interest Element:	[Applicable][Not Applicable] (Specify as required in respect of each relevant early redemption)
36.	Equity Linked Note redemption provisions:	[Applicable – please refer to the section headed "Provisions Applicable to Equity Linked Notes" for more information][Not Applicable][Delete as applicable]
37.	ETF Linked Note redemptions provisions	[Applicable – please refer to the section headed "Provisions Applicable to ETF Linked Notes" for more information][Not Applicable][Delete as applicable]
38.	Inflation Linked Note redemption provisions:	[Applicable – please refer to the section headed "Provisions Applicable to Inflation Linked Notes"

- below for more information][Not Applicable][*Delete as applicable*]
39. **Fund Linked Note redemption provisions:** [Applicable – please refer to the section headed "*Provisions Applicable to Fund Linked Notes*" below for more information][Not Applicable][*Delete as applicable*]
40. **Credit Linked Notes redemption provisions:** [Applicable – please refer to section headed "*Provisions Relating to Credit Linked Notes*" below for more information][Not Applicable][*Delete as applicable*]
41. **Foreign Exchange (FX) Rate Linked Note redemption provisions:** [Applicable – please refer to the sections "*Provisions Applicable to Foreign Exchange (FX) Rate Linked Notes*" below for more information][Not Applicable][*Delete as applicable*]
42. **Reference Item Rate Linked Note redemption provisions:** [Applicable – please refer to the section "*Provisions Applicable to Reference Item Rate Linked Notes*" below, for more information][Not Applicable][*Delete as applicable*]

PROVISIONS APPLICABLE TO EQUITY LINKED NOTES

43. **Equity Linked Note Provisions:** [Applicable][Not Applicable][for the purposes of determining the "Rate of Interest" specified in item 18(vi)] (*insert where "Rate of Interest (viii) – Range Accrual" applies under item 18(vi)*)
- (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- The provisions of Annex 1 of the Terms and Conditions (*Additional Terms and Conditions for Equity Linked Notes*) shall apply.
- (i) Type of Notes: [Single Share Linked Notes][Single Share Index Linked Notes][Share Basket Linked Notes][Share Index Basket Linked Notes][*Delete as applicable*]
- (ii) Share(s)/Share Basket/Single Share Index/Share Index Basket: [*specify (i) names of each issuer of the Share(s), (ii) class of each Share, (iii) ISIN or other security identification code for each Share/Share Index for Single Share Index Linked Notes or each of the Share Indices for Share Index Basket Linked Notes (specifying where applicable if any such index is a Dividend Index)*][Reference Item[s][k]]
- (iii) Share Index Sponsor(s): [*Insert name(s) of Share Index Sponsor(s)/Share Dividend Index Sponsor(s)*][Not Applicable]
- (*in relation to Single Share Index Linked Notes and Share Index Basket Linked Notes only*)
- (iv) Exchange(s): [*specify*] [As per the Conditions]
- (v) Related Exchange(s): [*specify*][All Exchanges]

(vi)	Exchange Business Day Convention:	[Following Business Day Convention][Modified Following Business Day Convention][Not Applicable]
(vii)	Strike Date:	[specify][Not Applicable]
(viii)	Strike Period [and Strike Days]:	[Specify Strike Period][Not Applicable][Specify the applicable Strike Days in the Strike Period]
(ix)	Averaging:	<p>Averaging [(Per [Share/Index])] [applies][does not apply] to the Notes [in respect of each [specify relevant Valuation Date]].[insert and repeat sentence, if applicable]. [The Averaging Dates are [specify] [See paragraph [] above]</p> <p>[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]</p>
(x)	Coupon Valuation Date(s):	[specify][Not Applicable]
(xi)	Coupon Valuation Time:	<p>[Not Applicable][Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date][during the Observation Period]] [specify], being the time specified on the relevant [Coupon Valuation Date] or an Averaging Date, as the case may be, for the calculation of the [Interest Amount]</p> <p><i>(If no time is specified, the Coupon Valuation Time will be the Scheduled Closing Time)</i></p>
(xii)	Redemption Valuation Date(s):	[specify][Not Applicable]
(xiii)	Redemption Valuation Time:	[Not Applicable][Scheduled Closing Time][Any time [on the relevant Redemption Valuation Date][during the Observation Period]] [specify], being the time specified on the relevant [Redemption Valuation Date] or an Averaging Date, as the case may be, for the calculation of the [Redemption Amount]
(xiv)	Observation Date(s):	<p>[specify][Not Applicable]</p> <p>[In the event that an Observation Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]</p>
(xv)	Observation Period:	[specify][Not Applicable]
(xvi)	[Valuation Date and] Specified Maximum Days of Disruption:	[The definition of " Valuation Date " in Condition 21 will apply, for which purpose the] [Specified Maximum Days of Disruption will be equal to [specify][As per the Conditions][Not Applicable]
(xvii)	Exchange Rate:	[specify]
(xviii)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]

PROVISIONS APPLICABLE TO INFLATION LINKED NOTES

44.	Inflation Linked Note Provisions:	[Applicable][Not Applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
		The provisions of Annex 2 of the Terms and Conditions (<i>Additional Terms and Conditions for Inflation Linked Notes</i>) shall apply
		<i>(If more than one Inflation Interest Rate is to be determined, repeat items (i) to (vi) for each such Inflation Rate and, if Digital Coupon One Condition or Digital Coupon Two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)</i>
(i)	Inflation Index:	[][Reference Item[s]][(k)]
		<i>(Set out each Inflation Index level and insert "in respect of [specify date]" following each Inflation Index level)</i>
(ii)	Inflation Index Sponsor:	[]
(iii)	Related Bond:	<i>[Insert name and ISIN or other security identification code of Related Bond][Not Applicable][Fallback Bond][Delete as applicable]</i>
(iv)	Fallback Bond:	[Applicable][Not Applicable]
(v)	Alternative Delay of Publication Formula:	<i>[Insert formula][Not Applicable]</i>
(vi)	Strike Date:	<i>[specify][Not Applicable]</i>
(vii)	Strike Period [and Strike Days]:	<i>[Specify Strike Period][Not Applicable][Specify the applicable Strike Days in the Strike Period]</i>
(viii)	Inflation Index Level Adjustment: (Annex 2, Section 1, Paragraph 6 of Terms and Conditions)	<i>[See details in Section 3 of Annex 2 to the Terms and Conditions][Option (i) as specified in paragraph 6 of Section 1 of Annex 2 to the Terms and Conditions][Option (ii) as specified in paragraph 6 of Section 1 of Annex 2 to the Terms and Conditions][Delete as applicable]</i>
(ix)	Business Day Convention:	<i>[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention][Delete as applicable]</i>

PROVISIONS APPLICABLE TO ETF LINKED NOTES

45.	ETF Linked Note Provisions:	[Applicable][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 18(vi)] <i>(insert where "Rate of Interest (viii) - Range Accrual" applies under item 18(vi)),</i>
		<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>

(i) [ETF(s)]/[ETF Basket]:	The following Reference Item(s)[(k)] [(from [k] = 1 to [(k)[specify]])] will apply:] [Not applicable] [See table [above][below]] [<i>Insert table</i>]
	[For [k]=1][specify][insert description][(see paragraph [specify])](repeat as necessary)
	[Weighting: [[Not Applicable]] [[specify] [Each such Weighting shall be subject to adjustment in accordance with the ETF Linked Conditions]]
(ii) ETF Share Currency:	[specify] [See table [above][below]]
(iii) ISIN of ETF Share(s):	[specify] [See table [above][below]]
(iv) Screen Page:	[specify] [See table [above][below]]
(v) Exchange(s):	[specify][Not applicable] [See table [above][below]]
(vi) Related Exchange(s):	[specify][All Exchanges][Not applicable]
(vii) [Strike Date] [Strike Period and Strike Days]:	[specify][Not applicable] [specify applicable Strike Days in the period if applicable][See table [above][below]]
(viii) Averaging:	[Not applicable][Averaging [(Per ETF)] [applies] to the Notes] in respect of [specify relevant Valuation Date][insert and repeat sentence, if applicable]. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above][below]]
	[In the event that an Averaging Date is a [Disrupted Day], [Omission] [Postponement] [Modified Postponement] will apply]
(ix) Coupon Valuation Date(s):	[specify][Not Applicable]
(x) Redemption Date(s)/Period(s): Valuation	[specify][Not applicable][See table [above][below]]
(xi) Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date]] [Redemption Valuation Date]] [during the Observation Period]] [[specify], being the time specified on the relevant [Coupon Valuation Date] [Redemption Valuation Date] or an Averaging Date, as the case may be, for the calculation of the [ETF Linked Interest Amount] [Redemption Amount]
	<i>(If no time is specified, the Valuation Time will be the close of trading on the Exchange)</i>
(xii) [Observation Date(s)]:	[specify][Not applicable][See table [above][below]]
	[In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(xiii) Observation Period(s):	[specify][Not applicable][See table [above][below]]
(xiv) Exchange Business Day:	[(All ETF Shares Basis)][(Per ETF Shares Basis)][(Single ETF Share Basis)]

- (xv) Scheduled Trading Day: [(All ETF Share Basis)][(Per ETF Share Basis)][(Single ETF Share Basis)]
- (xvi) ETF Share Correction Period: [*specify*]
- (xvii) Specified Maximum Days of Disruption: [Not applicable][*specify*][five][Scheduled Trading Days]
- (xviii) Extraordinary ETF Events: [As set out in ETF Linked Condition 2(b)] [*specify*]
- (xix) Additional Extraordinary ETF Events: [Not applicable][As per the ETF Linked Conditions][The following Additional Extraordinary ETF Events apply to the Notes:
- (*Specify each of the following which applies*)
- [Hedging Disruption]
- [Increased Cost of Hedging]
- [Failure to deliver: Not applicable]
- [Change in Law: Not applicable]
- [Increased Cost of Stock Borrow]
- [Insolvency Filing]
- [Stop-Loss Event]
- [Stop-Loss Event Percentage: [*specify*] per cent.]
- [The Maximum Stock Loan Rate in respect of [*specify* in relation to each relevant ETF Share] is [*specify*]] (*Only applicable if Loss of Stock Borrow is applicable*)
- [[The Initial Stock Loan rate in respect of [*specify* in relation to each relevant ETF Share] is [*specify*]] (*Only applicable if Increased Cost of Stock Borrow is applicable*)]
- [Tender Offer: Not applicable]

PROVISIONS RELATING TO CREDIT LINKED NOTES

46. **Credit Linked Conditions:** [Applicable][Not Applicable]
- (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- The provisions of Annex 5 of the Terms and Conditions (*Additional Terms and Conditions for Credit Linked Notes*) shall apply
- (i) Final Redemption Amount: [] per Calculation Amount
- (ii) Settlement Method: [Auction Settlement/Cash Settlement/Physical Delivery]
- (iii) Calculation Agent City: [London][Madrid][*specify other*]

- (iv) Reference Entity: [Specify name]
- (N.B. By specifying "Standard Terms" as applicable to a Reference Entity, the relevant information set out in Credit Linked Condition 22 shall apply. Not all relevant information is given in the Standard Terms and so ensure the remaining sections of this item 46 are completed accordingly.)*
- (v) Standard Terms: [Applicable/Not applicable]
- If applicable, insert the following as applicable and specify any changes needed to reflect the latest ISDA Physical Settlement Matrix: The following Standard Terms apply: [Standard North American Corporate/Standard European Corporate/Standard Subordinated European Insurance Corporate/Standard Emerging European Corporate/Standard Emerging European Corporate LPN/Standard Australia Corporate & Standard New Zealand Corporate/Standard Japan Corporate/Standard Singapore Corporate/Standard Latin America Corporate B/Standard Latin America Corporate BL/Standard Asia Corporate/Standard Asia Sovereign/Standard Emerging European & Middle Eastern Sovereign/Standard Australia Sovereign & Standard New Zealand Sovereign/Standard Japan Sovereign/Standard Singapore Sovereign/Standard Latin America Sovereign/Standard Western European Sovereign]*
- If Standard European Corporate, Standard Australia Corporate & Standard New Zealand Corporate, Standard Japan Corporate, Standard Singapore Corporate or Standard Asia Corporate Standard Terms apply, insert the following: Transaction Type: [Financial Transaction Type/Other]*
- (vi) Reference Obligation[s]: [] [Standard Reference Obligation]
- [If Standard Reference Obligation is specified, insert and complete as applicable: Seniority Level: [Senior Level][Subordinated Level]]*
- [The obligation[s] identified as follows:
- Primary Obligor: []
- Guarantor: []
- Maturity: []
- Coupon: []
- CUSIP/ISIN: []
- (N.B. repeat the above headings if there is more than one reference obligation)*
- (vii) All Guarantees: [Applicable][Not Applicable]

		[Standard Terms]
(viii)	Credit Events:	[Bankruptcy]
		[Failure to Pay]
		[Grace Period Extension: [Applicable][Not Applicable]
		<i>[If Applicable insert:</i>
		Grace Period: [30 calendar days][]]
		[Obligation Default]
		[Obligation Acceleration]
		[Repudiation/Moratorium]
		[Restructuring]
		Provisions relating to Restructuring Credit Event: Credit Linked Condition 13: [Applicable][Not Applicable]
		Provisions relating to Multiple Holder Obligation: Credit Linked Condition 14: [Applicable][Not Applicable]
		Mod R: [Applicable/Not Applicable]
		Mod Mod R: [Applicable/Not Applicable]
		[Governmental Intervention]
		<i>[Specify other]</i>
		[Standard Terms]
	Default Requirement:	[]
	Payment Requirement:	[]
(ix)	Notice of Publicly Available Information:	[Applicable][Not Applicable]
		<i>[If Applicable:</i>
		Public Source(s): []
		Specified Number: []]
(x)	Obligation(s):	
	(a) Obligation Category:	[Payment]
	(select one only)	[Borrowed Money]
		[Reference Obligation Only]
		[Bond]
		[Loan]

		[Bond or Loan]
		[Standard Terms]
(b)	Obligation Characteristics:	[Not Subordinated]
		[Credit Linked Specified Currency:
	(select all of which apply)	[Standard Specified Currencies][specify currency]]
		[Not Sovereign Lender]
		[Not Domestic Currency
		Domestic Currency means: [specify currency]]
		[Not Domestic Law]
		[Listed]
		[Not Domestic Issuance]
		[Standard Terms]
(c)	Additional Obligation[s]:	[] [See Credit Linked Condition 17] [Not Applicable]
		(N.B. Specify "Not Applicable" unless the provisions relating to LPN Reference Entities apply)
(d)	Excluded Obligation[s]:	[]
(xi)	Accrual of Interest upon Credit Event:	[Applicable] [Not Applicable]
(xii)	Merger Event:	Credit Linked Condition 11: [Applicable] [Not Applicable]
		[If Applicable insert:
		Merger Event Redemption Amount: []
		Merger Event Redemption Date: [] [Five Business Days after the Calculation Agent determines that a Merger Event has occurred]]
(xiii)	Unwind Costs:	[Standard Unwind Costs] [specify other] [Not Applicable]
(xiv)	Provisions relating to Monoline Insurer as Reference Entity:	Credit Linked Condition 15: [Applicable] [Not Applicable]
(xv)	Provisions relating to LPN Reference Entities:	Credit Linked Condition 17: [Applicable] [Not Applicable]
(xvi)	Further terms relating to settlement:	
(a)	Fallback Settlement Method:	[Cash Settlement/Physical Delivery/Not Applicable]

(N.B. This only applies where Auction Settlement is specified. Otherwise specify as "Not Applicable")

- (b) Business Day Convention: [Following][Modified Following][Preceding]
- (c) Credit Event Redemption Amount: [[] per Calculation Amount][Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) applies][Not Applicable]
- (N.B. Specify as "Not Applicable" if the Settlement Method is specified to be Physical Delivery)*
- (d) Credit Event Redemption Date: [[] Business Days][Not Applicable]
- (N.B. Specify as "Not Applicable" if the Settlement Method is specified to be Physical Delivery)*
- (e) Valuation Date: [Applicable][Credit Linked Condition 12 (*Definitions applicable to Credit Linked Notes*) applies]
- [If "Applicable" and a Single Valuation Date applies, insert: Single Valuation Date:*
- [] Business Days]*
- [If "Applicable" and Multiple Valuation Dates apply, insert: Multiple Valuation Dates:*
- [] Business Days and each [] Business Days thereafter*
- Number of Valuation Dates: []]*
- (N.B. If Cash Settlement is specified as the Settlement Method or the Fallback Settlement Method, specify "Applicable". If Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method, specify that Credit Linked Condition 12 applies)*
- (f) Valuation Time: [] [As per the definition in the Credit Linked Conditions]
- (g) Quotation Method: [Bid][Offer][Mid-market][See Credit Linked Condition 9]
- (N.B. If Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method, specify "See Credit Linked Condition 9")*
- (h) Quotation Amount: [] [Representative Amount][See Credit Linked Condition 9]
- (N.B. If Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method, specify "See Credit Linked Condition 9")*
- (i) Minimum Quotation Amount: [] [As per the definition in the Credit Linked Conditions][Not Applicable]

(N.B. If Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method, specify "Not Applicable")

(j) Quotation Dealers: [] [As selected by the Calculation Agent in accordance with the Credit Linked Conditions]

(k) Accrued Interest: [Include Accrued Interest][Exclude Accrued Interest][See Credit Linked Condition 12 *(Definitions applicable to Credit Linked Notes)*]

(l) Valuation Method: [Market/Highest]
[Average Market/Highest/Average Highest]
[See Credit Linked Condition 9]

(N.B. If Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method, specify "See Credit Linked Condition 9")

(m) Deliverable Obligations: *(N.B. Specifications relating to Deliverable Obligations are required even if the Notes are not subject to Physical Delivery)*

Deliverable Category:	Obligation	[Payment]
<i>(select one only)</i>		[Borrowed Money]
		[Reference Obligation only]
		[Bond]
		[Loan]
		[Bond or Loan]
		[Standard Terms]

Deliverable Characteristics:	Obligation	[Not Subordinated]
<i>(select all of which apply)</i>		[Credit Linked Specified Currency:
		<i>[specify currency]</i>][Standard Specified Currencies]]
		[Not Sovereign Lender]
		[Not Domestic Currency]
		Domestic Currency means: <i>[specify currency]</i>
		[Not Domestic Law]
		[Listed]
		[Not Domestic Issuance]
		[Assignable Loan]
		[Consent Required Loan]

			[Direct Loan Participation]
			Qualifying Participation Seller: <i>[insert details]</i>
			[Transferable]
			[Maximum Maturity: []]
			[Accelerated or Matured]
			[Not Bearer]
			[Not Applicable]
			[Standard Terms]
	Sovereign	No	Asset
	Package Delivery:		[Applicable/Not Applicable]
			[Standard Terms]
(n)	Excluded	Deliverable	[]/[Not Applicable]
	Obligation[s]:		
(o)	Indicative Quotations:		[Applicable]/[Not Applicable]
			<i>(N.B. This is only relevant to the partial cash settlement provisions for Notes for which Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method. For such Notes specify "Applicable" or "Not Applicable" (as required). For all other Notes specify "Not Applicable")</i>
(p)	Physical Settlement Period:		[[] Business Days]/[Not Applicable]
			[Standard Terms]
			<i>(N.B. This will only apply to Notes for which Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method)</i>
(q)	Settlement Currency:		[]/[Not Applicable]
(r)	Cut-Off Date:		[]/[Not Applicable]
			<i>(N.B. This is a date by which Asset Transfer Notices are required for timely settlement and will only apply to Notes for which Physical Delivery is specified as the Settlement Method or the Fallback Settlement Method)</i>
(s)	Delivery provisions for the Asset Amount if different from Credit Linked Condition 21:		<i>[Insert details]</i> /[Not Applicable]
(xvii)	Other Terms:		
(a)	Subordinated	European	[Applicable/Not Applicable]
	Insurance Terms:		
			[Standard Terms]

- (b) Financial Reference Entity Terms: [Applicable/Not Applicable]
[Standard Terms]
- (c) Reference Obligation Only Termination Amount: [[]/Not Applicable]
(N.B. To be specified for the purposes of Credit Linked Condition 19 for Reference Obligation Only Notes only)
- (d) Other terms of special conditions: [Specify]
- (xviii) **2019 Narrowly Tailored Credit Event Provisions:** Credit Linked Condition 23: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
[Fallback Discounting: [Applicable/Not Applicable]
Credit Deterioration Requirement: [Applicable/Not Applicable]]

PROVISIONS APPLICABLE TO FUND LINKED NOTES

47. Fund Linked Note Provisions: [Applicable][Not Applicable][for the purposes of determining the "Rate of Interest" specified in item 18(vi)] *(insert where "Rate of Interest (viii) – Range Accrual" applies under item 18(vi))*
(If not applicable, delete the remaining subparagraphs of this paragraph)
The provisions of Annex 4 of the Terms and Conditions *(Additional Terms and Conditions for Fund Linked Notes)* shall apply.
- (i) Fund/Fund Basket(s): [specify] [Reference Item[s]][(k)]
[The [specify] Fund is a Mutual Fund]
[The [specify] Fund is a Hedge Fund]
[The [specify] Fund is a Private Equity Fund]
[The [specify] Fund is an Exchange Traded Fund]
- (ii) Listing of the Fund: []
- (iii) Authorisation of the Fund: []
- (iv) Fund Shares: [specify]
[Weighting: [Not Applicable][The weighting to be applied to each Fund Share comprising the Fund Basket is []]]
- (v) Exchange: [specify][Not Applicable]
(only applicable to ETFs)

- (vi) Related Exchange: [specify][All Exchanges][Not Applicable]
(only applicable to ETFs)
- (vii) Exchange Business Day: [All Fund Share Basis][Per Fund Share Basis][Single Fund Share Basis][Not Applicable]
(only applicable to ETFs)
- (viii) Scheduled Trading Day: [All Fund Share Basis][Per Fund Share Basis][Single Fund Share Basis][Not Applicable]
(only applicable to ETFs)
- (ix) Strike Date: [specify][Not Applicable]
(only applicable to ETFs)
- (x) Strike Period [and Strike Days]: [specify strike period][Not Applicable][specify Strike Days in the Period]
- (xi) Averaging: Averaging [applies][does not apply] to the Notes [The Averaging Dates are [specify]] [see paragraph [] above]

[In the event that an Averaging Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply]

[[Specified Maximum Days of Disruption will be equal to: [specify][five]]

(If not Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)
- (xii) Observation Date: [specify][Not Applicable]

In the event that an Observation Date is a Disrupted Date [Omission][Postponement][Modified Postponement] will apply
- (xiii) Observation Period: [specify][Not Applicable]
- (xiv) Coupon Valuation Date(s): [specify][Not Applicable]
- (xv) Redemption Valuation Date: [specify][Not Applicable]
- (xvi) Valuation Time (only applicable to ETFs): [Scheduled Closing Time][Any time [on the relevant [Coupon Valuation Date][Redemption Valuation Date]][during the Observation Period]] [[specify], being the time specified on the relevant [Coupon Valuation Date][Redemption Valuation Date] or an Averaging Date, as the case may be, for the calculation of the [Fund Linked Interest Amount][Redemption Amount][As per the Conditions]

(If no time is specified, the Valuation Time will be the close of trading on the Exchange)
- (xvii) Fund Service Provider: [specify][As set out in Fund Linked Conditions]

- (xviii) Trade Date: []
- (xix) Fund Documents: [*specify*][As per Fund Linked Conditions]
- (xx) Fund Business Day: [(All Fund Share Basis)][(Per Fund Share Basis)][(Single Fund Share Basis)]
- (xxi) Initial Calculation Date: [*specify*][As set out in Fund Linked Conditions][Not Applicable]
- (xxii) Final Calculation Date: [*specify*] [Not Applicable]
- (xxiii) Hedging Date: [] [Not Applicable]
- (xxiv) Calculation Date(s): [*specify*][As set out in per the Fund Linked Conditions] [Not Applicable]
- (xxv) AUM Level: [*specify*][Not Applicable]
- (xxvi) NAV Trigger Percentage: [[] %][As per Fund Linked Conditions] [Not Applicable]
- (xxvii) NAV Trigger Period: [*specify*][As per Fund Linked Conditions] [Not Applicable]
- (xxviii) Number of NAV Publication Days: [*specify*][As per Fund Linked Conditions] [Not Applicable]
- (xxix) Basket Trigger Level: [*specify*][[As per Fund Linked Conditions][Not Applicable]
- (xxx) Termination Amount: [Principal Protected Termination Amount][Non-Principal Protected Termination Amount][Not applicable][*specify*]
- (xxxi) Termination Date: [*specify*][Not Applicable]
- (xxxii) Fee: [] [Not Applicable]
- (xxxiii) Protected Amount: [*specify*][Not applicable]
- (xxxiv) Simple Interest Spread: [As per Fund Linked Conditions][*specify*]
- (xxxv) Specified Maximum Days of Disruption: [*specify*][five]
- (If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five. Only applicable to ETFs)*
- (xxxvi) Extraordinary Fund Event (in the case of a Private Equity Fund only): []
- (xxxvii) Delayed Redemption on the Occurrence of an Extraordinary Fund Event: [Applicable][Not Applicable]
- (xxxviii) Additional Extraordinary Fund Event: [Not Applicable][]

PROVISIONS APPLICABLE TO FOREIGN EXCHANGE (FX) RATE LINKED NOTES

48. Foreign Exchange (FX) Rate Linked Provisions: [Applicable][Not Applicable][for the purposes of determining the "Rate of Interest" specified in item 18(vi)] *(insert where "Rate of Interest (viii) – Range Accrual" applies under item 18(vi))*
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Base Currency: [specify][Not Applicable][For Reference Item[(k)]: *[insert]*]
- (ii) Subject Currency/Currencies: [specify][Not Applicable][For Reference Item[(k)]: *[insert]*] [and EM Foreign Exchange Rate Provisions apply to such Subject Currency]
- (iii) Additional Disruption Event: *(Specify each of the following which applies)* [Change in Law] [Hedging Disruption] [Increased Cost of Hedging]
- [Trade Date means *[specify]*]
- (iv) Averaging: Averaging [applies][does not apply] to the Notes. [The Averaging Dates are *[specify]*] [see paragraph [] above]
- (v) Observation Date(s): [specify][Not Applicable]
- (vi) Observation Period: [specify][Not Applicable]
- (vii) Strike Date: [specify][Not Applicable]
- (viii) Strike Period [and Strike Days]: [Specify Strike Period][Not Applicable][Specify the applicable Strike Days in the Strike Period]
- (ix) Coupon Valuation Date: [specify][Not Applicable]
- (x) Redemption Valuation Date: [specify][Not Applicable]
- (xi) Provisions applicable where EM Foreign Exchange (FX) Rate Provisions do not apply to a Settlement Currency: [Applicable [in respect of *[specify Subject Currencies to which these provisions apply where there is a Basket]*][Not Applicable]
- (Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency)*
- (a) Delayed Redemption on the Occurrence of a Disruption Event: [Applicable][Not Applicable]
- (b) Relevant Screen Page: [specify][Not Applicable]
- (c) Specified Maximum Days of Disruption: [Specified Maximum Days of Disruption will be equal to: *[specify]*][five]][Not Applicable]
- (If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)*

- (d) Price Source: [specify]
- (e) Valuation Time: [specify][As per Foreign Exchange (FX) Rate Linked Note Condition 6]
- (f) Number of Postponement Settlement Days: [[Two][specify]] [Business Days] [specify]
- (xii) Provisions applicable where EM Foreign Exchange (FX) Rate Provisions apply: [Applicable [in respect of [specify Subject Currencies to which these provisions apply where there is a Basket]]][Not Applicable]
- (Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency)
- (a) Provisions applicable to determining the Settlement Price: For the purpose of the definition of Settlement Price in Foreign Exchange (FX) Rate Linked Note Condition 6 [and [specify the relevant Subject Currency where more than one Subject Currency]:
- EM FX Price Source: [specify]
- EM Valuation Time: [specify]
- EM Scheduled Trading Day Jurisdiction: [specify]
- [Relevant Screen Page:] [specify]
- (b) EM Disruption Events: [Price Source Disruption]
- [Illiquidity Disruption]
- [Dual Exchange Rate]
- [General Inconvertibility]
- [General Non-Transferability]
- [Material Change in Circumstance]
- [Nationalisation]
- [Price Materiality, where:
- EM Price Materiality Percentage: [specify][3]%
- EM Primary Rate: [specify][The rate determined as set out in the definition of Settlement Price]
- EM Secondary Rate: [specify][[EM First Fallback Reference Price [and]][EM Second Fallback Reference Price]]
- (Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Events (or components thereof) also apply thereto)

- (c) EM Disruption Fallbacks: [EM Calculation Agent Determination]
- [EM First Fallback Reference Price, where:
- First Fallback EM FX Price Source:
[specify]
- First Fallback EM Valuation Time:
[specify]
- First Fallback EM Number of Settlement
Days: [specify]]
- [EM Second Fallback Reference Price, where:
- Second Fallback EM FX Price Source:
[specify]
- Second Fallback EM Valuation Time:
[specify]
- Second Fallback EM Number of Settlement
Days: [specify]]
- [EM Valuation Postponement]
- (Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)*
- (d) EM Maximum Days of Postponement: [specify]
- (Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)*
- (e) EM Cumulative Events: [Not Applicable][Applicable and EM Maximum Cumulative Days of Postponement means [specify]]
- (Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)*
- (f) EM Number of Settlement Days: [Two][Zero][specify other] [where Settlement Day Centre(s) means [specify]]
- (g) EM Number of Postponement Settlement Days: [[Two][specify]] [Business Days][EM Settlement Days] [specify]

PROVISIONS APPLICABLE TO REFERENCE ITEM RATE LINKED NOTES

49. Reference Item Rate Linked Note Provisions [Applicable][Not Applicable] [for the purposes of [determining the "Rate of Interest" specified in item 18(vi)] (insert where "Rate of Interest (viii) – Range

Accrual" applies under item 18(vi))], [and][the Automatic Early Redemption provisions]

[The [Floating][Fixed] Rate Note Provisions shall apply for the purposes of determining the Reference Item Rate on the basis of elections in this paragraph

(If not applicable, delete the remaining subparagraphs of this paragraph)

(If more than one Reference Item Rate is to be determined, include the following language: "Reference Item Rate [specify] is as follows:" and repeat items (i) to (vi) below for each such Reference Item Rate)

(i) Screen Rate Determination: [Applicable][Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Reference Item Rate: [specify]

(b) Interest Determination Date(s): [specify]

(e.g: Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR. Where the Rate of Interest is being used other than for a Floating Rate Note, ensure that this is not specified in respect of an Interest Period and the relevant Range Accrual Day may be specified where relevant for Range Accrual Notes.)

(c) Relevant Time: [specify]

for example 11:00 am, London time/Brussels time

(d) Relevant Screen Page: [specify]

(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)

(ii) Relevant Financial Centre: [specify][For example, London/Euro-zone (where Euro-zone means the region comprising the countries whose lawful currency is the euro)]

(iii) ISDA Determination: [Applicable][Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Floating Rate Option: [specify]

(b) Designated Maturity: [specify]

(c) Reset Date: [specify]

- (iv) [Reference Spread: [Reference Item Rate [1][2] minus Reference Item Rate [1][2]][Not Applicable]
- [See paragraph [] [above][below]
- (If a Reference Spread applies for each Interest Period, the Reference Spread shall be specified separately for each Interest Period.)*
- (v) Coupon Valuation Date(s): [specify][Not applicable]
- (vi) Rate Cut-Off Date: [specify] [See paragraph [specify][above][below][Not applicable]
- (vii) Business Day: As used in this item and for the purpose of determining the Reference Item Rate only, "**Business Day**" means [a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in [specify] [A Target2 Settlement Day][a "U.S. Government Securities Business Day", being any day except for a Saturday, Sunday or day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities.]
- [Not Applicable]

PROVISIONS APPLICABLE TO PHYSICAL DELIVERY

50. Provisions applicable to Physical Delivery: [Applicable][in accordance with Credit Linked Conditions and paragraph 44 above][Not Applicable]
- (If not applicable or the Notes are Credit Linked Notes, delete the remaining sub-paragraphs of this paragraph)*
- (i) Entitlement Amount: *(Insert formula, relevant value(s) and other related definitions from Payout Condition 4)*
- (ii) Relevant Asset(s): [specify]
- (iii) Cut-off Date: [specify][As specified in Condition 7]
- (iv) Settlement Business Day(s): [specify]
- (v) Delivery Agent: [specify] of [specify address]
- (vi) Assessed Value Payment Amount: [Applicable][Not Applicable]
- (vii) Failure to Deliver due to Illiquidity: [Applicable][Not Applicable]
51. Variation of Settlement: The Issuer [has][does not have] the option to vary settlement in respect of the Notes as set out in Condition 7(j)(ii).

GENERAL PROVISIONS APPLICABLE TO PARTLY PAID NOTES

52. Partly Paid Notes: [Applicable][Not Applicable]

(Conditions will need to be amended if the Partly Paid Notes are not Fixed Rate Notes or Floating Rate Notes which are which are not Reference Item Linked Notes and US counsel must be consulted if such Notes are also intended to be sold to US investors)

(If not applicable, delete the remaining subparagraphs of this paragraph)

- | | | | |
|-------|--|---|--------------------------|
| (i) | Part Payment Amounts and Part Payment Dates: | Part Payment Amount | Part Payment Date |
| | | [specify] | [Issue Date] |
| | | [specify] | [specify] |
| | | (Repeat as necessary) | |
| (ii) | Notice period for notice to be given by the Issuer in respect of each Part Payment Date: | [specify] [5] [Business Days'] notice | |
| (iii) | Notice period for notice to be given by the Issuer in respect of any early redemption of the Notes following non-payment of any Part Payment Amount: | [specify] [5] [Business Days'] notice | |
| (iv) | Part Payment Early Redemption Date (if any): | [specify] [5] [Business Days'] following the relevant Part Payment Date | |

GENERAL PROVISIONS APPLICABLE TO THE NOTES

53. **Form of Notes:**
- [Book-Entry Notes: [Uncertificated, dematerialised book-entry form notes (*anotaciones en cuenta*) registered with Iberclear] [as managing entity of the Central Registry][*other registry*]][*other*]
- [Bearer Notes:
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for definitive Bearer Notes in the limited circumstances specified in the Permanent Global Note]
- [Temporary Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Temporary Global Note]
- [Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
- [Registered Notes: [Restricted [U.S.] [International] Global Note Certificate registered in the name of a nominee for [DTC]] [Unrestricted [U.S.] [International] Global Note Certificate registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the

- New Safekeeping Structure (NSS))] *[Delete as applicable]*
54. Additional Business Centres: [Not Applicable] *[Insert Additional Business Centres]*
55. Additional Financial Centre for Condition 7(i) and other special provisions relating to Relevant Business Days: [Not Applicable] *[Insert Additional Financial Centre]* *[Specify any additional provisions relating to Relevant Business Days]*
- (Note that this item relates to the date and place of payment, and not Business Days)*
56. New Global Note Form: [Yes] [No] *(Note that Book-Entry Notes and Partly Paid Notes may not be issued in New Global Note form)*
57. Talons for future Coupons or Receipts to be attached to definitive Bearer Notes (and dates on which such Talons mature): [Yes/No. *If yes, insert dates*][Not Applicable]
58. Details relating to Instalment Notes: amount of each instalment ("**Instalment Amount**"), date on which each payment is to be made ("**Instalment Date**"): [Not Applicable] [**"Instalment Amount"** means *[insert amount]* per Calculation Amount and "**Instalment Date(s)**" means *[each of] [specify]*. *[For the avoidance of doubt, if any Instalment Date falls on or about the due date for the redemption of the Notes in full, the Instalment Amount will remain payable on the relevant Instalment Date.]*
59. Consolidation provisions: [Not Applicable][The provisions *[in Condition 13 (Further Issues)]* apply]
60. Calculation Agent: *[specify]* [Banco Santander, S.A.]

RESPONSIBILITY

The Issuer and the Guarantor accept responsibility for the information contained in these Pricing Supplement. *[(Relevant third party information) has been extracted from (specify source)].* Each of the Issuer and the Guarantor confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by *(specify source)*, no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

Signed on behalf of the Guarantor:

By: _____

By: _____

Duly authorised

Duly authorised

By: _____

Duly authorised

PART B – OTHER INFORMATION

1. LISTING

- (i) Listing [Insert Listing/None]
- (ii) Admission to trading [Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Notes to be admitted to listing on [specify market – note this must not be a regulated market] with effect from [] [Not Applicable.] [Delete as applicable]

[N.B.: To be inserted if Notes are listed on the Taipei Exchange: Application has [also] been made by the Issuer (or on its behalf) for the Notes to be admitted to listing and trading on the Taipei Exchange in the Republic of China ("TPEX"). Taipei Exchange ("TPEX") is not responsible for the content of this Pricing Supplement, the Base Prospectus [and the amendment[s] and/or supplement[s] thereto] and no representation is made by TPEX to the accuracy or completeness of these Pricing Supplement [and], the Base Prospectus [and the amendment[s] and/or supplement[s] thereto]. TPEX expressly disclaims any and all liability for any losses arising from, or as a result of the reliance on, all or part of the contents of this Pricing Supplement [and] the Base Prospectus [and the amendment[s] and/or supplement[s] thereto]. Admission to listing and trading of the Notes on TPEX shall not be taken as an indication of the merits of the Issuer, the Guarantor or the Notes. and the supplement[s] thereto No assurance can be given as to whether the Notes will be, or will remain, listed on TPEX. If the Notes fail to or cease to be listed on TPEX, certain investors may not invest in, or continue to hold or invest in, the Notes]

(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)

Taipei Exchange ("TPEX") is not responsible for the content of this Pricing Supplement, the Base Prospectus [and the amendment[s] and/or supplement[s] thereto] and no representation is made by TPEX to the accuracy or completeness of these Pricing Supplement [and], the Base Prospectus [and the amendment[s] and/or supplement[s] thereto]. TPEX expressly disclaims any and all liability for any losses arising from, or as a result of the reliance on, all or part of the contents of this Pricing Supplement [and] the Base Prospectus [and the amendment[s] and/or supplement[s] thereto]. Admission to listing and trading of the Notes on TPEX shall not be taken as an indication of the merits of the Issuer, the Guarantor or the Notes

- (iii) [Estimate of total []]
expenses related to
admission to trading:

2. RATINGS

Ratings: The Notes to be issued [[have been]/[are expected to be]] rated [insert details] by [insert the legal name of the relevant credit rating agency entity(ies)] [The Notes are not rated] [Delete as applicable]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE]

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

"Save as discussed in ["Plan of Distribution"] [and] "General Information", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."

4. [USE OF PROCEEDS]

The Notes are [Green Bonds] [Social Bonds] [Sustainable Bonds] and the net proceeds from the issuance of the Notes will be used as described in "Use of Proceeds" in the Base Prospectus]] *(Insert if applicable)*

5. OPERATIONAL INFORMATION

ISIN: []

Common Code: []

CUSIP Code: []

CFI: [[See/[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

FISN: [[See/[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A, and the relevant identification number(s): [Not Applicable]

Delivery: Delivery [against/free of] payment

Names and addresses of initial Paying Agent(s) (if any): []

Names and addresses of additional Paying Agent(s) (if any): []

Intended to be held in a manner which would allow Eurosystem eligibility: [Not Applicable]

[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,] *[include this text for registered notes held under the NSS]*] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] *[include this text if "yes" selected in which case the bearer Global Notes must be issued in NGN form/the registered Global Note Certificates must be held under the NSS]*

[No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper[[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,] *[include this text for Registered Note]*. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

6. DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated, names of Managers: [Not Applicable/ *give names*]
- (iii) Stabilisation Manager(s) (if any): [Not Applicable/*give names*]
- (iv) If non-syndicated, name of Dealer: []
- (v) US Selling Restrictions [Reg. S Compliance Category [1/2/3]; [TEFRA C/TEFRA D/TEFRA not applicable]]
- (vi) Additional Selling restrictions: [Not Applicable/*give details*]

[The Notes have not been, and shall not be, offered, sold or re-sold, directly or indirectly, to investors other than to "professional institutional investors" as defined under Paragraph 2, Article 4 of the Financial Consumer Protection Act of the ROC. Purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to a Professional Institutional

Investor. (Note that this item is to be inserted if Notes are admitted to trading on the TPEX)]

- (vii) Prohibition of Sales to EEA and UK Retail Investors: [Applicable[, other than with respect to offers or sales of the Notes, or the Notes otherwise being made available, in [specify jurisdiction(s) for which a PRIIPs KID is being prepared] [during the period[s] []]- [] [repeat periods as necessary]]/Not Applicable]

7. U.S. TAX CONSIDERATIONS

[The Notes are [not] Specified Notes for purposes of Section 871(m).] [Based on market conditions on the date of these Final Terms, the Issuer has made a preliminary determination that the Notes are [not] Specified Notes for purposes of Section 871(m). This is a preliminary determination only that is subject to change based on market conditions on the Issue Date. If the Issuer's final determination is different then it will give notice of such determination.] [Please contact [give name(s) and address(es) of Issuer contact] for further information regarding the application of Section 871(m) to the Notes.] (The Notes will not be Specified Securities if they (i) are issued prior to January 1, 2023 and are not "delta-one" for U.S. tax purposes or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Notes reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities and (i) are issued prior to January 1, 2023 and provide a return that does not differ significantly from the return on an investment in the underlying, or (ii) are issued on or after January 1, 2023, further analysis would be required.)

8. [ROC TAXATION]

[N.B.: To be inserted if Notes are listed on the Taipei Exchange: The following is a general description of the principal of the ROC tax consequences for investors receiving interest in respect of, or disposing of, the Notes and is of a general nature based on the Issuer's understanding of current law and practice. It does not purport to be comprehensive and does not constitute legal or tax advice.

This general description is based upon the law as in effect on the date hereof and that the Notes will be issued, offered, sold and re-sold, directly or indirectly, to professional institutional investors as defined under Paragraph 2, Article 4 of the Financial Consumer Protection Act of the ROC only. This description is subject to change potentially with retroactive effect. Investors should appreciate that, as a result of changing law or practice, the tax consequences may be otherwise than as stated below. Investors should consult their

professional advisers on the possible tax consequences of subscribing for, purchasing, holding or selling the Notes.]

Interest on the Notes

As the Issuer is not an ROC statutory tax withholder, there is no ROC withholding tax on the interest [or deemed interest] to be paid on the Notes.

ROC corporate holders must include the interest [or deemed interest]² receivable under the Notes as part of their taxable income and pay income tax at a flat rate of 20 per cent. (unless the total taxable income for a fiscal year is under NT\$120,000), as they are subject to income tax on their worldwide income on an accrual basis. The alternative minimum tax ("AMT") is not applicable.

Sale of the Notes

In general, the sale of corporate bonds or financial bonds is subject to a 0.1 per cent. securities transaction tax ("STT") on the transaction price. However, Article 2-1 of the Securities Transaction Tax Act prescribes that STT will cease to be levied on the sale of corporate bonds and financial bonds from 1 January 2010 to 31 December 2026. Therefore, the sale of the Notes will be exempt from STT if the sale is conducted on or before 31 December 2026. Starting from 1 January 2027, any sale of the Notes will be subject to STT at 0.1 per cent. of the transaction price, unless otherwise provided by the tax laws that may be in force at that time.

Capital gains generated from the sale of bonds are exempt from income tax. Accordingly, ROC corporate holders are not subject to income tax on any capital gains generated from the sale of the Notes. However, ROC corporate holders should include the capital gains in calculating their basic income for the purpose of calculating their AMT. If the amount of the AMT exceeds the ordinary income tax calculated pursuant to the Income Basic Tax Act of the ROC (also known as the AMT Act), the excess becomes the ROC corporate holders' AMT payable. Capital losses, if any, incurred by such holders may be carried over 5 years to offset against capital gains of the same category of income for the purposes of calculating their AMT.

[Specify]

9. [ROC SETTLEMENT AND TRADING]

[N.B.: To be inserted if Notes are listed on the Taipei Exchange: An investor with a securities book-entry account with a ROC securities broker and a foreign currency deposit account with a ROC bank may request the approval of the Taiwan Depository &

² Applicable for Zero Coupon Notes only.

Clearing Corporation ("**TDCC**") to the settlement of the Notes through the account of TDCC with Euroclear or Clearstream, Luxembourg and if such approval is granted by the TDCC, the Notes may be so cleared and settled. In such circumstances, TDCC will allocate the respective Notes position to the securities book-entry account designated by such investor in the ROC. The Notes will be traded and settled pursuant to the applicable rules and operating procedures of TDCC and the TPEx as domestic bonds.

In addition, an investor may apply to TDCC (by filing in a prescribed form) to transfer the Notes in its own account with Euroclear or Clearstream, Luxembourg to the TDCC account with Euroclear or Clearstream, Luxembourg for trading in the domestic market or vice versa for trading in overseas markets.

For such investors who hold their interests in the Notes through an account opened and held by TDCC with Euroclear or Clearstream, Luxembourg, distributions of principal and/or interest for the Notes to such holders may be made by payment services banks whose systems are connected to TDCC to the foreign currency deposit accounts of the holders. Such payment is expected to be made on the second ROC business day following TDCC's receipt of such payment (due to time difference, the payment is expected to be received by TDCC one ROC business day after the distribution date). However, when the holders will actually receive such distributions may vary depending upon the daily operations of the ROC banks with which the holder has the foreign currency deposit account.]

10. **SPECIFIC BASIS BUY-BACK** [Applicable] [Not Applicable]
PROVISIONS

(If not applicable, delete the remaining sub- paragraph of this paragraph 10)

(The Specific Basis Buy-Back Provisions may only apply where Banco Santander, S.A. acts as the sole Dealer and the Calculation Agent and where the Specified Denomination in respect of each Note is equal to at least Euro 100,000 (or its equivalent amount in the Specified Currency))

[The value of the Notes prior to the Maturity Date shall reflect and shall be calculated on the basis of but will not necessarily be the same as the Market Value of the Underlying Transactions if any at the relevant time. In the event that the Issuer accepts a request to buy-back the Notes, the price at which the Issuer will buy-back the Notes (the "**Buy-Back Price**") will be determined taking into consideration but will not necessarily be the same as the Market Value of the Underlying Transactions.]

- (a) Notice period: [Not less than] [[5/[●]] Business Days][*specify*]
- Underlying Transactions: Information relating to:
 - (i) the calculation of the interest basis in respect of the Notes (unbundling), in particular, information relating to the Extra-Yield (being the additional remuneration paid in respect of the Notes compared to other debt instruments with equivalent payments but to which the Specific Basis Buy-Back Provisions do not apply); and
 - (ii) the Underlying Transactions, if any, and any changes thereto,

shall be published on [[●]] [the website of Euronext Dublin (www.ise.ie)] [*specify alternative method of publication*].
 - Issuer contact details for notices: Santander International Products Public Limited Company
[*specify address*]
[*specify e-mail*]

FORM OF NOTES

General

Unless otherwise specified in the Applicable Transaction Terms, the Notes shall be represented initially by one or more Notes in global form.

Registered Notes shall be represented initially by one or more global Notes in registered form, without Coupons (each, a "**Global Note Certificate**").

If so specified in the Applicable Transaction Terms, Registered Notes may be represented, in whole or in part, by a U.S. Global Note Certificate (as defined below), that is registered in the name of DTC, as depositary, or a successor or nominee thereof, and which shall be deposited on behalf of the purchasers thereof with a custodian for DTC. Beneficial interests in the Restricted U.S. Global Note Certificates and Unrestricted U.S. Global Note Certificates (each as defined below) shall be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC. Purchasers of Notes may elect to hold interests in Restricted U.S. Global Note Certificates or, as the case may be, Unrestricted U.S. Global Note Certificates through any of DTC (in the United States), Clearstream, Luxembourg or Euroclear if they are participants in such systems or indirectly through organisations which are participants in such systems.

If so specified in the Applicable Transaction Terms, Registered Notes may be represented, in whole or in part, by an International Global Note Certificate (as defined below) that is deposited with or on behalf of a common depositary or, in the case of an International Global Note Certificate to be held under the New Safekeeping Structure (as defined below), a common safekeeper, for Euroclear and Clearstream, Luxembourg, or a nominee thereof for credit to the respective accounts of beneficial owners of the Notes represented thereby. Beneficial interests in the Restricted International Global Note Certificates and Unrestricted International Global Note Certificates (each as defined below) shall be represented through book-entry accounts of participants in Euroclear and/or Clearstream, Luxembourg. Purchasers of Notes may elect to hold interests in Restricted International Global Note Certificates or, as the case may be, Unrestricted International Global Note Certificates through any of Euroclear or Clearstream, Luxembourg if they are participants in such systems or indirectly through organisations which are participants in such systems. International Global Note Certificates will be subject to the restrictions and procedures referred to under "*International Global Note Certificates*" below.

Bearer Notes shall be represented initially by a temporary global Note in bearer form, without Coupons (a "**Temporary Global Note**"), which shall be deposited (a) in the case of a global Note which is not intended to be issued in new global note form (a "**Classic Global Note**" or "**CGN**"), as specified in the relevant Applicable Transaction Terms, with or on behalf of a common depositary located outside the United States for Euroclear and Clearstream, Luxembourg; or (b) in the case of a global Note which is intended to be issued in new global note form (a "**New Global Note**" or "**NGN**"), as specified in the relevant Applicable Transaction Terms, with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Beneficial interests in such Temporary Global Note shall be exchangeable for beneficial interests in a permanent global Note in bearer form, without coupons (a "**Permanent Global Note**" and each of a Temporary Global Note and a Permanent Global Note, a "**Global Note**"), in an equal aggregate principal amount, not earlier than the 40th day after the applicable closing date upon certification of non-U.S. ownership, as set forth in the Programme Manual. Such exchange will be made upon certification to the effect that the holder is (i) a person that is not a United States person, (ii) a United States person that is (A) a foreign branch of a United States financial institution (as defined in United States Treasury Regulations Section 1.165-12(c)(1)(iv)) subscribing for or purchasing for its own account or for resale or (B) a United States person who acquired Notes through a foreign branch of a United States financial institution and who holds the Notes through such financial institution on the date of such certification (and in each case (A) or (B), that the financial institution agrees to comply with the requirements of section 165(j)(3)(A), (B) or (C) of the United States Internal Revenue Code of 1986 and the United States Treasury Regulations promulgated thereunder) or (iii) a financial institution that acquired Notes for purposes of resale during the restricted period (as defined in United States Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7) (or any successor United States Treasury Regulations Section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010)), and such financial institution certifies that it has not acquired the Notes for purposes of resale directly or indirectly within the United States or its possessions or to a United States person. A financial institution, whether or not described in (i) or (ii) above, that purchases Notes for purposes of resale during the restricted period, may only give the certification described in (iii) above. Except in the limited circumstances described below or as otherwise set forth in the Applicable Transaction Terms, owners of beneficial interests in the Global

Notes shall not be entitled to receive Notes in definitive form. For details of how Notes may be transferred see "Terms and Conditions of the Notes—Condition 2 (*Form, Denomination and Title*)".

In the United States securities market, the presumption is that settlement of all trades of Notes will occur on the basis of the trade date plus two business days.

Registered Notes may be evidenced by one or more Global Note Certificates in an aggregate principal amount equal to the principal amount of the Notes of such Series, which shall be exchangeable in the limited circumstances described below for Registered Notes in definitive form, each evidenced by an individual note certificate (an "**Individual Note Certificate**").

Bearer Notes will initially be issued in the form of a Temporary Global Note, without Coupons, in an initial aggregate principal amount equal to the principal amount of the Notes of such Series, which shall be exchangeable as described below.

Where the Global Notes issued in respect of any Tranche are in New Global Note form ("NGN") or the International Global Note Certificates are held under the New Safekeeping Structure ("NSS"), as the case may be, the Applicable Transaction Terms will also indicate whether or not such Global Notes or International Global Note Certificates are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Global Notes or the International Global Note Certificates are so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The common safekeeper for NGNs and International Global Note Certificates which are held under NSS will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear or Clearstream, Luxembourg.

Global Note Certificates

General

Unless otherwise specified in the relevant Applicable Transaction Terms, Registered Notes of the same Series will be represented, in whole or in part, by either (i) a Restricted Global Note Certificate and/or an Unrestricted Global Note Certificate that is registered in the name of a nominee for DTC and deposited on or about the relevant issue date with the custodian for DTC, for credit to the respective accounts of beneficial owners of the Notes represented thereby (respectively, a "**Restricted U.S. Global Note Certificate**" and an "**Unrestricted U.S. Global Note Certificate**" and each a "**U.S. Global Note Certificate**") or (ii) a Restricted Global Note Certificate and/or an Unrestricted Global Note Certificate that is either (a) registered in the name of a common depository (or its nominee) for Euroclear and/or Clearstream, Luxembourg and deposited on or about the relevant issue date with such common depository (in the case of a Certificate that is not to be held under the New Safekeeping Structure), or (b) registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and deposited on or about the relevant issue date with such common safekeeper (in the case of a Certificate that is to be held under the New Safekeeping Structure), in each case for credit to the respective accounts of beneficial owners of the Notes represented thereby (respectively, a "**Restricted International Global Note Certificate**" and an "**Unrestricted International Global Note Certificate**" and each an "**International Global Note Certificate**").

U.S. Global Note Certificates and International Global Note Certificates will be sold in reliance on specific registration exemptions of the Securities Act. U.S. Global Note Certificates will be subject to special restrictions and procedures referred to under "*U.S. Global Note Certificates*" below, and International Registered Global Notes will be subject to special restrictions and procedures referred to under "*International Global Note Certificates*" below.

U.S. Global Note Certificates

Notes that are sold in reliance on Rule 144A will be represented by a Restricted U.S. Global Note Certificate, unless otherwise specified in the Applicable Transaction Terms. A Restricted U.S. Global Note Certificate in the form provided in the Programme Manual (and any Notes issued in exchange therefor) will be subject to certain restrictions on transfer set forth therein and will bear the legend regarding such restrictions described under "*Transfer Restrictions*".

Registered Notes that are sold outside the United States in reliance on Regulation S will be represented by an Unrestricted U.S. Global Note Certificate, unless otherwise specified in the Applicable Transaction Terms. On or

prior to the 40th day after the later of the commencement of the offering and the date of delivery of the Notes represented by an Unrestricted U.S. Global Note Certificate, a beneficial interest therein may be transferred to a person who takes delivery in the form of an interest in a Restricted U.S. Global Note Certificate of the same Series, but only upon receipt by the Registrar of a written certification from the transferor (in the form provided in the Programme Manual) to the effect that such transfer is being made to a person who the transferor reasonably believes is purchasing for its own account or accounts as to which it exercises sole investment discretion and that such person and each such account is a QIB within the meaning of Rule 144A, in each case in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. After such 40th day, such certification requirement will no longer apply to such transfers.

Beneficial interests in a Restricted U.S. Global Note Certificate may be transferred to a person who takes delivery in the form(s) of an interest in an Unrestricted U.S. Global Note Certificate of the same Series, whether before, on or after such 40th day, but only upon receipt by the Registrar of a written certification from the transferor (in the form provided in the Programme Manual) to the effect that such transfer is being made outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act or pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) and that, if such transfer occurs on or prior to such 40th day, the interest transferred will be held immediately thereafter through Euroclear or Clearstream, Luxembourg.

Any beneficial interest in a U.S. Global Note that is transferred to a person who takes delivery in the form of a beneficial interest in another U.S. Global Note Certificate of the same Series will, upon transfer, cease to be a beneficial interest in the first mentioned U.S. Global Note Certificate, will become a beneficial interest in such other U.S. Global Note Certificate and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other U.S. Global Note Certificate for as long as it remains such a beneficial interest.

Book-Entry System (DTC)

Upon the issuance of a U.S. Global Note Certificate, DTC or its custodian will credit, on its internal system, the respective principal amount of the individual beneficial interests represented by such U.S. Global Note Certificate to the accounts of persons who have accounts with DTC. Ownership of beneficial interests in a U.S. Global Note Certificate will be limited to persons who have accounts with DTC (including Euroclear and Clearstream, Luxembourg), or persons who hold interests through participants. Ownership of beneficial interests in a U.S. Global Note Certificate will be shown on, and the transfer of that ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants), which may include Euroclear and Clearstream, Luxembourg, as described below.

So long as DTC, or its nominee, is the registered holder of a U.S. Global Note Certificate, DTC or such nominee, as the case may be, will be considered the sole owner and holder of the Notes represented by such U.S. Global Note Certificate for all purposes under the Agency Agreement and the Notes. Unless DTC notifies the Issuer that it is unwilling or unable to continue as depository for such Note, or ceases to be a "clearing agency" registered under the Exchange Act, or an Event of Default has occurred and is continuing with respect to such Note, DTC is at any time unwilling or unable to continue as a depository and a successor depository is not appointed by the Issuer within 90 days or, in respect of an Unrestricted U.S. Global Note Certificate only, Euroclear or Clearstream, Luxembourg or DTC is closed for business for a continuous period of 14 days or announces an intention to permanently cease business or an Event of Default has occurred and is continuing with respect to such Note, the Issuer will (i) issue Restricted Individual Note Certificates in exchange for the relevant Restricted U.S. Global Note Certificate and/or (ii) issue an Unrestricted Individual Note Certificate in exchange for the relevant Unrestricted U.S. Global Note Certificates. In the case of Restricted Individual Note Certificates issued in exchange for Restricted U.S. Global Note Certificates, such Restricted Individual Note Certificates will bear, and be subject to, the legend described under "*Transfer Restrictions*". Except in the limited circumstances described in this paragraph, owners of beneficial interests in a U.S. Global Note Certificate will not be entitled to receive physical delivery of Individual Note Certificates. In addition, no beneficial owner of an interest in a U.S. Global Note Certificate will be able to transfer that interest except in accordance with DTC's applicable procedures (in addition to those under the Agency Agreement and, if applicable, those of Euroclear and Clearstream, Luxembourg as participants of DTC).

Investors may hold their interests in an Unrestricted U.S. Global Note Certificate through Euroclear or Clearstream, Luxembourg (as participants of DTC), if they are participants in such systems, or indirectly through

organisations which are participants in such systems. Beginning 40 days after the later of the commencement of the offering and the date of delivery of the Notes represented by such Unrestricted U.S. Global Note Certificate (but not earlier), investors may also hold such interests through organisations other than Euroclear and Clearstream, Luxembourg that are participants in the DTC system. Euroclear and Clearstream, Luxembourg will hold interests in an Unrestricted U.S. Global Note Certificate on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositaries, which in turn will hold such interests in customers' securities accounts in the depositaries' names on the books of DTC.

Investors may hold their interests in a Restricted U.S. Global Note Certificate directly through DTC, if they are participants in such system, or indirectly through organisations which are participants in such system.

Payments of the principal of and any premium, interest, and other amounts on any U.S. Global Note Certificate will be made to DTC or its nominee, as the registered owner thereof. Neither the Issuer, the Guarantor, the Registrar, the Transfer Agent nor any Paying Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in a U.S. Global Note Certificate or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

The Issuer expects that DTC or its nominee, upon receipt of any payment in respect of a U.S. Global Note Certificate held by it or its nominee, will immediately credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of such U.S. Global Note Certificate as shown on the records of DTC or its nominee. The Issuer also expects that payments by participants to owners of beneficial interests in a U.S. Global Note Certificate held through such participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Transfers between participants in DTC will be effected in accordance with DTC's procedures and will be settled in same-day funds. The laws of some states of the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer beneficial interests in a U.S. Global Note Certificate to such persons may be limited. Because DTC can only act on behalf of participants, who in turn act on behalf of indirect participants and certain banks, the ability of a person having a beneficial interest in a U.S. Global Note Certificate to pledge such interest to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate of such interest. Transfers between participants in Euroclear and Clearstream, Luxembourg will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the Notes described above, cross-market transfers between DTC, on the one hand, and directly or indirectly through Euroclear or Clearstream, Luxembourg participants, on the other hand, will be effected in DTC in accordance with DTC rules on behalf of Euroclear or Clearstream, Luxembourg, as the case may be, by its respective depositary; however, such crossmarket transactions will require delivery of instructions to Euroclear or Clearstream, Luxembourg, as the case may be, by the counterparty in such system in accordance with its rules and procedures and within its established deadlines. Euroclear or Clearstream, Luxembourg, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in any U.S. Global Note Certificate in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream, Luxembourg participants may not deliver instructions directly to the depositaries for Euroclear or Clearstream, Luxembourg.

Because of time zone differences, the securities account of a Euroclear or Clearstream, Luxembourg participant purchasing an interest in a U.S. Global Note Certificate from a DTC participant will be credited during the securities settlement processing day (which must be a business day for Euroclear or Clearstream, Luxembourg, as the case may be) immediately following the DTC settlement date and such credit of any transactions in interests in a U.S. Global Note Certificate settled during such processing day will be reported to the relevant Euroclear or Clearstream, Luxembourg participant on such day. Cash received in Euroclear or Clearstream, Luxembourg as a result of sales of interests in a U.S. Global Note Certificate by or through a Euroclear or Clearstream, Luxembourg participant will be received for value on the DTC settlement date but will be available in the relevant Euroclear or Clearstream, Luxembourg cash account only as of the business day following settlement in DTC.

DTC has advised the Issuer that it will take any action permitted to be taken by a holder of a U.S. Global Note Certificate (including the presentation of Notes for exchange as described below) only at the direction of one or

more participants to whose account with DTC interests in such U.S. Global Note Certificate are credited and only in respect of such portion of the aggregate principal amount of such U.S. Global Note Certificate as to which such participant or participants has or have given such direction. However, if there is an Event of Default under a U.S. Global Note Certificate, DTC will exchange such U.S. Global Note Certificate for Individual Note Certificates, which it will distribute to its participants.

DTC has advised the Issuer as follows: DTC is a limited purpose trust company organised under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Participants include securities brokers and dealers, banks, trust companies and clearing corporations and may include certain other organisations. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

Although DTC, Clearstream, Luxembourg and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of interests in the U.S. Global Note Certificates among participants of DTC, Clearstream, Luxembourg and Euroclear, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither the Issuer nor the Guarantor will have any responsibility for the performance by DTC, Clearstream, Luxembourg or Euroclear or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

International Global Note Certificates

If so specified in the Applicable Transaction Terms, Registered Notes sold to qualified institutional buyers in reliance on Rule 144A under the Securities Act will initially be represented, in whole or in part, by a Restricted International Global Note Certificate. If so specified in the Applicable Transaction Terms, Registered Notes sold to non-U.S. persons outside the United States in reliance on Regulation S will be represented, in whole or in part, by an Unrestricted International Global Note Certificate. International Global Note Certificates will be either (i) registered in the name of a common depository (or its nominee) for Euroclear and/or Clearstream, Luxembourg and deposited on or about the relevant issue date with such common depository (in the case of a Certificate that is not to be held under the New Safekeeping Structure), or (ii) registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and deposited on or about the relevant issue date with such common safekeeper (in the case of a Certificate that is to be held under the New Safekeeping Structure), in each case for credit to the respective accounts of beneficial owners of the Notes represented thereby.

Investors may hold their interests in an International Global Note Certificate through Euroclear or Clearstream, Luxembourg, if they are participants in such systems, or indirectly through organisations that are participants in such systems. Euroclear and Clearstream, Luxembourg will hold interests in an International Global Note Certificate on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories or safekeepers, as applicable.

So long as the common depository, or, in the case of a Certificate to be held under the New Safekeeping Structure, the common safekeeper, or the relevant nominee, is the registered holder of an International Global Note Certificate, the common depository, common safekeeper or such nominee, as the case may be, will be considered the sole owner and holder of the Notes represented by the relevant International Global Note Certificate for all purposes under the Agency Agreement and such Notes. Holders of beneficial interests in an International Global Note Certificate will not be entitled to have any portion of such International Global Note Certificate registered in their names, will not receive or be entitled to receive delivery of Individual Note Certificates in exchange for their interests in an International Global Note Certificate and will not be considered the owners or holders of such International Global Note Certificate (or any Notes represented thereby) under the Agency Agreement or the Notes. In addition, no beneficial owner of an interest in an International Global Note Certificate will be able to transfer that interest except in accordance with applicable procedures of Euroclear and Clearstream, Luxembourg (in addition to those under the Agency Agreement referred to herein).

Payments of the principal of and any premium, interest and other amounts on any International Global Note Certificate will be made to the common depository, common safekeeper or its nominee as the registered owner thereof. Neither the Issuer, the Guarantor, the Registrar, the Transfer Agent nor any Paying Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial

ownership interests in an International Global Note Certificate or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

The Issuer expects that each of Euroclear and Clearstream, Luxembourg, upon receipt of any such payment in respect of an International Global Note Certificate represented by a Global Note Certificate held by a common depositary or common safekeeper (or its nominee), will immediately credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the International Global Note Certificate evidenced by such Global Note Certificate as shown on the records of Euroclear or Clearstream, Luxembourg, as the case may be. The Issuer also expects that payments by participants to owners of beneficial interests in an International Global Note Certificate held through such participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Transfers between participants in Euroclear and Clearstream, Luxembourg will be effected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg and will be settled in immediately available funds.

International Global Note Certificates will bear a legend to the effect set forth in "*Transfer Restrictions*". Book-entry interests in International Global Note Certificates will be subject to the restrictions on transfers and certification requirements discussed under "*Transfer Restrictions*".

Transfer of ownership interests in a Restricted International Global Note Certificate ("**Restricted Book-Entry Interests**") to persons wishing to take delivery of Restricted Book-Entry Interests will at all times be subject to such transfer restrictions.

Restricted Book-Entry Interests may be transferred to a person who takes delivery in the form of any ownership interests in an Unrestricted International Global Note Certificate ("**Unrestricted Book-Entry Interests**") only upon delivery by the transferor of a written certification (in the form provided in the Programme Manual) to the effect that such transfer is being made in accordance with Regulation S or Rule 144 (if available) under the Securities Act. Prior to 40 days after the date of initial issuance of the Notes, ownership of Unrestricted Book-Entry Interests will be limited to persons that have accounts with Euroclear or Clearstream, Luxembourg or persons who hold interests through Euroclear or Clearstream, Luxembourg and any sale or transfer of such interest to U.S. persons shall not be permitted during such period unless such resale or transfer is made pursuant to Rule 144A.

Unrestricted Book-Entry Interests may be transferred to a person who takes delivery in the form of Restricted Book-Entry Interests only upon delivery by the transferor of a written certification (in the form provided in the Programme Manual) to the effect that such transfer is being made to a person who the transferor reasonably believes is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A or otherwise in accordance with the transfer restrictions described under "*Transfer Restrictions*" and in accordance with any applicable securities laws of any other jurisdiction.

Any beneficial interest in an International Global Note Certificate that is transferred to a person who takes delivery in the form of a beneficial interest in another International Global Note Certificate will, upon transfer, cease to be a beneficial interest in the first mentioned International Global Note Certificate and will become a beneficial interest in such other International Global Note Certificate and, accordingly, will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to beneficial interests in such other International Global Note Certificate for as long as it remains such a beneficial interest.

Modifications to the Conditions of Notes represented by Global Note Certificates

Payments: Notwithstanding the provisions of Condition 7(b) (*Payments, Talons and Physical Delivery – Registered Notes*), the "**Record Date**" for the purposes of payments in respect of Registered Notes represented by Global Note Certificates shall be the close of business (in the relevant clearing system), on the Clearing System Business Day before the due date for payment thereof, where "**Clearing System Business Day**" means a day on which each clearing system for which the Registered Note is being held is open for business.

Notices: Notwithstanding Condition 14 (*Notices*), so long as a Global Note Certificate is held on behalf of Euroclear, Clearstream, Luxembourg, DTC or any other clearing system, notices to Noteholders of Notes represented by the Global Note Certificate may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg, DTC or (as the case may be) such other clearing system and, in any case, such notices shall be deemed to have been given in accordance with Condition 14 (*Notices*) on the date of delivery to Euroclear,

Clearstream, Luxembourg or DTC and/or such other clearing system. In addition, for so long as such Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules.

Exercise of call option: In connection with an exercise of the option contained in Condition 6(e) (*Redemption at the Option of the Issuer and Exercise of Issuer's Options*) in respect of some but not all of the Notes, the Notes represented by the relevant Global Note Certificate may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions, and the Notes to be redeemed will be selected in accordance with the standard rules and procedures of Euroclear, Clearstream, Luxembourg (this shall be recorded in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion) or DTC or any other clearing system (as the case may be).

Exercise of put option: In order to exercise the option contained in Condition 6(f) (*Redemption at the Option of Noteholders and holders' Exercise of Noteholder's Options*) the registered holder must, within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions, give notice to the Principal Paying Agent substantially in the form of the notice available from any Paying Agent, stating the principal amount of Notes in respect of which the option is exercised and at the same time presenting the relevant Global Note Certificate to the Principal Paying Agent, or to a Paying Agent for notation. Any such notice shall be irrevocable and may not be withdrawn.

Physical Delivery in relation to International Global Note Certificates: In order to obtain delivery of any Entitlement in respect of any Physical Delivery Note represented by an International Global Note Certificate, any Asset Transfer Notice should be delivered to the Principal Paying Agent in the manner acceptable to Euroclear or Clearstream, Luxembourg which is expected to be by authenticated SWIFT message and must include an irrevocable instruction to the relevant clearing system to debit the relevant securities account with the relevant Notes on or before the date of delivery of the Entitlement.

Bearer Notes

Bearer Notes shall initially be issued in the form of a Temporary Global Note, without Coupons, in an initial aggregate principal amount equal to the principal amount of the Notes of such Series, which shall be exchangeable, unless otherwise specified in the Applicable Transaction Terms, (i) for a Permanent Global Note, without Coupons attached, which shall in turn be exchangeable (in whole, but not in part) in limited circumstances in the form of definitive Bearer Notes, with or without Coupons attached, or for interests in a Certificate of such Series, (ii) in whole but not in part, directly for definitive Bearer Notes, with or without Coupons attached, which shall in turn be exchangeable at the option of the Noteholder for interests in a Certificate of such Series or (iii) directly for interests in a Certificate. Purchasers in the United States (including its territories, its possessions and other areas subject to its jurisdiction) will not be able to receive Bearer Notes.

The Principal Paying Agent shall deliver each Temporary Global Note executed and authenticated: (1) in the case of a Classic Global Note, to the common depository; or (2) in the case of an NGN, to the common safekeeper in each case for the benefit of Euroclear and Clearstream, Luxembourg for credit against payment in immediately available funds on the date of settlement to the respective accounts of the holders of the Notes of the Series represented by such Temporary Global Note.

The bearer of a Global Note will be considered the sole owner and holder of the Notes represented by such Global Note for all purposes under the Agency Agreement and such Notes. Owners of beneficial interests in a Global Note will not be considered the owners or holders of such Global Note (or any Notes represented thereby) under the Agency Agreement or the Notes. In addition, no beneficial owner of an interest in a Global Note will be able to transfer that interest except in accordance with applicable procedures of Euroclear and Clearstream, Luxembourg (in addition to those under the Agency Agreement referred to herein).

Payments of the principal of and any premium, interest and other amounts on any Global Note will be made to the bearer thereof. Neither the Issuer, the Guarantor nor any Paying Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in a Global Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

The Issuer expects that each of Euroclear and Clearstream, Luxembourg, upon receipt of any such payment in respect of a Global Note held by a common depository or its nominee or by a common safekeeper, will

immediately credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of such Global Note as shown on the records of Euroclear or Clearstream, Luxembourg, as the case may be. The Issuer also expects that payments by participants to owners of beneficial interests in a Global Note held through such participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

On or after the date (the "**Exchange Date**") which is the earlier of (i) the first Business Day following the expiration of a period of 40 days after the date on which the Notes of such Series were issued and (ii) the first day on which interest, if any, is paid on the Notes of such Series, beneficial interests in the Temporary Global Note of a Series as to which the Principal Paying Agent has received certification as to the non-U.S. beneficial ownership thereof as required by United States Treasury Regulations and as set forth in the Programme Manual, interests in the Temporary Global Note will, upon presentation thereof to or to the order of the Principal Paying Agent, be exchanged (i) for interests in a Permanent Global Note of such Series, (ii) directly for interests in a Global Note Certificate of such Series, or (iii) in whole but not in part, directly for one or more definitive Bearer Notes of the same Series, in each case pursuant to the procedures set forth in the next paragraph, with respect to that portion of such Temporary Global Note; provided, however, that, if definitive Bearer Notes and (if applicable) Coupons have already been issued in exchange for a portion of such Temporary Global Note or for all of the Notes represented for the time being by such Permanent Global Note because Euroclear and/or Clearstream, Luxembourg do not regard the Permanent Global Note to be fungible with such definitive Bearer Notes, then such Temporary Global Note may only thereafter be exchanged for definitive Bearer Notes and (if applicable) Coupons pursuant to the terms of the Agency Agreement and of such Notes.

If the Applicable Transaction Terms specifies that a Temporary Global Note is exchangeable for definitive Bearer Notes or a Permanent Global Note becomes exchangeable for definitive Bearer Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of definitive Bearer Notes (or, as described below, Certificates) to the order of the Principal Paying Agent within 30 days of the bearer requesting exchange, and, in the case of a Temporary Global Note in respect of which the Applicable Transaction Terms specifies that the D Rules are applicable, upon receipt of the certifications required by United States Treasury Regulations referred to above.

Any definitive Bearer Note delivered in exchange for a beneficial interest in a Temporary Global Note or Permanent Global Note shall bear substantially the same legends as are set forth on the face of the Temporary or Permanent Global Note for which it was exchanged. No Bearer Note may be delivered nor may any interest be paid on any Bearer Note until the person entitled to receive such Bearer Note or such interest furnishes the certifications required by United States Treasury Regulations referred to above.

Where the Applicable Transaction Terms specifies that the Notes are "Exchangeable Bearer Notes" then, upon the conditions set out in the Agency Agreement, Permanent Global Notes and definitive Bearer Notes representing such Notes may be exchanged for the same aggregate principal amount of Individual Note Certificates of the same Series in authorised denominations, or, if so indicated in the Applicable Transaction Terms, for beneficial interests in a Global Note Certificate, at the request in writing of the Holder and, in the case of an exchange of definitive Bearer Notes, upon surrender of such definitive Bearer Notes to be exchanged (together with all unmatured Coupons, if any, relating to it) to the specified office of the Registrar, its duly authorised agent or any other Transfer Agent. Where, however, an Exchangeable Bearer Note is surrendered for exchange after the Clearing System Business Day before the due date for any payment of interest or any Instalment Amount, or such other record Date as may be applicable, the Coupon in respect of that payment of interest or Receipt in respect of that Instalment Amount need not be surrendered with it.

No holder of any Note may require a Permanent Global Note or definitive Bearer Note to be exchanged for a Registered Note during the period of 15 days ending on the due date for any payment of principal on that Note. Notes issued pursuant to the exchanges described above will be available from the specified office of the Registrar, its duly authorised agent or any other Transfer Agent (including the Transfer Agent located in Luxembourg).

Subject as provided below, until exchanged in full, Global Notes of a Series shall in all respects be entitled to the same benefits under the Agency Agreement as definitive Bearer Notes of such Series authenticated and delivered thereunder, except that principal of and any premium, interest, additional amounts and other amounts on a Temporary Global Note will not be payable unless a certification, as described herein, is given by the persons appearing in the records of Euroclear or Clearstream, Luxembourg as the owner of the Temporary Global Note or portions thereof being presented for payment, and unless a corresponding certification by Euroclear or Clearstream, Luxembourg shall have been delivered prior to each such date on which such amounts are to be paid.

Modifications to the Conditions of Notes represented by Global Notes

Each Global Note will contain provisions which modify the Conditions of the Notes as they apply to the Global Note. The following is a summary of certain of those provisions:

Notices: Notwithstanding Condition 14 (*Notices*), while any Notes are represented by a Temporary Global Note or a Permanent Global Note deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 14 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system except that for so long as such Notes are listed on the regulated market of Euronext Dublin and its rules so require, notices will also be published in a leading newspaper having general circulation in Ireland (which is expected to be the *Financial Times*).

In relation to the Permanent Global Note only:

Exercise of call option: In connection with an exercise of the option contained in Condition 6(e) (*Redemption at the Option of the Issuer and Exercise of Issuer's Options*) in respect of some but not all of the Notes, the Permanent Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will be selected in accordance with the standard procedures of Euroclear, Clearstream, Luxembourg (this shall be recorded in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion) or any other clearing system (as the case may be).

Exercise of put option: In order to exercise the option contained in Condition 6(f) (*Redemption at the Option of Noteholders and holders' Exercise of Noteholder's Options*) the bearer of the Permanent Global Note must, within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions, give notice to the Principal Paying Agent substantially in the form of the notice available from any Paying Agent stating the principal amount of Notes in respect of which the option is exercised and at the same time presenting the Permanent Global Note to the Principal Paying Agent, or to a Paying Agent for notation. Any such notice shall be irrevocable and may not be withdrawn.

Physical Delivery: In order to obtain delivery of any Entitlement in respect of any Physical Delivery Note represented by a Global Note, any Asset Transfer Notice should be delivered to the Principal Paying Agent in the manner acceptable to Euroclear or Clearstream, Luxembourg which is expected to be by authenticated SWIFT message and must include an irrevocable instruction to the relevant clearing system to debit the relevant securities account with the relevant Notes on or before the date of delivery of the Entitlement.

The following legend will appear on all Permanent Global Notes and definitive Bearer Notes and any related Coupons or Talons relating to such Notes where TEFRA D is specified in the Applicable Transaction Terms:

"Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code."

The sections referred to in the above legend provide that a United States taxpayer, with certain exceptions, will not be permitted to deduct any loss, and will not be eligible for capital gains treatment with respect to any gain realised on any sale, exchange or redemption of Bearer Notes or any related Coupons.

Notwithstanding any other provision herein, Bearer Notes with maturities of one year or less may be issued.

Book-Entry Notes

Book-Entry Notes admitted to trading on AIAF and other Spanish regulated markets

Notes may be issued in uncertificated, dematerialised book-entry form (*anotaciones en cuenta*) ("**Book-Entry Notes**"). Book-Entry Notes which are admitted to trading on the AIAF Fixed Income Securities Market ("**AIAF**") of the Spanish Stock Exchange will be issued as "*anotaciones en cuenta*" and registered with *Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Unipersonal* ("**Iberclear**") as managing entity of the Central Registry. Such Book-Entry Notes will be constituted as such by virtue of their entry in the corresponding accounting book of Iberclear.

The holders of Book-Entry Notes which are admitted to trading on AIAF will be identified as such (on their own account or for the account of third parties) in the accounting book maintained by Iberclear or the relevant member (*entidad participante*) of Iberclear ("**Iberclear Member**") (as the case may be). The clearing and settlement of the Book-Entry Notes which are admitted to trading on AIAF will be carried out in accordance with the operating rules that are established by or in the future may be approved by Iberclear.

Payments to be made in respect of Book-Entry Notes which are admitted to trading on AIAF will be made by the Issuer (or on its behalf) to Iberclear or the relevant Iberclear Member (as the case may be), in whose records such Book-Entry Notes are registered, in accordance with Iberclear's current procedures.

One or more certificates evidencing the relevant Noteholder's holding of Book-Entry Notes in the relevant registry will be delivered by Iberclear or the relevant Iberclear Member (as the case may be), in whose records the Book-Entry Notes are registered, or, where the Noteholder is itself an institution participating in Iberclear, by Iberclear (in each case, in accordance with the requirements of Spanish law and the procedures of the relevant Iberclear Member or, as the case may be, Iberclear) to such Noteholder upon such Noteholder's request.

Book-Entry Notes may also be admitted to trading on Spanish regulated markets other than AIAF, in which case references above to AIAF will be deemed to be to such other Spanish regulated market.

Other provisions relating to Book-Entry Notes

Title to the Book-Entry Notes will be evidenced by book entries and each person shown in the registries maintained by Iberclear Members as having an interest in the Book-Entry Notes shall be considered, by the Issuer, the Guarantor and their agents, as the holder of the principal amount of Book-Entry Notes recorded therein, and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly in respect of Book-Entry Notes.

The creation of limited in rem rights or any other encumbrance on a Book-Entry Note must be entered in the corresponding account and effected in accordance with the then current procedures of Iberclear and or their respective members.

Further tranches of Book-Entry Notes (fungible Book-Entry Notes)

The Issuer shall arrange (without the requirement to obtain the consent of the Noteholders) that, where a further Tranche of Book-Entry Notes is issued which is intended to form a single Series with an existing Tranche of Book-Entry Notes, the Book-Entry Notes of such further Tranche shall be assigned the same common code and ISIN.

Iberclear

Iberclear is the Spanish central securities depository in charge of both the register of securities held in book-entry form (*anotaciones en cuenta*) to be listed on a Spanish regulated market, and the clearing and settlement of all trades from the Spanish Stock Exchange, the Public Debt market, AIAF and Latin American stock exchange denominated in euros (Latibex).

Iberclear is owned by the group *Bolsas y Mercados Españoles, Sociedad Holding de Mercados y Sistemas Financieros, S.A. ("BME")* a holding company which holds a 100 per cent. interest in the Spanish regulated markets, Bolsa de Madrid, Bolsa de Barcelona, Bolsa de Bilbao, Bolsa de Valencia, AIAF, Senaf, Latibex, Mercado Alternativo Bursátil and in the Spanish settlement systems BME Clearing and Iberclear and whose shares are listed in the Spanish Stock Exchange. SIX Group AG has recently acquired 93.16% of BME share capital, which means that SIX Group AG now has the right to exercise the squeeze-out right to compulsory acquire any outstanding shares of BME. If Six Group AG acquires such outstanding shares, Six Group AG will hold 100 per cent. of BME share capital, being the sole owner of BME and therefore, BME shares will be delisted.

The clearance and settlement system of Iberclear and its members are responsible for maintaining records of purchases and sales under the book-entry system.

Iberclear maintains a registry reflecting the number of securities held by each of its member entities on its own behalf as well as the number of securities held of behalf of the third parties. Each member entity, in turn, maintains a registry of the owners of such securities.

On the relevant date for payment of interest amounts in respect of debt securities, Iberclear credits to each participant entity an amount corresponding to the balance of the securities appearing in the records of the relevant participant entity on the day prior to the relevant payment date.

Legend appearing on Implicit Yield Notes other than Book-Entry Notes

The following legend will appear on all Notes and on all receipts and coupons relating to Implicit Yield Notes other than Book-Entry notes:

"THE SALE, TRANSFER OR ACQUISITION OF IMPLICIT YIELD NOTES (AS DEFINED IN CONDITION 8 OF THE NOTES), INCLUDING, BUT NOT LIMITED TO, ZERO COUPON NOTES, TO OR BY INDIVIDUALS (PERSONAS FÍSICAS) WHO ARE TAX RESIDENT IN SPAIN (EACH A "SPANISH INDIVIDUAL") IS FORBIDDEN IN ALL CASES. ANY TRANSFER OF IMPLICIT YIELD NOTES TO OR BY SPANISH INDIVIDUALS IS NOT PERMITTED AND SUCH TRANSFER WILL BE CONSIDERED NULL AND VOID BY THE ISSUER AND THE GUARANTOR. ACCORDINGLY, NEITHER THE ISSUER NOR THE GUARANTOR WILL (i) RECOGNISE ANY SPANISH INDIVIDUAL AS AN OWNER OF IMPLICIT YIELD NOTES OR (ii) LIST ANY IMPLICIT YIELD NOTES ON AIAF."

TRANSFER RESTRICTIONS

Each prospective purchaser of Notes offered in reliance on Rule 144A by accepting delivery of this Base Prospectus will be deemed to have represented and agreed that such offeree acknowledges that this Base Prospectus is personal to such offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire the Notes other than pursuant to Rule 144A or in offshore transactions in accordance with Regulation S. Distribution of this Base Prospectus, or disclosure of any of its contents to any person other than such offeree and those persons, if any, retained to advise such offeree with respect thereto is unauthorized, and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offer) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act (if available).

Each purchaser of Notes offered and sold in reliance on Rule 144A will be deemed to have represented and agreed as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

- (1) The purchaser (A) is a qualified institutional buyer, (B) is acquiring such Notes for its own account or for the account of a qualified institutional buyer and (C) is aware that the sale to it is being made in reliance on Rule 144A.
- (2) The Notes are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, the Notes have not been and will not be registered under the Securities Act or any other applicable U.S. State securities laws, and, if in the future the purchaser decides to offer, resell, pledge or otherwise transfer such Notes, it will do so, prior to the expiration of the applicable holding period determined pursuant to Rule 144 under the Securities Act from the later of the Issue Date of the Notes and the last date on which the Issuer or an affiliate of the Issuer was the owner of such Notes, only (A) inside the United States, to a person who the seller reasonably believes is a qualified institutional buyer purchasing for its own account or for the account of a qualified institutional buyer in a transaction meeting the requirements of Rule 144A, (B) outside the United States, in compliance with Rule 903 or Rule 904 under the Securities Act, (C) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available), in each case in accordance with any applicable U.S. State securities laws or any other jurisdiction, or (D) to the Issuer, the Guarantor or their respective affiliates.
- (3) Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.
- (4) The purchaser understands that Notes of a Series offered in reliance on Rule 144A will be represented by a Restricted U.S. Global Note Certificate or, as the case may be, a Restricted International Global Note Certificate. Before any interest in such Restricted U.S. Global Note Certificate or, as the case may be, a Restricted International Global Note Certificate may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in an Unrestricted U.S. Global Note Certificate or, as the case may be, a Unrestricted International Global Note Certificate, the seller will be required to provide the Registrar with a written certification as to compliance with the transfer restrictions referred to in clause (2)(B) or (2)(C) above.
- (5) Either (A) the purchaser is not and for so long as it holds a Note (or any interest therein) will not be (i) an "employee benefit plan" as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") that is subject to Title I of ERISA, (ii) a "plan" subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), (iii) an entity whose underlying assets include the assets of any such employee benefit plan subject to ERISA or other plan subject to Section 4975 the Code, or (iv) a governmental or other benefit plan which is subject to any U.S. federal, state or local law, that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code, or (B) her purchase and holding of the Notes will not result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or, in the case of such a governmental or other employee benefit plan, any such substantially similar U.S. federal, state or local law) for which an exemption is not available.

- (6) The purchaser will deliver to each person to whom it transfers the Notes notice of any restrictions on transfer of such Notes.

In order to effectuate the foregoing restrictions on resales and other transfers of definitive Bearer Notes or Individual Note Certificates sold, or issued in exchange for a Note sold pursuant to Rule 144A, if any resale or transfer of a Note is proposed to be made (otherwise than to or through a Dealer or in reliance on Rule 144A or Regulation S), (i) directly by the holder of a Note, or (ii) through the services of a dealer other than a Dealer, the prospective purchaser of the Note, in the case of a resale or transfer of a Note to be made directly by the holder of such note, or such dealer, in the case of a resale or transfer of such Note to be made through such dealer, shall deliver a letter to the Issuer substantially in the form provided in the Programme Manual, appropriately completed. If any resale or transfer of a Note is proposed to be made to a Dealer or in reliance on Rule 144A or Regulation S, either (i) the holder of such Note shall have made the appropriate notation on the transfer notice set forth on such Note or otherwise advised the Principal Paying Agent in writing that it is relying on Rule 144A or Regulation S in connection with such transfer or is transferring such Note to a Dealer or (ii) the prospective purchaser, its agent or a Dealer shall deliver a letter to the Principal Paying Agent substantially in the form prescribed in the Programme Manual, appropriately completed along with the Note presented for transfer. Inquiries concerning transfers of Notes should be made to any Dealer.

The Restricted U.S. Global Note Certificates will bear a legend to the following effect unless the Issuer determines otherwise in compliance with applicable law:

"THE NOTES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR ANY U.S. STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THE NOTES REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF THE ISSUER AND THE GUARANTOR THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND, PRIOR TO EXPIRATION OF THE APPLICABLE REQUIRED HOLDING PERIOD DETERMINED PURSUANT TO RULE 144 OF THE SECURITIES ACT FROM THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH SECURITIES OTHER THAN (1) INSIDE THE UNITED STATES, TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR A PERSON PURCHASING FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (2) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 OF THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR ANY OTHER AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (4) TO THE ISSUER, THE GUARANTOR OR THEIR RESPECTIVE AFFILIATES. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO* AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER. EACH TRANSFEROR OF THIS NOTE WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET OUT HEREIN AND THE TERMS AND CONDITIONS OF THE NOTES TO ITS TRANSFEREE.

IF THIS RESTRICTED U.S. GLOBAL NOTE CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER PERSON AS MAY BE NOMINATED BY THE DEPOSITORY TRUST COMPANY ("**DTC**") FOR THE PURPOSE) (COLLECTIVELY, "**CEDE & CO.**") AS NOMINEE FOR DTC, THEN, UNLESS THIS RESTRICTED U.S. GLOBAL NOTE CERTIFICATE IS PRESENTED BY AN AUTHORISED REPRESENTATIVE OF DTC TO THE ISSUER OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT AND ANY GLOBAL NOTE CERTIFICATE ISSUED UPON REGISTRATION OF TRANSFER OR EXCHANGE OF THIS RESTRICTED U.S. GLOBAL NOTE CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORISED REPRESENTATIVE OF DTC) AND ANY PAYMENT HEREUNDER IS MADE TO CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, SINCE THE REGISTERED OWNER HEREOF, CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), HAS AN INTEREST HEREIN."

The Restricted International Global Note Certificates will bear a legend to the following effect unless the Issuer determines otherwise in compliance with applicable law:

"THE NOTES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR ANY U.S. STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THE NOTES REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF THE ISSUER AND THE GUARANTOR THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND, PRIOR TO EXPIRATION OF THE APPLICABLE REQUIRED HOLDING PERIOD DETERMINED PURSUANT TO RULE 144 OF THE SECURITIES ACT FROM THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH SECURITIES OTHER THAN (1) INSIDE THE UNITED STATES PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR A PERSON PURCHASING FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (2) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR ANY OTHER AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (4) TO THE ISSUER, THE GUARANTOR OR THEIR RESPECTIVE AFFILIATES. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO* AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER. EACH TRANSFEROR OF THIS NOTE WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET OUT HEREIN AND THE TERMS AND CONDITIONS OF THE NOTES TO ITS TRANSFEREE.

IF THIS RESTRICTED INTERNATIONAL GLOBAL NOTE CERTIFICATE IS REGISTERED IN THE NAME OF A PERSON NOMINATED BY THE COMMON DEPOSITORY OR, AS THE CASE MAY BE, COMMON SAFEKEEPER OF EUROCLEAR BANK S.A./N.V. ("**EUROCLEAR**") AND/OR CLEARSTREAM BANKING, S.A, LUXEMBOURG ("**CLEARSTREAM, LUXEMBOURG**", AND TOGETHER WITH EUROCLEAR, THE "**INTERNATIONAL CLEARING SYSTEMS**") AS NOMINEE FOR THE INTERNATIONAL CLEARING SYSTEMS, THEN, UNLESS THIS RESTRICTED INTERNATIONAL GLOBAL NOTE CERTIFICATE IS PRESENTED BY AN AUTHORISED REPRESENTATIVE OF SUCH COMMON DEPOSITORY OR, AS THE CASE MAY BE, COMMON SAFEKEEPER TO THE ISSUER OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT AND ANY GLOBAL NOTE CERTIFICATE ISSUED UPON REGISTRATION OF TRANSFER OR EXCHANGE OF THIS RESTRICTED INTERNATIONAL GLOBAL NOTE CERTIFICATE IS REGISTERED IN THE NAME OF SUCH NOMINEE (OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORISED REPRESENTATIVE OF THE COMMON DEPOSITORY OR, AS THE CASE MAY BE, COMMON SAFEKEEPER) AND ANY PAYMENT HEREUNDER IS MADE TO SUCH NOMINEE (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, SINCE THE REGISTERED OWNER HEREOF, THE RELEVANT NOMINEE (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), HAS AN INTEREST HEREIN."

Restricted Individual Note Certificates issued in exchange for an interest in a Restricted International Global Note Certificate will bear the following legend and be subject to the transfer restrictions set forth therein:

"THE NOTES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933. AS AMENDED (THE "**SECURITIES ACT**") OR ANY U.S. STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THE NOTES REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF THE ISSUER AND THE GUARANTOR THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND, PRIOR TO EXPIRATION OF THE APPLICABLE REQUIRED HOLDING PERIOD DETERMINED PURSUANT TO RULE 144 OF THE SECURITIES ACT FROM THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH SECURITIES OTHER THAN (1) INSIDE THE UNITED STATES PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A

PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR A PERSON PURCHASING FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (2) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 OF THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR ANY OTHER AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (4) TO THE ISSUER, THE GUARANTOR OR THEIR RESPECTIVE AFFILIATES. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO* AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER. EACH TRANSFEROR OF THIS NOTE WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET OUT HEREIN AND THE TERMS AND CONDITIONS OF THE NOTES TO ITS TRANSFEREE."

The Agency Agreement provides that such legends will not be removed unless the Registrar is advised that the relevant Note is being transferred pursuant to Regulation S or unless there is delivered to the Issuer, the Guarantor and the Registrar satisfactory evidence, which may include an opinion of U.S. counsel, to the effect that neither such legends nor the restrictions on transfer set forth therein are required to ensure that transfers of such Note comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act or that such Note is not a "restricted security" within the meaning of Rule 144 under the Securities Act.

Each Permanent Global Note, Unrestricted U.S. Global Note Certificate, Unrestricted International Global Note Certificate and Unrestricted Individual Note Certificate will bear a legend to the following effect unless the Issuer determines otherwise in compliance with applicable law:

[THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.]

No transfer of Implicit Yield Notes other than Book-Entry Notes to Spanish Individuals

The sale, transfer or acquisition of Implicit Yield Notes (as defined below) other than Book-Entry Notes, including, but not limited to, Zero Coupon Notes, to or by individuals (*personas físicas*) who are tax resident in Spain (each a "**Spanish Individual**") is forbidden in all cases. Any transfer of Implicit Yield Notes other than Book-Entry Notes to or by Spanish Individuals is not permitted and such transfer will be considered null and void by the Issuer and the Guarantor. Accordingly, neither the Issuer nor the Guarantor will (i) recognise any Spanish Individual as an owner of Implicit Yield Notes other than as an owner of Book-Entry Notes or (ii) list any Implicit Yield Notes other than Book-Entry Notes on AIAF.

"**Implicit Yield Notes**" means Notes in respect of which the income derives from (a) the difference between the redemption amount and the issue price of the Notes, or (b) subject to the paragraph below, a combination of (i) an explicit coupon and (ii) the difference between the redemption amount and the issue price of the Notes. For the purposes of this Base Prospectus and in accordance with Spanish tax regulations, Notes with the characteristics set out in (b) above will only be deemed Implicit Yield Notes if the interest payable in each year (explicit coupon) is lower than the Interest Rate of Reference applicable as of the Issue Date.

The "**Interest Rate of Reference**" shall be the interest rate applicable to each calendar quarter determined by reference to 80% of the weighted average rate fixed in the preceding calendar quarter for (a) three-year Spanish Government Bond issues, if the Notes have a term of four years or less, (b) five-year Spanish Government Bond issues, if the Notes have a term of more than four years but equal or less than seven years, or (c) 10, 15 or 30-year Spanish Government Bond issues, if the Notes have a term of more than seven years, all as determined by the Calculation Agent in a commercially reasonable manner.

USE OF PROCEEDS

If so specified in the Applicable Transaction Terms, the net proceeds of the issue of each Tranche of Notes will be fully and permanently invested in the Guarantor and will allow the Guarantor:

- (a) to finance, refinance or invest in, in whole or in part, Eligible Green Projects meeting the Eligibility Criteria, in which case the relevant Notes will be identified as "Green Bonds" in the Applicable Transaction Terms ("**Green Bonds**");
- (b) to finance, refinance or invest in, in whole or in part, Eligible Social Projects meeting the Eligibility Criteria, in which case the relevant Notes will be identified as "Social Bonds" in the Applicable Transaction Terms ("**Social Bonds**"); or
- (c) to finance, refinance or invest in, in whole or in part, a combination of Eligible Green Projects and Eligible Social Projects, in each case, meeting the Eligibility Criteria, in which case the relevant Notes will be identified as "Sustainable Bonds" in the Applicable Transaction Terms ("**Sustainable Bonds**").

Otherwise and unless otherwise specified in the Applicable Transaction Terms, the net proceeds of the issue of each Tranche of Notes will be applied by the Issuer for the general corporate purposes of the Guarantor.

Santander has established the relevant internal procedures for monitoring the Issuer's compliance with the Green Bonds Framework. In addition to this, compliance with the Framework, as well as the allocation of proceeds and the eligible green assets alignment with the eligibility criteria, is also supported by external reviews provided by (i) "Vigeo Eiris", as sustainability consultant, not only in the pre-issuances process, but also within the context of the relevant ad-hoc second party opinions in the event for example that additional eligible green assets categories are added to the Framework; and (ii) by a third party ESG and/or external financial audit of the Issuer on annual basis.

The terms of the Framework can be amended by Banco Santander, mainly to adapt such terms to the principles, standards and regulations in force from time to time. The amended Framework would be subject to the relevant internal and external review processes, as described. Noteholders would not be entitled to vote on such cases.

The Global Sustainable Bond Framework, the Green Bond Framework, any Social Bond Framework and any Tranche of Green Bonds, Social Bonds or Sustainable Bonds are or will be subject to external review and a second party opinion available at <https://www.santander.com/en/our-approach/inclusive-and-sustainable-growth/sustainable-finance>.

None of the Global Sustainable Bond Framework, Green Bond Framework or any Social Bond Framework, nor any of the related reports, opinions or contents of any of the web-sites referenced herein are incorporated in or form part of this Base Prospectus.

For the purposes of the above:

"Eligibility Criteria" means the criteria prepared by Santander as set out in the Santander Global Sustainable Bond Framework, Green Bond Framework and Social Bond Framework, as the case may be.

"Eligible Green Projects" means projects falling under the "Green eligible categories" of energy efficiency, renewable energy, sustainable water management or sustainable waste management, each as further described in the Santander Global Sustainable Bond Framework and Green Bond Framework, and any other "green" projects set out in the ICMA Green Bond Principles from time to time.

"Eligible Social Projects" means projects falling under the "Social eligible categories" of healthcare, education, SME financing or affordable housing, each as further described in the Santander Global Sustainable Bond Framework and Social Bond Framework, and any other "social" projects set out in the ICMA Social Bond Principles from time to time.

"Global Sustainable Bond Framework" means the Global Sustainable Bond Framework published by Santander, available at <https://www.santander.com/en/our-approach/inclusive-and-sustainable-growth/sustainable-finance>.

"Green Bond Framework" means the Green Bond Framework published by Santander, available at <https://www.santander.com/en/our-approach/inclusive-and-sustainable-growth/sustainable-finance>.

"ICMA Green Bond Principles" means the Green Bond Principles published by the International Capital Markets Association (or any successor, the **"ICMA"**), as updated from time to time.

"ICMA Social Bond Principles" means the Social Bond Principles published by the ICMA, as updated from time to time.

"Santander" means the Guarantor.

"Social Bond Framework" means any Social Bond Framework published by Santander, to be available at <https://www.santander.com/en/our-approach/inclusive-and-sustainable-growth/sustainable-finance>.

SANTANDER INTERNATIONAL PRODUCTS PLC

The legal name of the Issuer is Santander International Products plc, registered and incorporated on 25 June 2004 in Ireland under the Irish Companies Acts 1963 to 2013, as a public limited company for an indefinite period with registration number 387937 and is currently subject to the Irish Companies Act 2014. Santander International Products plc is a subsidiary of Banco Santander, S.A.

The Registered Office of the Issuer is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland telephone number: (+353) 16146240.

The authorised share capital of the Issuer is EUR 40,000 divided into 40,000 ordinary shares of EUR 1 each, all of which have been issued and paid up.

The Issuer complies with the corporate governance regime(s) in Ireland.

Major Shareholders

A total of 39,995 of the issued ordinary shares of the Issuer are held by the Guarantor and the remaining five shares are held by Cántabra de Inversiones, S.A., Cántabro Catalana de Inversiones, S.A., Merciver S.L, Altamira Santander Real Estate, S.A. and Santander Global Operations, S.A. (formerly Geobán, S.A.). The Issuer complies with the relevant statutory provisions and safeguards which regulate the relationship between a company and its major shareholder in order to prevent an abuse of control by a major shareholder.

Business

The principal objects of the Issuer are set forth in Clause 3 of its Memorandum of Association and are the issuance of preferred securities (*participaciones preferentes*) and other financial instruments.

Financial instruments issued by the Issuer are quoted on Euronext Dublin, the Luxembourg Stock Exchange, AIAF and the Taipei Exchange.

The outstanding notional amount of the Notes issued under the Santander International Products plc EUR 10,000,000,000 Euro Medium Term Note Programme, guaranteed by Banco Santander, S.A., was, at 31 December 2019, EUR 1,646,587,593.

Directors

The Directors of the Issuer are as follows:

Name	Principal Occupation	Other Activities
Adrian John Masterson	Director	-
Fermín Cifuentes Muntadas	Director	-
Carlos Ignacio Muñiz González-Blanch	Director	-
Mercedes Mora Palacios	Director	Santander Back Offices Globales Mayoristas, S.A. (Member of the Board of Directors)
José Muñoz Pérez	Director	Santander Back Offices Globales Mayoristas, S.A. (Member of the Board of Directors)
Alfredo Madrigal Matute	Director	-
José Manuel Colina Garea	Director	-

The business address of the Directors of the Issuer is Ciudad Grupo Santander, Av. de Cantabria s/n, ed. Encinar, planta baja, 28660, Boadilla del Monte Madrid, Spain.

TMF Administration Services Limited is the administrator of the Issuer. Its duties include the provision of certain administrative and related services including acting as company secretary. The appointment of the administrator may be terminated and the administrator may retire upon 90 days' written notice subject to the appointment of an alternative administrator.

The Issuer has established a bank account with the Guarantor.

Principal Markets

As the Issuer's primary role is to support the Santander Group by issuing preferred securities and other financial instruments, the Issuer is not in direct competition with any other entities and as such there is currently no information to disclose in respect of its competitive position.

Conflicts of Interest

There exist no conflicts of interest between the administrative, management and supervisory bodies of the Issuer and there exist no potential conflicts of interest between any duties to the issuing entity of any members of such administrative, management or supervisory bodies and their private interests and/or other duties.

Audit Committee

The Guarantor has an audit committee which has purview of the audit of the Issuer. Under Regulation 91(9)(d) of the European Communities (Statutory Audits) (Directive 2006/43/EC) Regulation 2010 ("**Regulation 2010**"), which was published by the Irish Minister for Enterprise, Trade and Innovation on 25 May 2010, a company like the Issuer may avail itself of an exemption from the requirement to establish an audit committee.

The Directors have concluded that there is currently no need for the Issuer to have a separate audit committee and accordingly the Issuer has availed itself of the exemption under Regulation 91(9)(d) of Regulation 2010.

Auditors

The independent auditors of the Issuer, PricewaterhouseCoopers, chartered accountants and registered auditors, are members of the Institute of Chartered Accountants, qualified to practice in Ireland. As registered auditors, PricewaterhouseCoopers are regulated by the Irish Auditing and Accounting Supervisory Authority ("**IAASA**"), whose address is Willow House, Millennium Park, Naas, County Kildare, Ireland. The registered office of the Irish firm of PricewaterhouseCoopers is 1 Spencer Dock, North Wall Quay, Dublin 1, Ireland.

Selected historical key financial information

Statement of Comprehensive Income of the Issuer for the years ended 31 December 2018 and 2019

	Year ended 31/12/2019 EUR	Year ended 31/12/2018 EUR
Interest income on investments	48,139,184	38,128,728
Interest expense on notes issued	(61,840,258)	(55,559,918)
Net interest income from derivatives	13,701,074	17,431,190
Amortisation on discount arising on origination of loans and receivables	-	-
Amortisation of discount on issuance of notes	-	-
Net interest income	-	-
Net realised gains on notes issued – designated as at fair value through profit or loss	1,351,164	5,175,689
Net realised losses on derivatives	(1,351,164)	(5,875,104)
Net unrealised (losses)/gains on notes issued – designated as at fair value through profit or loss	(157,522,583)	130,226,104
Net unrealised (losses)/gains on derivatives	88,236,554	(72,325,445)
Net unrealised (losses)/gains on investments – designated as at fair value through profit or loss	69,286,029	(57,061,223)
Net foreign exchange (loss)/gain	-	(140,021)
	-	-
Other income	1,094,410	803,683
Other expenses	(1,052,700)	(732,880)
Net income for the year before taxation	41,710	70,803
Taxation	(12,513)	(21,241)
Profit for the financial year after taxation	29,197	49,562
Total comprehensive income for the financial year	29,197	49,562

Statement of Financial Position of the Issuer for the years ended 31 December 2018 and 2019

	As at 31/12/2019 EUR	As at 31/12/2018 EUR
Assets		
Investment – designated at fair value through profit or loss	1,192,633,832	892,352,574
Loans and receivables	509,585,137	655,199,413
Derivatives	98,022,802	48,999,299
Interest receivable on investments	5,233,623	6,914,443
Other debtors	598,210	1,149,019
Withholding tax receivable	-	72,512
Corporation tax receivable	12,201	16,293
Cash and cash equivalents	804,637	1,767,849
	1,806,890,442	1,606,471,402
Liabilities		
Notes issued – designated as at fair value through profit or loss	1,210,193,113	798,477,275

Notes issued – at amortised cost	510,298,137	655,199,413
Derivatives	79,750,521	142,874,597
Interest payable on notes issued	2,942,554	2,908,981
Corporation tax payable	-	-
Deferred income	532,192	892,538
Expense accruals	115,770	82,379
Other creditors	2,249,428	5,256,689
	<u>1,806,081,715</u>	<u>1,605,691,872</u>
Net assets	<u><u>808,727</u></u>	<u><u>779,530</u></u>
Equity		
Share capital	40,000	40,000
Capital contribution	337,000	337,000
Retained earnings	431,727	402,530
Shareholders' funds	<u>808,727</u>	<u>779,530</u>

BANCO SANTANDER, S.A.

DESCRIPTION OF THE GUARANTOR

INFORMATION TO BE DISCLOSED ABOUT THE GUARANTOR

The guarantor must disclose information about itself as if it were the issuer of that same type of security that is the subject of the guarantee.

1. PERSONS RESPONSIBLE

- 1.1** *All persons responsible for the information given in this Base Prospectus relating to the guarantor and, as the case may be, for certain parts of it, with, in the latter case, an indication of such parts. In the case of natural persons including members of the issuer's administrative, management or supervisory bodies indicate the name and function of the person; in case of legal persons indicate the name and registered office.*

Banco Santander, S.A. ("**Santander**", "**Banco Santander**", the "**Guarantor**", the "**Bank**", "**we**" (and references to "**us**" or "**our**" shall be construed accordingly) or the "**Parent**") accepts responsibility for the information contained in this Base Prospectus relating to the Guarantor.

Banco Santander is the Guarantor under this Base Prospectus and assumes responsibility for the guarantee.

- 1.2** *A declaration by those responsible for this Base Prospectus that the information contained in this Base Prospectus relating to the guarantor is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. As the case may be, declaration by those responsible for certain parts of this Base Prospectus that the information contained in the part of this Base Prospectus for which they are responsible is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.*

The Bank confirms that the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

- 1.3** *Where a statement or report attributed to a person as an expert is included in this Base Prospectus, provide such person's name, business address, qualifications and material interest if any in the guarantor. If the report has been produced at the guarantor's request, a statement to that effect that such statement or report is included, in the form and context in which it is included, with the consent of that person who has authorised the contents of that part of this Base Prospectus for the purpose of this Base Prospectus.*

Not Applicable.

- 1.4** *Where information has been sourced from a third party, provide a confirmation that this information has been accurately reproduced and that as far as the guarantor is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. In addition, the guarantor shall identify the source(s) of the information.*

Where information in this Base Prospectus has been sourced from a third party: (i) such information has been accurately reproduced; (ii) as far as we are aware and are able to ascertain from the information published by such third party, no facts have been omitted which would render the reproduced information inaccurate or misleading; and (iii) the source of such information has been identified.

2. STATUTORY AUDITORS

- 2.1** *Names and addresses of the guarantor's auditors for the period covered by the historical financial information (together with their membership in a professional body).*

The non-consolidated and consolidated annual financial statements of Banco Santander, S.A. for the years ended 31 December 2019 and 31 December 2018 were audited by the independent auditors, PricewaterhouseCoopers Auditores, S.L. PricewaterhouseCoopers Auditores, S.L. is registered under

number S-0242 in the Official Register of Auditors (*Registro Oficial de Auditores de Cuentas*). PricewaterhouseCoopers Auditores, S.L. is a member of the *Instituto de Censores Jurados de Cuentas de España*. The address of PricewaterhouseCoopers Auditores, S.L. is Torre PwC, Paseo de la Castellana, 259B, Torre PwC, Madrid.

3. RISK FACTORS

3.1 *A description of the material risks that are specific to the guarantor and that may affect the guarantor's ability to fulfil its obligations under the securities, in a limited number of categories, in a section headed "Risk Factors" in the Base Prospectus.*

See "Risk Factors" on pages 13 to 53 of this Base Prospectus.

4. INFORMATION ABOUT THE GUARANTOR

4.1 *History and development of the guarantor.*

4.1.1 *Legal and trading name of the guarantor.*

The name of the Bank is Banco Santander, S.A. and it operates under the trading name "Santander".

4.1.2 *The place of registration of the guarantor, its registration number and legal entity identifier (LEI).*

The Bank is registered in the Mercantile Registry of Cantabria in book 83, folio 1, sheet 9, entry 5519, and adapted its Bylaws to conform with current legislation regarding limited liability companies by a document executed in the city of Santander on 8 June 1992 before the Public Notary Mr. José María de Prada Díez, and numbered 1316 in his records, and registered in the Mercantile Registry of Cantabria in volume 448 of the Archive, folio 1, sheet number 1960, Adaptation entry one.

The Guarantor is a Spanish company with legal status as a public limited company (*sociedad anónima*), with the status of a bank and is governed by the Restated Spanish Companies Act (*Texto Refundido de la Ley de Sociedades de Capital*), approved by Royal Legislative Decree 1/2010, of 2 July (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*). The Guarantor is subject to special legislation for credit institutions in general, the supervision, control and regulation of the European Central Bank and, as a listed company, the regulatory supervision of the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*) and, as a credit institution, to Law 10/2014, of 26 June on the management, supervision and solvency of credit institutions and Royal Decree 84/2015, of 13 February, developing Law 10/2014, of 26 June, on ordination, supervision and solvency of credit institutions.

The current Bylaws, which have been adapted to the current *Ley de Sociedades de Capital*, were approved by the shareholders at the General Shareholders' Meeting held on 30 March 2012 and filed with the Office of the Mercantile Registry on 27 August 2012. However, Article 5 of such By-laws, which relates to the current authorised share capital, was last amended by the share increase carried on 30 January 2014.

The Guarantor's legal entity identifier is 5493006QMFDDMYWIAM13.

As at the date of this Base Prospectus, the Guarantor has a total share capital which is fully issued and paid up of €8,309,057,291 divided into 16,618,114,582 shares with a nominal value of €0.50. All shares are of the same class and issue with the same rights attached.

The Bank is also registered in the Special Register of Banks and Bankers under code number 0049.

4.1.3 *The date of incorporation and the length of life of the guarantor, except where indefinite.*

The Bank was founded in the city of Santander by notarised document executed on 3 March 1856 before Mr. José Dou Martínez, ratified and partially amended by a further document dated 21 March 1857 before the court official of Santander Mr. José María Olarán, and commenced trading on 20 August 1857.

The Bank was transformed to a Credit Company (*Sociedad Anónima de Crédito*) by a public deed executed on 14 January 1875 that was recorded with the Mercantile Registry of the Government of the Province of Santander.

The Bank commenced trading at the time of its formation and according to Article 4.1 of the Articles of Association it will remain in existence for an indefinite period.

4.1.4 *The domicile and legal form of the guarantor, the legislation under which the guarantor operates, its country of incorporation, the address and telephone number of its registered office (or principal place of business if different from its registered office) and the website of the guarantor (if any).*

The Bank is domiciled in Spain and has the legal form of a limited liability company (*Sociedad Anónima*) and its activities are subject to special Spanish legislation governing credit institutions in general and the supervision, control and regulation of the Bank of Spain in particular.

The Bank was incorporated in Spain and has its registered office at Paseo de Pereda, numbers 9 to 12, Santander. The principal operating headquarters of the Bank are located at Ciudad Grupo Santander, Avda. de Cantabria s/n, 28660 Boadilla del Monte, in the province of Madrid. The telephone number of the principal operating headquarters of the Bank is +34 91 259 6520. The Bank's website can be found at: www.bancosantander.com.

4.1.5 *Details of any recent events particular to the guarantor which are to a material extent relevant to the evaluation of the guarantor's solvency.*

Principal Capital Expenditures and Divestitures

Acquisitions, Dispositions, Reorganizations

Following is a summary of the main acquisitions and disposals of ownership interests in the share capital of other entities and other significant corporate transactions performed by the Group in the last three years:

i. Agreement for the acquisition of 50.1% of Ebury

On 4 November 2019, Banco Santander, S.A. announced a strategic investment in Ebury, one of the best payment and currency platforms for SMEs, worth GBP 350 million (approximately EUR 400 million). In accordance with the conditions of the operation, Santander will acquire 50.1% of Ebury for GBP 350 million, of which GBP 70 million correspond to new shares (approximately EUR 80 million) to support the company's plans to enter in new markets in Latin America and Asia.

As of 31 December 2019, the Group had acquired a 6.4% interest in Ebury for a price of GBP 40 million (approximately EUR 45 million), pending the rest of the investment in compliance with the usual suspensive conditions in this type of operations, including obtaining regulatory approvals. The rest of the investment is expected to be completed in 2020.

ii. Agreement with Crédit Agricole S.A. on the depositary and custody business

On 17 April 2019, Banco Santander, S.A. announced that it had signed a memorandum of understanding with Crédit Agricole S.A. with the purpose of combining CACEIS and its subsidiaries (the "CACEIS Group"), which is wholly-owned by Crédit Agricole S.A., with Santander Securities Services, S.A.U. and its subsidiaries (the "S3 Group"), which is whollyowned by Banco Santander, S.A.

The operation consists of the contribution by the Santander Group to the CACEIS Group of 100% of the S3 Group in Spain and 50% of the S3 Group's business in Latin America in exchange for a 30.5% stake in the CACEIS Group Capital and voting rights. The remaining 69.5% remains the property of Crédit Agricole, SA. The S3 Group's Latin American business is under the joint control of the CACEIS Group and the Santander Group.

On 27 June 2019, the signing of the final contracts took place after having carried out the precise prior consultations with the representative bodies of Credit Agricole, SA employees and the

CACEIS Group. The closing of the operation took place on 20 December, 2019 once the relevant regulatory authorizations were obtained.

The operation has generated a net capital gain of EUR 693 million recorded for its gross amount under the heading of non-classified assets as non-current assets for sale of the consolidated profit and loss account, of which EUR 219 million correspond to the recognition at fair value of the investment of 49.99% retained by the Group in S3 Latin America. The 30.5% interest in the CACEIS GROUP has been recorded under the heading of Investments - Associates of the consolidated balance sheet for an amount of EUR 1,010 million.

iii. Offer to acquire shares of Banco Santander Mexico, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México.

On 12 April 2019, Banco Santander, S.A. announced its intention to make an offer to acquire all the shares of Banco Santander Mexico, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México ("Santander México") which are not owned by Grupo Santander, representing approximately 25% of the share capital of Santander México.

The shareholders who have accepted the offer have received 0.337 newly issued shares of Banco Santander, S.A. per share of Santander México and 1.685 American Depositary Shares (ADSs) of Banco Santander, S.A. per ADS of Santander México.

The offer was accepted by holders of shares representing 16.69% of the capital stock of Santander Mexico, so the Group's participation in Santander Mexico has become 91.65% of its share capital. To meet the exchange, the Bank proceeded to issue, in execution of the agreement adopted by the extraordinary general meeting held on 23 July 2019, 381,540,640 shares, which represented approximately 2.35% of the Bank's share capital in the date of issue. This operation meant an increase of 191 million euros in Capital, 1,491 million euros in issue premium and a decrease of 670 million euros in Reserves and 1,012 million euros in minority interests.

iv. Reorganization of the banking insurance business, asset management and pension plans in Spain

On 24 June 2019, Banco Santander, S.A. reached an agreement with the Allianz Group to terminate the agreement that Banco Popular Español, S.A.U. ("**Banco Popular**") held in Spain with the Allianz Group for the exclusive distribution of certain life insurance products, non-life insurance products, collective investment institutions, and pension plans through the Banco Popular network (the "**Agreement**").

The Agreement was executed on 15 January 2020 for the non-life business and on 31 January 2020 for the remaining businesses, once the regulatory authorisations were obtained in the first half of 2020. The execution of the Termination Agreement entailed the payment by Banco Santander of a total consideration of EUR 859 million (after deducting the dividends paid until the end of the operation).

It is expected that, subject to the fulfilment of certain suspensive conditions, 51% of the life-risk insurance business held by Banco Santander and 51% of the new General Insurance line of business from Banco Popular's network not transferred to Mapfre (in accordance with the agreement indicated below) will be acquired by Aegon.

These transactions are not expected to have a significant impact on the Group's income statement.

In addition, under the agreement reached between Banco Santander and Mapfre on 21 January 2019, 50.01% of the car, commercial, SME and corporate liability insurance business throughout Banco Santander's network in Spain was acquired by Mapfre on 25 June 2019 for EUR 82 million.

v. Sale of the 49% stake in WiZink

Once the relevant regulatory authorizations were obtained, on 6 November 2018, the operations related to the agreement reached with entities managed by Värde Partners, Inc ("Varde") and

with WiZink Bank, S.A. ("**WiZink**") communicated by the Group on 26 March 2018 by virtue of which:

- i. Banco Santander, S.A. sold its 49% stake in WiZink to Varde for EUR 1,043 million, with no significant impact on the Group's results and,
- ii. Banco Santander, S.A. and Banco Santander Totta, S.A. acquired the business of credit and debit cards marketed by Grupo Banco Popular in Spain and Portugal that WiZink had acquired in 2014 and 2016. As a result of this transaction, the Group paid a total of EUR 681 million, receiving net assets worth EUR 306 million (mainly customer loans worth EUR 315 million), with the business combination generating a goodwill of EUR 375 million, managed by the businesses in Spain.

With these transactions, the Group resumed Grupo Banco Popular's debit and credit card business, which improves the commercial strategy.

vi. Acquisition of the retail banking and private banking business of Deutsche Bank Polska S.A.

On 14 December 2017, the Group announced that its subsidiary Santander Bank Polska S.A. (previously Bank Zachodni WBK S.A.) together with Banco Santander, S.A., had reached an agreement with Deutsche Bank, A.G. for the acquisition (through a carve out) of the retail and private banking business of Deutsche Bank Polska S.A., excluding the foreign currency mortgage portfolio and the CIB (Corporate & Investment Banking) business, and including the asset management company DB Securities, S.A. (Poland).

In November 2018, once the regulatory authorisations had been received and approved by the general shareholders' meetings of Santander Bank Polska S.A. and Deutsche Bank Polska, S.A., the acquisition of EUR 298 million in cash and newly issued shares of Santander Bank Polska S.A. subscribed in full by Deutsche Bank, A.G. was closed. As a result of this transaction, the Group has acquired net assets worth EUR 365 million, mainly loans and deposits to customers and credit institutions amounting to EUR 4,304 million and EUR 4,025 million, respectively, and negative value adjustments amounting to EUR 82 million (mainly under line Loans and advances).

The difference between the fair value of the net assets acquired and the transaction value resulted in a gain of EUR 67 million which was recognised under "Negative Goodwill Recognised in Income" in the Group's consolidated income statement.

vii. Acquisition of Banco Popular Español, S.A.U.

On 7 June 2017, (the acquisition date), as part of its growth strategy in the markets where it is present, the Group communicated the acquisition of 100% of the share capital of Banco Popular Español, S.A.U. ("**Banco Popular**") (merged with Banco Santander, see Note 3.b)v) as a result of a competitive sale process organised in the framework of a resolution scheme adopted by the Single Resolution Board ("**SRB**") and executed by the FROB, Spanish single resolution board, in accordance with Regulation (EU) 806/2014 of the European Parliament and of the Council of 15 May 2014, and Law 11/2015, of 18 June, for the recovery and resolution of credit institutions and investment firms.

As part of the execution of the resolution:

- All the shares of Banco Popular outstanding at the closing of market on 7 June 2017 and all the shares resulting from the conversion of the regulatory capital instruments Additional Tier 1 issued by Banco Popular have been converted into undisposed reserves.
- All the regulatory capital instruments Tier 2 issued by Banco Popular S.A.U. have been converted into newly issued shares of Banco Popular, all of which have been acquired for a total consideration of one euro by the Group.

The transaction was approved by all the applicable regulatory and antitrust authorities in the territories where Banco Popular operated.

In accordance with IFRS 3, the Group measured the identifiable assets acquired and liabilities assumed at fair value.

The detail of this fair value of the identifiable assets acquired and liabilities assumed at the business combination date was as follows:

As of 7 June, 2017	Million euros
Cash and balances with central banks	1,861
Financial assets available-for-sale	18,974
Deposits from credit institutions	2,971
Loans and receivables*	82,057
Investments	1,815
Intangible assets*	133
Tax assets*	3,945
Non-current assets held for sale*	6,531
Other assets	6,259
Total assets	124,546
Deposits from central banks	28,845
Deposits from credit institutions	14,094
Customer deposits	62,270
Marketable debt securities and other financial liabilities	12,919
Provisions ***	1,816
Other liabilities	4,850
Total liabilities **	124,794
Net assets	(248)
Purchase consideration	—
Goodwill	248

* The main fair value adjustments were the following:

- Loans and receivables: in the estimation of their fair value, impairment have been considered for an approximate amount of EUR 3,239 million, considering, among others, the sale process carried out by the Bank.
- Foreclosed assets: the valuation, considering the sale process carried out by the company, has meant a reduction in the value of EUR 3,806 million, approximately.
- Intangible assets: includes value reductions amounting to approximately of EUR 2,469 million, mainly recorded under the “Intangible assets - goodwill”.
- Deferred tax assets: mainly corresponds to the reduction of the value of negative tax bases and deductions for an approximate amount of EUR 1,711 million.

** After the initial analysis and the conversion of the subordinated debt, the best estimation is there is no significant impact between fair value and previous carrying amount of the financial liabilities.

*** As a result of the resolution of Banco Popular S.A.U., it includes the estimated cost of EUR 680 million relating to the potential compensation to the shareholders of Banco Popular S.A.U. of which EUR 535 million have been applied to the fidelity action.

During 2018, the Group closed its assessment exercise of the assets acquired and liabilities assumed at fair value, without any modification with respect to what was recorded in 2017.

viii. Sale agreement of Banco Popular S.A.U.’s real estate business

In relation with Banco Popular Español, S.A.U.'s ("**Banco Popular**") real estate business, on 8 August 2017, the Group announced the agreement with a Blackstone fund for the acquisition by the fund of 51% of, and hence the assignment of control over, part of Banco Popular's real estate business (the "Business"), which comprises a portfolio of foreclosed properties, real estate companies, non-performing loans relating to the sector and other assets related to these activities owned by Banco Popular and its affiliates (including deferred tax assets allocated to specific real estate companies which are part of the transferred portfolio) registered on certain specified dates (31 March 2017 or 30 April 2017).

The signing took place after the European Commission authorized, without imposing any restrictions, the acquisition of Banco Popular Español S.A.U. by Banco Santander, S.A. for the purposes of competition law. The Group closed its valuation exercise of the assets and liabilities assumed at fair value during 2018 without any change with respect to what was recorded at the end of 2017.

The transaction closed on 22 March 2018 following receipt of the required regulatory authorizations and other usual conditions in this type of transactions. The transaction consisted of the creation of various companies, being the parent company Project Quasar Investments 2017, S.L., in which Banco Santander, S.A. maintains 49% of the share capital and Blackstone the remaining 51%, and to which Banco Popular and some subsidiaries transferred the business constituted by the indicated assets, and its participation in the capital of Aliseda Real Estate Management Services, S.L. The value attributed to the contributed assets is approximately EUR 10,000 million euros, of which approximately 70% was financed with third party bank debt. After the contribution to the vehicle by its shareholders of the necessary liquidity for the transaction of the business, the 49% stake in the capital of the vehicles was recorded in the consolidated balance sheet of the Group for EUR 1,701 million in the "Investments in joint ventures and associates - entities" section, without impact in the Group's income statement.

ix. Merger by absorption of Banco Santander, S.A. with Banco Popular Español, S.A.U.

On 23 April 2018 the boards of directors of Banco Santander, S.A. and Banco Popular Español, S.A.U. agreed to approve and sign the merger project by absorption of Banco Popular Español, S.A.U. by Banco Santander, S.A.

On 28 September 2018 the merger certificate of Banco Popular Español, S.A.U. by Banco Santander, S.A. was registered in the Mercantile Registry of Cantabria. After the merger, Banco Santander, S.A. acquired, by universal succession, all the rights and obligations of Banco Popular Español, S.A.U., including those that had been acquired from Banco Pastor, S.A.U. and Popular Banca Privada, S.A.U., by virtue of the merger of Banco Pastor and Popular Banca Privada with Banco Popular Español, S.A.U. that was also approved on 23 April 2018 by the respective board of directors. This transaction had no impact on the Group's income statement.

x. Agreement with Santander Asset Management

- a) Acquisition of 50% of SAM Investment Holdings Limited On 16 November 2016, after the agreement with Unicredit Group on 27 July 2016 to integrate Santander Asset Management and Pioneer Investments was abandoned, the Group announced that it had reached an agreement with Warburg Pincus ("WP") and General Atlantic ("GA") under which Santander acquired 50% of SAM Investment Holdings Limited, at 22 December 2017.

The Group disbursed a total amount of EUR 545 million and assumed financing of EUR 439 million, with the business combination generating a goodwill of EUR 1,173 million and EUR 320 million of "intangible assets - contracts and relationships with customers" identified in the purchase price allocation, without other value adjustments to net assets of the business. Likewise, the market valuation of the previous participation held did not have an impact on the Group's income statement.

Considering that the main activity of the business is asset management, the main part of its activity are recorded off balance sheet. The main net assets acquired, in addition to the aforementioned intangible assets, were net deposits in credit institutions (EUR

181 million) and net tax assets (EUR 176 million). Given their nature, the fair value of these assets and liabilities do not differ from the book value recorded.

The Group closed its assessment exercise of assets acquired and liabilities assumed at fair value during the year 2018 without modification with respect to what was recorded at the end of 2017.

- b) Sale participation Allfunds Bank, S.A. As part of the transaction, which consists in the acquisition of 50% of SAM Investment Holdings Limited, that was not owned by the Group, Santander, WP and GA agreed to explore different alternatives for the sale of its stake in Allfunds Bank, S.A. ("Allfunds Bank"), including a possible sale or a public offering. On 7 March 2017, the Bank announced that together with our partners in Allfunds Bank we had reached an agreement for the sale of 100% of Allfunds Bank to funds affiliated with Hellman & Friedman, a leading private equity investor, and GIC, Singapore's sovereign wealth fund. On 21 November 2017 the Group announced the closing of the sale by the Bank and its partners of 100% of Allfunds Bank's capital, obtaining an amount of EUR 501 million from the sale of its 25% stake in Allfunds Bank, resulting in gains net of tax of EUR 297 million, which were recognised as "Gains or losses on disposal of non-financial assets and investments, net", within the statement of profit or loss.

xi. Purchase of the shares to DDFS LLC in Santander Consumer USA Holdings Inc. (SCUSA)

On 2 July, 2015, the Group announced that it had reached an agreement to purchase the 9.65% ownership interest held by DDFS LLC in SCUSA.

On 15 November 2017, after having agreed on some modifications to the original agreement and having obtained the required regulatory authorizations, the Group completed the acquisition of the aforementioned 9.65% of SCUSA shares for a total sum of USD 942 million (EUR 800 million), which have caused a decrease of EUR 492 million in the non-controlling interests balance and another reduction to reserves of EUR 307 million.

Capital Increases

At 31 December 2016 the Bank's share capital consisted of 14,582,340,701 shares with a total par value of EUR 7,291 million.

As a result of the acquisition of Banco Popular Español, S.A.U. described in Note 3, and in order to strengthen and optimize the Bank's equity structure to provide adequate coverage of the acquisition, the Group, on 3 July 2017, reported on the agreement of the executive committee of Banco Santander, S.A. to increase the capital of the Bank by EUR 729 million by issuing and putting into circulation 1,458,232,745 new ordinary shares of the same class and series as the shares currently in circulation and with preferential subscription rights for the shareholders.

The issue of new shares was carried out at a nominal value of fifty euro cents (EUR 0.50) plus a premium of EUR 4.35 per share, so the total issue rate of the new shares was EUR 4.85 per share and the total effective amount of the capital increase (including nominal and premium) of EUR 7,072 million.

Each outstanding share had been granted a preferential subscription right during the preferential subscription period that took place from 6 to 20 July 2017, where 10 preferential subscription rights were required to subscribe 1 new share.

On 7 November 2017, a capital increase of EUR 48 million was made, through which the Santander Dividendo Elección scrip dividend scheme took place, whereby 95,580,136 shares were issued (0.66% of the share capital).

At 31 December 2017, the Bank's share capital consisted of 16,136,153,582 shares with a total par value of EUR 8,068 million.

On 7 November 2018, a capital increase of EUR 50 million was made, through which the Santander Dividendo Elección scrip dividend scheme took place, whereby 100,420,360 shares were issued (0.62% of the share capital).

At 31 December 2018, the Bank's share capital consisted of 16,236,573,942 shares with a total par value of EUR 8,118 million.

On 10 September 2019, a capital increase of EUR 191 million was carried out with the issuance of 381,540,640 shares (2.35% of the Bank's share capital) to meet the takeover bid for 16.69% of the share capital of Banco Santander México, S.A. (see Note 3.a).

Therefore, the Bank's new capital consists of EUR 8,309 million at 31 December 2019, represented by 16,618,114,582 shares of EUR 0.50 of nominal value each one and all of them from a unique class and series.

The Bank's shares are listed on the Spanish Stock Market Interconnection System and on the New York, London, Mexico and Warsaw Stock Exchanges, and all of them have the same features and rights. Santander shares are listed on the London Stock Exchange under Crest Depository Interest (CDI's), each CDI representing one Bank's share. They are also listed on the New York Stock Exchange under American

Depository Receipts (BDRs), each BDR representing one share. During 2018 and the beginning of 2019 the number of markets where the Bank is listed has been reduced; the Bank's shares has been delisted from Buenos Aires, Milan, Lisboa and Sao Paulo's markets.

At 31 December 2019, no shareholder of the Bank individually held more than 3% of its total share capital (which is the significant threshold generally established under Spanish regulations for a significant holding in a listed company to be disclosed). While at 31 December 2019 certain custodians appeared in the register of shareholders as holding more than 3% of the share capital, the Bank understands that those shares were held in custody on behalf of other investors, none of which exceeded that threshold individually. These custodians were State Street Bank and Trust Company (14.06%), The Bank of New York Mellon Corporation (8.12%), Chase Nominees Limited (6.38%), EC Nominees Limited (3.97%) and BNP Paribas (3.40%).

Also, as of that date, BlackRock Inc. had communicated a significant participation in voting rights in the Bank (5.426%), although it specified that the corresponding shares were held on behalf of several funds or other investment entities and that none of them exceeded 3% individually.

Throughout 2019 BlackRock Inc. informed the CNMV of the movements regarding its voting rights in the Bank: 6 February, increase above 5%, 17 April, decrease below 5%, 9 May, increase above 5% and, 23 October, decrease below 5%.

It should be noted that there may be some overlap in the holdings declared by the above mentioned custodians and asset manager.

At 31 December 2019, neither the Bank's shareholders registry nor the CNMV's registry showed any shareholder resident in a tax haven with a shareholding of 1% or higher of the share capital (which is the other threshold applicable under Spanish regulations).

Other Material Events

The most significant transactions taking place during the first quarter of 2020 or pending at 31 March 2020 are as follows:

1.5 billion euros contingently convertible preference shares

On 9 January, the Group announced that it had placed contingently convertible preference shares ("PPCC") into newly issued ordinary shares of the Bank, excluding preemptive rights of its shareholders, for a nominal value of EUR 1,500,000,000.

The placement was carried out at par and the remuneration of the shares, whose payment is subject to certain conditions and is also discretionary, was set at 4.375% on an annual basis for the first six years, being reviewed every five years thereafter by applying a margin of 453.4 basis points over the five-year Mid-Swap Rate.

On the same date, the Group announced its irrevocable decision to proceed with the voluntary early redemption of the PPCC issue for a nominal amount of EUR 1,500,000,000 made at 12 March 2014.

Agreement for the acquisition of 50.1% of Ebury

On 4 November 2019, the Group announced a strategic investment in Ebury, one of the best payment and currency platforms for SMEs, worth approximately GBP 350 million (approximately EUR 400 million). In accordance with the conditions of the operation, Santander (through its subsidiary Santander Digital Businesses, S.L.) will acquire 50.1% of Ebury, of which around GBP 70 million correspond to new shares (approximately EUR 80 million) to support the company's plans to enter in new markets in Latin America and Asia.

As of 31 December 2019, the Group had acquired a 6.4% interest in Ebury for a price of GBP 40 million (approximately EUR 45 million), and on 28 April 2020, the rest of the transaction was completed, once certain conditions to which it was subject had been verified. In this way, the Group (through the aforementioned Santander Digital Businesses, S.L.) already owns approximately 50.1% of Ebury.

Reorganization of the banking insurance business, asset management and pension plans in Spain

On 24 June 2019, Banco Santander, S.A. reached an agreement with the Allianz Group to terminate the agreement that Banco Popular Español, S.A.U. ("Banco Popular") held in Spain with the Allianz Group for the exclusive distribution of certain life insurance products, non-life insurance products, collective investment institutions, and pension plans through the Banco Popular network (the "**Agreement**") whereby the Group held a 40% stake in the capital of Allianz Popular, S.L., classified as investments in joint ventures and associated entities for an overall amount of EUR 409 million on 31 December 2019.

The Agreement was executed on 15 January 2020 for the non-life business and on 31 January 2020 for the remaining businesses, once the regulatory authorisations were obtained in the first quarter of 2020. The execution of the Termination Agreement entailed the payment by Banco Santander of a total consideration of EUR 859 million (after deducting the dividends paid until the end of the operation) and the acquisition of the remaining 60% of the capital of Allianz Popular, S.L.

It is expected that, subject to the fulfilment of certain conditions, 51% of the life-risk insurance business held by Banco Santander and 51% of the new General Insurance line of business from Banco Popular's network not transferred to Mapfre (in accordance with the agreement indicated above) will be acquired by Aegon, amounting to approximately EUR 557 million. These transactions are not expected to have a significant impact on the Group's income statement.

The total amount of the life-savings business, collective investment institutions and pension plans is EUR 711 million and has resulted in the recognition of EUR 271 million of goodwill.

Dividend policy

On 2 April 2020, Banco Santander, S.A. announced its decision to withdraw the payment of the additional dividend for 2019 as well as the dividend policy for 2020, and to postpone any decision on dividends against 2020 until there is greater visibility of the effects of the COVID-19 crisis and the results for 2020 are known.

4.1.6 *Credit ratings assigned to the guarantor at the request or with the cooperation of the guarantor in the rating process. A brief explanation of the meaning of the ratings if this has previously been published by the rating provider*

See "Risk Factors – A rating downgrade could increase the cost of funding or require the Group to provide additional guarantees in relation to some of its derivatives contracts and other contracts entered into, which could have a material adverse effect".

4.1.7 *Information on the material changes in the guarantor's borrowing and funding structure since the last financial year*

There has been no material changes in the Bank's borrowing and funding structure since 31 March 2020.

4.1.8 *Description of the expected financing of the guarantor's activities*

Customer deposits are the Group's main source of funding, representing just over two-thirds of the Group's net liabilities (i.e. of the liquidity balance sheet) and slightly more than 87% of loans and advances to customers as of end-2019. Moreover, these deposits are highly stable due to the fact that they mainly arise from retail client activity. Medium- and long-term funding accounts for over 19% of the Group's net liabilities as at end-2019, and amply covers the loans and advances to customers not funded by customer deposits (commercial gap).

5. BUSINESS OVERVIEW

5.1 *Principal activities.*

5.1.1 (a) *A brief description of the guarantor's principal activities stating the main categories of products sold and/or services performed.*

Description of segments

The reporting by segments is based on financial information presented to the chief operating decision maker, which excludes certain items included in the statutory results that distort year-on-year comparisons and are not considered for management reporting purposes. This financial information (underlying basis) is computed by adjusting reported results for the effects of certain gains and losses (e.g.: capital gains, write-downs, impairment of goodwill, etc.). These gains and losses are items that management and investors ordinarily identify and consider separately to better understand the underlying trends in the business (see also note 52.c to the Group financial statements).

The Group has aligned the information in this operating segment section in a manner consistent with the underlying information used internally for management reporting purposes and with that presented throughout the Group's other public documents.

The Group executive committee has been determined to be the chief operating decision maker for the Group. The Group's operating segments reflect the organisational and management structures. The Group executive committee reviews the internal reporting based on these segments in order to assess performance and allocate resources.

The segments are differentiated by the geographical area where profits are earned and by type of business. The financial information of each reportable segment is prepared by aggregating the figures for the Group's various geographical areas and business units. The information relates to both the accounting data of the units integrated in each segment and that provided by management information systems. In all cases, the same general principles as those used in the Group are applied.

In 2019, we made a change to our reported segments to reflect our current organisational and management structure.

This change in our reported segments aims to align the segment information to how segments and units are managed and has no impact on accounting figures at the Group level. The main changes, which have been applied to segment information for all periods included in the consolidated financial statements, are the following:

Primary segments

1. Creation of the new geographical segment Europe that includes the existing units under the previous Continental Europe segment (Spain, Portugal, Poland and SCF) plus the UK (that was previously a segment on its own).
 - The UK is aligned with the ring-fencing structure, including products and services distributed to our retail customers and the majority of our business customers. The businesses excluded are now incorporated in the Rest of Europe.
 - Spain now includes the Real Estate Activity Spain unit, previously included in the Rest of Europe, and it excludes some treasury businesses now reported in the Rest of Europe, and the online bank Openbank is now incorporated in the new digital segment Santander Global Platform (SGP).

- Rest of Europe, included within the Europe segment, comprises mainly (i) SCIB businesses such as Banco Santander, S.A. branches outside of Spain (including the businesses excluded from the UK as a result of ring-fencing) as well as Spain's treasury business and (ii) Private Banking's WM&I businesses in Switzerland, mutual funds in Luxemburg and Insurance in Zurich.
2. Creation of the new geographical segment North America that comprises the existing units under the previous US segment plus Mexico.
 3. Creation of the new geographical segment South America that comprises the existing units under the previous Latin America segment except for Mexico.
 4. Creation of a new reporting unit segment, Santander Global Platform (SGP), which includes our global digital services under a single unit:
 - Our fully digital native bank Openbank and Open Digital Services.
 - Global Payments Services: payments platform to better serve our customers with value propositions developed globally, including Superdigital, Pago FX and our recently launched global businesses (Global Merchant Services and Global Trade Services).
 - Digital Assets: common digital assets and Centres of Digital Expertise which help our banks in their digital transformation.

Secondary segments

5. The Real Estate Activity Spain unit, that was previously a segment reported on its own, is now included in Retail Banking.
6. The insurance business, previously included in Retail Banking, is now included in the Wealth Management segment, which has been renamed to Wealth Management & Insurance.
7. The new digital segment (SGP) is also incorporated as a secondary segment.
8. Finally, the change in reported segments also includes adjustments to the clients of the Global Customer Relationship Model between Retail Banking and SCIB and between Retail Banking and WM&I.

The changes in the secondary segments have no impact on the primary segments.

The Group restated the corresponding information of earlier periods considering the changes aforementioned in this section.

As a result, the operating business areas are structured in two levels:

Primary segments

This primary level of segmentation, which is based on the Group's management structure, comprises five reportable segments: four operating areas plus the Corporate Centre. The operating areas are:

Europe: which comprises all the business activities carried out in the region. Detailed financial information is provided on Spain, Portugal, Poland, SCF (which incorporates the region's business, including the three aforementioned countries) and the UK.

North America: which comprises all the business activities carried out in Mexico and the US, which includes the holding company (SHUSA) and the businesses of SBNA, SC USA, Banco Santander Puerto Rico, the specialised unit Banco Santander International and the New York branch.

South America: includes all the financial activities carried out by the Group through its banks and subsidiary banks in the region. Detailed information is provided on Brazil, Chile, Argentina, Uruguay, Peru and Colombia.

Santander Global Platform: includes Global Payments Services (Global Trade Services, Global Merchant Services, Superdigital, Pago FX), our fully digital bank Openbank and Open Digital Services, and Digital Assets (centres of digital expertise, InnoVentures and digital assets).

Secondary segments

At this secondary level of segment reporting, the Group is structured into Retail Banking, SCIB, WM&I and SGP.

Retail Banking: this covers all customer banking businesses, including consumer finance, except those of corporate banking, which are managed through SCIB, and asset management, private banking and insurance, which are managed by Wealth Management & Insurance. The results of the hedging positions in each country are also included, conducted within the sphere of each one's assets and liabilities committee.

Santander Corporate & Investment Banking (SCIB): this business reflects revenue from global corporate banking, investment banking and markets worldwide including treasuries managed globally (always after the appropriate distribution with Retail Banking customers), as well as equity business.

Wealth Management & Insurance: includes Global Payments Services (Global Trade Services, Global Merchant Services, Superdigital, Pago FX), our fully digital bank Openbank and Open Digital Services, and Digital Assets (centres of digital expertise, InnoVentures and digital assets).

Santander Global Platform: includes Global Payments Services (Global Trade Services, Global Merchant Services, Superdigital, Pago FX), our fully digital bank Openbank and Open Digital Services, and Digital Assets (Centres of Digital Expertise, InnoVentures and Digital Assets).

In addition to these operating units, which report by geographic area and businesses, the Group continues to maintain the Corporate Centre area that includes the centralised activities relating to equity stakes in financial companies, financial management of the structural exchange rate position, assumed within the sphere of the Group's assets and liabilities committee, as well as management of liquidity and of shareholders' equity via issuances. As the Group's holding entity, this area manages all capital and reserves and allocations of capital and liquidity with the other businesses. It also incorporates amortisation of goodwill but not the costs related to the Group's central services (charged to the areas), except for corporate and institutional expenses related to the Group's functioning.

The businesses included in each of the primary segments in this report and the accounting principles under which their results are presented here may differ from the businesses included and accounting principles applied in the financial information separately prepared and disclosed by our subsidiaries (some of which are publicly listed) which in name or geographical description may seem to correspond to the business areas covered in this report. Accordingly, the results of operations and trends shown for our business areas in this document may differ materially from those of such subsidiaries.

The results of our business areas presented below are provided on the basis of underlying results only and generally including the impact of foreign exchange rate fluctuations. However, for a better understanding of the changes in the performance of our business areas, we also provide and discuss the year-on-year changes to our results excluding such exchange rate impacts.

Summary income statement of the Group's main business areas

2019. Main items of the underlying income statement

EUR million

Primary segments	Net interest income	Net fee income	Total income	Net operating income	Profit before tax	Underlying attributable profit to the parent
Europe	14,201	5,260	21,001	9,957	7,350	4,878
Spain	3,919	2,481	7,506	3,485	2,174	1,585
Santander Consumer Finance	3,848	823	4,710	2,672	2,215	1,314
United Kingdom	3,788	866	4,727	1,892	1,455	1,077
Portugal	856	390	1,375	751	750	525
Poland	1,171	467	1,717	1,024	681	349

Other	620	234	966	133	76	28
North America	8,926	1,776	11,604	6,636	2,776	1,667
US	5,769	947	7,605	4,309	1,317	717
Mexico	3,157	829	3,998	2,327	1,459	950
South America	13,316	4,787	18,425	11,769	7,232	3,924
Brazil	10,072	3,798	13,951	9,345	5,606	2,939
Chile	1,867	404	2,539	1,508	1,129	630
Argentina	940	446	1,316	554	217	144
Other	437	138	619	362	280	212
Santander Global Platform	92	6	81	(159)	(166)	(120)
Corporate Centre	(1,252)	(50)	(1,617)	(1,990)	(2,262)	(2,096)
Total Group	35,283	11,779	49,494	26,214	14,929	8,252
Secondary segments						
Retail Banking	33,157	9,094	43,523	24,042	13,265	7,748
Corporate & Investment Banking	2,721	1,528	5,284	3,008	2,767	1,761
Wealth Management & Insurance	565	1,201	2,223	1,312	1,325	960
Santander Global Platform	92	6	81	(159)	(166)	(120)
Corporate Centre	(1,252)	(50)	(1,617)	(1,990)	(2,262)	(2,096)
Total Group	35,283	11,779	49,494	26,214	14,929	8,252

2018. Main items of the underlying income statement

EUR million

Primary segments	Net interest income	Net fee income	Total income	Net operating income	Profit before tax	Underlying attributable profit to the parent
Europe	14,204	5,435	21,257	10,091	7,491	5,048
Spain	4,093	2,624	7,615	3,277	2,063	1,554
Santander Consumer Finance	3,723	798	4,610	2,622	2,137	1,293
United Kingdom	4,078	912	5,132	2,295	1,803	1,272
Portugal	858	377	1,344	700	686	479
Poland	996	453	1,488	848	552	296
Other	456	272	1,068	350	251	154
North America	8,154	1,615	10,476	5,988	2,337	1,304
US	5,391	859	6,949	3,930	1,113	549
Mexico	2,763	756	3,527	2,058	1,224	755
South America	12,891	4,497	17,674	11,117	6,717	3,451

Primary segments		Net interest income	Net fee income	Total income	Net operating income	Profit before tax	Underlying attributable profit to the parent
Brazil		9,758	3,497	13,345	8,845	5,185	2,592
Chile		1,944	424	2,535	1,488	1,118	612
Argentina		768	448	1,209	458	183	82
Other		421	128	585	326	231	165
Santander Platform	Global	79	7	74	(68)	(70)	(54)
Corporate Centre		(987)	(69)	(1,057)	(1,483)	(1,699)	(1,686)
Total Group		34,341	11,485	48,424	25,645	14,776	8,064
Secondary segments							
Retail Banking		32,262	8,870	42,231	22,994	12,654	7,238
Corporate & Investment Banking		2,461	1,534	5,077	2,975	2,680	1,691
Wealth Management & Insurance		526	1,142	2,099	1,226	1,211	875
Santander Platform	Global	79	7	74	(68)	(70)	(54)
Corporate Centre		(987)	(69)	(1,057)	(1,483)	(1,699)	(1,686)
Total Group		34,341	11,485	48,424	25,645	14,776	8,064

Primary segments

Europe

Strategy

In Europe our subsidiaries are managed according to our local priorities. At the same time, in an environment of low demand for credit and low interest rates, we are developing initiatives to enable the simplification of our business model, shared services and cost saving measures. For example:

- Simplification of our business, reducing the number of products to gain efficiency and agility but maintaining a full value proposition that is capable of meeting the daily needs of our individual customers and offering tailored solutions for SMEs and large corporates.
- Adaptation of the technological platforms and acceleration of our digital transformation, to help improve customer experience and expand distribution channels for our products and services.
- Continued achievement of synergies from the ongoing integration processes, such as Banco Popular in Spain and Portugal and the retail and SME business of Deutsche Bank Polska in Poland.

All of this, with the medium-term objective of obtaining EUR 1 billion of savings, based on our global capabilities to strengthen operational efficiency in the region.

Of note by countries:

- In Spain, the commitment to maintain leadership in the market, strengthening customer loyalty and experience through digital transformation, while obtaining synergies.
- In Portugal and Poland, improved profitability and efficiency as a result of the successful integrations.

- In the UK, focus on volume growth in core mortgage market, the first phase of our multi-year transformation programme which is starting to be reflected in savings, and improving capital allocation.
- In SCF, leverage our position as a specialised entity, strengthening relationships with manufacturers and the perimeter of the agreements.

Business performance

Loans and advances to customers rose 6%. In gross terms, excluding reverse repurchase agreements and the exchange rate impact, they rose 2% in the year, reflecting deleveraging in wholesale banking in Spain, but boosted by SCF (driven by the increase in new lending), the UK (by growth in mortgages) and Poland.

Customer deposits increased by 5% compared to 2018. Excluding repurchase agreements and the FX impact, they were up 2% with rises in all countries. Demand deposits grew 4% absorbing the 5% fall in time deposits resulting from the strategy to reduce the cost of funds in Spain and Poland.

Mutual funds (+15%) grew at double digit rates in Poland (+10%), Portugal (+59%) and the rest of Europe (+64%), boosting customer funds (+4%).

Results

Underlying attributable profit in 2019 was EUR 4,878 million (47% of the Group's total operating areas), and underlying RoTE was 10.0%.

Compared to 2018, excluding the exchange rate impact, underlying attributable profit decreased 3% affected mainly by lower revenue in the UK, as follows:

- Total income decreased slightly (-1%). Net interest income remained unchanged due to the positive performance of volumes in SCF and Poland and the higher revenue in SCIB, which offset the competitive pressures, the fall in SVR volumes in the UK and the impact of low interest rates in Spain, smaller ALCO portfolio and the impact of IFRS 16. Net fee income was down 3%, particularly in Spain, because of lower activity in SCIB. Gains on financial transactions were 7% lower year-on-year due to a very good performance in the markets in the first quarter of 2018.
- Administrative expenses and amortisations decreased 1% (-2.4% in real terms) because of the efficiencies generated by the integration of Banco Popular in Spain and Portugal and by the efforts made in the different optimisation processes.
- Net loan-loss provisions rose 17%, however, the cost of credit remained low (0.28%) rising only 4 basis points in the year.
- Other gains (losses) and provisions reduced their loss during the year, due to the releases of other provisions in SCF and the UK.

EUROPE

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Net interest income	14,201	14,204	0.0	(0.1)
Net fee income	5,260	5,435	(3.2)	(3.3)
Gains (losses) on financial transactions ^A	1,035	1,115	(7.1)	(7.5)
Other operating income	505	503	0.2	0.0
Total income	21,001	21,257	(1.2)	(1.3)
Administrative expenses and amortisations	(11,04)	(11,16)	(1.1)	(1.3)
Net operating income	9,957	10,091	(1.3)	(1.4)
Net loan-loss provisions	(1,839)	(1,572)	17.0	16.9
Other gains (losses) and provisions	(768)	(1,028)	(25.2)	(25.3)
Profit before tax	7,350	7,491	(1.9)	(1.9)

EUROPE

EUR million

Underlying income statement	2019	2018 %	% excl. FX	
Tax on profit	(1,979)	(2,020)	(2.0)	(2.1)
Profit from continuing operations	5,371	5,472	(1.8)	(1.9)
Net profit from discontinued operations	—	—	—	—
Consolidated profit	5,371	5,472	(1.8)	(1.9)
Non-controlling interests	(493)	(424)	16.4	16.7
Underlying attributable profit to the parent	4,878	5,048	(3.4)	(3.4)

Balance sheet

Loans and advances to customers	676,90	639,96	5.8	3.6
Cash, central banks and credit institutions	180,38	172,29	4.7	3.5
Debt instruments	104,38	118,22	(11.7)	(12.8)
Other financial assets	53,893	49,263	9.4	9.3
Other asset accounts	41,471	40,989	1.2	(0.1)
Total assets	1,057,	1,020,	3.6	1.8
Customer deposits	600,38	571,83	5.0	3.0
Central banks and credit institutions	189,79	192,68	(1.5)	(2.3)
Marketable debt securities	133,54	129,57	3.1	0.3
Other financial liabilities	60,807	53,687	13.3	13.0
Other liabilities accounts	16,383	18,947	(13.5)	(14.6)
Total liabilities	1,000,	966,72	3.5	1.8
Total equity	56,133	54,010	3.9	2.2
<i>Pro memoria:</i>				
Gross loans and advances to customers ^B	650,55	626,20	3.9	1.9
Customer funds	671,03	634,89	5.7	3.9
Customer deposits ^C	581,39	557,12	4.4	2.4
Mutual funds	89,637	77,771	15.3	14.6

Ratios (%) and operating data

Underlying RoTE	10.00	10.86	(0.86)
Efficiency ratio	52.6	52.5	0.1
NPL ratio	3.25	3.67	(0.42)
NPL coverage	49.8	50.1	(0.3)
Number of employees	86,574	93,021	(6.9)
Number of branches	5,336	6,753	(21.0)

A. Includes exchange differences.

B. Excluding reverse repos.

C. Excluding repos.

Spain

Strategy

We successfully completed the **integration** of Banco Popular, with the migration of all branches and customers to Santander, and the execution of the branch network optimisation process, resulting in greater than expected cost synergies. We closed around 1,150 branches and unified the central services and regional teams.

We continued to update the **distribution network**. Accordingly, we already have close to 600 Smart Red branches and 6 Work Café branches, where we are maximising digitalisation and exploring new customer relationship formats.

As regards the main **loyalty drivers** and **performance by segment**:

- Increased customer transactions, with growth of 4% in card turnover (after growing 22% in the last two years) and 8% in point-of-sale terminals. Consumer credit increased 24% year-on-year, driven by pre-concession and digital loans, which enabled us to increase market share by 151 bps.
- Growth in value added businesses, such as insurance (gross written premiums: +11%) and mutual funds (AuM increased EUR 5,500 million).
- In SMEs, we launched *Tresmares Capital*, a new independent alternative financing platform for this segment.
- We continued to develop Santander Personal, our tailored remote management service, which is now available for SMEs and Private Banking customers.
- We are working on tailored solutions for key segments, offering attractive value propositions that favour customer acquisition, loyalty and commercial dynamism (Generation 81 for women, SmartBank for young people and *Santander Senior* project for the over 65s). In April, we launched the Smith Plan vying to become the leader in the non-resident segment, via a differentiated value proposition focused mainly on covering the needs of those who are purchasing a house in Spain.
- In SCIB, we remained market leaders in the main league tables, strengthening our capital optimisation and originate to distribute models.

Lastly, the **digital transformation process** has enabled us to increase the number of digital customers by 10% in the year and the weight of sales made through digital channels to around 29% in the year. We continued to promote our Digilosofía concept, helping our customers through our network in their digital transformation process.

These measures were recognised by The Banker with the award of Bank of the Year in Spain.

Business performance

Loans and advances to customers fell 6%. In gross terms, excluding reverse repurchase agreements, they also fell 6% in the year, impacted by wholesale banking and institutions deleveraging due to the market environment and the progress towards a more capital efficient model. Additionally, new mortgage lending does not yet offset maturities, however, consumer stock increased in the last 12 months.

Customer deposits increased 1% compared to 2018. Excluding repos growth was also 1%. Demand deposits rose 4%, which offset the decrease in time deposits (-12%) as a result of a low interest rate environment. The cost of deposits fell from 34 bps in the fourth quarter of 2018 to 13 bps in the fourth quarter of 2019.

Customer funds rose 3% including the 12% increase in mutual funds. In addition, EUR 14,424 million are managed in pension plans, which grew 2% in the year.

Results

Underlying attributable profit amounted to EUR 1,585 million (15% of the Group's total operating areas) with an underlying RoTE of 10.5%.

Compared to 2018, underlying attributable profit was 2% higher. Profit before tax rose 5%, as follows:

- **Total income** fell slightly (-1%). Net interest income dropped 4%, due to lower wholesale and ALCO volumes, lower institution volumes and the impact of IFRS 16, partially offset by improved customer spreads. Excluding the IFRS 16 impact, it fell 2%.

Net fee income was down 5%, mainly due to lower activity at SCIB. Gains on financial transactions rose 49%, driven by active portfolio management, taking advantage of market movements. Other operating income was lower mainly due to lower equity method results driven by the sale of Testa and WiZink.

- **Administrative expenses and amortisations** fell 7% due to the efficiencies resulting from the Banco Popular integration and the optimisation efforts. The efficiency ratio stood at 53.6%, 3.4 pp better than in 2018.
- **Net loan-loss provisions** rose 9%. Nevertheless, the NPL ratio improved (-38 bps in the year), cost of credit stood at low levels (43 bps) and the stock of NPLs fell by more than EUR 1,800 million.
- **Other gains (losses) and provisions** increased their losses in the year, partly due to provisions related to foreclosed assets and increased operational risk.

Spain

EUR million			
Underlying income statement	2019	2018	%
Net interest income	3,919	4,093	(4.3)
Net fee income	2,481	2,624	(5.5)
Gains (losses) on financial transactions ^A	1,046	703	48.8
Other operating income	61	195	(68.9)
Total income	7,506	7,615	(1.4)
Administrative expenses and amortisations	(4,021)	(4,338)	(7.3)
Net operating income	3,485	3,277	6.4
Net loan-loss provisions	(856)	(789)	8.5
Other gains (losses) and provisions	(455)	(425)	7.1
Profit before tax	2,174	2,063	5.4
Tax on profit	(589)	(508)	15.9
Profit from continuing operations	1,585	1,555	1.9
Net profit from discontinued operations	—	—	—
Consolidated profit	1,585	1,555	1.9
Non-controlling interests	0	(1)	(89.7)
Underlying attributable profit to the parent	1,585	1,554	2.0

Balance sheet

Loans and advances to customers	185,179	196,101	(5.6)
Cash, central banks and credit institutions	78,334	79,100	(1.0)
Debt instruments	34,288	48,849	(29.8)
Other financial assets	1,393	2,515	(44.6)
Other asset accounts	23,908	22,436	6.6)
Total assets	323,102	349,001	(7.4)
Customer deposits	240,427	238,372	0.9
Central banks and credit institutions	25,231	56,062	(55.0)
Marketable debt securities	26,855	24,628	9.0
Other financial liabilities	8,971	6,216	44.3
Other liabilities accounts	5,222	8,916	(41.4)
Total liabilities	306,706	334,193	(8.2)
Total equity	16,396	14,807	10.7

Spain**EUR million****Underlying income statement**

	2019	2018	%
<i>Pro memoria:</i>			
Gross loans and advances to customers ^B	191,280	203,288	(5.9)
Customer funds	308,747	298,860	3.3
Customer deposits ^C	240,126	237,821	1.0
Mutual funds	68,621	61,039	12.4

Ratios (%) and operating data

Underlying RoTE	10.48	10.42	0.06
Efficiency ratio	53.6	57.0	(3.4)
NPL ratio	6.94	7.32	(0.38)
NPL coverage	41.1	43.7	(2.6)
Number of employees	27,630	31,229	(11.5)
Number of branches	3,235	4,365	(25.9)

A. Includes exchange differences.

B. Excluding reverse repos.

C. Excluding repos.

Santander Consumer Finance

Strategy

SCF is Europe's consumer finance leader, with a presence in 15 countries and more than 130,000 associated points of sale (auto dealers and shops). It also has a significant number of finance agreements with auto and motorcycle manufacturers and retail distribution groups.

In 2019, SCF continued to gain market share, underpinned by a solid business model: highly diversified by countries with a critical mass in key products, greater efficiency than competitors and a risk control and recovery system that enables it to maintain better credit quality indicators than our competitors.

Additionally, we continued to sign and develop new agreements, both with retail distributors as well as manufacturers, seeking to help them in their commercial transformation processes and thus increase the value proposition for the final customer.

Two strategic deals were carried out this year to strengthen presence in Europe and improve the product offering and services:

- An agreement with Hyundai Kia in Germany to acquire 51% of its auto financing company, strengthening SCF's position in the country.
- The agreement with Ford Motor Company to acquire Forso AB in the fourth quarter, their captive finance company in the Nordic countries, to reinforce its position in this market.

In 2019 management focused on:

- Remaining among the Top 3 in auto finance in the main markets while optimising capital consumption and strengthening pan-European relationships with 15 brands and more than 70,000 vehicle points of sale.
- Maximising capital efficiency, in a competitive environment characterised by the entry of new competitors, an excess of market liquidity and moderate GDP growth.
- Accelerating progress toward a more digital and analytical consumer finance business model, with more innovative solutions and excellent customer experience.

Of note, SCF was once again recognised as Top Employer Europe 2019 in Austria, Belgium, Germany, Italy, the Netherlands and Poland.

Business performance

The stock of loans and advances to customers rose 7% compared to 2018. Gross loans excluding reverse repurchase agreements and the impact of exchange rates, also grew 7%. Almost all countries grew their business, more than 70% of lending is in countries with the highest ratings and Germany and the Nordics account for 50% of the portfolio.

New lending increased 5% compared to 2018 (significantly better than the performance of new car sales in the European market), with growth in almost all countries driven by commercial agreements in several of them. Of note were the rises in Germany, France and Italy.

Customer deposits amounted to EUR 39,602 million and continue to be a product that sets us apart from our competitors, remaining stable in the previous quarters because of the different initiatives carried out to complete the digital transformation plan.

Recourse to wholesale funding increased strongly, with EUR 19,826 million issued in the year, once again demonstrating our capacity to access the wholesale funding markets and investor confidence in its business.

Results

Underlying attributable profit was EUR 1,314 million in 2019 (13% of the Group's total operating areas) and underlying RoTE was 15.3%.

Compared to 2018, underlying attributable profit was 2% higher in euros excluding the exchange rate impact, by lines:

- **Total income** rose 3%, driven by net interest income (+4%) due to higher volumes. Net fee income increased 3%, notably in Germany.
- **Administrative expenses and amortisations** increased 3%, impacted by the acquisition of Hyundai Kia's joint venture in Germany, but below business volume growth, benefiting from the efficiency projects carried out in several units.
- **Net loan-loss provisions** increased 32%, mainly due to lending growth, change of product mix in Spain and lower written-off portfolio sales in the Nordic countries. The cost of credit remained low for this type of business (0.48%), highlighting the good performance of portfolios. The NPL ratio and the coverage ratio stood at 2.30% and 106%, respectively, with no material change compared to December 2018.
- **Other gains (losses) and provisions** amounted to EUR +20 million compared to EUR -125 million in 2018, partly due to lower impairment losses on other assets and transformation costs.
- The largest contribution to the underlying attributable profit came from Germany (EUR 361 million), the Nordic countries (EUR 291 million) and Spain (EUR 235 million).

Santander Consumer Finance

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Net interest income	3,848	3,723	3.4	3.9
Net fee income	823	798	3.1	3.2
Gains (losses) on financial transactions A	(8)	55	—	—
Other operating income	47	34	35.7	35.2
Total income	4,710	4,610	2.2	2.6
Administrative expenses and amortisations	(2,038)	(1,989)	2.5	2.9
Net operating income	2,672	2,622	1.9	2.3
Net loan-loss provisions	(477)	(360)	32.5	32.4
Other gains (losses) and provisions	20	(125)	—	—
Profit before tax	2,215	2,137	3.7	4.2
Tax on profit	(598)	(576)	3.8	4.3
Profit from continuing operations	1,618	1,561	3.6	4.1
Net profit from discontinued operations	—	—	—	—
Consolidated profit	1,618	1,561	3.6	4.1
Non-controlling interests	(303)	(268)	13.4	13.5
Underlying attributable profit to the parent	1,314	1,293	1.6	2.2
Balance sheet				
Loans and advances to customers	102,262	95,366	7.2	7.0
Cash, central banks and credit institutions	8,258	6,096	35.5	35.2
Debt instruments	3,197	3,325	(3.8)	(4.2)
Other financial assets	33	31	5.6	5.4

Underlying income statement	2019	2018	%	% excl. FX
Other asset accounts	4,001	2,890	38.4	38.2
Total assets	117,750	107,708	9.3	9.1
Customer deposits	39,602	36,579	8.3	8.1
Central banks and credit institutions	25,159	24,968	0.8	0.6
Marketable debt securities	36,776	31,281	17.6	17.4
Other financial liabilities	1,413	771	83.2	83.1
Other liabilities accounts	3,865	3,520	9.8	9.7
Total liabilities	106,815	97,120	10.0	9.8
Total equity	10,935	10,588	3.3	2.9
Pro memoria:				
Gross loans and advances to customers B	104,783	97,707	7.2	7.0
Customer funds	39,602	36,531	8.4	8.2
Customer deposits C	39,602	36,531	8.4	8.2
Mutual funds	—	—	—	—
Ratios (%) and operating data				
Underlying RoTE	15.26	15.83	(0.57)	
Efficiency ratio	43.3	43.1	0.1	
NPL ratio	2.30	2.29	0.01	
NPL coverage	106.1	106.4	(0.3)	
Number of employees	14,448	14,865	(2.8)	
Number of branches	416	438	(5.0)	

A. Includes exchange differences.

B. Excluding reverse repos.

C. Excluding repos.

UNITED KINGDOM

Strategy

We are further developing our strategy, with a focus on our core business and customer loyalty. We are investing to improve our technology and operations as well as a relentless focus on simplification, efficiency and improved returns.

We launched a multi-year transformation programme which aims to simplify, digitalise and automate the business by focusing on our operating model, structures and productivity.

We have already taken a number of decisive actions and plan to invest GBP 400 million in the medium-term with a 2-3 year payback. Subject to further strategic transformation opportunities, we expect to invest an additional GBP 100 million with a similar payback.

With regards to commercial activity:

- We continue to focus on our core mortgage business. In 2019, we helped 37,000 first time buyers purchase their home (+37%) through regular in-branch events to help people access information about the home-buying process. Held in branches across the UK, the events are free of charge.

We backed a new fintech, Mortgage Engine, which is designed to redefine the mortgage process. The platform, which was built and financed by Santander, is the first fully functioning multi-decision in principle technology available in the UK mortgage market.

- For our business customers, we continue to support customers in realising their ambitions by our unique international proposition and expertise. We are continuing to develop our international proposition, with 100 trade events in the year and increased the number of trade corridors by 7 to 17.

We are further developing our digital proposition through 2019 to deliver excellent customer experience. The number of digital customers reached 5.8 million, up 6% year-on-year. In 2019 we retained 60% of refinanced mortgage loans online, an increase of 5 pp year-on-year. We also opened 52% of current accounts and 62% of credit cards through digital channels.

In addition to the focus on digitalisation, we have taken decisive steps to improve customer experience, efficiency and competitiveness. This year, we outlined a significant restructure to optimise our branch network for the future and we announced plans to reshape our Corporate & Commercial business in order to stay fit for the future and deepen the relationships with SME and mid-sized customers.

We believe that our strategy leaves us strongly positioned to deliver on our medium-term targets.

Business performance

Loans and advances to customers increased 9% in euros compared to 2018. In gross terms, excluding reverse repurchase agreements and the exchange rate impact, they rose 4%, with the strongest mortgage growth in a decade, underpinned by our focus on pricing, customer retention and service, partially offset by managed reductions in commercial real estate exposure.

Customer deposits rose 10% year-on-year in euros and were 2% higher excluding repurchase agreements and the exchange rate impact. Demand deposits increased 2% and time deposits remained stable. Mutual funds grew 3%.

Results

Underlying attributable profit amounted to EUR 1,077 million in 2019 (11% of the Group's total operating areas), and underlying RoTE was 7.3%.

Compared to 2018, underlying attributable profit was 15% lower in euros and 16% excluding the exchange rate impact, as follows:

- **Total income** declined 9% due to lower net interest income (-8%) affected by competitive pressure on mortgage spreads and continued SVR (Standard Variable Rate) attrition.

Net fee income fell 6%, partly due to lower income from mutual funds and regulatory changes in overdrafts. Gains on financial transactions also fell in the year.

- **Administrative expenses and amortisations** declined 1% (-2.7% in real terms), with delivery of efficiency savings from our strategic transformation programme.
- **Net loan-loss provisions** were 46% higher, however from very low levels, mainly driven by some single name cases and lower releases. Cost of credit remained at low levels (10 bps).

The NPL ratio improved to 1.01%, backed by our prudent approach to risk and the resilience of the UK economy. The coverage ratio rose to 37% (33% in 2018).

- **Other gains (losses) and provisions** decreased 43% due to the non-repeat of charges related to retail credit business operations and to historical probate and bereavement practices in 2018.

United Kingdom

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Net interest income	3,788	4,078	(7.1)	(7.9)
Net fee income	866	912	(5.1)	(5.9)
Gains (losses) on financial transactions ^A	12	88	(86.9)	(87.0)
Other operating income	62	53	16.1	15.1
Total income	4,727	5,132	(7.9)	(8.7)
Administrative expenses and amortisations	(2,835)	(2,837)	0.0	(0.9)
Net operating income	1,892	2,295	(17.6)	(18.3)
Net loan-loss provisions	(253)	(171)	47.5	46.2
Other gains (losses) and provisions	(184)	(321)	(42.7)	(43.1)
Profit before tax	1,455	1,803	(19.3)	(20.0)
Tax on profit	(355)	(506)	(29.8)	(30.4)
Profit from continuing operations	1,100	1,296	(15.2)	(15.9)
Net profit from discontinued operations	—	—	—	—
Consolidated profit	1,100	1,296	(15.2)	(15.9)
Non-controlling interests	(22)	(25)	(9.7)	(10.5)
Underlying attributable profit to the parent	1,077	1,272	(15.3)	(16.0)

Balance sheet

Loans and advances to customers	273,528	249,991	9.4	4.1
Cash, central banks and credit institutions	39,314	37,246	5.6	0.4

United Kingdom

EUR million

	2019	2018	%	% excl. FX
Underlying income statement				
Debt instruments	20,187	26,517	(23.9)	(27.6)
Other financial assets	943	594	58.8	51.1
Other asset accounts	8,498	9,431	(9.9)	(14.3)
Total assets	342,470	323,779	5.8	0.6
Customer deposits	229,361	208,179	10.2	4.8
Central banks and credit institutions	25,075	25,821	(2.9)	(7.6)
Marketable debt securities	64,340	67,556	(4.8)	(9.4)
Other financial liabilities	2,671	2,097	27.4	21.2
Other liabilities accounts	4,409	4,126	6.8	1.6
Total liabilities	325,856	307,779	5.9	0.7
Total equity	16,614	16,000	3.8	(1.2)
<i>Pro memoria:</i>				
Gross loans and advances to customers ^B	249,214	228,548	9.0	3.7
Customer funds	218,944	204,424	7.1	1.9
Customer deposits ^C	210,727	196,848	7.1	1.8
Mutual funds	8,218	7,576	8.5	3.2
Ratios (%) and operating data				
Underlying RoTE	7.28	9.33	(2.05)	
Efficiency ratio	60.0	55.3	4.7	
NPL ratio	1.01	1.08	(0.07)	
NPL coverage	36.5	32.9	3.6	
Number of employees	24,490	25,534	(4.1)	
Number of branches	616	755	(18.4)	

A. Includes exchange differences.

B. Excluding reverse repos.

C. Excluding repos.

PORTUGAL

Strategy

The commercial and digital transformation strategy focused on simplifying processes and the product offering continued in 2019, and spurred growth in loyal and digital customers:

- Following the **commercial transformation** strategy, two Work Café branches were opened in Lisbon and Coimbra in 2019, together with a new Smart Red office at Lisbon's airport. In the corporate segment, we strengthened our presence in the agri-food and tourism segments.
- The **digital offering** was expanded with a number of new initiatives. Of note are the updated santander.pt website, the review of mortgage origination processes aimed at reducing concession times and increasing customer satisfaction, and the launch of CrediSimples Negocios, which allows companies to take out loans online.

Sales through digital channels accounted for 35% of the total sales, and CrediSimples accounted for 21% of new personal loans in 2019.

In **customer loyalty** we remained focused on simplifying processes and the product offering, and spurred growth in loyal and digital customers, through various commercial initiatives.

As a result, as at December 2019, we had 778,000 loyal customers and 775,000 digital customers (up 3% and 6%, respectively, in the year).

We continued to be recognised as the **best bank in Portugal** and were named the best bank in the country in 2019 by The Banker, Euromoney and Global Finance and Best Retail Bank in 2019 by World Finance.

Private Banking activity was the leader in Portugal in 2019 according to Euromoney and Global Finance.

Lastly, we were named the Best Bank and the second best company to work for in Portugal, by the Great Place to Work Institute.

We maintained the best **risk ratings** by the rating agencies, aligned with or above the sovereign's. S&P upgraded the long-term debt rating to BBB in March, and Moody's upgraded the deposit rating to Baa1 in July.

Business performance

Loans and advances to customers activity remained strong in the year. New lending to companies and mortgages remained very dynamic, with market shares of around 20%.

Despite this strong activity, the stock of loans and advances to customers remained stable. Excluding reverse repurchase agreements, they fell 1%, impacted by a market that is still deleveraging.

Customer deposits were up 5% year on year, driven largely by demand deposits (+14%), which more than offset the decrease in time deposits (-1%). This produced growth in deposits, while the cost of deposits continued to decrease. Mutual funds also rose and, consequently, customer funds increased 8%.

In addition, EUR 1,357 million is managed in pension funds, 18% more than in 2018.

Results

Underlying attributable profit amounted to EUR 525 million in **the year** (5% of the Group's total operating areas), and underlying RoTE was 12.8%.

Compared to 2018, underlying attributable profit rose 10%, as follows:

- **Total income** increased 2%, driven by net fee income (+4%) and gains on financial transactions from ALCO portfolio sales, while net interest income remained stable, dampened by the reduction in the stock of loans and low interest rates.
- **Administrative expenses and amortisations** fell 3%, due to efficiencies generated from the integration of Banco Popular and the impacts related to the digital transformation: on the one hand, reviewing and simplifying internal processes and on the other hand, optimising the branch network in a more digital customer environment. As a result, the net margin was up 7% and the efficiency ratio improved to 45% (48% in 2018).
- **Net loan-loss provisions** were slightly positive due to higher recoveries, mainly in the first quarter of the year, resulting in a cost of credit practically at zero.

The NPL ratio was 4.83%, after sharply falling during the year (-111 bps) due to the strategy followed after the acquisition of Banco Popular. Coverage was 53%.

- **Other gains (losses) and provisions** remained at insignificant levels.

Portugal

EUR million

Underlying income statement	2019	2018	%
Net interest income	856	858	(0.2)
Net fee income	390	377	3.6
Gains (losses) on financial transactions ^A	111	75	47.5
Other operating income	17	34	(49.0)
Total income	1,375	1,344	2.3
Administrative expenses and amortisations	(623)	(644)	(3.2)
Net operating income	751	700	7.4
Net loan-loss provisions	8	(32)	—
Other gains (losses) and provisions	(9)	18	—
Profit before tax	750	686	9.3
Tax on profit	(223)	(205)	9.0
Profit from continuing operations	527	481	9.4
Net profit from discontinued operations	—	—	—
Consolidated profit	527	481	9.4
Non-controlling interests	(2)	(2)	(21.5)
Underlying attributable profit to the parent	525	479	9.6

Balance sheet

Loans and advances to customers	35,406	35,470	(0.2)
Cash, central banks and credit institutions	4,675	3,454	35.4
Debt instruments	12,580	12,303	2.3
Other financial assets	1,695	1,877	(9.7)

Portugal

EUR million

Underlying income statement	2019	2018	%
Other asset accounts	1,769	1,904	(7.1)
Total assets	56,125	55,007	2.0
Customer deposits	39,258	37,217	5.5
Central banks and credit institutions	8,003	8,009	(0.1)
Marketable debt securities	3,384	4,259	(20.5)
Other financial liabilities	276	257	7.7
Other liabilities accounts	1,516	1,197	26.7
Total liabilities	52,438	50,938	2.9
Total equity	3,688	4,069	(9.4)

Pro memoria:

Gross loans and advances to customers ^B	36,321	36,568	(0.7)
Customer funds	42,324	39,143	8.1
Customer deposits ^C	39,258	37,217	5.5
Mutual funds	3,066	1,926	59.2

Ratios (%) and operating data

Underlying RoTE	12.80	12.02	0.77
Efficiency ratio	45.3	47.9	(2.6)
NPL ratio	4.83	5.94	(1.11)
NPL coverage	52.8	50.5	2.3
Number of employees	6,582	6,705	(1.8)
Number of branches	542	572	(5.2)

A. Includes exchange differences.

B. Excluding reverse repos.

C. Excluding repos.

POLAND

Strategy

In November 2018, the retail and SMEs businesses were successfully acquired from Deutsche Bank Polska. During 2019, there was ongoing focus on integration of the customer base and achievement of synergies related to acquisition.

We maintained our strategy to become the **bank of first choice**, anticipating and responding to customer expectations. As part of this strategy, we continued to expand and modernise our **omni-channel** strategy:

- The **digital transformation** continued during the year with the launch of the new services such as a single login for individual and business services, a facility to customise customer login settings for internet and mobile banking, and SCA (Strong Customer Authentication).
- The credit card and loan after-sale services were digitalised.

- We now offer six cashless payment methods.
- In September, the first Work Café in Poland was opened.

As a result, we continued to see growth in the number of loyal and digital customers, up 12% and 14%, respectively in the year, and we once again were named one of the best banks across several categories by different publications including: first position in the *Newsweek's Friendly Bank* ranking in the Traditional Banking category and the second in the Internet Banking category; second best institution in Forbes Best Business Bank ranking; and Best Investment Bank in Poland in *Euromoney Awards for Excellence 2019*.

Business performance

Loans and advances to customers were up 7% in euros compared to December 2018. In gross terms and excluding reverse repurchase agreements and the exchange rate impact, loans grew 5%, backed by the target segments: SMEs, individuals (driven by mortgages and cash loans) and SCIB.

Customer deposits increased 6% year-on-year in euros. Excluding repurchase agreements and at constant exchange rates, deposits rose 5%. Time deposits declined 13% due to active liquidity management and the reduction of the cost of deposits, which fell from 0.89% in the fourth quarter of 2018 to 0.74% in the same period of 2019. Demand deposits increased 15%.

Total customer funds, including mutual funds, were 6% higher.

Results

Underlying attributable profit in 2019 amounted to EUR 349 million (3% of the Group's total operating areas), and underlying RoTE was 11.2%.

Compared to 2018, underlying profit rose 18% in euros and 19% excluding the exchange rate impact. The year-on-year comparison is favoured by the acquisition of Deutsche Bank Polska's retail and SME businesses (2 months of earnings in 2018 vs full year in 2019). By lines:

- **Total income** increased 16%, driven largely by net interest income (+19%), underpinned by the Bank's key segments and net fee income (+4%) from lending and foreign currencies.

Gains on financial transactions rose 115% (though from a low base, as it only totals EUR 93 million) and other operating income recorded greater losses impacted by the higher Deposit Guarantee Fund (BFG in Polish) contributions.

- **Administrative expenses and amortisations** grew 9%, less than growth in revenue, despite the domestic wage pressures, improving efficiency to 40% (-3 pp in the year).
- **Net loan-loss provisions** were 36% higher mainly due to the larger size of the loan portfolio after the acquisition (the average loan portfolio rose 23%). The cost of credit stood at 0.72% (0.65% in 2018), while the NPL ratio stood around 4.30% and coverage increased to 67%.
- **Other gains (losses) and provisions** were 5% lower despite an increase in Banking Tax in the year.

Poland

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Net interest income	1,171	996	17.6	18.6
Net fee income	467	453	3.1	4.0

Poland

EUR million

	2019	2018	%	% excl. FX
Underlying income statement				
Gains (losses) on financial transactions ^A	93	44	112.9	114.7
Other operating income	(13)	(4)	218.9	221.6
Total income	1,717	1,488	15.4	16.4
Administrative expenses and amortisations	(693)	(640)	8.4	9.3
Net operating income	1,024	848	20.7	21.7
Net loan-loss provisions	(217)	(161)	34.5	35.6
Other gains (losses) and provisions	(127)	(135)	(6.2)	(5.4)
Profit before tax	681	552	23.3	24.3
Tax on profit	(170)	(131)	30.1	31.2
Profit from continuing operations	511	422	21.2	22.2
Net profit from discontinued operations	—	—	—	—
Consolidated profit	511	422	21.2	22.2
Non-controlling interests	(162)	(126)	28.8	29.9
Underlying attributable profit to the parent	349	296	17.9	18.9

Balance sheet

Loans and advances to customers	30,034	28,164	6.6	5.5
Cash, central banks and credit institutions	3,398	3,260	4.2	3.1
Debt instruments	9,285	10,570	(12.2)	(13.1)
Other financial assets	630	534	17.9	16.7
Other asset accounts	1,341	1,140	17.6	16.4
Total assets	44,688	43,669	2.3	1.3
Customer deposits	33,485	33,417	0.2	(0.8)
Central banks and credit institutions	2,319	2,165	7.1	6.0
Marketable debt securities	2,171	1,789	21.3	20.1
Other financial liabilities	762	558	36.5	35.1
Other liabilities accounts	923	809	14.0	12.9
Total liabilities	39,659	38,738	2.4	1.3
Total equity	5,029	4,930	2.0	0.9

Pro memoria:

Gross loans and advances to customers ^B	30,925	29,033	6.5	5.4
Customer funds	37,929	35,554	6.7	5.6
Customer deposits ^C	33,485	31,542	6.2	5.1
Mutual funds	4,444	4,012	10.8	9.6

Ratios (%) and operating data

Underlying RoTE	11.23	10.22	1.00	
Efficiency ratio	40.4	43.0	(2.6)	

Poland**EUR million**

Underlying income statement	2019	2018	%	% excl. FX
NPL ratio	4.31	4.28	0.03	
NPL coverage	66.8	67.1	(0.3)	
Number of employees	11,049	12,515	(11.7)	
Number of branches	515	611	(15.7)	

A. Includes exchange differences.

B. Excluding reverse repos.

C. Excluding repos.

NORTH AMERICA

Strategy

As part of the Group's strategy to increase the weight of the most profitable areas, in 2019 we increased our stake in Mexico, following the acquisition offer, from 74.96% to 91.65%, as well as in SC USA, where we began a new stock repurchase programme.

Regarding the regional strategy, **coordination between the units** has increased as we continue to pursue **join initiatives**, such as:

- Continued development of the **USMX trade corridor**. SCIB and Commercial Banking are working to deepen relationships with existing customers and increase customer acquisition in both countries, which is reflected in corridor revenue growth (SCIB: +41%; Commercial Banking: +23%).
- Launch of a commission-free same-day **remittance service** from Santander US branches to beneficiaries in Mexico.
- Cooperation between the technology **teams** in Mexico and the US to assess areas of improvement in governance, and joint initiatives to reduce duplication and optimise costs.
- Joint programmes between the local Human Resources, Legal and Audit areas to support growth initiatives and align policies.

In addition, the US and Mexico maintain their own strategic local priorities:

- In the US, our retail bank **Santander Bank's (SBNA) strategy** is focused on improving profitability reducing costs and continuing to improve customer satisfaction through digital channels and branches, while strengthening commercial banking and SCIB development.

In SC USA, focus is on managing origination growth while optimising profitability and promoting collaboration opportunities across the Group.
- In **Mexico**, we remained focused on strengthening the distribution network and developing digital channels through the investment plan carried out over the last three years, with the aim to attract new customers and increase loyalty.

Business performance

Loans and advances to customers in North America increased 15%, with double-digit growth in both the US and Mexico.

Gross loans and advances to customers excluding reverse repurchase agreements and the exchange rate impact rose 10% mainly due to growth in the US (+12%) driven by new lending volumes in SBNA and SC USA. Mexico increased by 5% driven by rises in both loans to individuals and corporates, where companies and government were partially offset by decreases in large corporates.

Solid trend in customer deposits, increasing 8% year-on-year. Excluding repurchase agreements and the exchange rate impact, 5% higher reflecting growth in SBNA and the New York branch. Mexico dropped slightly, with a strong performance in deposits from individuals while corporate deposits contracted, reflecting the focus on reducing the cost of deposits.

Mutual funds rose 12%, boosting customer funds by 7%.

Results

Underlying attributable profit in 2019 was EUR 1,667 million (16% of the Group's total operating areas), and underlying RoTE of 8.5% (13% excluding the excess of capital).

Underlying attributable profit increased 28% in euros. Excluding the exchange rate impact, it rose 21%, with strong growth in the US and in Mexico. By lines:

- **Total income** rose 5% reflecting the positive performance in Mexico (+8%) and the US (+4%), with all P&L lines growing. In absolute terms, of note was net interest income and leasing income in SC USA.
- **Administrative expenses and amortisations** were 5% higher affected by the final stage of the investment plan in Mexico. Efficiency remained stable slightly below 43%.
- **Net loan-loss provisions** rose 1% well below volume growth. The NPL ratio improved to 2.20% (-59 bps in the year) and the cost of credit to 2.76% (-36 bps in the year) due to the positive performance in both countries. Coverage was relatively stable at high levels (153%).
- **Other income and provisions** fell 4%.
- Lastly, **non-controlling interests** were lower due to the Group's increased equity stake in Mexico and SC USA.

NORTH AMERICA

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Net interest income	8,926	8,154	9.5	3.9
Net fee income	1,776	1,615	10.0	4.4
Gains (losses) on financial transactions ^A	230	173	33.0	26.3
Other operating income	672	534	25.8	19.3
Total income	11,604	10,476	10.8	5.1
Administrative expenses and amortisations	(4,968)	(4,488)	10.7	5.1
Net operating income	6,636	5,988	10.8	5.2
Net loan-loss provisions	(3,656)	(3,449)	6.0	0.6
Other gains (losses) and provisions	(205)	(202)	1.2	(4.0)
Profit before tax	2,776	2,337	18.8	12.8
Tax on profit	(683)	(599)	14.1	8.3
Profit from continuing operations	2,092	1,738	20.4	14.3
Net profit from discontinued operations	—	—	—	—
Consolidated profit	2,092	1,738	20.4	14.3
Non-controlling interests	(426)	(433)	(1.8)	(6.8)
Underlying attributable profit to the parent	1,667	1,304	27.8	21.3

Balance sheet

Loans and advances to customers	133,726	116,196	15.1	11.7
Cash, central banks and credit institutions	22,885	28,845	(20.7)	(23.5)
Debt instruments	33,746	27,302	23.6	18.8
Other financial assets	10,759	9,974	7.9	3.5
Other asset accounts	22,741	18,602	22.3	19.2

NORTH AMERICA

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Total assets	223,856	200,919	11.4	7.9
Customer deposits	98,915	91,896	7.6	4.1
Central banks and credit institutions	38,942	26,048	49.5	44.6
Marketable debt securities	44,097	43,758	0.8	(1.7)
Other financial liabilities	11,763	11,379	3.4	(1.4)
Other liabilities accounts	6,237	5,966	4.5	1.1
Total liabilities	199,954	179,046	11.7	8.1
Total equity	23,902	21,872	9.3	6.2

Pro memoria:

Gross loans and advances to customers ^B	130,592	114,888	13.7	10.3
Customer funds	113,407	102,869	10.2	6.6
Customer deposits ^C	92,231	84,769	8.8	5.3
Mutual funds	21,175	18,100	17.0	12.3

Ratios (%) and operating data

Underlying RoTE	8.52	7.62	0.91
Efficiency ratio	42.8	42.8	0.0
NPL ratio	2.20	2.79	(0.59)
NPL coverage	153.0	137.4	15.6
Number of employees	37,866	37,168	1.9
Number of branches	2,043	2,078	(1.7)

A. Includes exchange differences.

B. Excluding reverse repos.

C. Excluding repos.

UNITED STATES

Strategy

Santander US includes Santander Holdings USA (SHUSA, our intermediate holding company) and its subsidiaries: Santander Bank (SBNA), which is one of the largest banks in the north-eastern US, Santander Consumer USA (SC USA), an auto finance business based in Dallas, Texas, the international private banking unit in Miami, the Bank's branch in New York and the retail and commercial bank in Puerto Rico (the sale of which was agreed in H2 2019 and is expected to close mid-2020).

In 2019, Santander US continued to strengthen its regulatory foundation, improved its financial performance driven principally by SC USA profitability and continued to demonstrate its commitment to the communities in which it operates.

By main businesses, Santander US focused on the following strategic priorities:

Santander Bank:

- Focus on digital and branch transformation initiatives centred on customer experience and deepening relationships with commercial clients by leveraging international value proposition.
- In addition, SBNA aims to improve profitability through disciplined expense management and simplification of processes and organisational structure.
- SBNA's partnership with SC USA in auto finance was very successful in 2019, originating over USD 7 billion of prime auto loans in the year.

Santander Consumer USA:

- Improve profitability by managing origination growth while optimising spreads and promoting collaboration opportunities across the Group.
- SC USA originated USD 31.3 billion in 2019, helping to strengthen SC USA's partnership with Fiat Chrysler.
- As part of the share repurchase programme announced in June 2019, SC USA announced a tender offer to purchase up to USD 1 billion of shares of its common stock, at a range of USD 23 and USD 26 per share. The maximum number of shares proposed to be repurchased represents approximately 13% of its outstanding common stock (at time of announcement assuming a USD 23 per share purchase price). The offer runs from 30 January 2020 to 27 February 2020.

Business performance

After another positive year in terms of growth, loans and advances to customers at Santander US increased 15% in euros. Excluding the exchange rate impact and reverse repurchase agreements, gross loans and advances to customers were 12% higher, due to:

- Robust auto origination volumes at SC USA and commercial lending in SCIB.
- New lending which includes the continuation of the aforementioned auto finance lending programme of SC USA and SBNA.

Customer deposits rose 10% in euros year-on-year. Excluding repurchase agreements and the exchange rate impact, customer deposits were also 10% higher, boosted by the strong growth in corporate deposits, particularly time deposits, in the New York branch and the good performance of SBNA.

Mutual funds increased 20% excluding the exchange rate impact.

As a result, customer funds rose 13% (+11% excluding the exchange rate impact).

Results

Underlying attributable profit in the year was EUR 717 million (7% of the Group's total operating areas), and underlying RoTE was 4.8% (9% adjusting for the excess of capital).

Underlying attributable profit was 31% higher in euros. Excluding the exchange rate impact, growth was 24%, underpinned largely by SC USA. By line items:

- **Total income** increased 4% due to net interest income (+2%, benefiting from higher volumes, more than offsetting the impact of lower interest rates), net fee income (+5% growth in SCIB customer activity), gains on financial transactions (+73%) and other operating income (+15%, due to higher income from leasing).
- **Administrative expenses and amortisations** increased 4% due to higher technology and origination costs due to greater volumes. In real terms, growth was 1.8%.
- **Net loan-loss provisions** rose 1%, well below volume growth, significantly improving asset quality ratios in the year: cost of credit improved to 2.85% (compared to 3.27% in 2018), NPL ratio of 2.20% (72 bps better than in 2018) and coverage at 162% (143% in 2018).
- **Other gains (losses) and provisions** fell 5% in 2019 versus 2018.
- **Non-controlling interests** remained flat compared to the 17% growth on profit from continuing operations.

United States

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Net interest income	5,769	5,391	7.0	1.5
Net fee income	947	859	10.2	4.6
Gains (losses) on financial transactions ^A	131	72	82.1	72.8
Other operating income	759	628	20.9	14.7
Total income	7,605	6,949	9.4	3.8
Administrative expenses and amortisations	(3,297)	(3,019)	9.2	3.6
Net operating income	4,309	3,930	9.6	4.0
Net loan-loss provisions	(2,792)	(2,618)	6.6	1.2
Other gains (losses) and provisions	(200)	(199)	0.3	(4.8)
Profit before tax	1,317	1,113	18.3	12.2
Tax on profit	(370)	(346)	6.9	1.4
Profit from continuing operations	947	767	23.4	17.1
Net profit from discontinued operations	—	—	—	—
Consolidated profit	947	767	23.4	17.1
Non-controlling interests	(230)	(218)	5.4	0.0
Underlying attributable profit to the parent	717	549	30.6	23.9

Balance sheet

Loans and advances to customers	98,707	85,564	15.4	13.2
Cash, central banks and credit institutions	12,829	16,442	(22.0)	(23.4)
Debt instruments	16,677	13,160	26.7	24.3

United States

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Other financial assets	4,320	4,291	0.7	(1.2)
Other asset accounts	18,882	15,585	21.2	18.9
Total assets	151,415	135,043	12.1	10.0
Customer deposits	63,371	57,568	10.1	8.0
Central banks and credit institutions	25,126	16,507	52.2	49.3
Marketable debt securities	37,132	37,564	(1.1)	(3.0)
Other financial liabilities	4,146	3,098	33.9	31.3
Other liabilities accounts	4,093	3,798	7.8	5.7
Total liabilities	133,868	118,535	12.9	10.8
Total equity	17,547	16,508	6.3	4.3

Pro memoria:

Gross loans and advances to customers ^B	95,742	83,696	14.4	12.2
Customer funds	72,604	64,239	13.0	10.9
Customer deposits ^C	62,608	56,064	11.7	9.6
Mutual funds	9,996	8,176	22.3	20.0

Ratios (%) and operating data

Underlying RoTE	4.78	4.10	0.69
Efficiency ratio	43.3	43.4	(0.1)
NPL ratio	2.20	2.92	(0.72)
NPL coverage	161.8	142.8	19.0
Number of employees	17,372	17,309	0.4
Number of branches	621	660	(5.9)

A. Includes exchange differences.

B. Excluding reverse repos.

C. Excluding repos.

MEXICO

Strategy

As regards the commercial transformation strategy, we completed the three-year investment plan carried out to improve multichannel offering, renew infrastructure and systems, strengthen the distribution model and launch new commercial initiatives to attract new customers and increase loyalty with more products and services.

We are developing different projects regarding the **distribution model** as a part of the strategy of being closer to our customers and improving their experience, such as:

- The transformation of 541 branches and the number of latest generation full function ATMs reaching 1,093 (12% of total ATMs).
- The opening of the first Work Café branch, following the Group's strategy in other countries.
- We inaugurated in partnership with FUNO, one of the main developers in the country, *Isla Financiera Santander* in several shopping centres, an innovative proposal that combines digital banking with personal advice.

In **digital strategy**, SuperMóvil continued to add new functionalities. Of note:

- *Cardless cash* withdrawals from ATMs simply, safely and free from commissions.
- *Santander Tap*, an instant messaging transfer system for transactions between our customers and for sending money to customers of other banks, with no business hours restriction and commission free.
- *Mis Metas*, a tool to help customers meet their savings goals.

Also of note is the strategic alliance with CONTAQi and InnoHub, fintech developers specialised in the **SME** segment, in order to boost out value offering and strengthen our leadership in this segment.

In addition, our **commercial strategy** was complemented with new products and services, such as:

- *Santander Plus*, our main loyalty programme, continued its positive trend and added customer benefits related to loans, insurance and commercial alliances. At year-end, more than 7 million customers, 53% of whom are new, had registered.
- *Hipoteca Plus*, a programme in which customers benefit from one of the lowest rates in the market.
- Launch of the Legacy credit card for **Private Banking** customers, where we are the country's first and only bank to have an alliance with American Express.
- *The Tuiio* programme, our financial inclusion initiative, offers products and services specially designed for low-income and unbanked population. At the end of the year, it had 85 branches in 18 states, more than 100,000 customers and a portfolio exceeding MXN 261 million, with more than MXN 1 billion of originations since its release, being the first company of this type in the country to achieve this scale in less than two years.

These measures resulted in the strong increase in loyal and digital customers, notably mobile banking.

Business performance

Loans and advances to customers increased 14% in euros, compared to 2018. Gross loans and advances to customers, excluding reverse repurchase agreements and the exchange rate impact, rose 5% with focus on profitability and growth in loans to individuals (consumer credit +6%, credit cards +6% and mortgage loans +7%) as well as companies and government, offsetting the decrease in large corporates.

Customer deposits rose 4% in euros. Excluding repurchase agreements and the exchange rate impact, they decreased 3% reflecting the focus on reducing the cost of deposits. Mutual funds rose 6%, and customer funds remained virtually stable.

Results

Underlying attributable profit amounted to EUR 950 million in the year (9% of the Group's total operating areas), with an underlying RoTE was 20.6%.

Compared to 2018, underlying attributable profit was 26% higher. Excluding the exchange rate impact underlying attributable profit rose 19%, as follows:

- **Total income** increased 8%, driven by net interest income (+9%), backed by greater volumes and higher interest rates. Net fee income grew 4%, largely due to credit cards and insurance. Gains on financial transactions were 7% lower due to market performance.
- **Administrative expenses and amortisations** were up 8%, in line with the last stage of the three-year investment plan.
- **Net loan-loss provisions** dropped 1%, providing a significant improvement in cost of credit to 2.49% compared to 2.75% a year ago. The NPL ratio was also lower at 2.19% (2.43% in 2018).

Lastly, our extraordinary general meeting of shareholders on 23 July approved the capital increase to acquire shares of Santander México from minority interests. The acquisition offer was subscribed by 67% of the targeted shares. As a result, our stake in Santander México increased from 74.96% to 91.65%, which has already had a positive impact in attributable profit of more than EUR 60 million.

Mexico

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Net interest income	3,157	2,763	14.2	8.5
Net fee income	829	756	9.7	4.2
Gains (losses) on financial transactions ^A	99	101	(1.7)	(6.7)
Other operating income	(87)	(94)	(7.1)	(11.8)
Total income	3,998	3,527	13.4	7.7
Administrative expenses and amortisations	(1,671)	(1,469)	13.8	8.1
Net operating income	2,327	2,058	13.1	7.4
Net loan-loss provisions	(863)	(830)	3.9	(1.3)
Other gains (losses) and provisions	(5)	(3)	49.9	42.4
Profit before tax	1,459	1,224	19.2	13.2
Tax on profit	(314)	(253)	23.8	17.6
Profit from continuing operations	1,145	971	18.0	12.1
Net profit from discontinued operations	—	—	—	—
Consolidated profit	1,145	971	18.0	12.1
Non-controlling interests	(196)	(215)	(9.1)	(13.7)
Underlying attributable profit to the parent	950	755	25.7	19.4

Balance sheet

Loans and advances to customers	35,019	30,632	14.3	7.9
Cash, central banks and credit institutions	10,056	12,403	(18.9)	(23.5)
Debt instruments	17,069	14,142	20.7	13.9
Other financial assets	6,439	5,683	13.3	6.9
Other asset accounts	3,859	3,016	27.9	20.7

Mexico

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Total assets	72,441	65,876	10.0	3.7
Customer deposits	35,544	34,327	3.5	(2.3)
Central banks and credit institutions	13,816	9,541	44.8	36.6
Marketable debt securities	6,965	6,194	12.4	6.1
Other financial liabilities	7,617	8,281	(8.0)	(13.2)
Other liabilities accounts	2,144	2,168	(1.1)	(6.7)
Total liabilities	66,086	60,512	9.2	3.0
Total equity	6,355	5,364	18.5	11.8

Pro memoria:

Gross loans and advances to customers ^B	34,850	31,192	11.7	5.4
Customer funds	40,803	38,630	5.6	(0.3)
Customer deposits ^C	29,624	28,705	3.2	(2.6)
Mutual funds	11,179	9,925	12.6	6.3

Ratios (%) and operating data

Underlying RoTE	20.61	20.24	0.37
Efficiency ratio	41.8	41.7	0.1
NPL ratio	2.19	2.43	(0.24)
NPL coverage	128.3	119.7	8.6
Number of employees	20,494	19,859	3.2
Number of branches	1,422	1,418	0.3

A. Includes exchange differences.

B. Excluding reverse repos.

C. Excluding repos.

SOUTH AMERICA

Strategy

South America is a region with great growth potential. It is made up of large economies with high levels of development forecasted, with a still under-banked population and with an expected increase in its middle class in the coming years, according to the estimates of the Inter-American Development Bank (IDB).

We have extensive experience in the region, which gives us a unique growth opportunity. To this end, in the year we focused on identifying initiatives that will enable businesses to expand further, based on positive experiences in other markets, which can be exported to others, for example:

- **In auto financing**, we are leveraging our leadership and experience of our business in Brazil to boost growth in other countries. In Colombia, for example, we have signed two alliances with digital vehicle platforms to strengthen our position in this market.
- In terms of **financing goods and services**, following the good performance in Uruguay, with record sales in insurance and consumer credit, we plan to export the model developed in this country to other regions.
- *Prospera*, our micro-credit programme in Brazil, is also being exported to other regions.

- In **payments**, we continued to be one of the largest credit card issuers and merchant acquirers in the region. During the year, we explored e-commerce strategies and instant domestic and international transfers. We also worked in the roll-out of Getnet, our acquiring business in Brazil, to the rest of South America. On the other hand, within the strategy of establishing Superdigital in all the countries in the region, we completed the preliminary launch in Chile.
- We further developed the **retail franchise** through the branch network transformation and boosting the multi-channel offering:
 - Regarding the transformation process, the *Work Café* experience is being developed further, with the opening of new branches in Brazil, Chile and Argentina.
 - Within the multi-channel offering, sales through digital channels already account for a high percentage of the total in Brazil and Argentina and continued to grow in Chile, driven by the new offerings launched in the *Life* model.

As a result, the number of loyal and digital customers increased strongly in the year (+7% and +15%, respectively).

Business performance

Loans and advances to customers increased 4%. Excluding reverse repos and the exchange rate impact, gross loans were 9% higher, with rises in all units: Uruguay +15%, Brazil and Chile grew 8% each.

Customer deposits grew 6% in euros compared to 2018. Excluding repurchase agreements and exchange rate impact, they rose 11% and increased across all units, mainly due to the strong performance of demand deposits (+21%). Mutual funds increased 15% enabling customer funds to increase 13%.

Results

Underlying attributable profit in the year amounted to EUR 3,924 million (37% of the Group's total operating areas), with an underlying RoTE of 20.6%.

Compared to 2018, underlying attributable profit increased 14% in euros. Excluding the exchange rate impact, it was up 18%, with growth in all countries, as follows:

- **Total income** increased 11%, underpinned by the sound customer revenue performance, driven by greater volumes, spreads management and increased loyalty. Net interest income rose 9% and net fee income increased by 15%.
- **Administrative expenses and amortisations** reflect commercial transformation plans, greater digitalisation of the retail network, reviews of collective wage agreements and high inflation in Argentina. The efficiency ratio improved 98 basis points to 36.1%.
- **Net loan-loss provisions** grew by 7%, at a slower pace than credit (+9%), enabling the cost of credit to improve by 8 bps in the year to 2.92%. In credit quality, the NPL ratio was 4.86% and coverage was 88%.
- **Other income and provisions** increased its negative impact 19%, after a greater charge for potential legal contingencies in Argentina and Brazil and lower reversals of provisions in Chile.

SOUTH AMERICA

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Net interest income	13,316	12,891	3.3	9.3
Net fee income	4,787	4,497	6.4	14.6
Gains (losses) on financial transactions ^A	565	498	13.3	38.1
Other operating income	(243)	(212)	14.4	87.4
Total income	18,425	17,674	4.2	10.7

SOUTH AMERICA

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Administrative expenses and amortisations	(6,656)	(6,558)	1.5	10.2
Net operating income	11,769	11,117	5.9	11.0
Net loan-loss provisions	(3,789)	(3,736)	1.4	7.4
Other gains (losses) and provisions	(748)	(663)	12.9	19.2
Profit before tax	7,232	6,717	7.7	12.2
Tax on profit	(2,644)	(2,642)	0.1	4.6
Profit from continuing operations	4,588	4,076	12.6	17.1
Net profit from discontinued operations	—	—	—	—
Consolidated profit	4,588	4,076	12.6	17.1
Non-controlling interests	(664)	(624)	6.4	9.8
Underlying attributable profit to the parent	3,924	3,451	13.7	18.4

Balance sheet

Loans and advances to customers	125,122	119,912	4.3	9.4
Cash, central banks and credit institutions	51,360	48,318	6.3	12.9
Debt instruments	45,619	45,225	0.9	3.6
Other financial assets	14,802	9,311	59.0	64.1
Other asset accounts	16,901	14,715	14.9	19.8
Total assets	253,804	237,480	6.9	11.8
Customer deposits	114,817	108,248	6.1	12.5
Central banks and credit institutions	41,989	38,584	8.8	12.0
Marketable debt securities	29,840	31,504	(5.3)	(1.9)
Other financial liabilities	34,062	28,570	19.2	23.0
Other liabilities accounts	10,613	8,699	22.0	26.3
Total liabilities	231,321	215,605	7.3	12.3
Total equity	22,483	21,875	2.8	7.2

Pro memoria:

Gross loans and advances to customers ^B	131,048	125,830	4.1	9.2
Customer funds	170,707	158,968	7.4	12.9
Customer deposits ^C	101,575	97,325	4.4	11.3
Mutual funds	69,131	61,643	12.1	15.5

Ratios (%) and operating data

Underlying RoTE	20.58	18.79	1.79	
Efficiency ratio	36.1	37.1	(1.0)	
NPL ratio	4.86	4.81	0.05	
NPL coverage	88.4	94.6	(6.2)	
Number of employees	69,508	70,337	(1.2)	

SOUTH AMERICA

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Number of branches	4,572	4,385	4.3	

A. Includes exchange differences.

B. Excluding reverse repos.

C. Excluding repos.

BRAZIL

Strategy

We ended 2019 with a positive performance of volumes and results, with a strategy focused on customer service, combined with an effective and profitable model that has enabled us to continue growing sustainably. As a result, we reached 26 million active customers and recorded high customer satisfaction levels.

The year's main initiatives by segments included:

- We continued to **expand to strategic regions** in the country. In Agribusiness, we reached 34 specialised shops and in *Prospera Microfinance*, we remained leaders amongst privately-owned banks, with more than 510,000 customers.
- In individuals, new payroll lending increased 26% year-on-year, reaching a market share of 11%. In mortgages, we launched a joint campaign with a large retailer and we joined the largest group of real estate web portals.
- In **auto finance**, we began *Santander Auto* transactions and started selling LOOP vehicles. In Webmotors, Cockpit enabled us to enhance the Bank and Santander Financiamentos' offer.
- In **acquiring**, we were pioneers in launching an interoperability solution that enables PoS users to take advantage of Getnet. We launched SuperGet and strengthened our e-commerce range.
- In **cards**, we increased credit turnover 18% year-on-year. The *Santander Way* app reached around 6.5 million active users, who accessed it 57 million times per month, and expanded its features, strengthening our payment platform.
- In **SMEs**, we launched *Santander Duo*, an offering linking the legal entity and natural person under a single manager. We have also carried out some actions aimed at sole traders. In **SCIB**, we increased activity and trading volumes, diversifying our income, and we were named leaders in some of the sector's most relevant rankings.
- As regards **new activities with high growth potential**, in Ben, we implemented food and transport vouchers, in *Pi Investimentos*, we increased the product portfolio, both in fixed income and mutual funds. In credit, we launched Sim, a multi-product platform focused on personal loans, and emDia, a debt renegotiation and financial education platform.
- Aligned with the **digital strategy**, we held the Black Week Santander Vem que Volta, a pioneer strategy where we offer our customers commercial benefits through strategic alliances.
- In addition, we launched *Santander On* in the app and opened some branches on weekends to offer financial advice.

We were named Best Bank in Brazil and Best Bank in Latin America by Euromoney, the Bank that most changes the World by the *Fortune Magazine* and the Most Sustainable Bank in Brazil by *Guia Exame de Sustentabilidade*.

In 2019, we continued to strengthen our culture: we carried out one of the largest corporate events in Brazil and have intensified brand promotion. Regarding our people we were named one of the best companies to work for by *The Great Place to Work* (GPTW) ranking, for the fourth year running.

Business performance

Loans and advances to customers increased 7% in euros year-on-year. In gross terms, excluding reverse repos and excluding the exchange rate impact, they rose 8%. By segments, of note were individuals and consumer finance.

Customer deposits grew 9% in euros with respect to 2018, also 9% excluding repos and the exchange rate impact, driven by a sharp increase in both demand deposits (+24%) and time deposits (+4%). On the other hand, *letras financeiras* decreased.

This was reflected in an increase in customer funds market share.

Results

Underlying attributable profit of EUR 2,939 million in 2019 (28% of the Group's total operating areas), with an underlying RoTE of 21.2%.

Compared to 2018, underlying attributable profit rose 13% in euros. Excluding the exchange rate impact, it was 16% higher, with good performance in the main lines, as follows:

- **Total income** increased 7%, supported by net interest income (+6%) due to larger volumes which offset some spread pressures and net fee income (+12%) with positive performance in almost all lines. Of note was growth in cards (11%), insurance (13%) and mutual funds (+16%). Gains on financial transactions rose 26% compared to a weak 2018.
- **Administrative expenses and amortisations** rose 5%, in line with business growth. This increase, less than that of total income, produced the best efficiency ratio of the last six years, at 33.0% (-0.7 pp in the year).
- **Net loan-loss provisions** increased 5%, below loan growth, which was reflected in an improvement in the cost of credit (3.93%, from 4.06% in 2018). The NPL ratio remained at around 5.3% and the coverage ratio stood at 100% (107% in 2018).
- The negative impact of **other gains (losses) and provisions** increased 4%, due to higher provisions for legal claims.

Brazil

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Net interest income	10,072	9,758	3.2	6.0
Net fee income	3,798	3,497	8.6	11.5
Gains (losses) on financial transactions ^A	167	136	22.7	26.0
Other operating income	(86)	(46)	85.7	90.8
Total income	13,951	13,345	4.5	7.4
Administrative expenses and amortisations	(4,606)	(4,500)	2.3	5.1
Net operating income	9,345	8,845	5.7	8.5
Net loan-loss provisions	(3,036)	(2,963)	2.5	5.2
Other gains (losses) and provisions	(704)	(697)	0.9	3.6
Profit before tax	5,606	5,185	8.1	11.0
Tax on profit	(2,295)	(2,258)	1.6	4.4
Profit from continuing operations	3,311	2,927	13.1	16.2
Net profit from discontinued operations	—	—	—	—
Consolidated profit	3,311	2,927	13.1	16.2
Non-controlling interests	(373)	(335)	11.1	14.1
Underlying attributable profit to the parent	2,939	2,592	13.4	16.4

Balance sheet

Loans and advances to customers	75,618	70,850	6.7	8.5
Cash, central banks and credit institutions	37,470	37,015	1.2	2.9
Debt instruments	39,611	40,718	(2.7)	(1.1)
Other financial assets	6,790	6,133	10.7	12.5
Other asset accounts	12,545	11,320	10.8	12.6

Brazil**EUR million**

Underlying income statement	2019	2018	%	% excl. FX
Total assets	172,033	166,036	3.6	5.3
Customer deposits	74,745	68,306	9.4	11.2
Central banks and credit institutions	30,334	29,771	1.9	3.5
Marketable debt securities	18,952	21,218	(10.7)	(9.2)
Other financial liabilities	23,589	24,241	(2.7)	(1.1)
Other liabilities accounts	8,631	7,237	19.3	21.2
Total liabilities	156,251	150,773	3.6	5.3
Total equity	15,782	15,264	3.4	5.1

Pro memoria:

Gross loans and advances to customers ^B	80,150	75,282	6.5	8.2
Customer funds	121,752	110,243	10.4	12.2
Customer deposits ^C	61,789	57,432	7.6	9.3
Mutual funds	59,964	52,811	13.5	15.4

Ratios (%) and operating data

Underlying RoTE	21.16	19.68	1.47
Efficiency ratio	33.0	33.7	(0.7)
NPL ratio	5.32	5.25	0.07
NPL coverage	99.8	106.9	(7.1)
Number of employees	46,682	46,914	(0.5)
Number of branches	3,656	3,438	6.3

A. Includes exchange differences.

B. Excluding reverse repos.

C. Excluding repos.

CHILE

Strategy

Santander is the largest privately-owned bank in Chile by assets and customers, with a marked retail (individuals and SMEs) and transactional focus. In 2019, we continued to develop our strategy to become the best bank for our customers, boosting loyalty, leading digitalisation and enhancing customer experience. To this end, several measures were launched in the year:

- Under the branch network **transformation strategy**, we continued to open more Work Café branches and pilot branches of *Work Café 2.0*, with positive initial results in efficiency and productivity. We ended the year with 53 *Work Café* branches (almost 14% of our total branch network).
- As regards **loyalty** and **customer attraction**, we boosted the Santander Life programme, focused on promoting solid credit performance and deepening financial education. We launched new products this year, such as Plan Life Latam, which allows accumulation of MéritosLife and Latam air miles, and *Cuenta Life*, a demand account without a credit facility which rewards good savings behaviour. In 2019, *Santander Life* achieved a record rise in new customers.

We also launched Superhipoteca 40 años, a product aimed at people under the age of 35.

In **digitalisation**, we announced the creation of *Klare*, the first digital open platform for insurance sales in Chile, which will allow our customers to take out policies in a simple, secure, personalised and transparent way.

Under our strategy of developing global payment platforms, we completed the soft launch of the Superdigital app, our fully digital financial inclusion proposition, now publicly available and awaiting the hard launch.

- Enhancing the customer service quality remained one of our priorities, which is reflected in a significant increase in customer satisfaction. In 2019, we ranked second both in NPS and net satisfaction.

These initiatives led to a record rise in account openings, capturing over 26% of new account openings in the country. We also continued to improve customer loyalty and digitalisation (5% and 15% year-on-year growth, respectively).

Santander Chile is continuously striving to become the best bank for customers. Euromoney, The Banker and Latin Finance recognised these efforts naming Santander as the Best Bank in Chile.

Business performance

Loans and advances to customers increased 2% year-on-year in euros. Excluding reverse repurchase agreements and the exchange rate impact, gross loans and advances to customers rose 8%, underpinned by mortgages, consumer finance and corporates.

Customer deposits grew 6% year-on-year, and rose 11% excluding repurchase agreements and the exchange rate impact, reflecting the positive performance of demand deposits (+19%). Mutual funds rose 15% in a low interest rate environment.

Results

Underlying attributable profit of EUR 630 million in 2019 (6% of the Group's total operating areas), with an underlying RoTE of 18.1%.

Compared to 2018, underlying attributable profit rose 3% in euros. Excluding the exchange rate impact it was 7% higher, as follows:

- **Total income** rose 4%, driven by the 85% rise in gains on financial transactions due to higher income from customer treasury. Net interest income was affected by lower inflation and historically low interest rates. Net fee income fell 1%, partly due to wholesale business in the first half of the year.
- **Administrative expenses and amortisations** increased 2%, driven by investments in technology and branches. The efficiency ratio improved 71 bps to 40.6%.

- **Net loan-loss provisions** were 3% lower, with an improvement in cost of credit of 11 bps to 1.08% in the year. The NPL ratio dropped to 4.64% and the coverage ratio was 56%.
- **Other gains (losses) and provisions** decreased by 36% primarily from reversals of provisions.

Chile

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Net interest income	1,867	1,944	(4.0)	(0.3)
Net fee income	404	424	(4.6)	(0.9)
Gains (losses) on financial transactions ^A	266	149	78.4	85.2
Other operating income	2	19	(87.8)	(87.3)
Total income	2,539	2,535	0.2	4.0
Administrative expenses and amortisations	(1,031)	(1,047)	(1.6)	2.2
Net operating income	1,508	1,488	1.4	5.2
Net loan-loss provisions	(443)	(473)	(6.3)	(2.8)
Other gains (losses) and provisions	63	103	(38.5)	(36.1)
Profit before tax	1,129	1,118	0.9	4.8
Tax on profit	(210)	(219)	(4.1)	(0.5)
Profit from continuing operations	919	899	2.2	6.1
Net profit from discontinued operations	—	—	—	—
Consolidated profit	919	899	2.2	6.1
Non-controlling interests	(289)	(287)	0.7	4.6
Underlying attributable profit to the parent	630	612	2.9	6.8

Balance sheet

Loans and advances to customers	38,584	37,908	1.8	8.3
Cash, central banks and credit institutions	7,557	4,247	78.0	89.4
Debt instruments	5,062	3,106	63.0	73.4
Other financial assets	7,856	3,164	148.3	164.2
Other asset accounts	3,091	2,486	24.3	32.3
Total assets	62,151	50,911	22.1	29.9
Customer deposits	27,344	25,908	5.5	12.3
Central banks and credit institutions	8,224	5,869	40.1	49.1
Marketable debt securities	10,722	9,806	9.3	16.4
Other financial liabilities	9,662	3,535	173.3	190.9
Other liabilities accounts	1,294	919	40.8	49.8
Total liabilities	57,246	46,037	24.3	32.3
Total equity	4,905	4,874	0.6	7.1

Pro memoria:

Gross loans and advances to customers ^B	39,640	39,019	1.6	8.1
Customer funds	35,095	33,279	5.5	12.2
Customer deposits ^C	27,060	25,860	4.6	11.4

Chile**EUR million**

Underlying income statement	2019	2018	%	% excl. FX
Mutual funds	8,035	7,419	8.3	15.3

Ratios (%) and operating data

Underlying RoTE	18.08	18.34	(0.26)
Efficiency ratio	40.6	41.3	(0.7)
NPL ratio	4.64	4.66	(0.02)
NPL coverage	56.0	60.6	(4.6)
Number of employees	11,580	12,008	(3.6)
Number of branches	375	381	(1.6)

A. Includes exchange differences.

B. Excluding reverse repos.

C. Excluding repos.

ARGENTINA

Strategy

Since August 2019, the Argentinian economy has been suffering from a relative weakening of the local currency and an increase in the risk premium, against a backdrop of a downward revision to the macroeconomic outlook, with high interest rates and inflation. In this context, we have decided to prioritise liquidity and capital, maintaining excess liquidity well above the required reserves at the Central Bank and high capitalisation.

The **commercial strategy** is focused on transactional business and customer service improvements, together with the digital transformation of the main processes and products. Our goal is to fully digitalise our platforms and incorporate cutting-edge technology in order to better know our customers and anticipate their needs. We have also redefined the value proposition, particularly in the priority segments.

This **commercial strategy** has led to the launch of various initiatives:

- *Banca VIP*: a subsegment for our high-income commercial banking customers in order to offer them a tailored customer care model and exclusive experiences.
- *iU*: dedicated proposition for 18 to 31-year-olds which includes financial and non-financial benefits, such as mentoring, scholarships and an online platform for distance learning, among others.
- *Women*, a comprehensive proposition for financial and non-financial services, which focuses on female entrepreneurs, owners of SMEs and professionals.
- The institutional campaign *Queremos ayudarte* whose aim is to strengthen the Bank's relationship with customers.

As for **digital transformation**, we launched the signing-up for digital accounts and packages in branches, a new credit card marketing model and a virtual assistant serving digital customers. Thanks to all these initiatives, the publication *Global Finance Magazine* once again named Santander as the Best Digital Bank in Argentina.

In 2020, Openbank is expected to be launched in the country.

As a result of all the above, loyal customers accounted for 47% of active customers and digital customers rose 5%.

Business performance

Loans and advances to customers fell 10% year-on-year in euros. Excluding reverse repurchase agreements and the exchange rate impact, gross loans and advances to customers were 40% higher. The peso denominated portfolio increased, driven by inflation-adjusted products (mortgages, auto finance) and by cards, while dollar balances declined in the currency of origin.

Customer deposits declined 21% compared to 2018 in euros. Excluding repurchase agreements and the exchange rate impact, deposits rose 24%. Local currency deposits grew 58% (backed by demand and time deposits) and foreign currency ones declined.

Santander maintained a high dollar liquidity ratio and the excess liquidity in pesos was placed in central bank notes.

Results

Underlying attributable profit amounted to EUR 144 million in the year (1% of the Group's total operating areas), with an underlying RoTE of 22.2%.

Compared to 2018, underlying attributable profit was 75% lower in euros. Excluding the exchange rate impact, growth was 224%. Both year's results are affected by the high inflation adjustment, lower in 2019:

As regards business activity:

- **Total income** doubled, growing above inflation. Net interest income rose 127%, underpinned by higher interest rates and higher volumes of central bank notes. Net fee income rose 84%, driven by greater foreign currency transactions and income from cash deposits. Gains on financial transactions fell 12%.
- **Administrative expenses and amortisations** increased 88% hit by the inflationary environment and the peso's depreciation.
- **Net loan-loss provisions** were higher (+89%), mainly driven by the individuals segment and the aforementioned high inflation impact. The cost of credit was 5.09% (3.45% in 2018). The NPL ratio stood at 3.39% (3.17% in 2018), and the coverage ratio at 124%. Credit quality ratios were affected by the country's situation.
- **Other gains (losses) and provisions** which includes greater charges for potential legal contingencies.

Argentina

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Net interest income	940	768	22.4	126.7
Net fee income	446	448	(0.5)	84.3
Gains (losses) on financial transactions ^A	80	170	(52.7)	(12.3)
Other operating income	(150)	(177)	(15.0)	57.4
Total income	1,316	1,209	8.8	101.6
Administrative expenses and amortisations	(762)	(751)	1.4	87.9
Net operating income	554	458	21.0	124.1
Net loan-loss provisions	(235)	(231)	2.0	88.9
Other gains (losses) and provisions	(101)	(45)	127.3	321.2
Profit before tax	217	183	19.1	120.6
Tax on profit	(72)	(100)	(27.6)	34.1
Profit from continuing operations	145	83	75.3	224.8
Net profit from discontinued operations	—	—	—	—
Consolidated profit	145	83	75.3	224.8
Non-controlling interests	(2)	(1)	150.8	364.8
Underlying attributable profit to the parent	144	82	74.7	223.7

Balance sheet

Loans and advances to customers	4,792	5,334	(10.2)	40.1
Cash, central banks and credit institutions	3,911	5,096	(23.3)	19.7
Debt instruments	429	825	(48.0)	(18.9)
Other financial assets	87	6	—	—
Other asset accounts	836	742	12.7	75.8
Total assets	10,054	12,003	(16.2)	30.7
Customer deposits	7,002	8,809	(20.5)	24.0
Central banks and credit institutions	1,033	849	21.6	89.6
Marketable debt securities	71	422	(83.2)	(73.9)
Other financial liabilities	747	743	0.4	56.6

Argentina

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Other liabilities accounts	392	307	27.6	99.0
Total liabilities	9,244	11,132	(17.0)	29.5
Total equity	810	871	(7.0)	45.1

Pro memoria:

Gross loans and advances to customers ^B	4,993	5,574	(10.4)	39.7
Customer funds	8,099	10,191	(20.5)	24.0
Customer deposits ^C	7,002	8,809	(20.5)	24.0
Mutual funds	1,097	1,382	(20.6)	23.8

Ratios (%) and operating data

Underlying RoTE	22.20	11.62	10.58
Efficiency ratio	57.9	62.1	(4.2)
NPL ratio	3.39	3.17	0.22
NPL coverage	124.0	135.0	(11.0)
Number of employees	9,178	9,324	(1.6)
Number of branches	438	468	(6.4)

A. Includes exchange differences.

B. Excluding reverse repos.

C. Excluding repos.

URUGUAY

Strategy

In a worse economic environment, we achieved our financial targets, while improving our market reputation and customer satisfaction. We continued to progress in our technological transformation plan, offering improved products and services, helping our customers and the community in a responsible way.

In line with our strategy of innovation and contributing to people's progress, we launched *Prosperá*, which satisfies the demand for microcredits to small businesses and Santander Locker, a proposal that simplifies the delivery of our products.

In addition, the consolidation of our strategy enabled us, both the bank and our financial entities, to gain market share this year, and to continue to grow customer loyalty, which increased 20% in the year.

Business performance

Loans and advances to customers grew 3% year-on-year in euros. Excluding reverse repurchase agreements and the exchange rate impact, gross loans and advances to customers rose 15% driven by growth in the local currency portfolio (+15%) and the target segments and products: consumer credit and cards (+12%).

Customer deposits were 8% higher in euros compared to 2018. Excluding the exchange rate impact and repurchase agreements, they increased 22%. Peso deposits grew 14% and foreign currency ones 8%.

Results

In 2019, underlying attributable profit was EUR 150 million with an underlying RoTE of 29.5%.

Compared to 2018, underlying attributable profit increased 14% in euros and 24% excluding the exchange rate impact. By line items:

- **Total income** grew 16% mainly driven by net interest income (+16%) and net fee income (+17%).
- **Administrative expenses and amortisations** rose 9%, at a slower pace than total income, improving the efficiency ratio to 42.0% (-269 bps year-on-year).
- **Net loan-loss provisions** fell slightly (-1%), the cost of credit improved to 2.31% and coverage was high (98%).

Uruguay

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Net interest income	333	311	7.1	16.5
Total income	447	419	6.6	16.0
Administrative expenses and amortisations	(188)	(187)	0.2	9.0
Net operating income	259	232	11.8	21.6
Net loan-loss provisions	(63)	(69)	(8.6)	(0.6)
Profit before tax	189	159	18.8	29.3
Underlying attributable profit to the parent	150	131	14.2	24.3

Balance sheet

Total assets	5,051	4,605	9.7	23.9
Gross loans and advances to customers ^A	2,804	2,743	2.2	15.4
Customer funds	4,197	3,893	7.8	21.8
Customer deposits ^B	4,162	3,861	7.8	21.7
Mutual funds	36	32	12.8	27.3

A. Excluding reverse repos.

B. Excluding repos.

PERU

Strategy

The strategy remained focused on the corporate segment, the country's large companies and the Group's global customers.

The auto loan financial entity continued to expand its business within the Group's strategy of increasing its presence in this sector.

Business performance

Loans and advances to customers increased 11% year-on-year in euros (+7% on a gross basis, excluding the exchange rate impact), and customer deposits remained largely unchanged (-4% excluding the exchange rate impact).

Results

Underlying attributable profit of EUR 48 million in euros in 2019 was 15% higher year-on-year, equivalent to an RoTE of 21.4%.

Excluding the exchange rate impact, underlying attributable profit increased 11%:

- **Total income** grew 14% driven by good performance of net interest income and gains on financial transactions.
- The efficiency ratio improved to 32.9% (-0.2 pp year-on-year).
- **Net loan-loss provisions** remained low, with a cost of credit of just 0.12%.

The NPL ratio was 0.78% and coverage was very high.

COLOMBIA

Strategy

We remained focused on SCIB clients, large companies and corporates, contributing solutions in treasury, risk hedging, foreign trade, confirming, custody and development of investment banking products supporting the country's infrastructure plan. In 2019, we ranked first in project finance both in terms of volumes and number of transactions, outperforming all local banks and international peers.

We are also working to increase the profitability of auto finance and consolidate our position in this market with digital propositions. We have signed two alliances: the first with Chekar.co, a fully digital platform for buying and selling vehicles, and the second with Tucarro.com of Mercado Libre, where the user can request and have a loan approved in six minutes.

Business performance

Loans and advances to customers rose 1% year-on-year in euros. In gross terms and excluding the exchange rate impact they also rose 1%, of note was the rise in auto finance.

Customer deposits rose 56% in euros and 54% excluding the exchange rate impact, driven by time deposits.

Results

Underlying attributable profit of EUR 16 million in the year compared to EUR 9 million in 2018. Underlying RoTE of 11.8%.

Excluding the exchange rate impact, underlying attributable profit rose 81%, backed by total income (+63%) spurred by growth in net fee income (+92%), net interest income (+52%) and gains on financial transactions (+53%).

Administrative costs and expenses grew less than total income, enabling the efficiency ratio to improve 4.6 pp to 50%.

Cost of credit was 0.74%.

CORPORATE CENTRE

Strategy and functions

The Corporate Centre contributes value to the Group in various ways:

- It makes our governance more solid, through global control frameworks and supervision.
- It fosters the exchange of best practices in management of costs and generating economies of scale. This enables us to be one of the most efficient banks.
- It contributes to the launch of projects that will be developed by global business areas, including digitalisation processes.

It also coordinates the relationship with European regulators and develops functions related to financial and capital management, as follows:

- **Financial Management functions:**
 - Structural management of liquidity risk associated with funding our recurring activity, stakes of a financial nature and management of net liquidity related to the needs of some business units.
 - This activity is carried out by the different funding sources (issuances and other), always maintaining an adequate profile in volumes, maturities and costs. The price at which these operations are made with other Group units is the market rate plus a premium, which in liquidity terms, we support by immobilising funds during the term of the operation.
 - Interest rate risk is also actively managed in order to soften the impact of interest rate changes on net interest income, conducted via high credit quality, very liquid and low capital consumption derivatives.
 - Strategic management of the exposure to exchange rates in equity and dynamic in the countervalue of the units' annual results in euros. At year-end, net investments in equity are currently hedged by EUR 26,060 million (mainly Brazil, the UK, Mexico, Chile, the US, Poland and Norway) of various instruments (spot, fx, forwards).
- **Management of total capital and reserves:** efficient capital allocation to each of the units in order to maximise shareholder return.

Results

In 2019, underlying attributable loss of EUR 2,096 million, 24% greater than in 2018, driven by:

- Higher negative impact of net interest income, from EUR -987 million in 2018 to EUR -1,252 million in 2019, mainly due to the higher stock of wholesale market debt issuances and, to a lesser extent, IFRS 16.
- Lower gains on financial transactions (EUR 307 million less), driven by the greater cost of foreign currency hedging, the counterpart of which is in the conversion of results to euros in certain countries.
- Administrative expenses and amortisations improved 12% driven by ongoing streamlining and simplification measures, continuing actions taken in previous years, which have resulted in a reduction in the cost base of around 35% over the last five years.
- Lower net loan-loss provisions, down from EUR 115 million in 2018 to EUR 36 million in 2019.
- Other gains (losses) and provisions include very diverse charges: provisions, intangible assets, cost of the state guarantee on deferred tax assets, pensions, litigation, impairment of investments, etc. The net impact went from EUR -101 million in 2018 to EUR -237 million in 2019.

CORPORATE CENTRE

EUR million			
Underlying income statement	2019	2018	%
Net interest income	(1,252)	(987)	26.9
Net fee income	(50)	(69)	(27.8)
Gains (losses) on financial transactions ^A	(297)	11	—
Other operating income	(18)	(12)	49.5
Total income	(1,617)	(1,057)	53.0
Administrative expenses and amortisations	(373)	(426)	(12.5)
Net operating income	(1,990)	(1,483)	34.2
Net loan-loss provisions	(36)	(115)	(68.8)
Other gains (losses) and provisions	(237)	(101)	135.3

CORPORATE CENTRE**EUR million**

Underlying income statement	2019	2018	%
Profit before tax	(2,262)	(1,699)	33.2
Tax on profit	157	14	—
Profit from continuing operations	(2,105)	(1,685)	24.9
Net profit from discontinued operations	—	—	—
Consolidated profit	(2,105)	(1,685)	24.9
Non-controlling interests	9	(1)	—
Underlying attributable profit to the parent	(2,096)	(1,686)	24.4

Balance sheet

Loans and advances to customers	5,764	6,509	(11.4)
Cash, central banks and credit institutions	32,803	39,840	(17.7)
Debt instruments	840	377	122.5
Other financial assets	2,406	2,113	13.8
Other asset accounts	126,539	121,775	3.9
Total assets	168,352	170,614	(1.3)
Customer deposits	793	235	238.2
Central banks and credit institutions	12,254	30,879	(60.3)
Marketable debt securities	54,495	41,783	30.4
Other financial liabilities	636	1,334	(52.3)
Other liabilities accounts	9,810	8,208	19.5
Total liabilities	77,989	82,439	(5.4)
Total equity	90,362	88,175	2.5

Operating data

Number of employees	1,651	1,700	(2.9)
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A. Includes exchange differences.

Secondary segments

RETAIL BANKING

Commercial activity

We want to be the reference bank for customers of all income levels, offering services and products that best meet their needs. Furthermore, we are fostering entrepreneurship, helping SMEs and other companies via loans and non-financial support. We launched various **commercial initiatives** in the year, which have been described in the corresponding primary segments and are summarised below:

- In **individuals**, we continued to strengthen our business with new differentiated products. In Chile, for example, we launched new proposals for the mass market segment within the Life strategy, enabling us to significantly increase the number of new customers. In Argentina we launched Banca VIP, a new customer care model for our high-income commercial banking customers. In Spain we launched the Smith Plan in order to be the leader in the non-resident segment, via a differentiated value proposition focused mainly on covering the needs of those who are purchasing a house in Spain. In Mexico, we launched the Legacy credit card for private banking customers, being the first and only bank in the country to have an alliance with American Express.
- In **auto finance** we continued to expand the business in certain countries. For example, SCF closed a deal with Hyundai Kia for the acquisition of 51% of the financial entity that both companies own in Germany, bolstering our leadership in this market. The agreement with Fiat Chrysler in the US was amended strengthening our partnership and new alliances were also made in Colombia to boost our position in the market.
- In the **SME** segment, we continued to move forward with products such as *Prospera* in Brazil, a microfinance and loan programme for entrepreneurs which now has more than twice as many customers as last year. This programme was also launched in Uruguay to satisfy the demand of small businesses. In Brazil, we also announced *Santander Duo*, a new product with a differentiated offering for small entrepreneurs, which combines accounts of legal and natural persons. In Argentina we launched Women, a comprehensive proposition for financial and non-financial services, which focuses on female entrepreneurs, owners of SMEs and professionals.
- Of note in **corporates** were strategies such as those implemented in the US with the Lead Bank project to strengthen our relationships with American companies. In Poland, we have introduced pre-limits for selected corporate customers, improving customer relationships shortening the decision-making process and anticipating and accommodating their basic needs better. We also formed part of the financing of one of the most important road infrastructure projects in Colombia and we led the consortium of banks for the loan to one of the main state energy companies in Poland. In addition, we contributed non-financial solutions, such as *Santander Advance Empresas* in Portugal, offering management courses for executives and a scholarship programme.

Regarding our branch network, we have 11,952 branches, making us the international bank with the largest branch network.

For years, we have been committed to boosting our multi-channel offering. The branches continue to be a very relevant channel, focusing on improving the customer experience and offering advice on everything they need.

In order to better adapt to their needs, we continue to have branches that offer specialised customer care to certain segments. In addition, we continued with the conversion of traditional bank branches into new collaborative spaces focused on customer experience and digital capabilities, such as the Work Café branches (Chile, Spain, Brazil, the UK, Portugal, Mexico and Argentina), Smart Red branches (Spain, the UK and Portugal) or *Santander Ágil* in Mexico.

All of these measures helped to boost the total number of customers to 145 million, as well as increase the number of loyal customers (+9% individuals and +3% corporates year-on-year).

Business performance

Loans and advances to customers increased 5% compared to 2018 in euros. Excluding reverse repurchase agreements and the exchange rate impact, gross loans rose 3%.

Customer deposits rose 7% in euros compared to the same period of 2018. Excluding repurchase agreements and the exchange rate impact, they were 4% higher, driven by growth in demand deposits (+5%).

Results

Underlying attributable profit amounted to EUR 7,748 million in 2019 (74% of the Group's operating areas).

Compared to 2018, underlying attributable profit rose 7% in euros. Excluding the exchange rate impact, profit also delivered a 7% increase, as follows:

- **Total income** increased 4%, driven by the main P&L lines: net interest income increased 3%, net fee income 5% and gains on financial transactions 31%.
- **Administrative expenses and amortisations** were 3% higher, improving the efficiency ratio by 79 basis points to 44.8%.
- **Net loan-loss provisions** increased 7%, primarily due to higher volumes, maintaining good credit quality.
- **Other gains (losses) and provisions** improved 8% primarily driven by SCF and the UK.

RETAIL BANKING

EUR million				
Underlying income statement	2019	2018	%	% excl. FX
Net interest income	33,157	32,262	2.8	3.3
Net fee income	9,094	8,870	2.5	4.9
Gains (losses) on financial transactions ^A	975	757	28.9	31.5
Other operating income	298	343	(13.1)	(35.3)
Total income	43,523	42,231	3.1	3.8
Administrative expenses and amortisations	(19,481)	(19,236)	1.3	2.6
Net operating income	24,042	22,994	4.6	4.7
Net loan-loss provisions	(9,154)	(8,549)	7.1	7.4
Other gains (losses) and provisions	(1,624)	(1,791)	(9.4)	(8.2)
Profit before tax	13,265	12,654	4.8	4.7
Tax on profit	(4,156)	(4,144)	0.3	1.1
Profit from continuing operations	9,109	8,510	7.0	6.5
Net profit from discontinued operations	—	—	—	—
Consolidated profit	9,109	8,510	7.0	6.5
Non-controlling interests	(1,361)	(1,272)	7.0	6.4
Underlying attributable profit to the parent	7,748	7,238	7.0	6.5

A. Includes exchange differences.

SANTANDER CORPORATE & INVESTMENT BANKING

Strategy

SCIB is our global business for corporate clients and institutions that require tailored services and wholesale value-added products adapted to their complexity and sophistication.

Our long-term strategy remains focused on:

- Increasing the rotation and efficiency of capital, maximising the return on risk-weighted assets (1.8%). To this end, SCIB has strengthened the Private Debt Mobilisation teams in Europe and the UK, to increase the distribution of assets in the secondary market. The increase in rotation and the earlier detection of risks reduced provisions in the year.
- Increasing diversification, both by countries and by customers and products:
 - By countries, through the promotion of business in Continental Europe and the Andean Region, as well as in the UK and the US, having completed the reforms required by the regulators.
 - As for the diversification of our customer base, we are increasing our business with institutional and financial entities, offering a wide range of products throughout our markets, thus complying with the strategy of being a global bank with presence in more than 12 countries.
 - Continuing to expand the range of products to customers of the retail banking network, supporting collaboration revenues growth, +17% compared to 2018.
- Continuing to strengthen our commitment to sustainability, leading the Project Finance rankings and expanding the range of green products for our customers.

Business performance

Main actions performed in the year by business line:

- **Cash management:** strong increase in the transactional business as well as in customer funds in our core markets (Europe and Latin America), as a result of the strengthening of our product capabilities in the region, innovating in the digitalisation of the business both in origination and in the development of our products.
- **Export finance & agency finance:** double-digit growth in the year, especially in the US and Latin America, consolidating our world leadership position in export financing backed by export credit agencies (ECA).
- **Trade & working capital solutions:** robust growth in Receivables Finance in the Americas and Europe, and Trade Funding, especially in the Americas, as a result of the continuous improvement of our product offering and the digitalisation of receivables and confirming platforms. In 2019, we were named best bank worldwide for Supply Chain Finance.
- **Debt capital markets:** significant growth in the year, backed by good performance in Europe, Brazil and the US. We issued the first end-to-end blockchain bond, an example of our innovation in the capital markets and the first step towards a potential market for mainstream security tokens¹. We continued to focus on activities related to sustainable financing, being a reference for the issuance of green bonds, while maintaining its leadership in Latin America and significant positions in the European corporate market.
- **Corporate Finance:** in merger and acquisitions (M&A) we strengthened our position as the leader in advising the renewable energy sector, with noteworthy operations in the year in wind farms in Spain and the UK. Double-digit growth in advisory for share issuances in the primary market, particularly in Brazil.
- **Syndicated corporate loans:** we continued to play a significant role, although with a reduced volume of acquisitions during the year due to low M&A activity. In line with our responsible banking strategy, we increased our range of sustainable finance products via green loans or loans linked to sustainable indices.

- **Structured financing:** we maintained our global leadership position in Project Finance, having more issuances globally than any other bank and were the fifth by volumes. The focus on the renewable energy sector needs to be highlighted, with more than 66 project financings during 2019. We also maintained our leadership in Latin America in financial advisory and improved our positioning in Europe.
- **Global Markets:** the positive evolution of market activity, with significant growth in the Americas, compensating lower (albeit growing) activity in Europe. Good sales performance, both corporate and institutional, with double-digit growth, particularly in Brazil, the UK, Mexico and Chile. The books have also recorded significant growth, with outstanding results in the UK, Chile, Argentina and the US.

Loans and advances to customers rose 21% in euros compared to 2018. Excluding reverse repurchase agreements and the exchange rate impact, gross loans and advances to customers increased 12%.

Results

Underlying attributable profit in 2019 of EUR 1,761 million (17% of the Groups' total operating areas), driven by the strength and diversification of SCIB's customer revenue (89% of total revenue).

Compared to 2018, underlying attributable profit increased 4%. Excluding the exchange rate impact, it rose 10%, as follows:

- **Total income** grew because of the 14% rise in net interest income. Net fee income increased 1%, with a better performance in the second half of the year, as it was 12% higher than in the first half of 2019.

Gains on financial transactions dropped 12%, despite an excellent first quarter which partially offset the worse relative performance in the second and third quarters of the year.
- Higher **administrative expenses and amortisations** associated with transformation projects.
- **Net loan-loss provisions** were significantly lower, mainly in Mexico and Brazil.

By segments, better results from Global Transaction Banking and Global Debt Financing.

SANTANDER CORPORATE & INVESTMENT BANKING

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Net interest income	2,721	2,461	10.6	14.0
Net fee income	1,528	1,534	(0.4)	1.0
Gains (losses) on financial transactions A	739	898	(17.7)	(11.7)
Other operating income	295	184	60.7	61.5
Total income	5,284	5,077	4.1	7.4
Administrative expenses and amortisations	(2,276)	(2,101)	8.3	9.4
Net operating income	3,008	2,975	1.1	5.9
Net loan-loss provisions	(155)	(198)	(21.9)	(23.0)
Other gains (losses) and provisions	(86)	(97)	(11.1)	(11.4)
Profit before tax	2,767	2,680	3.2	8.9
Tax on profit	(838)	(832)	0.6	6.4
Profit from continuing operations	1,929	1,848	4.4	10.0
Net profit from discontinued operations	—	—	—	—
Consolidated profit	1,929	1,848	4.4	10.0
Non-controlling interests	(169)	(157)	7.6	9.5
Underlying attributable profit to the parent	1,761	1,691	4.1	10.0

A. Includes exchange differences.

WEALTH MANAGEMENT & INSURANCE

Strategy

We continued to progress in our plan to make us the best and most responsible wealth manager in Europe and Latin America, with the following notable initiatives:

- In 2019, we created two regional hubs (Europe and Latin America) in **Santander Asset Management (SAM)** and strengthened the institutional and alternative products teams.

We completed our product offering with the launch of *Santander GO*, a range of international products offering strategies developed jointly with management companies such as Morgan Stanley, PIMCO, Robeco, JPM and Amundi, and which has already reached more than EUR 700 million.

We also re-launched the Global Multi-Asset Strategy team to improve the range of client-focused investment solutions and provide a better service to our institutional clients.

In addition, we are expanding the ESG product offering in our main markets and developing our own ESG rating methodology, which will be ready in 2020. Also of note was the effort made to redefine the operating model in order to improve efficiency and the implementation of the Aladdin investment platform, in alliance with Blackrock.

- In **Santander Private Banking (SPB)** we continued to strengthen our teams with the best professionals and launched the Global Value Proposition, an international platform of products and services to cover the worldwide needs of our clients, facilitating their recognition as such in the geographies where they want to operate and making a wide range of products, services and benefits available.

In addition, we are strengthening the business across our different markets, which is reflected in an increase in collaboration volumes of 36%, up to EUR 5,350 million.

Additionally, we continue to develop the Private Wealth segment, whose business contribution grew by 18% with respect to 2018, with a global offer for high net worth clients.

In 2019 we received numerous awards, notably from The Banker (Best Private Banking in Latin America), *Euromoney* (Best Private Banking in Latin America, Spain, Portugal, Mexico, Chile and Argentina) and *Global Finance* (Best Private Banking in Spain and Portugal).

- In **insurance**, our aim is to become the leader in bancassurance in all our markets and in all branches and segments, and to this end we have defined a strategic plan that will enable us to capture our potential in the medium term.

We are completing the value offering in all our countries together with our main partners. Of note was the creation of a company with MAPFRE to offer car insurance in Spain, the alliance with HDI in car insurance in Brazil and specific products for SMEs.

Another focus during 2019 was the development of the digital offering, particularly in Chile (Klare) and in Brazil and Mexico (Autocompara).

Business performance

Total assets under management amounted to EUR 395 billion, 13% higher than in 2018, supported by new sales and the market's performance:

- Strong growth in net sales at SAM in 2019 (EUR 5,700 million), increasing market share in most of our countries, particularly in Spain, Portugal, Chile and Poland.
- Of note in Private Banking was growth in Brazil and Spain. Loans and advances to customers grew by 5%.

In Insurance, with 20 million total protected customers, the volume of total insurance gross written premiums increased 13% year-on-year, especially in Brazil, Chile and Poland.

Results

Underlying attributable profit was EUR 960 million in 2019, 10% growth year-on-year. Excluding the exchange rate impact growth was 11%, by lines:

- **Total income** rose 6% mainly driven by net interest income (+8%), backed by higher lending, and net fee income (+5%). Total fee income generated, including those transferred to the branch network for the distribution of products, increased 6% and represented 30% of the Group's total.
- Also of note was the greater contribution of the insurance business, recorded in other operating income (+15%).
- **Administrative expenses and amortisations** were 3% higher, due to our investments in platforms.
- Recovery in **net loan-loss provisions**, due to lower doubtful loan positions in Spain and Portugal.

The total contribution to the Group (including net profit and total fees generated net of taxes) was EUR 2,494 million, 8% growth year-on-year.

WEALTH MANAGEMENT & INSURANCE

EUR million

Underlying income statement	2019	2018	%	% excl. FX
Net interest income	565	526	7.4	7.8
Net fee income	1,201	1,142	5.1	5.2
Gains (losses) on financial transactions ^A	116	132	(11.7)	(11.1)
Other operating income	341	299	14.0	15.5
Total income	2,223	2,099	5.9	6.3
Administrative expenses and amortisations	(911)	(873)	4.3	3.3
Net operating income	1,312	1,226	7.0	8.5
Net loan-loss provisions	25	(10)	—	—
Other gains (losses) and provisions	(12)	(5)	142.9	136.8
Profit before tax	1,325	1,211	9.4	11.0
Tax on profit	(312)	(284)	10.0	11.9
Profit from continuing operations	1,013	927	9.2	10.7
Net profit from discontinued operations	—	—	—	—
Consolidated profit	1,013	927	9.2	10.7
Non-controlling interests	(53)	(53)	1.3	4.0
Underlying attributable profit to the parent	960	875	9.7	11.1

A. Includes exchange differences.

SANTANDER GLOBAL PLATFORM (SGP)

Strategy

SGP offers digital services based on payment solutions as the main driver of loyalty. The services are being developed based on global platforms to leverage our scale and improve efficiency and customer experience.

By collaborating across our regions and leveraging our scale, footprint and expertise in payments and financial services, we can build our own digital assets and fintech solutions once and then scale them across the Group, significantly lowering development costs and time to market.

It should be noted that SGP does not just offer products and solutions to our banks (B2C) but also to third parties that lack the scale to build best in class payments and digital banking solutions in the open market (B2B2C). We believe that this will allow us to expand our addressable market to non-customers and new geographies, generating relevant new revenue opportunities.

The area continued to advance according to the envisaged schedule.

Bringing best-in-class banking solutions to SMEs:

- **Global Merchant Services (GMS)**, our global acquiring solution built on the back of Brazil's Getnet and provides online and offline retailers the ability to accept various forms of payment, helping them better manage and grow their businesses.

We are already a Top 10 global acquirer by turnover volume, with more than one million active merchants (local and global) and significant market shares in revenue (Brazil, Mexico and Portugal) and customers (Spain). In Brazil, the market share has doubled in the last five years following Getnet's success with high customer engagement. It is also delivering very high growth, with transaction volumes increasing c.30% annually since 2013.

This platform will first be rolled out in Mexico in Q1 2020, followed by the rest of Latin America and will be able to provide service to the 4 million merchants that are already Group customers.

(1) EMEA + the Americas' revenue pools in merchant acquiring services incl. net MDR & rental terminals.

(2) CAGR 2018-2023.

- **Global Trade Services (GTS)**, our single global platform to serve companies that want to trade internationally using international payments and FX, trade finance and multi-country accounts. The revenue pool for global transaction banking services is around USD 200 billion.
- To accelerate the development of this opportunity, we announced a strategic investment in Ebury to acquire a 50.1% stake which will shortly be incorporated once the regulatory approvals are obtained. Ebury brings best-in-class international business and FX platform for SMEs and, more importantly, a top-notch team.

Ebury currently has more than 43,000 active companies, covering 17 countries and more than 140 currencies and generates high growth transactions (+20% per customer in the last two years) and revenues (+45% in 2019). By combining the strengths and assets of Santander with those of Ebury we will become the leading proposition for international SMEs in Europe and the Americas. We plan to extend GTS to 20 markets in the medium term.

Bringing best-in-class digital banking solutions to individuals:

- **Superdigital**, our financial inclusion platform for individuals that require a simple, flexible pre-banking service. It enables us to meet the financial needs of the underserved, providing them with basic financial products and a path to access credit, thus serving them responsibly and profitably.

Superdigital also integrates with GMS for small merchants. With a special focus on Latin America, where there are around 300 million unbanked and underbanked consumers.

As of today, Superdigital operates in Brazil, Mexico and Chile and active customers grew at 59% annually and transactions doubled. Our goal is to scale the business to reach over 5 million active customers across 7 markets in the medium term.

- **Openbank**, our global, full-service digital bank with over 115,000 payroll accounts. Openbank offers a superior experience compared to neobanks with a full suite of products that go beyond those associated with traditional digital current accounts.

As a consequence, Openbank customers are more engaged and more loyal, using 4.4 products on average. We are seeing positive growth trends both in deposits and on the asset side, with mortgage sales growing at 134% over the last 12 months.

Openbank is in Spain and in the fourth quarter, began to open accounts to customers in Germany, the Netherlands and Portugal, and over the medium term we plan to expand into 10 markets, including countries in the Americas.

Other activities

- The Centres of Digital Expertise leverage the Group's scale and ensure all countries and businesses have access to the most innovative technology (our Globile project for mobile platforms, end-to-end blockchain, artificial intelligence and machine learning to foster customer and operational excellence and improve risk management).
- *InnoVentures*, our venture capital investments in the fintech ecosystem, continued to grow. As at end-December, it had invested more than USD 140 million in 30 companies in 8 countries.

Results

The costs associated with the building of the platforms of Santander Global Platform were reflected in 2019 in an underlying attributable loss of EUR 120 million.

The revenue included in this segment corresponds almost entirely to Openbank. Compared to 2019, of note is the 16% growth in NII, a result of increased volumes.

On the balance sheet, the vast majority of the business is from Openbank, which had a strong growth in customer volumes, reflecting greater activity over the year. Customer deposits exceeded EUR 9 billion, having increased 14% in the year. On the assets side, loans and advances to customers doubled, driven by mortgage business.

Looking at SGP's activity in 2019 in a broad sense, i.e. if, in addition to considering the results generated by the digital platforms, 50% of the results generated by the countries on the products related with the platform (e.g. merchant acquiring, trade finance products, etc.) are also included, estimated pro forma revenue is close to EUR 1 billion in 2019 and pro forma underlying attributable profit is positive at EUR 142 million.

This is the net result of two components: on the one hand, the investment in building the platforms and, on the other hand, 50% of the profit obtained from commercial relationships with our customers:

- The construction of platforms is where most of the investments and costs are concentrated. We are progressing in the development of Technology and Operations (T&O), in the improvement of processes, in the addition of new services to the platform and in the roll-out to the countries. This has a negative impact of EUR 178 million on the income statement for 2019.
- Profit obtained from commercial relationships with our customers linked to the global SGP platforms, and according to the criteria for allocating the aforementioned results, profit amounted to EUR 320 million in 2019.

We regularly assess the market valuations of the businesses included in SGP, based on multiples of comparable companies, to ensure our investments in digital are creating value.

SANTANDER GLOBAL PLATFORM

EUR million			
Underlying results	2019	2018	%
Net interest income	92	79	16.3
Net fee income	6	7	(11.8)
Gains (losses) on financial transactions ^A	(3)	—	—
Other operating income	(14)	(12)	21.2
Total income	81	74	8.8
Administrative expenses and amortisations	(240)	(142)	68.4
Net operating income	(159)	(68)	133.8
Net loan-loss provisions	(1)	—	312.2
Other gains (losses) and provisions	(6)	(2)	165.8
Profit before tax	(166)	(70)	135.5
Tax on profit	46	17	178.0
Profit from continuing operations	(120)	(54)	122.4
Net profit from discontinued operations	—	—	—
Consolidated profit	(120)	(54)	122.4
Non-controlling interests	—	—	—
Underlying attributable profit to the parent	(120)	(54)	122.4
Balance sheet			
Loans and advances to customers	702	337	108.4
Cash, central banks and credit institutions	9,063	8,168	11.0
Debt instruments	10	—	—
Other financial assets	187	146	27.6
Other asset accounts	272	130	109.8
Total assets	10,234	8,781	16.5
Customer deposits	9,460	8,284	14.2
Central banks and credit institutions	82	111	(26.1)
Marketable debt securities	—	—	—
Other financial liabilities	105	38	179.0
Other liabilities accounts	112	59	90.0
Total liabilities	9,760	8,492	14.9
Total equity	474	289	63.8
Pro memoria:			
Gross loans and advances to customers ^B	706	340	107.5
Customer funds	9,910	8,650	14.6
Customer deposits ^C	9,460	8,284	14.2
Mutual funds	450	367	22.8
Operating data			
Number of employees	820	487	68.4

A. Includes exchange differences.

B. Excluding reverse repos.

C. Excluding repos.

(b) ***An indication of any significant new products and/or activities.***

Marketing of products and services

Product governance and consumer protection functions

The product governance and customer protection mission is to ensure that the Group acts taking into account the interest of its customers by complying with regulations and the entity's values and principles. This mission is achieved through the following drivers and functions:

- Framework and culture
 - (i) To establish the corporate framework for the commercialization of products and services and consumer protection, and the policies that develop it, defining the principles of conduct and risk management throughout the commercialization process and the relationship with the retail customer.
 - (ii) To promote an appropriate culture with a Simple, Personal and Fair approach, for action in taking into account the customers' best interest.
 - (iii) To establish and manage a strong governance: i) the product governance forum; ii) product governance and consumer protection monitoring meeting; iii) the fiduciary risk meeting; and iii) the customer voice meeting, which ensure that appropriate standards of conduct with customers are applied.
- Processes
 - (i) Ensure that products are designed to meet the characteristics and needs of customers, with an appropriate balance of risks, costs and profitability.
 - (ii) Oversee the sale process to the adequate target market, with proper commercial treatment and transparency of information, as well as sales force training and compensation systems that encourage performance in the interest of the customer.
 - (iii) Ensure that customer service, post-sale systems and processes facilitate a simple, personal and fair approach to the customers, as well as adequate detection and management of possible deterioration of products and services.
- Management
 - (iv) Ensures that decisions are made and action plans are defined and followed when necessary. Reports to senior management and statutory bodies.
 - (v) Oversees the design and execution of controls throughout the commercialization and customer relationship process.
 - (vi) Identifies risks through: client voice, regulator guidelines, industry practices, supervisor and auditor opinions, and learning from internal/external events.

Applies corporate risk assessment methodologies, such as management indicators, thematic evaluations, and self-assessments.

(c) ***Principal Markets: A brief description of the principal markets in which the Guarantor competes***

See paragraph 5.1(a) above.

5.2 *The basis for any statements made by the Guarantor regarding its competitive position.*

There are no statements made by the Guarantor regarding its competitive position other than statements made in the "Business Overview" section above where the sources for these statements are expressly

stated or based on publicly available information found on the websites of other banks, supervisory authorities or regulators).

6. ORGANISATIONAL STRUCTURE

6.1 *If the guarantor is part of a group, a brief description of the group and of the guarantor's position within it.*

Banco Santander, S.A. is the parent company of the Santander Group. At 31 December 2019, the Group consisted of 685 subsidiaries of Banco Santander, S.A. In addition, other 169 companies are associates of the Group, joint ventures or companies of which the Group holds more than 5% (excluding the Group companies of negligible interest with respect to the fair presentation that the annual accounts must express).

6.2 *If the guarantor is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence.*

The Guarantor is not dependent upon any other entity in the Group.

7. TREND INFORMATION

Overview

The forward-looking statements included in this section are based on the current beliefs and expectations of our management, including the macroeconomic expectations described below, and are subject to significant risks and uncertainties. These risks and uncertainties could cause the Group's actual results to differ materially from those set forth in such forward-looking statements. See "*Risk Factors*".

2019 was a year of ups and downs. The beginning was favourable, but, starting in summer, expectations of a slight global slowdown, towards growth rates in line with medium-term trends, gave way to considerable pessimism. Unlike other more or less recent bouts of instability, the economic fundamentals did not show any major imbalances.

However, uncertainties reduced in the last few weeks of the year, which, together with the boosts from monetary policies in 2019 - especially in the US and in emerging economies - we believe will tend to stabilise global growth at the beginning of 2020. We believe that the improvement in confidence indicators, which is beginning to show in some areas, should tend to favour a certain revitalisation of investment and domestic demand, while international trade has somewhat improved.

The expectations published by the Group for 2020 have changed dramatically as a result of the COVID-19 pandemic.

The global economy is now experiencing the deepest recession since the Great Depression in the 1930s, with severe GDP declines and a surge in unemployment in many countries. Even in countries where containment measures have been relatively light, early data are already making clear that the economic and social costs of the pandemic will be large. Growth prospects depend on many factors, including how COVID-19 evolves, the duration of any shutdowns, the impact on activity, and the implementation of fiscal and monetary policy support. Uncertainty will likely prevail for an extended period.

According to OECD expectations, global GDP in 2020 will plummet between 6% and 7.6% depending on different scenarios with all major economies experiencing severe recession. The euro area could fall up to 11.5% (Spain 14.4%), the UK up to 14%, the US 8%, Brazil 9.1% and Mexico 8.6%.

In the scenarios contemplated by the OECD, the world will not be back at the Q4 2019 GDP level for at least 2 years.

The management priorities pre COVID-19 of the principal geographic areas for 2020 are set out below:

EUROPE

In a macroeconomic environment characterised by lower for longer interest rates, the priorities for 2020 will be:

- Defend margins, control costs and improve efficiency while maintaining a full value proposition.
- Continue to work on simplifying products and structures.
- Accelerate the digital transformation process and adaptation of technology platforms.
- Manage regulatory impacts on revenue and costs.

Santander Consumer Finance (SCF)

Thanks to its positioning in the European consumer market, SCF is seeking to exploit its growth potential. The main priorities are to:

- Strengthen leadership position in the retail auto finance market, while optimising capital consumption and driving growth in consumer finance through SCF's new digital business model.
- Help our partners with the digitalisation of their transformation plans.
- Proactively manage brand agreements and develop digital projects in all business lines.
- Execute the strategic operations carried out in 2019 as a key element to maintain high profitability and best-in-class efficiency in the sector.

Portugal

The priorities for the year are to:

- Increase customer loyalty to continue growing organically in terms of profitable market share and leveraging our position in the corporate segment.
- Progress in our digital transformation to simplify processes and increase efficiency.
- Simplify the commercial offering for value-added products and services that are suitable for meeting the customer's needs to improve their experience.
- Increase customer funds, particularly off-balance sheet funds, and lending in segments with an appropriate risk-return profile, while maintaining a low cost of credit.
- Focus on increasing net fee income and reducing costs.

Spain

After the successful integration of Banco Popular, Santander Spain's 2020 priorities are the following:

- Increase customer loyalty and deepen relationships in order to give customers the best experience, simplifying products and optimising processes, and accelerate the digital transformation to provide a better service and develop new ways of interacting with the customer.
- Boost revenue by promoting value-added products, especially for SMEs and corporates, but also for insurance and mutual funds while reducing the cost of deposits.
- Continue to improve the cost base by seeking additional efficiencies and synergies.
- Continue to reduce doubtful and foreclosed assets, improving the main risk metrics.

- Develop a sustainable profit and profitability model with optimal capital allocation and a special focus on higher profitability segments and products.

United Kingdom

In an environment of continued uncertainty regarding the UK's future trading relationship with the EU and in a market expected to remain very competitive with margin pressures, Santander UK's priorities are to:

- Grow customer loyalty by providing an outstanding customer experience.
- Simplify and digitalise the business for improved returns.
- Invest in our people to ensure they have the skills and knowledge to thrive.
- Embed greater sustainability across our business.

Poland

The Bank's priorities for 2020 are the following:

- Continuation of the digitalisation and automation strategy and to become the best open platform for financial services.
- Optimisation of the network of channels and maintain the position of the best traditional, private banking and investment bank in Poland.
- Selective growth in volumes (mainly in consumer finance and SMEs) as part of the capital optimisation strategy.
- Margin management, with improved asset profitability and lower cost of deposits.

NORTH AMERICA

While focusing on further developing the USMX trade corridor, the priorities in the region will be to:

- Accelerate execution of regional strategy, increase profitability and contribute to efficiency objectives.
- Consolidation of IT function for the North America region under a single leadership.
- Eliminate duplicates in the operating model, platform and architecture.
- Optimise spends, in part through third party cost optimisation.
- Promote expedited wire service as a means to drive new customer acquisition.

Mexico

A strategic agenda has been developed with the aim of becoming the best bank for our customers, with the following objectives:

- Improve customer experience by leveraging both the new tools and methodologies as well as improving operating processes.
- Maintain strong growth rates in loyal customers (through initiatives to attract payrolls and collectives) and digital customers (by promoting new platforms, channels and customer care models, as well as our new payment platforms).
- To strengthen our corporate businesses to continue to be the reference in the market in value-added products.

- Increase revenue through greater volumes and lower cost of deposits.

United States

Management will remain focused on improving profitability, as follows:

- Digital and branch transformation initiatives to improve customer experience and loyalty while growing digital customers.
- Adapting business strategy to mitigate revenue impact from lower rates.
- Cost management in order to continue improving efficiency.
- Completing legacy regulatory remediation programmes.
- Completing the sale of business in Puerto Rico.

SOUTH AMERICA

The Group's priorities in the region are to:

- Accelerate profitable growth, with a strategy that seeks to strengthen a more connected regional network.
- Develop digital platforms.
- Continue growing the number of loyal and digital customers strongly.
- Managing regulatory impacts on revenue.

Chile

In a scenario of macroeconomic and political uncertainties, the strategy will focus on:

- Maintaining our leadership position in local banking in a less dynamic economic environment.
- Continuing to expand our digital platforms and continuing with the digital transformation E2E and other technological developments for our SME and corporate customers, including the launch of our new value-added offering in acquiring.
- Increasing the number of loyal and digital customers while improving our service quality indicators.
- Growing volumes, management of spreads and higher fee income to boost revenue.
- Remaining best in class in terms of efficiency.

Uruguay

The Bank's strategy will focus on:

- Expanding our businesses, combined with risk control and in a responsible way with the community in which we operate.
- Achieving greater customer loyalty, increasing market share.
- Accelerating our digital capabilities and modernise our digital offering.
- Continuing to improve operational efficiency.

Brazil

Santander Brasil's priorities aim to maintain high levels of profitability, capturing new market opportunities:

- Strengthen our robust business model by expanding our presence through new activities with high growth potential.
- Increase our customer base and improve the relationship with our customers, offering a tailored service.
- Maximise transactionality between businesses and segments.
- Manage regulatory changes.

Argentina

In order to be the country's best open financial services platform, the strategy will focus on:

- Increasing our customer base, focusing on customer experience and maintaining loyalty ratios.
- Boosting the digitalisation of our core business while developing new businesses.
- Gaining profitable market share, making optimum use of capital and controlling provisions.
- Focusing on margin management and transactional business in a probable environment of falling interest rates.
- Continuing with our efficiency and simplification process.

Andean Region

The Bank's strategy will focus on:

- The digital transformation of Peru and Colombia.
- In Peru, expand our customer base, increase customer loyalty and maintain credit quality.
- In Colombia, significant profit growth focused on most segments.

Santander Corporate & Investment Banking

In 2020, we will continue to focus on:

- Increasing capital rotation and efficiency, maximising returns on risk-weighted assets.
- Continuing to work on geographic, product and customer diversification.
- Continuing to expand the range of products to customers of the retail banking network.
- Further strengthening our commitment to sustainability, expanding the range of green products for our customers.
- Continuing to enhance our business environment and control mechanisms.

Santander Global Platform

In 2020, we will continue to develop our global platforms to accelerate progress in our digital transformation, improve efficiency and customer experience, with tailored objectives in the medium term:

- In GMS, we plan to expand our markets from 1 to 8. It will be rolled out in Latin America in 2020, firstly in Mexico.

- In GTS, our priority will be to complete the acquisition of Ebury. Following its integration, combined with the strengths and assets of Santander, we aim to become the leading proposition for international SMEs in Europe and Latin America in the medium term, by extending GTS to 20 markets.
- As of today, Superdigital operates in three markets and our goal is to reach over 5 million active customers across 7 markets.
- Openbank carries out its activity in four markets and we plan to expand into 10 markets in Europe and Latin America.
- The Centres of Digital Expertise will continue to work to ensure all countries have access to the most innovative technology, while avoiding duplications and continuing to invest in attractive fintechs through our venture capital InnoVentures.

Wealth Management & Insurance

In 2020 we expect to generate growth, including the investments needed to continue improving our value offering globally and reinforce our commitment to digital channels. The key management drivers will be:

- Consolidating our global Private Banking model and continuing to foster collaboration between our private banks and other Bank segments by offering customers a global experience and value proposition.
- Continuing to improve and expand the product range in SAM and complete our methodology and ESG product offering, while improving efficiency by transforming our operating model into a more global and integrated manager.
- In Insurance, completing the product range and beginning to capture its identified potential, aiming for double-digit growth. In addition, developing Pensions by increasing our product offering, adapting to the customer's life cycle.

Continuing digitalisation through Global Spirit tools for our Private Banking managers, the new front (Virginia) for our Private Banking customers, a Private Wealth aggregator (Mastro), the implementation of the Aladdin investment platform in SAM and the development of end-to-end digital tools in Insurance.

7.1 *A description of: (a) any material adverse change in the prospects of the guarantor since the date of its last published audited financial statements; (b) any significant change in the financial performance of the group since the end of the last financial period for which financial information has been published to the date of the Base Prospectus. If neither of the above are applicable then the guarantor shall include an appropriate statement to the effect that no such changes exist.*

Save as set out directly below, there has been no material adverse change in the prospects of the Guarantor and there has been no significant change in the financial performance of the Santander Group since 31 March 2020.

Since March 2020, a new strain of coronavirus (COVID-19) has spread to many countries, including Spain. This event has resulted the viral outbreak to be classified as a pandemic by the World Health Organization, which significantly affects economic activity worldwide and, as a result, the Group's operations and financial results. The extent to which COVID-19 will ultimately impact the Group's results will depend on future developments, including actions to contain or treat the disease and mitigate its impact on the economies of the affected countries, which generate uncertainties in the Group's estimates. For this reason, the Group's management has assessed the current situation according to the best information available, then developing the potential impacts of COVID-19 on the estimates made during the three-month period ended March 31, 2020. From the results of this evaluation, the following aspects stand out:

- **Impairment losses:** The rapid evolution of the events has required the authorities to adopt immediate and extraordinary measures throughout the world to help mitigate the spread of COVID-19. These measures, which include travel restrictions, quarantines in certain areas and

forced closings for certain types of public places and businesses, are adversely affecting the levels of economic activity in the main geographies where the Group operates. This pandemic has generated an unexpected, unpredictable and unprecedented crisis. In turn, these events have generated a high degree of uncertainty that can negatively affect consumer and business confidence.

The accounting standard (IFRS 9) requires that the forecasts on future macroeconomic conditions be considered when estimating the provisions for expected losses. In this way, and given that certain assumptions implemented in the Group's current expected loss models are not updated in accordance with the current uncertainty environment due to the suddenness of the event, the Group's management has carried out a process during the quarter to update these estimates taking into account what is indicated by regulatory and supervisory bodies, including the International Accounting Standards Board ("IASB"), the European Central Bank ("ECB"), the European Banking Authority ("EBA") and the European Markets and Securities Authority ("ESMA"), among others.

In the IASB statement of 27 March 2020 on the application of IFRS 9 in light of current uncertainty resulting from the COVID-19 pandemic, it indicated that a mechanistic approach of the expected loss calculation methodology should not be made. In addition, it indicated that entities are required to develop estimates based on the best available information on past events, current conditions and forecasts of economic conditions. Regarding the forecasts of economic conditions, it establishes that both the effects of COVID-19 and the mitigating support measures that are being carried out must be considered. The ECB, in its communication of 1 April 2020, and in line with the accounting standard, establishes the use of forecasts that avoid pro-cyclical assumptions given the high volatility of prospective scenarios and establishes the use of long-term macroeconomic forecasts.

As indicated by the regulatory bodies, the current environment of uncertainty makes it necessary to apply significant judgments in estimating the potential impacts on the Group's provisions for credit losses. These potential impacts will depend in part on future developments that cannot be currently predicted and include public and / or private actions to contain the health crisis. The impacts will also depend on support measures from governments, central banks and financial entities, such as moratoriums, guarantees and the availability of credit. Although the health crisis is impacting the different geographies of the Group, said crisis is expected to be of different intensity and possibly of a different duration. Additionally, the support measures that the public and private sectors are promoting to face the crisis also vary in different geographies. That said, the complexity of reasonably estimating the Group's expected credit losses increases through the possibility that in some geographies the exit from the economic crisis will be slower than estimated.

The Group has implemented its business continuity plans in all units, with the aim of ensuring the proper functioning of all our activities, as well as providing the necessary support to its clients. In order to address and closely monitor the possible effects derived from the current situation, the Group has launched the planned specific additional governance, including crisis management committees, which address, among others, the following topics:

- Evaluation of all risk factors and identification of focus areas.
- Analysis of the potential impact on all the units in which the Group operates, through continuous monitoring and scenario analysis.
- Analysis and implementation of the various economic mitigation measures adopted by governments and central banks, as well as those designed internally by the Group.

Continuous monitoring and reporting of the main risk indicators, to the Board and to senior management, is key to facilitating the decision-making process. Despite the fact that the situation of COVID-19 has profoundly altered the normal functioning of financial markets and global economic activity, especially since the last weeks of March, the Group maintained the positive trend in terms of credit quality in the first quarter, supported by the positive evolution of the past-due ratio, an adequate coverage ratio and a stable cost of credit.

As previously mentioned about the high degree of uncertainty, and given that the effects related to the COVID-19 situation have not yet materialized in the risk indicators and in the expected credit loss models that estimate the provisions for credit losses in the first quarter, the Group's management, complying

with the accounting standard, has updated its accounting estimates adjusting qualitatively the expected credit loss models to incorporate information that reflects the prospective macroeconomic environment, which includes the future effects of changes in variables to which the models are sensitive (such as, for example, gross domestic product, unemployment, housing prices, interest rates, exchange rates, etc.), in the Group's provisions for credit losses and recorded in the first quarter of 2020 an additional provision for impairment of financial assets at amortized cost of 1,600 million euros for the effect of the COVID-19 pandemic. As of March 31, 2020, the balance of provisions covering impairment losses on assets that make up the balance of financial assets at amortized cost amounts to 23,050 million euros.

In order to estimate this provision, the Group has followed the recommendations of the supervisory and regulatory bodies mentioned above, giving greater weight to the medium and long-term projections to avoid the undesired effects of volatility and procyclicality. These medium and long-term macroeconomic forecasts include different scenarios of economic recovery, both with regards to the recovery of activity prior to the pandemic (complete or incomplete recovery), and the time period in which such recovery takes place (periods between 1 and 3 years).

Under this approach, the Group has evaluated the sensitivity of its portfolios to medium and long-term macroeconomic forecasts in various scenarios, also considering the public and private support measures that are being carried out in the different geographies in which it operates. In this way, the Group's management has developed, giving it greater weight, a scenario of economic recovery in the short term but reflecting the permanent impact of the COVID-19 situation in the medium term. In addition, another scenario has been established, giving it a lower weight, which reflects the potential additional impact of a slower economic recovery.

These scenarios, which are consistent with the current market consensus, have been constructed under a situation of high uncertainty given the multitude of unknowns existing in the different geographies where the Group operates. The current environment of uncertainty includes unknowns regarding health and other economic, fiscal and monetary policies that may be taking and developing in the future. This qualitative approach, as well as the respective scenarios and weightings, are documented and approved in the risk management process and in accordance with the governance established by the Group.

Given the current uncertainty and the evolution of the COVID-19 situation in the main geographies where the Group operates, the Group's management will review these estimates in future periods and will determine if additional adjustments are necessary to update them with new and reliable internal or external information available. The outcome of the pandemic is uncertain, and it is unknown how long the adverse conditions associated with it will last and what the final impact will be on the Group. It is possible that the estimates made to calculate the provisions for credit losses during the first quarter of 2020 may be materially impacted in the short term and require additional provisions during the current financial year.

Significant increase in credit risk

As a consequence of the COVID-19 situation, the Group has implemented certain measures voluntarily, or required by local regulation, in several of the different geographies where it operates. One of the main measures is the moratorium or deferrals of payments of certain mortgage and personal loans, and loans to companies with partial government guarantees.

In this context and related to the treatment of the significant increase in credit risk, the Group has carried out an evaluation of the measures announced in the different geographies, considering available information and in line with the criteria established in its risk management policy. According to what was published by the different supervisors, the existence of a public or private moratorium is not considered an automatic significant increase in credit risk, but an evaluation should be made of whether the potential deterioration is due to a temporary situation as a result of the situation of COVID-19 or if it is a permanent situation in the whole life of the operation. At the end of 31 March 2020, considering the date on which the pandemic spread, it has not had a significant impact on the Group. Therefore, the loans have been classified based on the Group's current staging criteria prior to COVID-19. Likewise, the Group will evaluate, as published by the different supervisors, the impact of the potential significant increase in credit risk because of the increase in moratoriums granted during the second quarter.

- Liabilities and commitments for post-employment compensation and other obligations: considering the long-term nature of these commitments, the valuation and hypothesis-setting criteria are maintained for

recording and accounting for post-employment and long-term commitments. On the other hand, eligible assets are quantified at market value and the reference discount rate to determine the value of the obligation continues to be the interest rate of corporate bonds with high credit ratings at the accounting reference date consistent with the duration of the obligations, although the high volatility of the spreads corresponding to said bonds in the last days of the first quarter has been taken into account.

- Useful life of tangible and intangible assets: based on the type of Group assets, there have been no significant changes in the estimates made at the end of 2019 due to COVID-19.
- Goodwill: the current environment of uncertainty caused by COVID-19 has been considered in the evaluation of the recoverability of the cash-generating units (CGUs) that support the Group's goodwill.

As indicated above, the pandemic caused by COVID-19 is having a negative effect on the economic environment, however, there is a high degree of uncertainty as to how it will ultimately impact the main variables used by management to assess the valuation of goodwill, including the long-term business plans of the Group's various CGUs, as well as their ability to generate results and adapt to the new situation, discount rates and terminal growth rates.

However, the Group has reviewed the main variables used at the end of the 2019 fiscal year and has evaluated their sensitivity to the negative effects derived from COVID-19, concluding that they are considered reasonable during the first quarter of 2020.

According with all of the above, and based on the analysis made of the information available on the evolution of the different CGUs that could have indications of impairment, the Group's management have concluded that during the first three months of 2020 there were no reductions in value that required an impairment charge.

It should be noted that given the sensitivity in value in use to changes in the main variables used, any significant future impact that may negatively affect the future benefits, and the values in use, of CGUs could place the Group in a situation of potential goodwill impairment in geographies such as Santander UK, in which the excess of the value in use over the book value is at reduced levels after the impairment of the Goodwill registered by the Group in 2019 for an amount of EUR 1,491 million. The Group's management will update and approve the business plans of all the CGUs during the current year and will evaluate if there are indications of impairment to carry out an impairment test on this CGU or any other.

- Provisions and contingent liabilities: the Group's management, after its analysis, has concluded that there have been no significant changes in the estimates made at the end of the 2019 fiscal year in relation to the probability of the obligations that the Group has to meet at 31 March 2020 due to the situation produced to date by COVID-19.
- Market risk: the events described above related to COVID-19 have had a significant impact on financial markets during the last weeks of the first quarter. In general, stock markets have suffered considerable declines, government bond yields have hit record lows, volatilities have increased, and credit spreads have increased. During the first days after the consideration of COVID-19 as a global pandemic and the announcement of restrictive measures in most of the world economies, there was also a decrease in liquidity, an expansion of bid-offer spreads in some instruments and a certain loss of convergence between the different price contributors.

Subsequently, and especially after the measures adopted by most central banks and financial regulators at a global level, market conditions have been normalizing. Although without returning to levels prior to the current crisis, certain assets have recovered part of the accumulated losses, liquidity has recovered and volatility has decreased in most markets and terms from the highs reached in previous weeks. Likewise, at the end of the quarter, there was no significant reduction in observables price from sources used for the valuation of financial instruments, but an increase of the price ranges.

The strong initial price falls have generally led to lower valuations at the end of the quarter in many of the financial assets, especially those linked to credit and equity risk, as a consequence of the increase in the spreads of the counterparties in the market and the elimination of the suggested dividend payment from the authorities. However, the certain normalization of market conditions in recent weeks has meant that no significant worsening of observability conditions has been detected in the inputs used for the

valuation of portfolio instruments, nor less access to price contributors. and real market operations. Consequently, considering the composition of the Group's portfolios, the impact on the classification within the fair value hierarchy has been moderate. During the quarter, there have been some reclassifications of asset to Level 3, especially in credit instruments due to the lower observability of spreads, but in general in most markets, underlying and terms, the classifications in force in the previous quarter have been maintained according to our observability and significance criteria. On the other hand, the lower valuations of certain assets and the low levels of risk maintained in this difficult market environment, have caused some decrease in the total amount of Level 3 instruments due to the decreased in the portfolio positions, partially offsetting the aforementioned increase.

The Group's management will continue to rigorously monitored the evolution of the markets, their liquidity and the observability conditions of the valuation inputs in order to apply the criteria established in the Group for the leveling of assets and liabilities measured at fair value. In the event of a further worsening of market conditions and if this were to continue over time, a greater future impact on the current classification of financial instruments within the levels of the fair value hierarchy may be required.

- Deferred tax assets: with respect to the main countries where the Group has recognized deferred tax assets, the Group estimates that their recovery period would not be affected by a significant drop in results in the current year derived from the impact of COVID-19, to the extent that in the medium term the economic environment recovers to the levels prior to this event. In any case, it is important to note that, according to the current legislation of these countries, tax credits for negative tax bases, deductions or other temporary differences do not have an expiration date and, therefore, an increase in the recovery period does not it would necessarily require a write-down of these tax credits.

7.2 *Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the guarantor's prospects for at least the current financial year.*

The global financial services sector is likely to remain competitive with a large number of financial service providers and alternative distribution channels. Additionally, consolidation in the sector (through mergers, acquisitions or alliances) is likely to occur as other major banks look to increase their market share, combine complementary businesses or strengthen their balance sheets. In addition, regulatory changes will take place in the future that the Group expects will increase the overall level of regulation in the markets.

The following are the most important trends, uncertainties and events that are reasonably likely to have a material adverse effect on the Group or that would cause the disclosed financial information not to be indicative of its future operating results or our financial condition:

Economic and Industry Conditions

- general economic or industry conditions in Spain, the U.K., the U.S., other European countries, Brazil, other Latin American countries and the other areas in which we have significant business activities or investments;
- exposure to various types of market risks, principally including interest rate risk, foreign exchange rate risk and equity price risk;
- a worsening of the economic environment in Spain, the U.K., the U.S., other European countries, Brazil, other Latin American countries, and increase of the volatility in the capital markets;
- the effects of a continued decline in real estate prices, particularly in Spain and the U.K.;
- the effects of results of UK political developments, including the UK's exit from the European Union;
- monetary and interest rate policies of the European Central Bank and various central banks;
- inflation or deflation;

- the effects of non-linear market behavior that cannot be captured by linear statistical models, such as the value at risk ("VaR") model we use;
- changes in competition and pricing environments;
- the inability to hedge some risks economically;
- the adequacy of loss reserves;
- acquisitions or restructurings of businesses that may not perform in accordance with our expectations;
- changes in demographics, consumer spending, investment or saving habits;
- potential losses associated with prepayment of our loan and investment portfolio, declines in the value of collateral securing our loan portfolio, and counterparty risk; and
- changes in competition and pricing environments as a result of the progressive adoption of the internet for conducting financial services and/or other factors

Political and Governmental Factors

- political stability in Spain, the U.K., other European countries, Latin America and the U.S.;
- changes in Spanish, U.K., E.U., U.S., Latin American, or other jurisdictions' laws, regulations or taxes, including changes in regulatory capital and liquidity requirements, including as a result of the UK exiting the E.U.; and
- increased regulation in light of the global financial crisis.

Transaction and Commercial Factors

- damage to our reputation;
- our ability to integrate successfully our acquisitions and the challenges inherent in diverting management's focus and resources from other strategic opportunities and from operational matters while we integrate these acquisitions; and
- the outcome of our negotiations with business partners and governments.

Operating Factors

- potential losses associated with an increase in the level of non-performance by counterparties to other types of financial instruments;
- technical difficulties and/or failure to improve or upgrade our information technology;
- changes in our ability to access liquidity and funding on acceptable terms, including as a result of changes in our credit spreads or a downgrade in our credit ratings or those of our more significant subsidiaries;
- our exposure to operational losses (e.g., failed internal or external processes, people and systems);
- changes in our ability to recruit, retain and develop appropriate senior management and skilled personnel;
- the occurrence of force majeure, such as natural disasters, that impact our operations or impair the asset quality of our loan portfolio;
- the impact of changes in the composition of our balance sheet on future interest income/(charges); and

- potential losses associated with cyber attacks.

8. PROFIT FORECASTS OR ESTIMATES

- 8.1** *If a guarantor chooses to include a profit forecast or a profit estimate (which is still outstanding and valid), such forecast or estimate must contain the information items 8.] and 8.3.*

The Guarantor has not included a profit forecast or profit estimate in this Base Prospectus.

- 8.2** *The profit forecast or estimate shall be clear and unambiguous and contain a statement setting out the principal assumptions upon which the guarantor has based its forecast, or estimate. The forecast or estimate shall comply with the following principles: (a) there must be a clear distinction between assumptions about factors which the members of the administrative, management or supervisory bodies can influence and assumptions about factors which are exclusively outside the influence of the members of the administrative, management or supervisory bodies; (b) the assumptions must be reasonable, readily understandable by investors, specific and precise and not relate to the general accuracy of the estimates underlying the forecast; and (c) in the case of a forecast, the assumptions shall draw the investor's attention to those uncertain factors which could materially change the outcome of the forecast.*

Not applicable.

- 8.3** *The Base Prospectus shall include a statement that the profit forecast or estimate has been compiled and prepared on a basis which is both: (a) comparable with the historical financial information; and (b) consistent with the guarantor's accounting policies.*

Not applicable.

9. ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES

- 9.1** *Names, business addresses and functions in the guarantor of the following persons, and an indication of the principal activities performed by them outside the guarantor where these are significant with respect to the guarantor:*

- (a) *members of the administrative, management or supervisory bodies; and*
- (b) *partners with unlimited liability, in the case of a limited partnership with a share capital.*

The Bylaws of the Guarantor (Article 41) provide that the maximum number of Directors is 17 and the minimum number 12.

The Board of Directors of the Guarantor is presently made up of 15 directors.

The following table displays the composition, position and structure of the Board of Directors and its Committees.

For this sole purpose, the business address of each of the persons listed below is: Ciudad Grupo Santander, Avenida de Cantabria s/n, 28660 Boadilla del Monte,

<i>Board of directors</i>	Executive committee	Audit committee	Appointments committee	Remuneration committee	Risk supervision, regulation and compliance committee	Innovation and technology committee	Responsible Banking, Sustainability and Culture committee	Executive	Non-executive	Date of first appointment	Date of re-election
Executive chairman Ms. Ana Botín-Sanz de Sautuola y O'Shea	C					C				04.02.1989	10.06.1991 09.05.1994 12.05.1997 06.03.1999 04.03.2000 21.06.2003 17.06.2006 17.06.2011 28.03.2014 07.04.2017
Vice-chairman and Chief Executive Officer Mr. José Antonio Álvarez Álvarez										25.11.2014	07.04.2017 12.04.2019
Vice-chairman Mr. Bruce Carnegie-Brown			C	C					I	25.11.2014	18.03.2016 12.04.2019
Members											
Ms. Homaira Akbari									I	27.09.2016	23.03.2018
Mr. Javier Botín-Sanz de Sautuola y O'Shea									E	25.07.2004	18.06.2005 11.06.2010 22.03.2013 18.03.2016 12.04.2019
Mr. Álvaro Antonio Cardoso de					C				I	23.03.2018	
Ms. Sol Daurella Comadrán									I	25.11.2014	18.03.2016 23.03.2018
Mr. Henrique de Castro									I	17.07.2019	
Mr. Rodrigo Echenique Gordillo									E	07.10.1988	30.06.1989 08.06.1992 08.05.1995 23.06.1998 06.03.1999 04.03.2000 21.06.2003 17.06.2006 17.06.2011 28.03.2014 07.04.2017
Ms. Esther Giménez-Salinas i Colomer									I	30.03.2012	28.03.2014 07.04.2017
Mr. Luis Isasi Fernández de Bobadilla									I	19.05.2020	
Mr. Ramiro Mato García-Ansorena							C		I	28.11.2017	12.04.2019

<i>Board of directors</i>	Executive committee	Audit committee	Appointments committee	Remuneration committee	Risk supervision, regulation and compliance committee	Innovation and technology committee	Responsible Banking, Sustainability and Culture committee	Executive	Non-executive	Date of first appointment	Date of re-election
Mr. Sergio Rial										30.05.2020	
Ms. Belén Romana García									I	22.12.2015	07.04.2017 12.04.2019
Ms. Pamela Ann Walkden		C							I	29.10.2019	-
General secretary and secretary of the board Mr. Jaime Pérez Renovales ³										01.09.2015	-

C: Chairman of the committee I: Independent E: External, neither proprietary nor independent

³ Not director.

Principal Activities Outside the Guarantor

At the date of this document, the current directors of the Guarantor at the date hereof carry out among others the following functions in other listed companies:

Name or corporate name of Director	Name of listed company	Position
Ms. Ana Botín-Sanz de Sautuola y O'Shea	The Coca-Cola Company	Non-executive director
Mr. Rodrigo Echenique Gordillo	Industria de Diseño Textil, S.A. "INDITEX, S.A."	Non-executive director
Ms. Homaira Akbari	Landstar System, Inc.Temenos, AG.	Non-executive director Non-executive director
Ms. Sol Daurella Comadrán	Coca-Cola European Partners Plc	Non-executive chairman
Mr. Henrique de Castro	Fiserv Inc. Target Corporation	Non-executive director Non-executive director
Mr. Luis Isasi Fernández de Bobadilla	Grifols, S.A.	Non-executive director
Mr. Sergio Rial	Delta Airlines Inc.	Non-executive director
Ms. Belén Romana García	Aviva plc.	Non-executive director

There are no potential conflicts of interests between any duties owed to the Guarantor by the directors and their private interests and/or other duties.

9.2 *Administrative, management, and supervisory bodies conflicts of interests. Potential conflicts of interests between any duties to the issuing entity of the persons referred to in item 10.1 and their private interests and or other duties must be clearly stated. In the event that there are no such conflicts, make a statement to that effect.*

None of the members of the Board of Directors or persons related to them perform, as independent professionals or as employees, activities that involve effective competition, be it present or potential, with the activities of Banco Santander, S.A., or that, in any other way, place the directors in an ongoing conflict with the interests of Banco Santander, S.A.

Without prejudice to the foregoing, following is a detail of the declarations by the directors with respect to their equity interests in companies not related to the Group whose object is banking, financing or lending; and of the management or governing functions, if any, that the directors discharge thereat.

With regard to situations of conflict of interest, as stipulated in Article 36.1.b.vi of the Rules and Regulations of the Board, the directors must notify the board of any direct or indirect conflict with the interests of the Bank in which they or persons related thereto may be involved. The director involved shall refrain from taking part in discussions or voting on any resolutions or decisions in which the director or any persons related thereto may have a conflict of interest.

Also, under Article 40 of the Rules and Regulations of the Board, following a favourable report by the audit committee, the board must authorise the transactions which the Bank performs with directors (unless the power to approve them is vested by law in the general meeting), excluding the transactions indicated in Article 40.2.

Accordingly, the related party transactions performed during the year met the conditions established in the Rules and Regulations of the Board not to require authorisation of the governing bodies, or obtained such authorisation, following a favourable report by the audit committee, after confirming that the consideration and the other conditions agreed upon were within market parameters.

In addition, other directors abstained from participating in and voting on the deliberations of the meetings of the Board of Directors or of the board committees on 49 occasions in 2019. The breakdown of these 49 cases is as follows: 28 related to proposals for the appointment, re-election or removal of directors, or the appointment of members of the board committees or committees in Group companies; 13 related to matters connected with remuneration or the extension of loans or the granting of loans or credits;; and on 8 occasions the abstention occurred in connection with the annual verification of the status and the suitability of directors. which, pursuant to Article 6.3 of the Rules and Regulations of the Board, was performed by the appointments committee.

10. MAJOR SHAREHOLDERS

10.1 *To the extent known to the guarantor, state whether the guarantor is directly or indirectly owned or controlled and by whom, and describe the nature of such control, and describe the measures in place to ensure that such control is not abused.*

At 31 December 2019, 1.07% of the Bank's share capital was held by members of the board of directors.

The Bank is not aware of any person which exerts or may exert control over the Bank within the terms of Article 5 of Real Decreto Legislativo 4/2015, de 23 octubre, por el que se aprueba el texto refundido de la Ley del Mercado de Valores (Royal Legislative Decree 4/2015, of 23 October, for the approval of the consolidated text of the Securities Market Law).

The Bank is not aware of any arrangements, the operation of which may, at a date subsequent to that of the date hereof, result in a change in control of the Guarantor.

10.2 *A description of any arrangements, known to the guarantor, the operation of which may at a subsequent date result in a change in control of the guarantor.*

The Bank is not aware of any arrangements the operation of which may at a date subsequent to that of the date hereof result in a change in control of the Guarantor.

11. FINANCIAL INFORMATION CONCERNING THE GUARANTOR'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES

11.1 *Historical financial information*

(Note item 11.1.1 below encompasses items 11.1.1 to 11.1.5)

11.1.1 *Audited historical financial information prepared according to International Financial Reporting Standards covering the latest two financial years and the audit report in respect of each year. If the guarantor has changed its accounting reference date during the period for which historical financial information is required, the audited historical financial information shall cover at least 24 months, or the entire period for which the guarantor has been in operation, whichever is shorter.*

The last audited historical financial information, containing comparative information for the previous year, must be presented and prepared in a form consistent with the accounting standards framework that will be adopted in the guarantor's next published annual financial statements. Changes within the issuer's existing accounting framework do not require the audited financial statements to be restated. However, if the guarantor intends to adopt a new accounting standards framework in its next published financial statements, the latest year of financial statements must be prepared and audited in line with the new framework.

Where the audited financial information is prepared according to national accounting standards, the financial information required under this heading must include at least the following:

- (a) the balance sheet;*

- (b) *the income statement;*
- (c) *the cash flow statement;*
- (d) *the accounting policies and explanatory notes.*

Unaudited Condensed Balance Sheet and Income Statement (million euro)	31 December 2019	31 December 2018	Variation (%)
Total assets	1,552,695	1,459,271	4.3
Net customer loans	942,218	882,921	6.7
Customer deposits	824,365	780,496	5.6
Shareholders' equity	122,103	118,613	2.9
Net interest income	35,283	34,341	2.7
Gross income	49,229	48,424	1.7
Profit before tax	12,543	14,201	(11.7)
Profit for the year from continuing operations	8,116	9,315	(12.9)
Profit attributable to the Parent	6,515	7,810	(16.6)

11.1.6 *Financial statements: If the guarantor prepares both own and consolidated financial statements, include at least the consolidated financial statements in this Base Prospectus.*

The Guarantor prepares audited consolidated annual financial statements under the IFRS-EU and non-consolidated annual financial statements under Spanish Generally Accepted Accounting Principles (GAAP), the English translations of the audited consolidated annual financial statements for the years ended 2018 and 2019 are incorporated by reference under paragraph (1) of "*Documents Incorporated by Reference*".

The consolidated and non-consolidated annual financial statements of the Guarantor for the 2019 and 2018 financial years were audited by the independent audit firm PricewaterhouseCoopers Auditores, S.L. There are no qualifications of the auditors in relation to the individual and consolidated annual financial statements of the Guarantor for the 2019 and 2018 financial years.

The Guarantor also prepares condensed consolidated interim financial statements. The unaudited condensed consolidated interim Income Statement and Balance Sheet of the Guarantor as at and for the three months ended 31 March 2020 have been incorporated by reference under paragraph (2) of "*Documents Incorporated by Reference*". Such financial statements were extracted from the internal accounting records of the Guarantor.

11.1.7 *The balance sheet date of the last year of audited financial information may not be older than 18 months from the date of this Base Prospectus.*

The date of the most recent annual consolidated audited financial information of the Bank is 31 December 2019.

11.2 *Interim and other financial information.*

11.2.1 *If the guarantor has published quarterly or half yearly financial information since the date of its last audited financial statements, these must be included in this Base Prospectus. If the quarterly or half yearly financial information has been reviewed or audited, the audit or review report must also be included. If the quarterly or half yearly financial information is unaudited or has not been reviewed, state that fact.*

If this Base Prospectus is dated more than nine months after the end of the last audited financial year, it must contain interim financial information, covering at least the first six months of the financial year. If the interim financial information is unaudited, state that fact.

The interim financial information must include comparative statements for the same period in the prior financial year, except that the requirement for comparative balance sheet information may be satisfied by presenting the years-end balance sheet.

See paragraph (2) of "Documents Incorporated by Reference" above.

The Base Prospectus is dated less than nine months after the end of the last audited financial year.

11.3 Auditing of historical annual financial information.

11.3.1 The historical annual financial information must be independently audited. The audit report shall be prepared in accordance with the Directive 2014/56/EU and Regulation (EU) No 537/2014. Where Directive 2014/56/EU and Regulation (EU) No 537/2014 do not apply:

- (a) the historical financial information must be audited or reported on as to whether or not, for the purposes of the base prospectus, it gives a true and fair view in accordance with auditing standards applicable in a Member State (which for these purposes, includes the United Kingdom) or an equivalent standard.***
- (b) if audit reports on the historical financial information contain qualifications, modifications of opinion, disclaimers or an emphasis of matter, such qualifications, modifications, disclaimers or emphasis of matter must be reproduced in full and the reasons given.***

The individual and consolidated annual financial statements of Banco Santander, S.A. for the 2018 and 2019 financial years were audited by the independent audit firm PricewaterhouseCoopers Auditores, S.L..

There are no qualifications of the auditors in relation to the individual and consolidated 2018 and 2019 annual Financial Statements referred to above.

11.3.2 An indication of other information relating to the guarantor in this Base Prospectus which has not been audited by the auditors.

The information contained in "Business Overview" above is not audited and was obtained from the internal accounting records and management records of the Guarantor.

The Guarantor considers the following metrics to constitute Alternative Performance Measures as defined in the ESMA Guidelines introduced on 3 July 2016 ("**ESMA Guidelines**") on Alternative Performance Measures, that are not required by, or presented in accordance with, IFRS-EU.

The Guarantor considers that these metrics provide useful information for investors, securities analysts and other interested parties in order to better understand the Group's business, financial position, profitability, results of operations, the quality of its loan portfolio, the amount of equity per share and their progression over time.

Such measures should, however, not be considered as a substitute to profit or loss attributable to the Group or any other performance measures derived in accordance with IFRS-EU or as an alternative to cash flow from operating, investing and financing activities as a measure of the Group's liquidity.

Other companies in the industry may calculate similarly titled measures differently, such that disclosure of similarly titled measures by other companies may not be comparable with that of the Issuer and the Group. Investors are advised to review these alternative performance measures in conjunction with the Group's audited consolidated financial statements and accompanying notes which are incorporated by reference in this Base Prospectus.

Terms relating to profitability and return on investment measure the ratio of results on capital, assets and risk-weighted assets in accordance with the definitions set out in the table below. The efficiency ratio makes it possible to measure the amount of general administrative expenses (personnel and others) and amortisation expenses necessary to generate income.

Terms relating to the non-performance of loans measure the quality of the loan portfolio and the percentage of the non-performing portfolio that is covered by provisions for defaults, in accordance with the definitions set out in the table below.

Ratio	Formula	Relevance of the metric
NPL ratio (Non-performing loans ratio)	$\frac{\text{Non-performing loans and advances to customers, customer guarantees and customer commitments granted}}{\text{Total Risk}^A}$	The NPL ratio is an important variable regarding financial institutions' activity since it gives an indication of the level of risk the entities are exposed to. It calculates risks that are, in accounting terms, declared to be non-performing as a percentage of the total outstanding amount of customer credit and contingent liabilities.
Coverage ratio	$\frac{\text{Provisions to cover impairment losses on loans and advances to customers, customer guarantees and customer commitments granted}}{\text{Non-performing loans and advances to customers, customer guarantees and customer commitments granted}}$	The coverage ratio is a fundamental metric in the financial sector. It reflects the level of provisions as a percentage of the non-performing assets (credit risk). Therefore it is a good indicator of the entity's solvency against client defaults both present and future.
Cost of Credit	$\frac{\text{Loan-loss provisions over the last 12 months}}{\text{Average loans and advances to customers over the last 12 months}}$	This ratio quantifies loan-loss provisions arising from credit risk over a defined period of time for a given loan portfolio. As such, it acts as an indicator of credit quality.

A. Total risk = Total loans & advances and guarantees to customers (performing and non-performing) + non-performing contingent liabilities.

Credit risk (EUR million and %)	2019	2018	2017			
NPL ratio	3.32	%	3.73	%	4.08	%
Non-performing loans and advances to customers, customer guarantees and customer commitments granted	33,799		35,692		37,596	
Total risk	1,016,507		958,153		920,968	
Coverage ratio	68	%	67	%	65	%
Provisions to cover impairment losses on loans and advances to customers, customer guarantees and customer commitments granted	22,965		24,061		24,529	
Non-performing loans and advances to customers, customer guarantees and customer commitments granted	33,799		35,692		37,596	
Cost of credit	1.00	%	1.00	%	1.07	%
Net loan-loss provisions	9,321		8,873		9,111	
Average loans and advances to customers	935,488		887,028		853,479	

11.3.3 *Where financial data in this Base Prospectus is not extracted from the guarantor's audited financial statements, state the source of the data and state that the data is unaudited.*

Other than information extracted from the Guarantor's audited financial statements, no other information relating to the Guarantor in this Base Prospectus has been audited by PricewaterhouseCoopers Auditores, S.L.

The date of the most recent audited annual consolidated financial information of the Guarantor is 31 December 2019.

The audited consolidated and non-consolidated financial statements of the Guarantor for each of the years ended 31 December 2018 and 31 December 2019 have been filed with the Spanish securities market regulator.

11.4 *Legal and arbitration proceedings*

11.4.1 *Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the guarantor is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the guarantor and/or group's financial position or profitability, or provide an appropriate negative statement.*

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Guarantor is aware) which may have, or have had in the previous 12 months, significant effects on the Guarantor and/or the Group's financial position or profitability.

The following is a summary of certain legal proceedings affecting the Group: The Guarantor believes that it has made adequate reserves related to the costs anticipated to be incurred in connection with these and other legal proceedings and believes that liabilities related to such proceedings should not have a significant effect on the Guarantor and/or the Group's financial position or profitability.

The Guarantor's general policy is to record provisions for tax and legal proceedings in which it assesses the chances of loss to be probable and it does not record provisions when the chances of loss are possible or remote. The Guarantor determines, on a case-by-case basis, amounts to be provided as its best estimate of the expenditure required to settle the corresponding claim based, among others, on the analysis and legal opinion of internal and external counsel or by considering the historical average amount of loss of such category of lawsuits.

Wherever possible the proceedings listed below are quantified. However, in view of the inherent difficulty of predicting the outcome of contentious matters, the Bank is unable sometimes to quantify the potential loss or practical consequences if a judgment were ordered against it and accordingly no specific amount is attributed to such claims.

Tax-related litigation

At 31 March 2020 the main tax-related proceedings concerning the Group were as follows:

- Legal actions filed by Banco Santander (Brasil) S.A. and other Group entities to avoid the application of Law 9.718/98, which modifies the basis to calculate PIS and COFINS social contribution, extending it to all the entities income, and not only to the income from the provision of services. In relation of Banco Santander (Brasil) S.A. process, in May 2015 the Federal Supreme Court (FSC) admitted the extraordinary appeal filed by the Federal Union regarding PIS, and dismissed the extraordinary appeal lodged by the Brazilian Public Prosecutor's Office regarding COFINS contribution, confirming the decision of Federal Regional Court favourable to Banco Santander (Brasil) S.A. of August 2017. The appeals filed by the other entities before de Federal Supreme Court, both for PIS and CONFINS, are still pending. These claims are fully provisioned.
- Banco Santander (Brasil) S.A. and other Group companies in Brazil have appealed against the assessments issued by the Brazilian tax authorities questioning the deduction of loan losses in their income tax returns (IRPJ and CSLL) in relation to different administrative processes of various years on the ground that the requirements under the applicable legislation were not met.

The appeals are pending decision in CARF. No provision was recognised in connection with the amount considered to be a contingent liability.

- Banco Santander (Brasil) S.A. and other Group companies in Brazil are involved in administrative and legal proceedings against several municipalities that demand payment of the Service Tax on certain items of income from transactions not classified as provisions of services. There are several cases in different judicial instances. A provision was recognised in connection with the amount of the estimated loss.
- Banco Santander (Brasil) S.A. and other Group companies in Brazil are involved in administrative and legal proceedings against the tax authorities in connection with the taxation for social security purposes of certain items which are not considered to be employee remuneration. There are several cases in different judicial instances. A provision was recognised in connection with the amount of the estimated loss.
- In May 2003 the Brazilian tax authorities issued separate infringement notices against Santander Distribuidora de Títulos e Valores Mobiliários Ltda. (DTVMM, currently Santander Brasil Tecnologia S.A.) and Banco Santander (Brasil) S.A. in relation to the Provisional Tax on Financial Movements (CPMF) of the years 2000, 2001 and part of 2002. In July 2015, after the unfavourable decision of CARF, both entities appealed at Federal Justice in a single proceeding. In June 2019 this action has been dismissed, and the resolution has been appealed to the higher court. There is a provision recognised for the estimated loss.
- In December 2010 the Brazilian tax authorities issued an infringement notice against Santander Seguros S.A. (Brazil), currently Zurich Santander Brasil Seguros e Previdência S.A., as the successor by merger to ABN AMRO Brasil dois Participações S.A., in relation to income tax (IRPJ and CSLL) for 2005, questioning the tax treatment applied to a sale of shares of Real Seguros, S.A. Actually it is appealed before the CARF. As the former parent of Santander Seguros S.A. (Brazil), Banco Santander (Brasil) S.A. is liable in the event of any adverse outcome of this proceeding. No provision was recognised in connection with this proceeding as it is considered to be a contingent liability.
- In November 2014 the Brazilian tax authorities issued an infringement notice against Banco Santander (Brasil) S.A. in relation to corporate income tax (IRPJ and CSLL) for 2009 questioning the tax-deductibility of the amortisation of the goodwill of Banco ABN AMRO Real S.A. performed prior to the absorption of this bank by Banco Santander (Brasil) S.A., but accepting the amortisation performed after the merger. Actually it is appealed before the Higher Chamber of CARF. No provision was recognised in connection with this proceeding as it was considered to be a contingent liability.
- Banco Santander (Brasil) S.A. has also appealed against infringement notices issued by the tax authorities questioning the tax deductibility of the amortisation of the goodwill arising on the acquisition of Banco Comercial e de Investimento Sudameris S.A from years 2007 to 2012. No provision was recognised in connection with this matter as it was considered to be a contingent liability.
- Banco Santander (Brasil) S.A. and other companies of the Group in Brazil are undergoing administrative and judicial procedures against Brazilian tax authorities for not admitting tax compensation with credits derived from other tax concepts, not having registered a provision for such amount since it is considered to be a contingent liability.
- Banco Santander (Brasil) S.A. is involved in appeals in relation to infringement notices initiated by tax authorities regarding the offsetting of tax losses in the CSLL ('Social Contribution on Net Income') of year 2009. The appeal is pending decision in CARF. No provision was recognised in connection with this matter as it is considered to be a contingent liability.

The total amount for the aforementioned Brazil lawsuits related to tax legal obligations or with probable loss risk is approximately EUR 911 million, fully provisioned, and the total amount for tax litigation with possible loss risk is approximately EUR 3,113 million.

- Legal action brought by Sovereign Bancorp, Inc. (currently Santander Holdings USA, Inc.) claiming its right to take a foreign tax credit for taxes paid outside the United States in fiscal

years 2003 to 2005 as well as the related issuance and financing costs. On 17 July 2018, the District Court finally ruled against Santander Holdings USA, Inc. On September 5, 2019 the Federal District Court in Massachusetts entered a stipulated judgement resolving the Company's tax liability for fiscal years 2003 to 2005, which had no effect on income. The Company has agreed to resolve the treatment of the same transactions for 2006 and 2007, subject to review by the Congressional Joint Committee on Taxation and final IRS approval, with no effect on income.

- Banco Santander has appealed before European Courts the Decisions 2011/5/CE of 28 October 2009, and 2011/282/UE of 12 January 2011 of the European Commission, ruling that the deduction regulated pursuant to Article 12.5 of the Corporate Income Tax Law constituted illegal State aid. On November 2018 the General Court confirmed these Decisions but these judgements have been appealed at the Court of justice of the European Union. The dismissal of this appeal would not have effect on equity.

At the date of approval of these interim financial statements certain other less significant tax-related proceedings were also in progress.

Non-Tax-related litigation

At 31 March 2020, the main non-tax-related proceedings concerning the Group were as follows:

- Payment Protection Insurance (PPI): claims associated with the sale by Santander UK plc of payment protection insurance or PPI to its customers. As of 31 March 2020, the remaining provision for PPI redress and related costs amounted to GBP 167 million (EUR 188 million) (2019: GBP 189 million (EUR 222 million)). There was no additional provision in the first quarter of 2020.

Given the passing of the Financial Conduct Authority's deadline of 29 August 2019 for PPI complaints, the level of judgment required by management in determining appropriate assumptions has reduced. At 31 March 2020, the key assumptions in calculating the provision were around the estimated PPI penetration of August complaints.

The uphold rates are informed by historical experience and the average cost of redress can be predicted reasonably accurately given that management is dealing with a high volume and reasonably homogenous population.

Cumulative complaints from the inception of the PPI complaints process to 31 March 2020, regardless of the likelihood of Santander UK incurring a liability, were 4.4m. This includes c.313,000 that were still being reviewed. Future expected complaints were c.8,000. In addition, there are legal claims being made by Claims Management Companies challenging the FCA's industry guidance on the treatment of Plevin/recurring non-disclosure assessments.

The provision for conduct remediation recognised represents management's best estimate of Santander UK's liability in respect of mis-selling of PPI policies.

- Delforca: dispute arising from equity swaps entered into by Gaesco (now Delforca 2008, S.A.) on shares of Inmobiliaria Colonial, S.A. Banco Santander, S.A. is claiming to Delforca a total of EUR 66 million from the liquidation of the swaps. Mobiliaria Monesa, S.A. (Delforca's parent company) has commenced a civil proceeding against the Bank claiming damages which, as of date have not been determined. The proceeding has been stayed because the jurisdiction of the Court has been challenged. Within insolvency proceedings before the Commercial Court, both Delforca and Mobiliaria Monesa have instigated a claim against the Bank seeking the recovery of EUR 56.8 million that the Bank received from the liquidation of the swap. The Bank has filed a claim against Delforca seeking the Bank's recognition of its right to receive the credit. At 31 March 2020, the risk is considered remote. The Bank has not recognised any provisions in this connection.
- Former employees of Banco do Estado de São Paulo S.A., Santander Banespa, Cia. de Arrendamiento Mercantil: a claim was filed in 1998 by the association of retired Banespa employees (AFABESP) requesting the payment of a half-yearly bonus

contemplated in the by-laws of Banespa in the event that Banespa obtained a profit and that the distribution of this profit were approved by the Board of Directors. The bonus was not paid in 1994 and 1995 since Banespa had not made a profit during those years. Partial payments were made from 1996 to 2000, as approved by the Board of Directors. The relevant clause was eliminated in 2001. The Regional Labor Court and the High Employment Court ordered Santander Brasil, as successor to Banespa, to pay this half-yearly bonus for the period from 1996 to the present. On 20 March 2019, a decision from the Federal Court of Justice (Supremo Tribunal Federal, or “STF”) rejected the extraordinary appeal filed by Santander Brasil. A rescission action was brought to revert the decision in the main proceedings and suspend procedural enforcement. The external legal advisor of the Bank has classified the risk of loss as probable. The current court decision does not define a specific amount to be paid by the defendants (this would only be determined once a final decision is issued and the enforcement process has begun).

- “Planos Econômicos”: like the rest of the banking system in Brasil, Santander Brasil has been the target of customer complaints and collective civil suits stemming from legislative changes and its application to bank deposits, fundamentally ('economic plans'). At the end of 2017, there was an agreement between regulatory entities and the Brazilian Federation of Banks (Febraban), already approved by the Supremo Tribunal Federal, with the purpose of closing the lawsuits. Discussions focused on specifying the amount to be paid to each affected client according to the balance in their notebook at the time of the Plan. Finally, the total value of the payments will depend on the number of endorsements they have made and the number of savers who have demonstrated the existence of the account and its balance on the date the indexes were changed. In November 2018, the STF ordered the suspension of all economic plan processes for two years from May 2018. The provisions recorded for the economic plan processes are considered to be sufficient.
- Floor clauses (“cláusulas suelo”): in consequence of the acquisition of Banco Popular Español, S.A.U., the Group has been exposed to a material number of transactions with floor clauses. The so-called "floor clauses" or minimum clauses are those under which the borrower accepts a minimum interest rate to be paid to the lender, regardless of the applicable reference interest rate. Banco Popular Español, S.A.U. included "floor clauses" in certain asset transactions with customers. In relation to this type of clauses, and after several rulings made by the Court of Justice of the European Union and the Spanish Supreme Court, and the extrajudicial process established by the Spanish Royal Decree-Law 1/2017, of 2 January, Banco Popular Español, S.A.U. made extraordinary provisions that were updated in order to cover the effect of the potential return of the excess interest charged for the application of the floor clauses between the contract date of the corresponding mortgage loans and May 2013. The Group considered that the maximum risk associated with the floor clauses applied in its contracts with consumers, in the most severe and not probable scenario, would amount to approximately EUR 900 million, as initially measured and without considering the returns performed. For this matter, after the purchase of Banco Popular Español, S.A.U., EUR 402 million provisions have been used by the Group (EUR 238 million in 2017, EUR 119 million in 2018 and EUR 45 million in 2019) mainly for refunds as a result of the extrajudicial process mentioned above. As of 31 March 2020, the amount of the Group's provisions in relation to this matter amounts to EUR 80 million (31 December 2019: EUR 80 million).
- Banco Popular’s acquisition: considering the declaration setting out the resolution of Banco Popular Español, S.A.U., the redemption and conversion of its capital instruments and the subsequent transfer to Banco Santander, S.A. of the shares resulting from this conversion in exercise of the resolution instrument involving the sale of the institution's business, in the application accordance with the single resolution framework regulation referred to in Note 3 of the 2018 consolidated annual accounts, some investors have filed claims against the EU’s Single Resolution Board decision, the FROB’s resolution executed in accordance to the aforementioned decision, and claims have been filed and may be filed in the future against Banco

Santander, S.A. or other Santander Group companies deriving from or related to the acquisition of Banco Popular Español, S.A.U.

At this stage, it is not possible to foresee the total number of claims that could be filed by the former holders of shares and capital instruments (arising from the acquisition by investors of such shares and capital instruments of Banco Popular prior to resolution, including in particular, without limitation, the shares acquired in the context of the capital increase with pre-emptive subscription rights carried out in 2016), and their economic implications (especially considering that the decision to resolve in application of the new regulation has no precedent, and that it may be possible that future claims do not specify a specific amount, put forward new legal interpretations or involve a large number of parties).

The estimated cost of any compensation to shareholders and bondholders of Banco Popular recognised in 2017 amounted to EUR 680 million, of which EUR 535 million were applied to the commercial loyalty program. The provisions recorded are considered sufficient to cover the risks associated with the court claims currently being dealt with. However, if additional amounts have to be paid for claims already raised with an undetermined economic interest or for new claims, this could have a significant adverse effect on the Santander Group's results and financial situation.

Likewise, the Central Court of Instruction 4 is currently conducting preliminary proceedings 42/2017, in which, amongst other things, is being investigated the following: (i) the accuracy of the prospectus for the capital increase with pre-emptive subscription rights carried out by Banco Popular in 2016; And (ii) the alleged manipulation of the share price of Banco Popular until the resolution of the bank, in June 2017. During the course of these proceedings, on 15 January 2019, the Spanish National Court, applying article 130.2 of the Spanish Criminal Code, declared the Bank the successor entity to Banco Popular Español, S.A.U. (following the merger of the Bank and Banco Popular Español, S.A.U. on September 2018), and, as a result, determined that the Bank assumed the role of the party being investigated in the criminal proceeding. The decision was appealed and on 30 April 2019, the Spanish National Court ruled in favor of Banco Santander, S.A. declaring that Banco Santander, S.A. cannot inherit Banco Popular's potential criminal liability. This ruling was appealed before the Supreme Court who have rejected the appeal. In this procedure, Banco Santander has the status of possible subsidiary civil liability.

- German shares investigation: the Cologne Public Prosecution Office is conducting an investigation against the Bank, and other group entities based in UK - Santander UK plc, Abbey National Treasury Services plc and Cater Allen International Limited -, in relation to a particular type of tax dividend linked transactions known as cum-ex transactions. The Group is cooperating with the German authorities. According to the state of the investigations, the results and the effects for the Group, which may potentially include the imposition of financial penalties, cannot be anticipated. The Bank has not recognised any provisions in relation to the potential imposition of financial penalties.
- Attorneys General Investigation of auto loan securitisation transactions and fair lending practices: in October 2014, May 2015, July 2015 and February 2017, Santander Consumer USA Inc. (SC) received subpoenas and/or Civil Investigative Demands (CIDs) from the Attorneys General of the U.S. states of California, Illinois, Oregon, New Jersey, Maryland and Washington under the authority of each state's consumer protection statutes. These states serve on behalf of a group of 33 state Attorneys General. The subpoenas and CIDs contained broad requests for information and the production of documents related to SC's underwriting, securitization, the recovery efforts servicing and collection of nonprime vehicle loans. SC responded to these requests within the deadlines specified and has otherwise cooperated with the Attorneys General with respect to this matter. The provisions recorded for this investigation are considered sufficient.
- Financial Industry Regulatory Authority ("FINRA") Puerto Rico Arbitrations: as of 31 March 2020, Santander Securities LLC (SSLLC) had received 760 FINRA arbitration cases related to Puerto Rico Bonds issued by public and public related entities, as well as Puerto Rico closed-end funds (CEFs). The statements of claims

allege, among other things, fraud, negligence, breach of fiduciary duty, breach of contract, unsuitability, over-concentration of the investments and failure to supervise. There were 339 arbitration cases that remained pending as of 31 March 2020.

As a result of various legal, economic and market factors impacting or that could impact the value of Puerto Rico bonds and CEFs, it is possible that additional arbitration claims and/or increased claim amounts may be asserted against SSSLIC in future periods. The provisions recorded for these matters are considered sufficient.

- **IRPH Index:** a portion of our Spanish mortgage loan portfolio bears interest at a rate indexed to the “Índice de Referencia de Préstamos Hipotecarios” known as “IRPH” which, at the time the contracts were entered into, served as reference rate for many mortgage loan agreements in Spain and was published by the Bank of Spain. Consumers in Spain have brought lawsuits against most of the Spanish banking sector alleging that the use and related disclosures of such rate did not comply with the transparency requirements of European regulation. On 14 December 2017, the Supreme Court of Spain ruled that these clauses were valid, as the IRPH is an official rate and therefore non-subject to transparency requirements. The matter was referred to the Court of Justice of the European Union through a preliminary ruling procedure. On 3 March 2020 the CJUE rendered its decision.

The CJUE ruled that, being the IRPH a valid index, national courts are entitled to examine its use on each particular contract in order to verify whether the transparency requirements have been met. When carrying out the transparency control, national courts have to take into account all the circumstances surrounding the conclusion of the particular contract, including whether essential information relating to the calculation of that rate was easily accessible and the provision of data relating to past fluctuations of the index. Finally, with regard to the effects of nullity of an IRPH index clause, the CJUE entitles national courts to substitute it with another statutory index, thus not declaring the nullity of the whole contract.

The uncertainty regarding the effects of the CJUE judgment remain as it will be still for national courts to decide on a case by case basis whether the clause is abusive and the particular effects of such declaration. Therefore, it is not possible still to estimate the potential exposure. Currently, the balance of the relevant mortgage loans held by us equals approximately EUR 3.4 billion.

- **Banco Santander, S.A.** has been sued in a legal proceeding in which the plaintiff alleges that a contract was concluded whereby he would be entrusted with the functions of CEO of the Bank. In the complaint, the claimant mainly requests a declaratory ruling that affirms the validity and conclusion of such contract and its enforcement together with the payment of certain amounts. If the main request is not granted, the claimant seeks compensation for a total amount of approximately EUR 112 million or, an alternative relief for other minor amounts. Banco Santander, S.A. has answered to the complaint. In this answer, it is stated that the conditions to which the appointment was subject to were not met and that the contract required by law was not concluded. The proceeding is ongoing.
- **CHF Polish Mortgage Loans:** On 3 October 2019, the Court of Justice of the European Union (CJEU) rendered its decision in relation to a lawsuit against an unrelated bank in Poland, with regards to unfair contractual clauses in consumer agreements, specifically the consequences of potentially unfair contractual clauses in CHF-indexed loan agreements. The CJEU has left to Polish courts the decision on whether the whole contract can be maintained once the abusive terms have been removed, which should in turn decide whether the effects of the annulment of the contract are prejudicial to the consumer. In that case, the court may only integrate the contract with default provisions of national law and decide, in accordance with those provisions, on the applicable rate.

As at 31 March 2020, the Group has a portfolio of mortgage loans denominated in, or indexed to, CHF of approximately PLN 10,598 million (EUR 2,355 million).

In 2019 the Group (Santander Bank Polska and Santander Consumer Bank) in Poland created PLN 173 million (EUR 40.9 million) provision for CHF. This provision represents the best estimate to date given the difficulty to predict the financial impact, as, it is for national courts to decide the relevant issues.

The Bank and the other Group companies are subject to claims and, therefore, are party to certain legal proceedings incidental to the normal course of their business including those in connection with lending activities, relationships with employees and other commercial or tax matters.

With the information available to it, the Group considers that, at 31 March 2020, it had reliably estimated the obligations associated with each proceeding and had recognized, where necessary, sufficient provisions to cover reasonably any liabilities that may arise as a result of these tax and legal risks. Subject to the qualifications made, it also believes that any liability arising from such claims and proceedings will not have, overall, a material adverse effect on the Group's business, financial position or results of operations.

11.4.2 *Significant change in the guarantor's financial position: A description of any significant change in the financial position of the group which has occurred since the end of the last financial period for which either audited financial information or interim financial information have been published, or an appropriate negative statement.*

There has been no significant change in the financial position of the Santander Group since 31 March 2020 (being the date of the most recently published interim financial information of the Guarantor).

12. ADDITIONAL INFORMATION

12.1 *Share capital: The amount of the issued capital, the number and classes of the shares of which it is composed with details of their principal characteristics, the part of the issued capital still to be paid up, with an indication of the number, or total nominal value, and the type of the shares not yet fully paid up, broken down where applicable according to the extent to which they have been paid up.*

As at the date of this Base Prospectus, the Guarantor has a total share capital which is fully issued and paid up of €8,309,057,291 divided into 16,618,114,582 shares with a nominal value of €0.50. All shares are of the same class and issue with the same rights attached.

12.2 *Memorandum and articles of association: The register and the entry number therein, if applicable, and a description of the guarantor's objects and purposes and where they can be found in the memorandum and articles of association.*

The Guarantor's corporate purpose is:

- (i) the conduct of activities and operations and the provision of services of any kind which are typical of the banking business in general and which are permitted under current law; and
- (ii) the acquisition, possession, enjoyment and dispositions of all types of securities, as set out at Article 2 of the Estatutos of Banco Santander, S.A.

13. MATERIAL CONTRACTS

13.1 *A brief summary of all material contracts that are not entered into in the ordinary course of the guarantor's business, which could result in any group member being under an obligation or entitlement that is material to the guarantor's ability to meet its obligation to security holders in respect of the securities being issued.*

Not applicable.

14. DOCUMENTS AVAILABLE

14.1 *A statement that for the term of the Base Prospectus the following documents (or copies thereof), where applicable, may be inspected:*

- (a) *the up to date memorandum and articles of association of the guarantor; and*
- (b) *all reports, letters, and other documents, historical financial information, valuations and statements prepared by any expert at the guarantor's request any part of which is included or referred to in the base prospectus.*

An indication of the website on which the documents may be inspected.

For the term of the Base Prospectus, the following documents may be inspected by electronic means:

- (i) the *estatutos* (Bylaws) of the Guarantor; and
- (ii) the information incorporated by reference herein under "*Documents Incorporated by Reference*" and under "*The Description of the Guarantor – Financial Information Concerning the Guarantor's Assets and Liabilities, Financial Position and Profits and Losses*".

The documents listed in (i) and (ii) above shall be published in electronic form (pdf copies) on the website of Banco Santander (www.bancosantander.com) and/or Euronext Dublin (www.ise.ie). Each of the Final Terms shall be published in electronic form (pdf copies) on the website of Euronext Dublin (www.ise.ie).

PLAN OF DISTRIBUTION

Subject to the terms and conditions contained in a Dealer Agreement dated on or around 28 July 2020 (the "**Dealer Agreement**") between the Issuer, the Guarantor, the Arranger and the Dealers, the Notes will be offered on a continuous basis by the Issuer to the Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to other dealers. The Notes may be resold at any time, at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the Dealers. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches which are jointly and severally underwritten by two or more Dealers.

Each of the Issuer, failing whom the Guarantor, has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement may be terminated in relation to all the Dealers or any of them by the Issuer or, in relation to itself and the Issuer only, by any Dealer, at any time on giving not less than ten business days' notice.

United States of America

Regulation S Category 2, TEFRA D, unless TEFRA C is specified as applicable in the relevant Applicable Transaction Terms: Rule 144A is eligible if so specified in the relevant Applicable Transaction Terms.

Book Entry Notes shall not be offered or sold in the United States.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or the securities laws of any state or other jurisdiction of the United States, trading in the Notes and any Entitlement(s) has not been approved by the Commodity Futures Trading Commission pursuant to the United States Commodity Exchange Act of 1936, as amended and the Notes and any Entitlement(s) may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act. Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A of the Securities Act. The Notes will be subject to restrictions on resale and transfer. See "*Transfer Restrictions*".

Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations promulgated thereunder.

In connection with any Notes which are offered or sold outside the United States in reliance on an exemption from the registration requirements of the Securities Act provided under Regulation S, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except as permitted by the Programme Agreement, it will not offer, sell or deliver such Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified to the relevant Paying Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the relevant Paying Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, other than pursuant to Rule 144A and such Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto, a confirmation or other notice setting for the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act (if available).

Such Dealers as may be specified in the relevant Applicable Transaction Terms may offer and sell Notes in accordance with Rule 144A under the Securities Act ("**144A Resales**") subject to compliance with all applicable United States selling restrictions.

In connection with any such 144A resale, each such Dealer has represented, undertaken and agreed that it has taken or will take reasonable steps to ensure that the purchaser is aware that the Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States, that transfers of Notes are restricted as set forth herein and that the selling Dealer may rely upon the exemption provided by Rule 144A under the Securities Act. Please see "Transfer Restrictions".

Each Series of Notes may also be subject to such further United States selling restrictions as the Issuer and the relevant Dealer may agree and as indicated in the relevant Applicable Transaction Terms.

Selling Restrictions Addressing Additional United Kingdom Securities Laws

In relation to each Tranche of Notes, the Dealers subscribing for or purchasing such Notes have represented to and agreed with, or will represent to and agree with, the Issuer, the Guarantor and each other such Dealer (if any) that:

- (a) **No deposit-taking:** in relation to any Notes having a maturity of less than one year:
 - (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
 - (ii) it has not offered or sold and will not offer or sell any Notes other than to persons:
 - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
 - (B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the "FSMA") by the Issuer;
- (b) **Financial promotion:** it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or, in the case of the Guarantor, would not apply to the Guarantor if it was not an authorised person; and
- (c) **General compliance:** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Spain

Other than as may be provided in the Applicable Transaction Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Base Prospectus as completed by the Applicable Transaction Terms in relation thereto (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be) to the public in Spain except that the requirements to make such an offer under Regulation (EU) 2017/1129 (as amended or superseded) have been complied with. The Notes may not be offered, sold or distributed, nor may any subsequent resale of Notes be carried out in Spain without complying with all legal and regulatory requirements under Spanish securities laws.

Except for the Notes cleared through Iberclear, the Notes may not be offered, sold or distributed, nor may the Notes be re-sold to Spanish tax-resident individuals. Any Notes cleared through Iberclear may be offered, sold, distributed or made available to Spanish retail investors upon compliance with all legal and regulatory requirements under Spanish securities laws.

Prohibition of sales to EEA and UK Retail Investors

Other than as may be provided in the Applicable Transaction Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the

subject of the offering contemplated by the Base Prospectus as completed by the Applicable Transaction Terms in relation thereto to any retail investor in the European Economic Area or in the UK. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended or superseded, the "**Prospectus Regulation**"); and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Where the Applicable Transaction Terms in respect of any Notes specifies "Prohibition of Sales to EEA and UK Retail Investors" as "Not Applicable", in relation to each Member State of the EEA, which, for these purposes, includes the UK which has implemented the Prospectus Regulation (each, a "**Relevant State**"), each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Base Prospectus as completed by the Applicable Transaction Terms in relation thereto (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be) to the public in that Relevant State except that it may make an offer of such Notes to the public in that Relevant State:

- (a) **Approved prospectus**: if the Applicable Transaction Terms or Drawdown Prospectus in relation to the Notes specifies that an offer of those Notes may be made other than pursuant to Articles 1(4) and 3(2) of the Prospectus Regulation in that Relevant State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, **provided that** any such prospectus which is not a Drawdown Prospectus has subsequently been completed by the Applicable Transaction Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such applicable transaction or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) **Qualified investors**: at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (c) **Fewer than 150 offerees**: 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 Issuer for any such offer; or
- (d) **Other exempt offers**: at any time in any other circumstances falling within Articles 1(4) and 3(2) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

Principality of Andorra

The Dealer has represented and agreed, and any further Dealer appointed under the Programme will be required to represent and agree, that the Notes may only be offered, sold or distributed in the Principality of Andorra ("**Andorra**") in accordance with the requirements set forth by the laws of Andorra, in particular: Law 7/2013, 9, May, on the regime for the operating entities in the Andorran financial system and other provisions which govern the financial activities at the Principality of Andorra ("**Law 7/2013**") "*Llei 7/2013, del 9 de maig, sobre el règim jurídic de les entitats operatives del sistema financer andorrà i altres disposicions que regulen l'exercici de les activitats financeres al Principat d'Andorra*" and Law 8/2013, 9, May, on the organizational requirements and operating conditions of the operating entities in the Andorran financial system, the investor protection, the market abuse and financial securities agreements ("**Law 8/2013**") "*Llei 8/2013, del 9 de maig sobre els requisits organitzatius i les condicions de funcionament de les entitats operatives del sistema financer, la protecció de l'inversor, l'abús de mercat i els acords de garantia financera*", as well as or any other related regulations that may be in force from time to time, as further amended, supplemented or restated governing the issue, offer and sale of securities in Andorra.

Accordingly, the Notes can only be publicly offered, marketed, promoted or negotiated in Andorra by locally licensed financial entities "*entitats operatives del sistema financer andorrà*". Dealers may offer or distribute exclusively the Notes to locally licensed financial entities authorised by the Andorran Financial Authority "Autoritat Financera Andorrana" in accordance with the laws of Andorra, or sell them to Andorran professional investors, as defined in Law 8/2013, as long as the selling of such securities is expressly solicited by such investors.

Republic of Chile

The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that neither the Issuer nor the Notes have been, and will not be registered at the Chilean Financial Market Commission (*Comisión para el Mercado Financiero de Chile*) ("**CMF**") pursuant to Law No. 18,045 (*Ley de Mercado de Valores*) (the "**Securities Market Law**"), as amended, of the Republic of Chile and, accordingly, each Dealer has represented and agreed that it has not offered or sold, and will not offer or sell, any Notes within Chile or to, or for the account or benefit of persons in Chile except in circumstances which have not resulted and will not result in a public offering in Chile within the meaning of Article 4 of the Securities Market Law or if not offered pursuant to the safe-harbor contained in General Rule No. 336 issued by the CMF ("**Rule 336**").

Pursuant to Rule 336, Dealers may offer the Notes to prospective investors in Chile in accordance with the following requirements (all of which need to be satisfied by the specific offer):

- (a) The offer must comply with the obligations related to information and safeguards set forth in section III and IV of Rule 336.
- (b) The offer must not be carried out by means of Mass Media Broadcasting, as defined in Section II of Rule 336.
- (c) The offer must meet at least one of the following conditions: (i) it shall be directed to Qualified Investors as listed in numbers 1 through 6 of Section II of General Rule No. 216 issued by the CMF ("**Rule 216**"); or (ii) it shall be directed to no more than 250 Qualified Investors as listed in numbers 7 and 8 of Section II of Rule 216, through a single or several consecutive offers, within a 12 month period. For this purpose, 50 non accredited investors may be included within such 250 investors. However, this letter (c) shall not apply regarding offerings whose unit value is equal to or greater than 5,000 *Unidades de Fomento* (US\$200,000 approximately).
- (d) According to Section III of Rule 336, the Dealer shall be responsible for implementing the means and safeguards necessary to: (i) verify the identity of Qualified Investors and their status as such; and (ii) comply with the conditions, limits and amounts, as applicable, set forth in Rule 336; and evidence the compliance of the obligations established in Rule 336 upon any requirement made by the CMF.
- (e) According to Section IV of Rule 336, the Dealer must include the following highlighted disclaimer in any communication or material (whether in paper or electronic form, including without limitation the offering memorandum) in both English and Spanish.

English version

Neither the Issuer nor the Notes will be registered in the *Registro de Valores Extranjeros* (Foreign Securities Registry) maintained by the *Comisión para el Mercado Financiero de Chile* (Chilean Financial Market Commission or "CMF") and will not be subject to the supervision of the CMF. If such securities are offered within Chile, they will be offered and sold only pursuant to General Rule No. 336 of the CMF, an exemption to the registration requirements, or in circumstances which do not constitute a public offer of securities in Chile within the meaning of Article 4 of the Chilean Securities Market Law (Law No. 18,045). The commencement date of this offering is the one contained in the cover pages of this prospectus. The issuer has no obligation to deliver public information in Chile. These Notes shall not be subject to public offering in Chile unless registered in the Foreign Securities Registry.

Spanish version

El Emisor y los valores (*Notes*) no serán registrados en el Registro de Valores Extranjeros de la Comisión para el Mercado Financiero de Chile o "CMF" y no están sujetos a la fiscalización de la CMF. Si dichos valores son ofrecidos dentro de Chile, serán ofrecidos y colocados sólo de acuerdo a la Norma de Carácter General N° 336 de la CMF, una excepción a la obligación de registro, o en circunstancias que no constituyan una oferta pública de valores en Chile según lo definido por el artículo 4 de la Ley N° 18.045 de Mercado de Valores de Chile. La fecha de inicio de la presente oferta es la indicada en la portada de este prospecto. El emisor no está obligado a entregar información pública en Chile. Los valores no podrán ser objeto de oferta pública mientras no sean inscritos en el Registro de Valores Extranjeros de la CMF.

As a result of the above restrictions, Purchasers of Notes in Chile are advised to consult legal counsel prior to making any Purchase, Offer, Sale, Resale or other Transfer of such Notes.

Colombia

The Dealer has represented and agreed, and each further Dealer appointed under the Programme will represent and agree, that the Notes have not and will not be marketed, offered, sold or distributed in Colombia or to Colombian residents except in circumstances which do not constitute a public offer of securities in Colombia within the meaning of article 6.1.1.1.1 of Decree 2555 of 2010 as amended from time to time. Any offer of the Notes in Colombia will be addressed to less than one hundred specifically identified investors. The material in this Base Prospectus is for the sole and exclusive use of the addressee as a determined individual/entity and cannot be understood as addressed for the use of any third party, including any of such party's shareholders, administrators or employees, or by any other third party resident in Colombia. The information contained in this Base Prospectus is provided for illustrative purposes only and no representation or warranty is made as to the accuracy or completeness of the information contained herein. Accordingly, Notes will not be publicly offered, marketed or negotiated in Colombia through promotional or advertisement activities (as defined under Colombian law) except in compliance with the requirements of the Colombian Financial and Securities Market Regulation (Decree 2555 of 2010, Law 964 of 2005 and Organic Statute of the Financial System) as amended and restated, and decrees and regulations made thereunder. The Dealer has acknowledged that the Notes listed in the Base Prospectus have not been registered in the National Securities and Issuers Registry (*Registro Nacional de Valores y Emisores*) of the Colombian Financial Superintendence (*Superintendencia Financiera de Colombia*) or with any Colombian securities exchange or trading system, and therefore it is not intended for any public offer of the Notes in Colombia.

Investors acknowledge the Colombian laws and regulations (specifically foreign exchange and tax regulations) applicable to any transaction or investment consummated in connection with this Base Prospectus and represent that they are the sole liable party for full compliance with any such laws and regulations.

Investors represent that investment in the Notes is a permitted investment for them under their corporate bylaws and/or particular investment regime that may be applicable.

France

Each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that: it undertakes to comply with applicable French laws and regulations in force regarding the offer, the placement or the sale of the Notes and the distribution in France of the Base Prospectus or any other offering material relating to the Notes.

Germany

The Dealer has represented and agreed, and any further Dealer appointed under the Programme will be required to represent and agree, that the Notes have not been and will not be offered, sold or publicly promoted or advertised by it in the Federal Republic of Germany other than in compliance with the Prospectus Regulation, the German Securities Prospectus Act (*Wertpapierprospektgesetz*), as amended, or any other laws applicable in the Federal Republic of Germany governing the issue, offering, sale and distribution of securities.

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes, except for Notes which are a **"structured product"** as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the **"SFO"**), other than: (i) to **"professional investors"** as defined in the SFO and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a **"prospectus"** as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the **"C(WUMP)O"**) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to **"professional investors"** as defined in the SFO and any rules made under the SFO.

Ireland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will represent and agree, that:

- (a) it has not and will not underwrite the issue of, or place the Notes, otherwise than in conformity with the provisions of the European Communities (Markets in Financial Instruments) Regulations 2017 (as amended) (the **"MiFID II Regulations"**) or any codes of conduct issued in connection therewith, and the provisions of the Investor Compensation Act 1998 (as amended);
- (b) it has not and will not underwrite the issue of, or place the Notes, otherwise than in conformity with the provisions of the Central Bank Acts 1942 to 2018 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989 (as amended);
- (c) it has not and will not underwrite the issue of, or place, or do anything in Ireland in respect of the Notes otherwise than in conformity with the provisions of Regulation (EU) 2017/1129/EU–Prospectus Regulation (PD3), the European Union (Prospectus) Regulations 2019 (S.I. No. 380/2019), and any rules and guidelines issued under Section 1363 of the Companies Act 2014 by the Central Bank of Ireland (the **"Central Bank"**);
- (d) it will not underwrite the issue of, place or otherwise act in Ireland in respect of the Notes otherwise than in conformity with the provisions of the Market Abuse Regulations (EU 596/2014) (**"MAR"**), the Market Abuse Directive on criminal sanctions for market abuse (Directive 2014/57/EU or CSMAD or MAD II), the European Union (Market Abuse) Regulations 2016, as amended (**"2016 Regulations"**) and any rules and guidelines issued under Section 1370 of the Companies Act 2014 by the Central Bank; and
- (e) no Notes will be offered or sold with a maturity of less than twelve months except in full compliance with Central Bank Notice BSD C 01/02 (as may be amended, replaced or updated from time to time), and will assist the Issuer in complying with its obligations thereunder.

Republic of Italy

Unless specified in the relevant Final Terms that a non-exempt offer may be made in Italy, the offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of the Base Prospectus (including the applicable Final Terms) or of any other document relating to the Notes be distributed in the Republic of Italy, except:

- (i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of Regulation (EU) No. 1129 of 14 June 2017 (the **Prospectus Regulation**) and any applicable provision of Legislative Decree No. 58 of 24 February 1998, as amended (the **Financial Services Act**) and Italian CONSOB regulations; or
- (ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-ter of CONSOB Regulation No 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

Any offer, sale or delivery of the Notes or distribution of copies of the Base Prospectus (including the applicable Final Terms) or any other document relating to the Notes in the Republic of Italy under (i) or (ii) above must:

- (a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Banking Act**); and
- (b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Please note that in accordance with Article 100-bis of the Financial Services Act, to the extent it is applicable where no exemption from the rules on public offerings applies under (i) and (ii) above, Notes which are initially offered and placed in Italy or abroad to qualified investors only but in the following year are regularly (sistematicamente) distributed on the secondary market in Italy become subject to the public offer and the prospectus requirement rules provided under the Financial Services Act and Regulation No. 11971. Failure to comply with such rules may result in the sale of such Notes being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended; the "**FIEA**") and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Law No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Korea

The Notes have not been and will not be registered with the Financial Services Commission of Korea for public offering in Korea under the Financial Investment Services and Capital Markets Act (the "**FSCMA**"). The Notes may not be offered, sold or delivered, directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea, as defined in the Foreign Exchange Transaction Law (the "**FETL**") except pursuant to the applicable laws and regulations of Korea, including the FSCMA and the FETL and the decrees and regulations thereunder. Where the Notes are derivative-linked securities for the purpose of the FSCMA, the Notes do not satisfy the eligibility requirements to be issued in Korea or to any resident of Korea in reliance of the exemption from the licensing requirements for the issuance of the derivative-linked securities under the FSCMA and, accordingly, the Notes may not be offered, sold or delivered, directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea.

Peru

The Notes and the information contained in this offering memorandum has not been and will not be registered or approved by the Peruvian Securities Market Superintendency (*Superintendencia del Mercado de Valores*) or "SMV" and by the Lima Stock Exchange (*Bolsa de Valores de Lima*) or "BVL". Accordingly, the Notes cannot be offered or sold in Peru, except if (i) the Notes were previously registered with the SMV, or (ii) such offering is considered a private offering under the securities laws and regulations of Peru. The Peruvian securities laws provides, among other things, that an offer directed exclusively to institutional investors (as defined by Peruvian law) qualifies as a private offering. In making and investment decision, institutional investors (as defined by Peruvian law) must rely in their own examination of the terms of the offering of the Notes to determine their ability to invest in the Notes. No offer or invitation to subscribe for or sell the Notes or beneficial interests therein can be made in the Republic of Peru, except in compliance with the securities laws thereof.

Poland

The Base Prospectus has not been subject to the approval of the Polish Financial Supervisory Authority or any other competent Polish authority. Accordingly, Notes cannot be offered or sold in the Republic of Poland ("**Poland**") by way of a Public Offer (as defined below), unless (i) such Public Offer is exempted from the obligation to produce a prospectus provided under the 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, and repealing Directive 2003/71/EC (the "**2017 Prospectus Regulation**"), or (ii) the Base Prospectus is passported to Poland and duly published. In each case, Notes cannot be offered or sold in Poland unless it is done in compliance with the 2017 Prospectus Regulation, the Act on Public Offering and on the Conditions Governing the Introduction of Financial Instruments to an Organised Trading System and Public Companies dated 29 July 2005 (as amended) and any other applicable laws and regulations enacted under these acts or in substitution thereof from time to time.

For the purpose of this provision, the term "Public Offer" means an 'offer of securities to the public' as defined in the 2017 Prospectus Regulation, ie a communication to persons in any form and by any means, presenting sufficient information on the terms of the offer and the securities to be offered, so as to enable an investor to decide to purchase or subscribe for those securities.

Each Dealer acknowledges and each further Dealer appointed under the Programme will be required to acknowledge that the sale to or acquisition and holding of the Notes by residents of Poland may be subject to additional requirements and restrictions imposed by Polish law, beyond the restrictions and requirements provided by generally applicable provisions of European Union law, including under foreign exchange regulations.

Portuguese Republic

In relation to the Notes, each Dealer has represented and agreed with the Issuer, and each further Dealer appointed under the Programme will be required to represent and agree, that regarding any public or private offer or sale of Notes by it in Portugal or to individuals or entities resident in Portugal or having a permanent establishment located in the Portuguese territory (or to whom Portuguese laws and regulations applicable to the placement of financial instruments otherwise apply), it will comply with all laws and regulations in force in Portugal, including (without limitation) the Portuguese Securities Code (*Código dos Valores Mobiliários*), enacted by Decree Law no. 486/99 of November 13, any regulations issued by the Portuguese Securities Market Commission (*Comissão do Mercado de Valores Mobiliários*) ("**CMVM**") and the Prospectus Regulation and any regulation amending or supplementing the above and other than in compliance with all such laws and regulations: (i) it has not directly or indirectly taken any action or offered, advertised, marketed, invited to subscribe, gathered investment intentions, sold or delivered and will not directly or indirectly take any action, offer, advertise, market, invite to subscribe, gather investment intentions, sell, re-sell, re-offer or deliver any Notes in circumstances which could qualify as an offer to the public (*oferta pública*) of securities pursuant to the Portuguese Securities Code (or to any legislation which may replace it or complement it in this respect from time to time), and other applicable securities legislation and regulations, notably in circumstances which could qualify as an offer to the public addressed to individuals or entities resident in Portuguese territory or having permanent establishment located in Portugal, as the case may be; (ii) all offers, sales and distributions by it of the Notes have been and will only be made in Portugal in circumstances that, pursuant to the Portuguese Securities Code (or to any legislation which may replace it or complement it in this respect from time to time), qualify as a private placement of Notes only (*oferta particular*); and (iii) it has not distributed, made available or caused to be distributed and will not distribute, make available or cause to be distributed the Base Prospectus or any other offering material relating to the Notes to the public in Portugal. Furthermore, (a) if the Notes are subject to a private placement addressed (i) exclusively to professional

investors (*investidores profissionais*), as defined, from time to time, in the relevant provisions of the Portuguese Securities Code (or any legislation which may replace it or complement it in this respect from time to time) or to (ii) less than 150 non-qualified investors such private placement will be considered as a private placement of securities pursuant to the Portuguese Securities Code (or to any legislation which may replace it or complement it in this respect from time to time); (b) private placements addressed by companies open to public investment (*sociedades abertas*) or by issuers of securities listed on a regulated market shall be notified to the CMVM for statistical purposes.

Switzerland

This Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in any Notes. Neither this Base Prospectus, any Final Terms nor any other offering or marketing material relating to the Notes constitutes a prospectus compliant with the requirements of article 109 of the Swiss Financial Services Ordinance ("**FinSO**") and article 652a or article 1156 of the Swiss Code of Obligations (as such articles were in effect immediately prior to the entry into effect of the Swiss Financial Services Act ("**FinSA**") or pursuant to the FinSA for a public offering of the Notes in Switzerland and no such prospectus has been or will be prepared for or in connection with the offering of the Notes in Switzerland. Neither this Base Prospectus, any Final Terms nor any other offering or marketing material relating to the Notes have been or will be filed with or approved by a Swiss review body (*Prüfstelle*). No application has been or shall be made to admit the Notes to trading on any trading venue (SIX Swiss Exchange or on any other exchange or any multilateral trading facility) in Switzerland. Neither this Base Prospectus, any Final Terms nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the FinSA except (i) in any circumstances falling within the exemptions to prepare a prospectus listed in article 36 para. 1 FinSA or (ii) where such offer does not qualify as a public offer in Switzerland, provided always that no offer of Notes shall require the Issuer or any offeror to publish a prospectus pursuant to article 35 FinSA in respect to such offer and that such offer shall comply with the additional restrictions set out below (if applicable). **The Issuer has not authorised and does not authorise any offer of Notes which would require the Issuer or any offeror to publish a prospectus pursuant to article 35 FinSA in respect of such offer.** For purposes of this provision "*public offer*" shall have the meaning as such term is understood pursuant to article 3 lit. g and h FinSA and the implementing FinSO.

The Notes do not constitute participations in a collective investment scheme within the meaning of the Swiss Collective Investment Schemes Act (the "**CISA**"). Therefore, the Notes are not subject to the approval of, or supervision by, FINMA, and investors in the Notes will not benefit from protection under the CISA or supervision by FINMA.

Prohibition of Offer to Private Clients in Switzerland

No Key Information Document pursuant to article 58 FinSA (*Basisinformationsblatt für Finanzinstrumente*), equivalent document pursuant to foreign law pursuant to article 59 para. 2 FinSA or simplified prospectus based on the transitory provision of article 111 FinSO has been or will be prepared in relation to the Notes. Therefore the additional restrictions set out below apply:

- (a) If Notes qualify as "*structured products*" pursuant to the FinSA the following additional restriction applies: The Notes may not be offered, and neither this Base Prospectus, any Final Terms or any other offering or marketing material relating to the Notes may be made available, to any Private Client in Switzerland ("**Prohibition of Offer to Private Clients in Switzerland**").
- (b) If Notes qualify as "*debt securities with a derivative character*" pursuant to article 86 para. 2 FinSO the Prohibition of Offer to Private Clients in Switzerland will apply upon expiry of the transitory period pursuant to article 111 FinSO on 1 January 2022.

For purposes of this provision "*Private Client*" means a person who is not one (or more) of the following:

- (a) a professional client as defined in article 4 para. 3 FinSA (not having opted-in on the basis of article 5 para. 5 FinSA) or article 5 para. 1 FinSA; or
- (b) an institutional client as defined in article 4 para. 4 FinSA; or
- (c) a private client according to article 58 para. 2 FinSA.

"offer" means an offer as defined in article 58 FinSA.

Restrictions in relation to indirect offering of collective investment schemes

If the offering of Notes in Switzerland qualifies as an indirect offering of collective investment schemes pursuant to CISA, e.g. if more than one third of the value of the Notes is derived from a particular collective investment scheme in the sense of CISA, the following additional restriction applies: Such Note may only be offered in Switzerland to Qualified Investors. For purposes of this provision "*Qualified Investors*" shall have the meaning as such term is defined in article 10 para. 3 and 3^{ter} CISA but not including high net worth clients in the sense of article 5 para. 1 FinSA.

Taiwan

Unless the offer of the Notes has been and will be registered with the Financial Supervisory Commission or other regulatory authorities or agencies of Taiwan, the Republic of China pursuant to relevant securities laws and regulations, the Notes may not be sold, issued or offered within Taiwan, the Republic of China through a public offering or in a circumstance which constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan, the Republic of China that requires a registration or approval of the Financial Supervisory Commission or other regulatory authorities or agencies of Taiwan, the Republic of China. No person or entity in Taiwan, the Republic of China has been authorised to offer, sell, give advice regarding or otherwise intermediate the offering and sale of any Notes in Taiwan, the Republic of China.

People's Republic of China

The Notes may not be offered, sold or delivered, or offered or sold or delivered to any person for reoffering or resale or redelivery, in any such case directly or indirectly, in the People's Republic of China (excluding Hong Kong, Macau and Taiwan, the "**PRC**") in contravention of any applicable laws.

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in the PRC to any person to whom it is unlawful to make the offer or solicitation in the PRC.

The Issuer does not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in the PRC, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, it is not the Issuer's intention and no action has been taken by the Issuer which would permit a public offering of any Notes or distribution of this document in the PRC. Accordingly, the Notes are not being offered or sold within the PRC by means of this Base Prospectus or any other document. Neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in the PRC, except under circumstances that will result in compliance with any applicable laws and regulations.

Singapore

Each Dealer has acknowledged, and each further Dealer to be appointed under the Programme will be required to acknowledge that this Base Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Notes may not be offered or sold or made the subject of an invitation for subscription or purchase nor may this Base Prospectus or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Notes be circulated or distributed, whether directly or indirectly, to any person in Singapore other than:

- (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to (in the case of securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA)) Section 274 of the SFA or (in the case of units of a collective investment scheme) Section 304 of the SFA;
- (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or
- (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law;
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments)(Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Certain Restrictions applicable to Notes issued in Singapore dollars:

Notes denominated in Singapore dollars and issued to persons in Singapore by a person carrying on a deposit-taking business (whether in Singapore or elsewhere) with a maturity period of less than 12 months and a denomination of less than S\$200,000 would be treated as deposits for the purposes of the Banking Act, Chapter 19 of Singapore (the "**Singapore Banking Act**"), unless the Notes are issued to certain persons, including either:

- (a) an individual whose total net personal assets exceed in value S\$2 million (or equivalent in foreign currency) at the time of the payment, whose financial assets (net of any related liabilities) exceed in value S\$1 million (or equivalent in foreign currency) at the time of payment, or whose income in the preceding 12 months is not less than S\$300,000 (or equivalent in foreign currency) at the time of the payment; or
- (b) a company whose net assets (as determined by the last audited-balance sheet of the company) exceeds S\$10 million (or equivalent in foreign currency) at the time of subscription.

In determining the value of an individual's total net personal assets for the purposes of paragraph (a) above, the value of the individual's primary residence is taken to be the lower of the following:

- (c) the value calculated by deducting any outstanding amounts in respect of any credit facility that is secured by the residence from the estimated fair market value of the residence; and
- (d) S\$1 million.

In addition, even where Notes issued in Singapore dollars with a denomination of less than S\$200,000 are not treated as deposits for the purposes of the Singapore Banking Act, certain additional information is required to be furnished to investors in Singapore by an issuer which is carrying on a deposit-taking business. In such case, please refer to the Applicable Transaction Terms for such further information.

General

Each Dealer has represented, warranted and agreed, that to the best of its knowledge and belief, it has complied, and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes such offering material, in all cases at its own expense.

Other persons into whose hands this Base Prospectus or any Applicable Transaction Terms comes are required by the Issuer, the Guarantor and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, or distribute this Base Prospectus or any Applicable Transaction Terms or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "*General*" above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in the applicable Pricing Supplement (in the case of a supplement or modification relevant only to a particular Tranche of Notes which are Exempt Notes) or in a supplement to this Base Prospectus.

TAXATION AND DISCLOSURE OF INFORMATION IN CONNECTION WITH PAYMENTS

Tax legislation, including in the country where the investor is domiciled or tax resident and in the Issuer's country of incorporation, may have an impact on the income that an investor receives from the Notes.

The information provided below does not purport to be a complete summary of tax law and practice currently applicable in Spain, Andorra, France, Ireland, Italy, Germany, Peru, Poland, Singapore and Switzerland and is subject to any changes in law and the interpretation and application thereof, which could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of the Notes, and does not purport to deal with the tax consequences applicable to all categories of investors, some of whom (such as dealers in securities) may be subject to special rules. Prospective investors who are in any doubts as to their position should consult with their own professional advisers.

Taxation in Spain

The following is a general description of certain Spanish tax considerations and it is based on the laws presently in force in Spain (without prejudice of regional tax regimes in the Historical Territories of the Basque Country and the Community of Navarre or provisions passed by Autonomous Communities which may apply to investors for certain taxes). The information provided below does not purport to be a complete summary of tax law and practice currently applicable in Spain and is subject to any changes in law and the interpretation and application thereof, which could be made with retroactive effect.

Introduction

This information has been prepared in accordance with the following Spanish tax legislation in force at the date of this Base Prospectus:

- (a) of general application, Additional Provision One of Law 10/2014, of 26 June 2014 on the ordination, supervision and solvency of credit institutions, as well as Royal Decree 1065/2007 ("**Royal Decree 1065/2007**"), of 27 July 2007, as amended by Royal Decree 1145/2011, of 29 July 2011;
- (b) for individuals resident for tax purposes in Spain which are subject to the Personal Income Tax ("**PIT**"), Law 35/2006 of 28 November, on the PIT and on the Partial Amendment of the Corporate Income Tax Law, the Non-Residents Income Tax Law and the Net Wealth Tax Law, and Royal Decree 439/2007 of 30 March promulgating the PIT Regulations, along with Law 19/1991, of 6 June, on Wealth Tax, as amended, and Law 29/1987, of 18 December on the Inheritance and Gift Tax;
- (c) for legal entities resident for tax purposes in Spain which are Corporate Income Tax ("**Corporate Income Tax**" or "**CIT**") taxpayers, Law 27/2014, of 27 November 2014, on the Corporate Income Tax, as amended from time to time, and Royal Decree 634/2015, of 10 July 2015, promulgating the Corporate Income Tax Regulations, as amended from time to time (the "**Corporate Income Tax Regulations**"); and
- (d) for individuals and legal entities who are not resident for tax purposes in Spain and are Non-Resident Income Tax ("**Non-Resident Income Tax**") taxpayers, Royal Legislative Decree 5/2004, of 5 March 2004, promulgating the Consolidated Text of the Non-Resident Income Tax Law, as amended from time to time, and Royal Decree 1776/2004, of 30 July 2004, promulgating the Non-Resident Income Tax Regulations, as amended from time to time, along with Law 19/1991, of 6 June 1991, on Wealth Tax, as amended from time to time and Law 29/1987, of 18 December 1987, on Inheritance and Gift Tax, as amended from time to time.

Indirect Taxation

Whatever the nature and residence of the holder of a beneficial interest in the Notes (each, a "**Beneficial Owner**"), the acquisition and transfer of the Notes will be exempt from indirect taxes in Spain, for example exempt from transfer tax and stamp duty, in accordance with the consolidated text of such tax promulgated by Royal Legislative Decree 1/1993, of 24 September 1993, and exempt from value added tax, in accordance with Law 37/1992, of 28 December 1992, regulating such tax, as amended from time to time.

1. **Individuals with Tax Residence in Spain**

1.1 **Personal Income Tax (*Impuesto sobre la Renta de las Personas Físicas*)**

Spanish individuals ("*personas físicas*") with tax residency in Spain (each a "**Spanish Individual**") are subject to PIT on a worldwide basis. Accordingly, income obtained from the Notes will be taxed in Spain when obtained by persons that are considered resident in Spain for tax purposes. The fact that a Spanish company pays interest or guarantees payments under a Note will not lead an individual or entity to be considered tax-resident in Spain.

Both interest payments periodically received and income derived from the transfer, redemption or exchange of the Notes constitute a return on investment obtained from the transfer of a person's own capital to third parties in accordance with the provisions of Section 25 of the PIT Law, and therefore must be included in the investor's PIT savings taxable base pursuant to the provisions of the aforementioned law and taxed at a flat rate of 19 per cent. on the first €6,000, 21 per cent. for taxable income between €6,001 and €50,000, and 23 per cent. for taxable income exceeding €50,000.

According to Article 44.4 of the Royal Decree 1065/2007, in relation to withholding taxes, the Spanish Issuer would be obliged to withhold taxes in Spain on any interest paid under the Book-Entry Notes to PIT payers.

In that sense, in the case of Book-Entry Notes, other than Implicit Yield Notes with a duration of more than 12 months, the information procedures set out in Royal Decree 1065/2007 would need to be complied with.

In addition, with respect to Implicit Yield Notes, the information procedures set out in the PIT regulations would also need to be observed.

For that reason, in the case of Implicit Yield Notes, the Issuer will proceed to reimburse them provided that the holder thereof accredits their prior acquisition and the corresponding acquisition price by means of the legally required certificate that has been issued by a Spanish financial institution or established in Spain. In accordance with the legislation currently in force, in case of failure to provide such certificate, the Issuer will not proceed to pay to the holder the reimbursement thereof.

1.2 **Net Wealth Tax (*Impuesto sobre el Patrimonio*)**

Net Wealth Tax may be levied in Spain on resident individuals, on a worldwide basis. In particular, individuals with tax residency in Spain are subject to Net Wealth Tax to the extent that their net worth exceeds €700,000. Therefore, they should take into account the value of the Notes which they hold as at 31 December each year, the applicable rates ranging between 0.2 per cent. and 2.5 per cent.

Law 4/2008, of 23 December introduced a 100% relief (*bonificación del 100%*) on the Net Wealth Tax. However, for the years 2011 to 2020 the Spanish Central Government has repealed the 100% relief of this tax.

However, in accordance with Second section of Article 1 of the Royal Decree 13/2011, of 16 September as amended by Royal Decree-Law 18/2019 of 27 December 2019, from the year 2021, a full exemption on Net Wealth Tax (*bonificación del 100%*) should apply and therefore from year 2021 Spanish individual Holders should be released from formal and filing obligations in relation to this Net Wealth Tax, unless the derogation of the exemptions is extended again (which cannot be ruled out).

The collection of this tax depends on the regulations of each Autonomous Region. Therefore, in the case that the repeal 100% relief is extended again, investors should consult their tax advisers according to the particulars of their situation.

1.3 **Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)**

Individuals resident in Spain for tax purposes who acquire ownership or other rights over any Notes by inheritance, gift or legacy will be subject to the Spanish Inheritance and Gift Tax in accordance with the applicable Spanish regional and State rules. The applicable effective tax rates currently range between 0 per cent. and 81.6 per cent. depending on relevant factors.

2. **Legal Entities with Tax Residency in Spain**

2.1 **Corporate Income Tax (*Impuesto sobre Sociedades*)**

Both interest received periodically and income deriving from the transfer, redemption or repayment of the Notes are subject to Corporate Income Tax (at the current general rate of 25%) in accordance with the rules for this tax. This general rate will not be applicable to all Corporate Income Tax taxpayers and, for instance, it will not apply to banking institutions (which will be taxed at the rate of 30%). Special rates apply in respect of certain types of entities (such as qualifying collective investment institutions).

In accordance with Sections 4 and 5 of Article 44 of Royal Decree 1065/2007, there is no obligation to withhold on interest payable under the Notes issued in accordance with the Law 10/2014 and on the reimbursement of the Implicit Yield Notes with a duration of equal to or less than 12 months to Spanish CIT taxpayers (which for the sake of clarity, include Spanish tax resident investment funds and Spanish tax resident pension funds). Consequently, the Issuer will not withhold on interest payments from the Notes or on the reimbursement of Implicit Yield Notes to Spanish CIT taxpayers provided that the relevant information about the Notes is duly submitted.

According to Article 61.q) of the Corporate Income Tax Regulations, the Spanish Issuer would not be obliged to withhold taxes in Spain on any interest paid under the Implicit Yield Notes with a duration of more than 12 months, other than Bearer Notes and Registered Notes, to Spanish CIT taxpayers provided that such Implicit Yield Notes would be issued in book entry form and admitted to trading on an official secondary securities market or in the Alternative Fixed Income Market in Spain. In addition, according to Article 61.s) of the Corporate Income Tax Regulations, the Spanish Issuer would not be obliged to withhold taxes in Spain on any interest paid under the Implicit Yield Notes with a duration of more than 12 months, other than Book-Entry Notes, to Spanish CIT taxpayers provided that such Implicit Yield Notes would be listed and admitted to trading on an official securities market in an OECD country.

Likewise, in relation to the Implicit Yield Notes referred in the two preceding paragraphs, the information procedures set out in the CIT regulations would also need to be observed. In this respect, it is necessary to distinguish the procedure to be followed in the case of Notes issued in accordance with the Law 10/2014 or Implicit Yield Notes with a duration equal to or less than 12 months, from the procedure applicable to the Implicit Yield Notes with a duration of more than 12 months.

In the case of Implicit Yield Notes including, but not limited to, Zero Coupon Notes, with a duration of more than 12 months, the Issuer will proceed to reimburse them provided that the holder thereof accredits their prior acquisition and the corresponding acquisition price by means of the legally required certificate that has been issued by a Spanish financial institution or established in Spain. In accordance with the legislation currently in force, in case of failure to provide such certificate, the Issuer will not proceed to pay to the holder the reimbursement thereof.

In the case of Notes held by Spanish resident entities and deposited with a Spanish resident entity acting as depositary or custodian, payments of interest under the Notes may be subject to withholding tax at the generally applicable rate of 19%, if the Notes do not comply with applicable exemption requirements including those specified in the Reply to the Consultation of the Directorate General for Taxation (*Dirección General de Tributos*) dated 27 July 2004 in which case the required withholding will be made by the depositary or custodian.

Notwithstanding the above, amounts withheld, if any, may be credited by the relevant investors against their final CIT liability.

2.2 **Wealth Tax (*Impuesto sobre el Patrimonio*)**

Spanish resident legal entities are not subject to Wealth Tax.

2.3 **Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)**

Legal entities with tax residency in Spain which acquire ownership or other rights over the Notes by inheritance, gift or legacy are not subject to Inheritance and Gift Tax and must include the market value of the Notes in their taxable income for Corporate Income Tax purposes.

3. **Individuals and Legal Entities with no Tax Residency in Spain**

3.1 **Non-Resident Income Tax (*Impuesto sobre la Renta de No Residentes*)**

(a) *Non-Spanish resident investors acting through a permanent establishment in Spain*

Ownership of the Notes by investors who are not resident for tax purposes in Spain will not in itself create the existence of a permanent establishment in Spain.

If the Notes form part of the assets of a permanent establishment in Spain of a person or legal entity who is not resident in Spain for tax purposes, the tax rules applicable to income deriving from such Notes are the same as those for Spanish Corporate Income Tax taxpayers.

In the same way, the reimbursement of Implicit Yield Notes with a duration of more than 12 months will follow the same procedure as those for Spanish Corporate Income Tax taxpayers.

(b) *Non-Spanish resident investors not acting through a permanent establishment in Spain*

Both interest payments received periodically and income deriving from the transfer, redemption or repayment of the Notes issued in accordance with the Law 10/2014 and Implicit Yield Notes with a duration equal to or less than 12 months, obtained by individuals or entities who have no tax residency in Spain, and which are Non-Resident Income Tax taxpayers with no permanent establishment in Spain, are exempt from such Non-Resident Income Tax on the same terms laid down for income from public debt provided that the relevant information about such Notes is duly submitted to the Issuer.

In the case of Implicit Yield Notes with a duration of more than 12 months, the Spanish Issuer would not be obliged to withhold taxes in Spain to Non-Resident Income Tax taxpayers if the holder provides the Issuer with a certificate of tax residence issued by the tax authorities of the relevant country.

To make the above exemptions effective, it will be necessary to comply with the information provision obligations described below. For these purposes, it is necessary to distinguish the procedure to be followed in the case of Notes issued in accordance with Law 10/2014 or Implicit Yield Notes with a duration equal to or less than 12 months, from the procedure applicable to Implicit Yield Notes with a duration of more than 12 months.

3.2 **Wealth Tax (*Impuesto sobre el Patrimonio*)**

Individuals resident in a country with which Spain has entered into a double tax treaty in relation to the Wealth Tax would generally not be subject to such tax. Otherwise, non-Spanish resident individuals whose properties and rights located in Spain, or that can be exercised within the Spanish territory exceed EUR 700,000 would be subject to Wealth Tax in tax year 2020, the applicable rates ranging between 0.2% and 2.5%.

However, non-Spanish resident individuals will be exempt from Wealth Tax in respect of the Notes which income is exempt from Non-Resident Income Tax as described above.

If the exemptions outlined do not apply, individuals who are not resident in Spain for tax purposes and who are residents in an European Union or European Economic Member State may apply the rules approved by the Spanish region where the assets and rights with more value: (i) are located; (ii) can be exercised; or (iii) must be fulfilled.

In accordance with the Second section of Article 1 of the Royal Decree 13/2011, of 16 September, as amended by Royal Decree-Law, 18/2019, a full exemption on Wealth Tax will apply in 2021 unless such exemption is revoked.

Non-Spanish resident legal entities are not subject to Wealth Tax.

3.3 **Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)**

Individuals who do not have tax residency in Spain who acquire ownership or other rights over the Notes by inheritance, gift or legacy, and who reside in a country with which Spain has entered into a double tax treaty in relation to Inheritance and Gift Tax will be subject to the relevant double tax treaty.

If the provisions of the foregoing paragraph do not apply, such individuals will be subject to Inheritance and Gift Tax in accordance with Spanish regional and state legislation (European Union or European Economic individuals not resident in Spain for tax purposes may apply the regional rules).

Non-Spanish resident legal entities which acquire ownership or other rights over the Notes by inheritance, gift or legacy are not subject to Inheritance and Gift Tax. They will be subject to Non-Resident Income Tax. If the legal entity is resident in a country with which Spain has entered into a double tax treaty, the provisions of such treaty will apply. In general, double tax treaties provide for the taxation of this type of income in the country of residence of the beneficiary.

4. **Obligation to inform the Spanish tax authorities of the ownership of the Notes**

With effect as from 1 January 2013, Law 7/2012, of 29 October, as implemented by Royal Decree 1558/2012, of 15 November, introduced new annual reporting obligations applicable to Spanish residents (i.e. individuals, legal entities, permanent establishments in Spain of non-resident entities) in relation to certain foreign assets or rights.

Consequently, if the Notes are deposited with or placed in the custody of a non-Spanish entity, holders resident in Spain will be obliged, if certain thresholds are met as described below, to declare before the Spanish tax authorities, between 1 January and 31 March every year, the ownership of the Notes held on 31 December of the immediately preceding year (e.g. to declare between 1 January 2021 and 31 March 2021 the Notes held on 31 December 2020).

This obligation would only need to be complied with if certain thresholds are met: specifically, if the only rights/assets held abroad are the Notes, this obligation would only apply if the value of the Notes together with other qualifying assets held on 31 December exceeds €50,000 (with the corresponding valuation to be made in accordance with Wealth Tax rules). If this threshold is met, a declaration would only be required in subsequent years if the value of the Notes together with other qualifying assets increases by more than €20,000 as against the declaration made previously. Similarly, cancellation or extinguishment of the ownership of the Notes before 31 December should be declared if such ownership was reported in previous declarations.

5. **Information about the Notes in Connection with Payments**

5.1 **Notes issued in accordance with Law 10/2014 or Implicit Yield Notes with a term equal to or less than 12 months**

In the case of Notes issued in accordance with Law 10/2014 or Implicit Yield Notes with a duration equal to or less than 12 months, the Issuer is currently required by Spanish law to file an annual return with the Spanish tax authorities in which it reports on certain information relating to the Notes.

In the case of Book-Entry Notes, other than Implicit Yield Notes with a duration of more than 12 months, according to Section 44.4 of Royal Decree 1065/2007, for the purpose of preparing the annual return referred to above, certain information with respect thereto must be submitted to the Issuer at the time of each payment.

Such information would be the following:

- (a) identification of the Notes (as applicable) in respect of which the relevant payment is made;
- (b) the date on which relevant payment is made;
- (c) the total amount of the relevant payment;
- (d) the amount of income corresponding to PIT taxpayers, except segregated coupons and segregated principal for which reimbursement an intermediary entity is involved; and

- (e) the amount of income which, according to paragraph 2 of article 44 of Royal Decree 1064/2007, must be paid gross.

In respect of Bearer Notes and Registered Notes, other than Implicit Yield Notes with a duration of more than 12 months, in accordance with Section 44.5 of Royal Decree 1065/2007, for the purpose of preparing the annual return referred to above, certain information with respect thereto must be submitted to the Issuer at the time of each payment.

Such information would be the following:

- (a) identification of the Notes (as applicable) in respect of which the relevant payment is made;
- (b) the date on which relevant payment is made;
- (c) the total amount of the relevant payment; and
- (d) the amount of the relevant payment corresponding to each entity that manages a clearing and settlement system for securities situated outside Spain.

In particular, the Principal Paying Agent or (in the case of Book-Entry Notes) the Iberclear Paying Agent (or any other entity that holds securities on behalf of third parties within clearing and settlement systems domiciled in the Spanish territory) must certify the information above about such Notes by means of a certificate the form of which is attached as Annex I of this Base Prospectus. In light of the above, the Issuer and the Principal Paying Agent or the Iberclear Paying Agent, as applicable, have arranged certain procedures to facilitate the collection of information concerning such Notes. Investors should note that the Issuer does not accept any responsibility relating to the procedures established for the collection of information concerning the Notes.

Accordingly, the Issuer will not be liable for any damage or loss suffered by any holder who would otherwise be entitled to an exemption from Spanish withholding tax but whose income payments are nonetheless paid net of Spanish withholding tax because these procedures prove ineffective. Moreover, the Issuer will not pay any additional amounts with respect to any such withholding. See "*Risk Factors*". The procedures for providing documentation referred to in this section are set out in detail in the Agency Agreement which may be inspected during normal business hours at the specified office of the Principal Paying Agent or the Iberclear Paying Agent. In particular, if the Principal Paying Agent does not act as common depositary, the procedures described in this section will be modified in the manner described in the Agency Agreement.

If, following clarifications by the Spanish Tax Authorities, procedures in relation to Royal Decree 1065/2007 are subsequently amended, the Issuer, the Principal Paying Agent and the Iberclear Paying Agent will implement such procedures as may be required to enable the Issuer to comply with its obligations under applicable legislation as clarified by the Spanish Tax Authorities.

Please note that the procedure set out in Section 5.2 (*Implicit Yield Notes with a duration of more than 12 months*) below would also apply for Implicit Yield Notes with a duration equal or less than 12 months when the holders are Spanish individuals taxpayers.

Set out below is Annex I. Sections in English have been translated from the original Spanish and such translations constitute direct and accurate translations of the Spanish language text. In the event of any discrepancy between the Spanish language version of the certificate contained in Annex I and the corresponding English translation, the Spanish tax authorities will give effect to the Spanish language version of the relevant certificate only.

6. **No holding of Implicit Yield Notes other than Book-Entry Notes by Spanish Individuals**

The sale, transfer, or acquisition of Implicit Yield Notes other than Book-Entry Notes including, but not limited to, Zero Coupon Notes, to or by individuals (*personas físicas*) who are tax resident in Spain (each a "**Spanish Individual**") is forbidden in all cases. Any transfer of Implicit Yield Notes other than Book-Entry Notes to or by Spanish Individuals is not permitted and such transfer will be considered null and void by the Issuer and the Guarantor. Accordingly, neither the Issuer nor the Guarantor will (i) recognise any Spanish Individual as owner of Implicit Yield Notes other than as an owner of Book-Entry Notes or (ii) list any Implicit Yield Notes other than Book-Entry Notes on AIAF.

7. **Implicit Yield Notes that are Book-Entry Notes with a duration of more than 12 months**

In case of Implicit Yield Notes that are Book-Entry Notes with a duration of more than 12 months, the reimbursement proceeding requires that the holder (i) provides the Issuer with a certificate of tax residence issued by the tax authorities of the country of its tax residence, in the case of Non-Resident Income Tax taxpayers, according to which no withholding tax should apply upon such reimbursement and (ii) accredits their prior acquisition and the corresponding acquisition price by means of the legally required certificate that has been issued by a Spanish financial institution or established in Spain.

In accordance with the legislation currently in force, in the case of failure to provide the certificate in relation to the prior acquisition and the corresponding acquisition price, the Issuer will not proceed to pay to the holder the reimbursement thereof.

8. **The proposed financial transactions tax ("EU FTT")**

On 14 February 2013, the European Commission published a proposal for a Directive for a common EU FTT in Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain. Estonia, however, withdrew from the enhanced cooperation in March 2016 (the "**FTT Participating Member States**").

The proposed EU FTT has a very broad scope and could, if introduced, apply to certain dealings in financial instruments (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

The EU FTT could apply to persons both within and outside of the FTT Participating Member States. Generally, it would apply to certain dealings in financial instruments where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

In the ECOFIN meeting of 17 June 2016, the EU FTT was discussed between the EU Member States. It has been reiterated in this meeting that participating Member States envisage introducing an FTT by the so-called enhanced cooperation process.

The proposed Directive defines how the EU FTT would be implemented in participating Member States. It involves a minimum 0.1% tax rate for transactions in all types of financial instruments, except for derivatives that would be subject to a minimum 0.01% tax rate.

On 3 December 2018, the finance ministers of France and Germany outlined a joint proposal for a limited FTT based on a system already in place in France. Under the new proposal, the tax obligation would apply only to transactions involving shares issued by domestic companies with a market capitalisation of over €1 billion.

However, the EU FTT proposal remains subject to negotiation between the FTT Participating Member States and the scope of any such tax is uncertain. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate, and FTT Participating Member States may withdraw.

Prospective investors of the Notes are advised to seek their own professional advice in relation to the FTT.

9. **The proposed Spanish financial transactions tax**

On 18 January 2019, the Spanish Council of Ministers approved a draft bill (the "**Draft Bill**"), according to which, due to the delay in the EU FTT being approved, the intention is to implement a Spanish financial transactions tax (the "**Spanish FTT**"). However, the Spanish Council of Ministers stated that Spain will continue to participate in the enhanced co-operation for the approval of the EU FTT and, if finally approved, Spain will adapt the Spanish FTT to align it with the EU FTT.

The Draft Bill was sent to Parliament for debate and approval. However, early general elections were called for 28 April 2019 and the legislative process was suspended.

On 18 February 2020, the Draft Bill has been sent to the Spanish Parliament in order to reinstate the parliamentary process to approve the Spanish FTT law. This Draft Bill does not defer from the previous one, so in case the Spanish FTT is approved as per the wording sent to the Spanish Parliament, the Spanish FTT should not apply in relation to an issue of Notes under the Programme or subsequent transfer, although there can be no assurance that such Spanish FTT will be modified and apply in those cases in the future.

Therefore, once the Spanish FTT is on force, it is expected that an indirect tax, at a rate of 0.2%, will apply on acquisitions of shares of Spanish listed companies, regardless of the residence of the agents that intervene in the transactions, provided the market value of the capitalisation thereof is greater than €1,000 million. The tax payer will be the financial traders that transfer or execute the purchase order and must submit an annual tax return.

However, the parliamentary process to approve the Spanish FTT law will need to be reinstated once the new Parliament and the new Government are formed and the new Government once more sends the Draft Bill to Parliament for final approval. As a result, some of the proposed measures could be substantially modified (or even abandoned) during the legislative process. While, according to the current drafting of the Draft Bill, the Spanish FTT would not apply in relation to an issue of Notes under the Programme, there can be no assurance that any such Spanish FTT would not apply to an issue of Notes in the future. Prospective investors of the Notes are advised to seek their own professional advice in relation to the Spanish FTT.

Annex I

Anexo al Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por Real Decreto 1065/2007

Modelo de declaración a que se refieren los apartados 3, 4 y 5 del artículo 44 del Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos

Annex to Royal Decree 1065/2007, of 27 July, approving the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes

Declaration form referred to in paragraphs 3, 4 and 5 of Article 44 of the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes

Don (nombre), con número de identificación fiscal (...) ⁽¹⁾, en nombre y representación de (entidad declarante), con número de identificación fiscal (...) ⁽¹⁾ y domicilio en (...) en calidad de (marcar la letra que proceda):

Mr. (name), with tax identification number (...) ⁽¹⁾, in the name and on behalf of (entity), with tax identification number (...) ⁽¹⁾ and address in (...) as (function – mark as applicable):

(a) Entidad Gestora del Mercado de Deuda Pública en Anotaciones.

(a) Management Entity of the Public Debt Market in book entry form.

(b) Entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero.

(b) Entity that manages the clearing and settlement system of securities resident in a foreign country.

(c) Otras entidades que mantienen valores por cuenta de terceros en entidades de compensación y liquidación de valores domiciliadas en territorio español.

(c) Other entities that hold securities on behalf of third parties within clearing and settlement systems domiciled in the Spanish territory.

(d) Agente de pagos designado por el emisor.

(d) Paying agent appointed by the issuer.

Formula la siguiente declaración, de acuerdo con lo que consta en sus propios registros:

Makes the following statement, according to its own records:

1. En relación con los apartados 3 y 4 del artículo 44:

1. In relation to paragraphs 3 and 4 of Article 44:

1.1 Identificación de los valores.....

1.1 Identification of the securities.....

1.2 Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados)

1.2 Income payment date (or refund if the securities are issued at discount or are segregated)

1.3 Importe total de los rendimientos (o importe total a reembolsar, en todo caso, si son valores emitidos al descuento o segregados).....

1.3 Total amount of income (or total amount to be refunded, in any case, if the securities are issued at discount or are segregated)

1.4 Importe de los rendimientos correspondiente a contribuyentes del Impuesto sobre la Renta de las Personas Físicas, excepto cupones segregados y principales segregados en cuyo reembolso intervenga una Entidad Gestora

1.4 Amount of income corresponding to Personal Income Tax taxpayers, except segregated coupons and segregated principals for which reimbursement an intermediary entity is involved.....

1.5 Importe de los rendimientos que conforme al apartado 2 del artículo 44 debe abonarse por su importe íntegro (o importe total a reembolsar si son valores emitidos al descuento o segregados).

1.5 Amount of income which according to paragraph 2 of Article 44 must be paid gross (or total amount to be refunded if the securities are issued at discount or are segregated).

2. En relación con el apartado 5 del artículo 44.

2. In relation to paragraph 5 of Article 44.

2.1 Identificación de los valores.....

2.1 Identification of the securities.....

2.2 Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados)

2.2 Income payment date (or refund if the securities are issued at discount or are segregated)

2.3 Importe total de los rendimientos (o importe total a reembolsar si son valores emitidos al descuento o segregados)

2.3 Total amount of income (or total amount to be refunded if the securities are issued at discount or are segregated)

2.4 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero A.

2.4 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country A.

2.5 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero B.

2.5 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country B.

2.6 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero C.

2.6 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country C.

Lo que declaro ena dede

I declare the above in on the.... of of

⁽¹⁾En caso de personas, físicas o jurídicas, no residentes sin establecimiento permanente se hará constar el número o código de identificación que corresponda de conformidad con su país de residencia

⁽¹⁾In case of non-residents (individuals or corporations) without permanent establishment in Spain, the number or identification code which corresponds to their country of residence shall be included.]

Principality of Andorra

The following is a general description of certain Andorran tax considerations based upon the laws currently in force in the Principality of Andorra ("Andorra").

Introduction

This information has been drafted based upon the following Andorran tax legislation in force as of the date of this Base Prospectus:

- (i) For legal entities resident for tax purposes in Andorra which are Corporate Income Tax ("**Corporate Income Tax**" or "**CIT**") taxpayers, the (a) Law 95/2010, of 29 December 2010, on the Corporate Income Tax, as amended from time to time and the (b) Decree of 14 May 2019, on the Corporate Income Tax Regulations, as amended from time to time (both referred to as "**Corporate Income Tax Regulations**"); and
- (ii) For individuals being residents for tax purposes in Andorra which are Personal Income Tax ("**Personal Income Tax**" or "**PIT**") taxpayers, the (a) Law 5/2014, of 24 April 2014, on Personal Income Tax and the (b) Decree of 24 April 2014, as amended from time to time (both referred to as "**Personal Income Tax Regulations**").

The acquisition and transfer of the Notes will be exempt from indirect taxes in Andorra.

Legal Entities with Tax Residency in Andorra

(a) Corporate Income Tax ("*Impost sobre Societats*")

Both interests received periodically and income deriving from the transfer, redemption or repayment of the Notes are subject to Corporate Income Tax (at the current general rate of 10%) in accordance with the Corporate Income Tax Regulations. This general rate will not be applicable to all Corporate Income Tax taxpayers and, for instance, a special rate (0%) applies for collective investment undertakings.

(b) Other considerations (Wealth, Gifts and heritances)

Andorran tax legislation does not provide for wealth tax. Consequently, the mere holding of the Notes is not a taxable event.

Andorran tax legislation does not provide for specific inheritance and gifts tax. However, Andorran-resident legal entities which acquire ownership or other rights over the Notes by inheritance or gift must include the market value of the Notes (or the market value of the rights so acquired) in their taxable income for Corporate Income Tax Regulations purposes.

Individuals with Tax Residency in Andorra

(a) Personal Income Tax ("*Impost sobre la Renda de les Persones Físiques*")

Both interests received periodically and income deriving from the transfer, redemption or repayment of the Notes are subject to Personal Income Tax (at the current general rate of 10%) in accordance with the Personal Income Tax Regulations as a part of saving tax base. The Personal Income Tax establishes an exemption of €3,000 per year applicable to the saving tax base.

In accordance with the Personal Income Tax Regulations, there is a withholding obligation on interest payable to Andorran PIT taxpayers. Consequently, the Local Entity will withhold on interest payments to Andorran PIT at a 10% fix rate.

However, the Personal Income Tax Regulations establish a €3,000 exemption per year for the benefit of Andorran tax resident individuals.

(b) Other considerations (Wealth, Gifts and heritances)

Andorran tax legislation does not provide for wealth tax nor inheritance or gifts tax.

Taxation in France

The following is an overview of certain tax consequences relating to the holding of the Notes. This overview is based on the laws and regulations in full force and effect in France as at the date of this Base Prospectus, which may be subject to change in the future, potentially with retroactive effect. Investors should be aware that this overview is of a general nature and does not constitute legal or tax advice and should not be understood as such. Prospective investors are therefore advised to consult their own qualified advisers so as to determine, in the light of their individual situation, the tax consequences of the purchase, holding, redemption or disposal of the Notes.

Withholding taxes

The following has been prepared on the assumption that the Issuer is not a French resident for French tax purposes (whether actually or constructively) and the Notes (and any transaction in relation to the Notes) are not attributed or attributable to a French branch, permanent establishment or place of business of the Issuer for French tax purposes.

The withholding tax treatment of the Notes issued by the Issuer will depend on their nature and characterisation for French tax purposes.

Notes issued by the Issuer constituting debt instruments for French tax purposes

Payments with respect to Notes issued by the Issuer which are treated as debt instruments for French tax purposes would be made free of any compulsory withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by France or any political subdivision or taxing authority thereof or therein.

However, if the paying agent (*établissement payeur*) is established in France, pursuant to Article 125 A I of the French *Code général des impôts*, subject to certain exceptions, interest and assimilated income received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 12.8% withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and solidarity levy) are also levied by way of withholding at an aggregate rate of 17.2% on such interest and assimilated income received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France, subject to certain exceptions.

Notes issued by the Issuer not constituting debt instruments for French tax purposes

Payments with respect to Notes issued by the Issuer which are not treated as debt instruments for French tax purposes would not be subject to any mandatory withholding tax in France.

Transfer tax and other taxes

The following may be relevant in connection with Notes which may be settled or redeemed by way of physical delivery of (i) certain listed shares or certain assimilated securities issued by a company whose registered office is situated in France or (ii) securities representing such shares (or assimilated securities).

Pursuant to Article 235 *ter* ZD of the French *Code général des impôts*, a financial transaction tax (the "**French FTT**") is applicable, to any acquisition for consideration, resulting in a transfer of ownership, of (i) an equity security (*titre de capital*) within the meaning of Article L 212-1 A of the French *Code monétaire et financier* or an assimilated equity security (*titre de capital assimilé*) within the meaning of Article L 211-41 of the French *Code monétaire et financier*, admitted to trading on a recognised stock exchange when the said security is issued by a company whose registered office is situated in France and whose market capitalisation exceeds €1 billion on 1 December of the year preceding the year in which the imposition occurs (the "**French Shares**") or (ii) a security (*titre*) representing French Shares (irrespective of the location of the registered office of the issuer of such security). The rate of the French FTT is 0.3% of the acquisition value of the French Shares (or securities representing French Shares). There are a number of exemptions from the French FTT and investors should consult with their counsel to identify whether they can benefit from them.

If the French FTT applies to an acquisition of French Shares, this transaction is exempt from transfer taxes (*droits de mutation à titre onéreux*) which generally apply at a rate of 0.1% to the sale of shares issued by a company whose registered office is situated in France, provided that in case of shares listed on a recognised stock exchange, transfer taxes are due only if the transfer is evidenced by a written deed or agreement.

Ireland

Withholding tax

In general, tax at the standard rate of income tax (currently 20%), is required to be withheld from payments of Irish source interest which could include interest paid on the Notes. However, an exemption from withholding on interest payments exists under Section 64 of the Taxes Consolidation Act, 1997 (the "**1997 Act**") for certain interest bearing securities ("**quoted Eurobonds**") issued by a body corporate (such as the Issuer) which are quoted on a recognised stock exchange (which would include Euronext Dublin).

Any interest paid on such quoted Eurobonds can be paid free of withholding tax provided:

- (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 either:
 - (i) the quoted Eurobond is held in a clearing system recognised by the Irish Revenue Commissioners (Euroclear and Clearstream, Luxembourg are so recognised), 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 a declaration to a relevant person (such as an Irish paying agent) in the prescribed form.

So long as the Notes are quoted on a recognised stock exchange and are held in Euroclear and/or Clearstream, Luxembourg, interest on the Notes can be paid by the Issuer and any paying agent acting on behalf of the Issuer without any withholding or deduction for or on account of Irish income tax.

In certain circumstances, Irish tax will be required to be withheld at the standard rate from interest on any quoted Eurobond, where such interest is collected by a bank or other agent in Ireland on behalf of any Noteholder.

Taxation of Noteholders

Notwithstanding that a Noteholder may receive interest on the Notes free of withholding tax, the Noteholder may still be liable to pay Irish income tax. Interest paid on the Notes may have an Irish source and therefore be within the charge to Irish income tax, pay related social insurance "**PRSI**" and the universal social charge. Ireland operates a self-assessment system in respect of income tax and any person, including a person who is neither resident nor ordinarily resident in Ireland, with Irish source income comes within its scope.

However, interest on the Notes will be exempt from Irish income tax if the recipient of the interest is resident in a relevant territory (a member state of the European Union (other than Ireland) or in a country with which Ireland has a comprehensive double taxation agreement) provided either (i) the Notes are quoted Eurobonds and are exempt from withholding tax as set out above, (ii) the Notes are not or cease to be quoted Eurobonds exempt from withholding tax and the recipient of the interest is a company resident in a relevant territory that generally taxes foreign source interest.

In addition, provided that the Notes are quoted Eurobonds and are exempt from withholding tax as set out above, the interest on the Notes will be exempt from Irish income tax if the recipient of the interest is (i) a company under the control, directly or indirectly, of persons who by virtue of the law of a relevant territory are resident in that country and that person or persons are not themselves under the control whether directly or indirectly of a person who is not resident in such a country, or (ii) a company, the principal class of shares of such company, or another company of which the recipient company is a 75% subsidiary, is substantially and regularly traded on one or more recognised stock exchanges in Ireland or a relevant territory or a stock exchange approved by the Irish Minister for Finance.

Notwithstanding these exemptions from income tax, a corporate recipient that carries on a trade in Ireland through a branch or agency in respect of which the Notes are held or attributed may have a liability to Irish corporation tax on the interest.

Noteholders receiving interest on the Notes which does not fall within the above exemptions may be liable to Irish income tax, PRSI and the universal social charge on such interest.

Capital gains tax

A holder of Notes may be subject to Irish tax on capital gains on a disposal of Notes unless such holder is neither resident nor ordinarily resident in Ireland and does not carry on a trade in Ireland through a branch or agency in respect of which the Notes are used or held.

Capital acquisitions tax

A gift or inheritance comprising of Notes will be within the charge to capital acquisitions tax if either (i) the donor or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or, in certain circumstances, if the donor is domiciled in Ireland irrespective of his residence or that of the donee/successor) or (ii) the Notes are regarded as property situate in Ireland. Bearer notes are generally regarded as situated where they are physically located at any particular time. Registered Notes are generally regarded as situated where the principal register of Noteholders is maintained or is required to be maintained, but the Notes may be regarded as situated in Ireland regardless of their physical location or the location of the register as they represent a debt owed by an Irish incorporated debtor which may be secured over Irish property. Accordingly, if such Notes are comprised in a gift or inheritance, the gift or inheritance may be within the charge to tax regardless of the residence status of the donor or the donee/successor.

Stamp duty

Any document or electronic transfer effected through an approved or recognised relevant system as provided for in the Companies Act 1990 (Uncertificated Securities) Regulations 1996 transferring title to the Notes is potentially subject to 1% Irish stamp duty. However, if the terms of the loan capital exemption are satisfied, no stamp duty is payable. There are four conditions that must be satisfied to avail of this exemption:

- (a) the Notes must not carry a right of conversion into shares of an Irish incorporated company;
- (b) the Notes must not carry rights similar to those attaching to shares, including voting rights, entitlement to a share of profits or a share in surplus on liquidation of the Issuer;
- (c) the Notes must be issued for a price which is not less than 90% of the nominal value of the Notes; and
- (d) the Notes must not carry a right to a sum in respect of repayment or interest which is related to certain movements in an index or indices (based wholly or partly and directly or indirectly on stocks or marketable securities) specified in any document relating to the Notes.

Italy

The following is a summary of current Italian law and practice relating to the taxation of Notes. The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary 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 Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective purchasers of Notes are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of Notes.

This summary does not describe the tax consequences for an investor with respect to Notes that will be redeemed by physical delivery. Prospective Noteholders are advised to consult their own tax advisers concerning the overall tax consequences under Italian tax law, under the tax laws of the country in which they are resident for tax purposes and of any other potentially relevant jurisdiction of acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes, including in particular the effect of any state, regional or local tax laws.

Italian tax treatment of the Notes

The Notes may be subject to different tax regimes depending on whether:

- they represent a debt instrument implying a use of capital (*impiego di capitale*), through which the Noteholders transfer to the Issuer a certain amount of capital, for the economic exploitation of the same, subject to the right to obtain a (partial or entire) reimbursement of such amount at maturity; or

- they represent derivative financial instruments or bundles of derivative financial instruments that do not entail a use of capital, through which the Noteholders purchase indirectly underlying financial instruments.

1. Notes representing debt instruments implying a "use of capital"

Legislative Decree No. 239 of 1 April 1996, as subsequently amended, ("**Decree No. 239**") provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) from notes falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) issued, *inter alia*, by non-Italian resident issuers.

For these purposes, debentures similar to bonds are defined as debentures that incorporate an unconditional obligation to pay, at redemption or maturity, an amount not less than their principal amount (whether or not providing for interim payments) and that do not give any right to directly or indirectly participate in the management of the relevant Issuer or of the business in relation to which they are issued nor any type of control on such management.

Where an Italian resident Noteholder is (i) an individual not engaged in an entrepreneurial activity to which the relevant Notes are connected (unless he has opted for the application of the "*risparmio gestito*" regime – see "*Capital Gains Tax*" below), (ii) a non-commercial partnership pursuant to Article 5 of Presidential Decree No. 917 of 22 December 1986 (the Italian Income Consolidated Tax Code, "**TUIR**") (with the exception of general partnership, limited partnership and similar entities), (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, interest, premium and other income relating to Notes, accrued during the relevant holding period, are subject to a withholding tax, referred to as "*imposta sostitutiva*", levied at the rate of 26 per cent. In the event that Noteholders described under (i) and (iii) above are engaged in an entrepreneurial activity to which the relevant Notes are connected, the *imposta sostitutiva* applies as a provisional tax.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income taxation, including the *imposta sostitutiva*, on interest, premium and other income relating to the Notes if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth under Italian law.

Where an Italian resident Noteholder is a company or similar commercial entity pursuant to Article 73 of TUIR or a permanent establishment in Italy of a foreign company to which Notes are effectively connected and such Notes are deposited with an authorised intermediary, interest, premium and other income from such Notes will not be subject to *imposta sostitutiva*, but must be included in the relevant Noteholder's income tax return and are therefore subject to general Italian corporate taxation ("**IRES**") and, in certain circumstances, depending on the "status" of the Noteholder, also to the regional tax on productive activities ("**IRAP**").

Under the current regime provided by Law Decree No. 351 of 25 September 2001, converted into Law No. 410 of 23 November 2001 (the "**Decree No. 351**"), Law Decree No. 78 of 31 May 2010, converted into Law n. 122 of 30 July 2010 and Legislative Decree No. 44 of 4 March 2014, all as amended, Italian real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented (the "**Real Estate Funds**") are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the Real Estate Funds to the extent the relevant Notes are held by an authorised intermediary.

According to Article 9 of the Legislative Decree No. 44 of 4 March 2014, the same regime is applicable to Italian real estate SICAFs ("**Real Estate SICAFs**").

If the investor is resident in Italy and is an open-ended or closed-ended investment fund a SICAF (an investment company with fixed share capital) other than a Real Estate SICAF or a SICAV (an investment company with variable capital) established in Italy (the "**Fund**") and either (i) the Fund or (ii) its manager is subject to the supervision of a regulatory authority, and the relevant Notes are held by an authorised intermediary, interest, premium and other income accrued during the holding period on such Notes will

not be subject to *imposta sostitutiva*, but must be included in the management results of the Fund. The Fund will not be subject to taxation on such results but a withholding tax of 26 per cent., will apply, in certain circumstances to distributions made in favour of unitholders or shareholders (the "**Collective Investment Fund Tax**").

Where an Italian resident Noteholder is a pension fund (subject to the regime provided for by article 17 of the Legislative Decree No. 252 of 5 December 2005) and Notes are deposited with an authorised intermediary, interest, premium and other income relating to such Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 20 per cent. substitute tax. Subject to certain conditions and limitations (including minimum holding period requirement) and limitations, interest, premium and other income may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth under Italian law.

Pursuant to Decree No. 239, *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* ("**SIMs**"), fiduciary companies, *società di gestione del risparmio* ("**SGRs**"), stockbrokers and other entities identified by a decree of the Ministry of Economics and Finance (each an "**Intermediary**") as subsequently amended and integrated.

An Intermediary to be entitled to apply the *imposta sostitutiva* must (i) be (a) resident in Italy or (b) a permanent establishment in Italy of a non-Italian resident financial intermediary or (c) an entity or a company not resident in Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of the Italian Ministry of Finance having appointed an Italian representative for the purposes of Decree No. 239; and (ii) intervene, in any way, in the collection of interest or in the transfer of Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which such Notes are deposited.

Where the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any entity paying interest to a Noteholder. If interest, premium and other income on the Notes are not collected through an Intermediary or any entity paying interest and as such no *imposta sostitutiva* is levied, the Italian resident beneficial owners listed above will be required to include interest, premium and other income in their yearly income tax return and subject them to a final substitute tax at a rate of 26 per cent.

Non-Italian Resident Noteholders

No Italian *imposta sostitutiva* is applied on payments to a non-Italian resident Noteholder of interest or premium and other income relating to Notes provided that, if Notes are held in Italy, the non-Italian resident Noteholder declares itself to be a non-Italian resident according to Italian tax regulations.

Atypical securities

Interest payments relating to Notes that are not deemed to fall within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) may be subject to a withholding tax, levied at the rate of 26 per cent. For this purpose, debentures similar to bonds are debentures that incorporate an unconditional obligation to pay, at redemption or maturity, an amount not lower than their nominal value (whether or not providing for interim payments) and that do not give any right to directly or indirectly participate in the management of the relevant Issuer or of the business in relation to which they are issued nor any type of control on such management.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income taxation, including the withholding tax on interest, premium and other income relating to the Notes that are classified as atypical securities, if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth under Italian law.

Such withholding tax does not apply to interest payments made to a non-Italian resident Noteholder and to an Italian resident Noteholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership (with the exception of general partnership, limited partnership and similar entities), or (iii) a commercial private or public institution.

Payments made by a non-resident guarantor

With respect to payments made to Italian resident Noteholders by a non-Italian resident guarantor, in accordance with one interpretation of Italian tax law, any such payment made by the Italian non-resident guarantor could be treated, in certain circumstances, as a payment made by the Issuer and would thus be subject to the tax regime described in the previous paragraphs of this section.

Capital Gains Tax

Any gain obtained from the sale, early redemption or redemption of Notes would be treated as part of the taxable income for IRES purposes (and, in certain circumstances, depending on the "status" of the Noteholder, also as part of the net value of production for IRAP purposes) if realised by an Italian company or a similar commercial entity (including the Italian permanent establishment of foreign entities to which the relevant Notes are connected) or Italian resident individuals engaged in an entrepreneurial activity to which the relevant Notes are connected.

Where an Italian resident Noteholder is (i) an individual not holding Notes in connection with an entrepreneurial activity, (ii) a non-commercial partnership, (iii) a non-commercial private or public institution, any capital gain realised by such Noteholder from the sale, early redemption or redemption of such Notes would be subject to an *imposta sostitutiva*, levied at the current rate of 26 per cent. Under some conditions and limitations, Noteholders may set off losses with gains.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not engaged in an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from Italian capital gain taxes, including the *imposta sostitutiva*, on capital gains realised upon sale or redemption of the Notes if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth under Italian law.

In respect of the application of the *imposta sostitutiva*, taxpayers may opt for one of the three regimes described below.

Under the "tax declaration" regime (*regime della dichiarazione*), which is the default regime for Noteholders under (i) to (iii) above, the *imposta sostitutiva* on capital gains will be chargeable, on a yearly cumulative basis, on all capital gains, net of any incurred capital loss, realised by the Italian resident Noteholder holding Notes not in connection with an entrepreneurial activity pursuant to all sales, early redemption or redemptions of the relevant Notes carried out during any given tax year. These Noteholders must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance of income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years.

As an alternative to the tax declaration regime, Italian resident Noteholders under (i) to (iii) above may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale, early redemption or redemption of the relevant Notes (the "*risparmio amministrato*" regime provided for by Article 6 of the Legislative Decree No. 461 of 21 September 1997, the "**Decree No. 461**"). Such separate taxation of capital gains is allowed subject to (i) Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries; and (ii) an express valid election for the *risparmio amministrato* regime being punctually made in writing by the relevant Noteholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale, early redemption or redemption of Notes (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Noteholder or

using funds provided by the Noteholder for this purpose. Under the *risparmio amministrato* regime, where a sale, early redemption or redemption of Notes results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Noteholder is not required to declare the capital gains in its annual tax return.

Any capital gains realised or accrued by Italian Noteholders under (i) to (iii) above who have entrusted the management of their financial assets, including Notes, to an authorised intermediary and have validly opted for the so-called "*risparmio gestito*" regime (regime provided by Article 7 of Decree No. 461) will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. substitute tax, to be paid by the managing authorised intermediary. Under the *risparmio gestito* regime, any depreciation of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Noteholder is not required to declare the capital gains realised in its annual tax return. Any capital gains realised by a Noteholder which is a Fund will be included in the result of the relevant portfolio accrued at the end of the tax period. The Fund will not be subject to taxation on such result, but the Collective Investment Fund Tax will apply.

Any capital gains realised by a Noteholder who is an Italian Real Estate Fund or a Real Estate SICAF to which the provisions of Decree 351, Law Decree No. 78 of 31 May 2010, converted into Law No. 122 of 30 July 2010 and Legislative Decree No. 44 of 4 March 2014, all as amended apply will be subject neither to *imposta sostitutiva* nor to any other income tax at the level of the Real Estate Fund or the Real Estate SICAF.

Any capital gains realised by a Noteholder which is an Italian pension fund (subject to the regime provided for by article 17 of the Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 20 per cent. substitute tax. Subject to certain conditions and limitations (including minimum holding period requirement) and limitations, capital gains realised upon sale or redemption of the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth under Italian law.

Capital gains realised by non-Italian resident Noteholders from the sale or redemption of Notes are not subject to Italian taxation, provided that the relevant Notes (i) are traded on regulated markets or (ii) if not traded on regulated markets, are held outside Italy.

2. Notes classified as derivative financial instruments or bundles of derivative financial instruments

Payments in respect of Notes qualifying as securitised derivative financial instruments received by Noteholders resident in Italy for tax purposes (not engaged in entrepreneurial activities to which the Notes are connected) as well as capital gains realised by such Italian Noteholder on any sale or transfer for consideration of the Notes or redemption thereof are subject to a 26 per cent. capital gain tax, which applies under the tax declaration regime, the *risparmio amministrato* tax regime or the *risparmio gestito* tax regime according to the same rules described above under the section "Capital Gains Tax" above.

Payments in respect of Notes qualifying as securitised derivative financial instruments received by investors resident in Italy for tax purposes which carry out commercial activities are not subject to the 26 per cent. capital gain tax, but the proceeds are included in their taxable income and subject to taxation in accordance with the ordinary rules.

Any capital gains realised by an investor which is a Fund will not be subject to *imposta sostitutiva*, but will be included in the result of the relevant portfolio. Such result will not be taxed with the Fund, but subsequent distributions in favour of unitholders or shareholders may be subject to the Collective Investment Fund Tax.

Any capital gains realised by an investor which is an Italian pension fund (subject to the regime provided for by Article 17 of Decree No. 252) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 20 per cent. substitute tax. Subject to certain conditions and limitations (including minimum holding period requirement), capital gains realised upon sale or redemption of the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the

Notes are included in a long-term individuals savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth under Italian law.

Any capital gains realised by a Real Estate Investment Fund and Real Estate SICAF will be subject, if the relevant conditions are met, neither to substitute tax nor to any other income tax in the hands of such Real Estate Investment Fund or Real Estate SICAF.

Capital gains realised by non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected from the sale or redemption of the Notes are not subject to Italian taxation, provided that the Notes are held outside of Italy.

Inheritance and gift taxes

Pursuant to Law Decree No. 262 of 3 October 2006, converted into Law No. 286 of 24 November 2006, the transfers of any valuable asset (including shares, bonds or other securities) as a result of death or donation are taxed as follows:

- (a) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding, for each beneficiary, Euro 1,000,000;
- (b) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree, are subject to an inheritance and gift tax applied at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or the gift exceeding, for each beneficiary, Euro 100,000; and
- (c) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

If the transfer is made in favour of persons with severe disabilities, the tax is levied at the rate mentioned above in (a), (b) and (c) on the value exceeding, for each beneficiary, €1,500,000.

Transfer Tax

Contracts relating to the transfer of securities are subject to the registration tax as follows: (i) public deeds and notarised deeds are subject to fixed registration tax at a rate of Euro 200; (ii) private deeds are subject to registration tax only in case of use (*caso d'uso*), explicit reference (*enunciazione*) or voluntary registration.

Stamp duty

Pursuant to Article 19(1) of Law Decree No. 201 of 6 December 2011 (the "**Decree No. 201**"), a proportional stamp duty applies on an annual basis to the periodic reporting communications sent by financial intermediaries to their clients for the Notes deposited in Italy. The stamp duty applies at a rate of 0.2 per cent. and cannot exceed €14,000, for taxpayers different from individuals; this stamp duty is determined on the basis of the market value or - if no market value figure is available - the nominal value or redemption amount of the Notes held.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 29 July 2009, as subsequently amended, supplemented and restated) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory. The communication is deemed to be sent to the customers at least once a year, even for instruments for which it is not mandatory.

Wealth Tax on securities deposited abroad

Pursuant to Article 19(18) of Decree No. 201, Italian resident individuals, non-commercial entities and certain partnerships (*società semplici* or similar partnerships in accordance with Article 5 of TUIR) holding the Notes outside the Italian territory are required to pay a wealth tax at the rate of 0.2 per cent. (IVAFE). For taxpayers other than individuals, IVAFE cannot exceed Euro 14,000 per year.

This tax is calculated on the market value of the Notes at the end of the relevant year or, if no market value figure is available, the nominal value or the redemption value of such Notes held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes paid in the State where the financial assets are held (up to an amount equal to the Italian wealth tax due).

Italian Financial Transactions Tax

Pursuant to Article 1(491 *et seq*) of Law No. 228 of 24 December 2012, a financial transaction tax (**FTT**) applies to (i) transfers of property rights in shares and other participating securities issued by Italian resident companies (together, the **Relevant Participating Instruments**); (ii) transfers of property rights in financial instruments representing any such Relevant Participating Instruments, whether or not such financial instruments are issued by Italian resident issuers (such financial instruments, together the Relevant Participating Instruments, the **Relevant Instruments**); and (iii) derivative transactions referencing Relevant Instruments (i.e. derivative transactions or derivative financial instruments and certain equity-linked securities having an underlying mainly represented by one or more of Relevant Instruments or whose value is mainly linked to the Relevant Instruments) including securitised derivatives referencing Relevant Instruments (e.g. certificates).

With respect to derivative transactions referencing Relevant Instruments including securitised derivatives the FTT applies regardless of the tax residence of both the counterparties of the transactions and/or where the transaction is executed. The FTT is levied at a fixed amount of between Euro 0.01875 and Euro 200 per transaction, which varies depending on the features and notional value of the securitised derivatives. Where a securitised derivative settled by physical settlement, the FTT is also due upon the transfer of the ownership rights in the underlying Relevant Instruments. A reduced FTT (one fifth of the standard rate) is payable in respect of transactions executed on certain qualifying regulated markets or multilateral trading facilities.

The FTT due in respect of derivative transactions referencing Relevant Instruments including securitised derivatives is payable by both counterparties to a transaction. However, the FTT does not apply where one of the parties to the transaction is the European Union, the ECB (European Central Bank), central banks of the EU Member States, foreign Central Banks or entities which manage the official reserves of a foreign State, or international bodies or entities set up in accordance with international agreements which have entered into force in Italy. Further specific exemptions exist including, *inter alia*, for (i) subjects who carry on market making activities; (ii) mandatory social security entities and pension funds set up according to Legislative Decree No. 252 of 5 December 2005; and (iii) entities merely interposed in the execution of a transaction.

The FTT is levied by the banks and other financial intermediaries (*società fiduciarie e imprese di investimento abilitate all'esercizio professionale nei confronti del pubblico dei servizi e delle attività di investimento*) (**Intermediaries**) that are involved, in any way, in the execution of the transaction and subsequently paid to the Italian Revenue. If more than one Intermediary is involved in the execution of the transaction, the FTT is levied by the Intermediary who receives the order of execution by the purchaser of the Relevant Instruments or, in the case of a derivative transaction or securitised derivative referencing a Relevant Instrument, by the counterparty to or purchaser of such derivative. Intermediaries not resident in Italy can appoint an Italian representative for the purposes of the FTT. If no Intermediaries are involved in the execution of the transaction, the relevant FTT must be paid by each relevant party to the transaction themselves.

Taxation in Germany

The following is a general discussion of certain German tax consequences of the acquisition, holding and disposal of Notes. It does not purport to be a comprehensive description of all German tax considerations that may be relevant to a decision to purchase Notes, and, in particular, does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the tax laws of Germany currently in force and as applied on the date of this Base Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

As each Series or Tranche of Notes may be subject to a different tax treatment due to the specific terms of such Series or Tranche of Notes as set out in the Applicable Transaction Terms, the following section only provides some general information on the possible tax treatment. Tax consequences that may arise if an investor combines certain series of Notes so that he or she derives a certain return are not discussed herein.

The law as currently in effect provides for a reduced tax rate for certain investment income. The coalition agreement between the German Christ Democratic Party, the Christian-Social Union and the German Social Democratic Party for the formation of the German federal government provides that the flat tax regime shall be partially abolished. In addition, the German parliament has passed a bill in order to remove the solidarity surcharge for certain taxpayers up to a maximum amount of their annual taxable income. This new legislation will apply as from 2021 onwards.

Prospective purchasers of Notes are advised to consult their own tax advisors as to the tax consequences of the purchase, ownership and disposal of Notes, including the effect of any state, local or church taxes, under the tax laws of Germany and any country in which they are resident or whose tax laws apply to them for other reasons.

German Tax Residents

The section "German Tax Residents" refers to persons who are tax residents of Germany (i.e. persons whose residence, habitual abode, statutory seat, or place of effective management and control is located in Germany).

Withholding tax on on-going payments and capital gains

On-going payments received by a non-business Noteholder will be subject to German withholding tax if the Notes are kept or administered in a custodial account with a German branch of a German or non-German bank or financial services institution, a German securities trading company or a German securities trading bank (each, a "**Disbursing Agent**", *auszahlende Stelle*). The tax rate is 25% (plus solidarity surcharge at a rate of 5.5% thereon, the total withholding being 26.375%). For individual Noteholders who are subject to church tax, an electronic information system for church withholding tax purposes applies in relation to investment income, with the effect that church tax will be collected by the Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*) in which case the investor will be assessed to church tax.

The same treatment applies to capital gains (i.e. the difference between the proceeds from the disposal, redemption, repayment or assignment after deduction of expenses directly related to the disposal, redemption, repayment or assignment and the cost of acquisition) derived by a non-business Noteholder provided the Notes have been kept or administered in a custodial account with the same Disbursing Agent since the time of their acquisition. If similar Notes kept or administered in the same custodial account were acquired at different points in time, the Notes first acquired will be deemed to have been sold first for the purposes of determining the capital gains. Where Notes are acquired and/or sold or redeemed in a currency other than Euro, the sales/redemption price and the acquisition costs have to be converted into Euro on the basis of the foreign exchange rates prevailing on the sale or redemption date and the acquisition date respectively with the result that any currency gains or losses are part of the capital gains. If the Issuer exercises the right to substitute the Issuer of the Notes, the substitution might, for German tax purposes, be treated as an exchange of the Notes for new Notes issued by the new Issuer. Such substitution could result in the recognition of a taxable gain or loss for the respective investors. The Substitute shall agree to indemnify each Noteholder for any tax incurred by such Noteholder relating to the substitution of the Issuer pursuant to the relevant provisions as set out in the Terms and Conditions. The indemnities to be paid may constitute taxable income. If interest coupons or interest claims are disposed of separately (i.e. without the Notes), the proceeds from the disposal are subject to withholding tax. The same applies to proceeds from the payment of interest coupons or interest claims if the Notes have been disposed of separately.

If Notes qualifying as a forward/future or option transaction (*Termingeschäft*) according to sec. 20 para. 2 sent. 1 no. 3 German Income Tax Act (*Einkommensteuergesetz*) are settled by a cash payment, capital gains realised upon exercise (i.e. the cash amount received minus directly related costs and expenses, e.g. the acquisition costs) are subject to withholding tax. In the event of physical delivery, the acquisition costs of such Notes plus any additional sum paid upon exercise are generally regarded as acquisition costs of the underlying assets received upon physical settlement. Withholding tax may then apply to any gain resulting from the subsequent disposal, redemption, repayment or assignment of the assets received, in particular if they are securities. In case of certain assets being the underlying (e.g. commodities or currencies) a subsequent sale of the underlying received may not be subject to German withholding tax as outlined in this section but any disposal gain may be fully taxable at the personal income tax rate of the non-business Noteholder.

In case of a physical settlement (not qualifying as forward/future or option transactions) of certain Notes which grant the Issuer the right to physically deliver the underlying securities or the Noteholder to demand the physical delivery of the underlying securities instead of a cash payment, upon physical delivery the acquisition costs of the

Notes may be regarded as proceeds from the disposal, redemption, repayment or assignment of the Notes and hence as acquisition costs of the underlying securities received by the non-business Noteholder upon physical settlement; any consideration received by the Noteholder in addition to the underlying securities may be subject to withholding tax. To the extent the provision mentioned above is applicable, generally no withholding tax has to be withheld by the Disbursing Agent upon physical settlement as such exchange of the Notes into the underlying securities does not result in a taxable gain for the non-business Noteholder. However, withholding tax may then apply to any gain resulting from the disposal, redemption, repayment or assignment of the securities received in exchange for the Notes. In this case, the gain will be the difference between the proceeds from the disposal, redemption, repayment or assignment of the underlying securities and the acquisition costs of the Notes (after deduction of expenses related directly to the disposal, if any).

To the extent the Notes have not been kept or administered in a custodial account with the same Disbursing Agent since the time of their acquisition, upon the disposal, redemption, repayment or assignment withholding tax applies at a rate of 26.375% (including solidarity surcharge, plus church tax, if applicable) on 30% of the disposal proceeds (plus interest accrued on the Notes ("**Accrued Interest**", *Stückzinsen*), if any), unless the current Disbursing Agent has been notified of the actual acquisition costs of the Notes by the previous Disbursing Agent or by a statement of a bank or financial services institution from another Member State of the European Union or the European Economic Area or from certain other countries (e.g. Switzerland or Andorra).

Pursuant to administrative guidance losses incurred by a Noteholder from bad debt (*Forderungsausfall*) or a waiver of a receivable (*Forderungsverzicht*) are generally not tax-deductible. Despite conflicting case law of the Federal Tax Court (*Bundesfinanzhof*) in this regard and a new bill (see below) the Disbursing Agent has to follow the view of the tax authorities expressed in the administrative guidance when computing the tax to be withheld. It is not yet clear if and to what extent the tax authorities will reflect the recent developments in their interpretation of the law. The same rules should apply if the Notes expire worthless.

According to administrative guidance, where a Note qualifies as a full risk security (*Vollrisikozertifikat*) which provides for several payments to be made to the Noteholder such payments shall qualify as taxable investment income, unless the terms and conditions of the Notes explicitly provide for the redemption or partial redemption during the term of the Notes and these terms and conditions are complied with. If the terms of the Notes do not provide for final payment at maturity or no such payment is made any losses incurred upon expiry of such Notes shall not be tax-deductible, however, based on recent case law a non-payment on a security due to certain thresholds being breached or a(n early) termination of a security for this reason without any further payment shall be treated like a disposal resulting in the acquisition costs of such security being treated as a tax-deductible loss.

In computing any German tax to be withheld, the Disbursing Agent generally deducts from the basis of the withholding tax negative investment income realised by a non-business Noteholder of the Notes via the Disbursing Agent (e.g. losses from the sale of other securities with the exception of shares). The Disbursing Agent also deducts Accrued Interest on the Notes or other securities paid separately upon the acquisition of the respective security by a non-business Noteholder via the Disbursing Agent. In addition, subject to certain requirements and restrictions, the Disbursing Agent credits foreign withholding taxes levied on investment income in a given year regarding securities held by a non-business Noteholder in the custodial account with the Disbursing Agent.

Non-business Noteholders are entitled to an annual allowance (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for couples and partners filing jointly) for all investment income received in a given year. Upon the non-business Noteholder filing an exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent, the Disbursing Agent will take the allowance into account when computing the amount of tax to be withheld. No withholding tax will be deducted if the Noteholder has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the competent local tax office.

German withholding tax will not apply to gains from the disposal, redemption, repayment or assignment of Notes held by a corporation while ongoing payments, such as interest payments, are subject to withholding tax (irrespective of any deductions of foreign tax and capital losses incurred). The same may apply where the Notes form part of a trade or business, subject to further requirements being met.

Taxation of current income and capital gains

The personal income tax liability of a non-business Noteholder deriving income from capital investments under the Notes is, in principle, settled by the tax withheld. To the extent withholding tax has not been levied, such as in the case of Notes kept in custody abroad or if no Disbursing Agent is involved in the payment process, the non-business Noteholder must report his or her income and capital gains derived from the Notes on his or her tax return

and then will also be taxed at a rate of 25% (plus solidarity surcharge and church tax thereon, where applicable). If the withholding tax on a disposal, redemption, repayment or assignment has been calculated from 30% of the disposal proceeds (rather than from the actual gain), a non-business Noteholder may, and in case the actual gain is higher than 30% of the disposal proceeds must also, apply for an assessment on the basis of his or her actual acquisition costs. Further, a non-business Noteholder may request that all investment income of a given year is taxed at his or her lower individual tax rate based upon an assessment to tax with any amounts over withheld being refunded. In each case, the deduction of expenses (other than transaction costs) on an itemised basis is not permitted.

The offsetting of losses incurred by a non-business Noteholder is subject to several restrictions. Losses incurred with respect to the Notes can only be offset against investment income of the non-business Noteholder realised in the same or the following years. Any losses realised upon the disposal of shares in stock corporations received in exchange for the Notes can only be offset against capital gains deriving from the disposal of shares. According to a new bill (*Gesetz zur Einführung einer Pflicht zur Mitteilung grenzüberschreitender Steuergestaltungen*) losses from capital claims of private investors can now be offset against income derived from capital investments up to an amount of EUR 10,000.00 p.a. However, from the year 2021 losses from Notes which qualify for tax purposes as forward/futures transactions may only be applied against profits from other forward/futures transactions, and only up to an amount of EUR 10,000.00 in a given year. Losses exceeding any of these thresholds can be carried forward.

Where Notes form part of a trade or business, the withholding tax, if any, will not settle the personal or corporate income tax liability. Where Notes form part of a trade or business, interest (accrued) must be taken into account as income. Where Notes qualify as zero bonds and form part of a trade or business, each year the part of the difference between the issue or purchase price and the redemption amount attributable to such year must be taken into account. The respective Noteholder will have to report income and related (business) expenses on the tax return and the balance will be taxed at the Noteholder's applicable tax rate. Withholding tax levied, if any, will be credited against the personal or corporate income tax of the Noteholder. Where Notes form part of a German trade or business, the current income and gains from the disposal, redemption, repayment or assignment of the Notes may also be subject to German trade tax. Where according to an applicable accounting standard Notes include an embedded derivative, the Noteholder may have to account for a receivable and a derivative. The deduction of losses from derivatives may be ring-fenced as discussed below.

Generally the deductibility of capital losses from Notes which qualify for tax purposes as forward/future or option transactions and which form part of a trade or business is limited. These losses may only be applied against profits from other forward/future or option transactions derived in the same or, subject to certain restrictions, the previous year. Otherwise these losses can be carried forward indefinitely and, within certain limitations, applied against profits from forward/future or option transactions in subsequent years. This generally does not apply to forward/future or option transactions hedging risks from the Noteholder's ordinary business, unless the underlying of the hedge is a stock in a corporation. Further special rules apply to credit institutions, financial services institutions and finance companies within the meaning of the German Banking Act.

In the case of physically settled Notes, special limitations may apply to losses from the disposal of an underlying which is a share in a corporation or a unit of an equity investment fund.

German Investment Taxation

If a Note (in particular a Note which is physically settled by delivery of fund shares, fund units or similar instruments or a Note which replicates the performance of an investment fund) was considered to qualify as an investment fund unit within the meaning of the German Investment Tax Act (*Investmentsteuergesetz*), tax consequences different from those discussed above would apply. A Noteholder subject to German taxation may then be required to include into his or her taxable income unrealized gains from the appreciation in value of the Note which may be deemed to be a portion of the fair market value of the Note at the relevant time. In general, the taxed unrealized gains will be deductible in computing the capital gain derived from the disposal, redemption or termination of the Note.

Non-German Tax Residents

Interest and capital gains are not subject to German taxation, unless (i) the Notes form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the Noteholder or (ii) the income otherwise constitutes German-source income. In cases (i) and (ii), a tax regime similar to that explained above in the subsection "*German Tax Residents*" applies.

Non-residents of Germany are, in general, exempt from German withholding tax on interest and capital gains. However, where the income is subject to German taxation as set forth in the preceding paragraph and the Notes are kept or administered in a custodial account with a Disbursing Agent, withholding tax may be levied under certain circumstances. Where Notes are not kept in a custodial account with a Disbursing Agent and interest or proceeds from the disposal, assignment or redemption of a Note or an interest coupon are paid by a Disbursing Agent to a non-resident upon delivery of the Notes or interest coupons, withholding tax generally will also apply. The withholding tax may be refunded based on an assessment to tax or under an applicable tax treaty.

Solidarity surcharge

Please note that according to a bill enacted in December 2019, the solidarity surcharge will be partially abolished as of the assessment period 2021 for certain individuals. The solidarity surcharge shall, however, continue to apply for investment income and, thus, on withholding taxes levied. In case the individual income tax burden for a non-business Noteholder tax resident in Germany is lower than 25% such Noteholder can apply for his/her investment income being assessed at his/her individual tariff-based income tax rate in which case solidarity surcharge would be refunded (see above).

Inheritance and Gift Tax

No inheritance or gift taxes with respect to any Notes will arise under the laws of Germany, if, in the case of inheritance tax, neither the deceased nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a resident of Germany and such Note is not attributable to a German trade or business for which a permanent establishment is maintained, or a permanent representative has been appointed, in Germany. Exceptions from this rule apply to certain German expatriates.

Other Taxes

No stamp, issue or registration taxes or similar duties will be payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (*Vermögensteuer*) is not levied in Germany.

Peru

The discussion in this offering memorandum regarding Peruvian tax considerations is not intended or written to be used and cannot be used or relied upon by any person, for the purpose of avoiding Peruvian taxation, and was written to support the promotion or marketing of this offering. Prospective investors should consult an independent tax advisor with respect to the Peruvian tax consequences of acquiring, owning or disposing of the Notes.

The following is a general summary of certain material Peruvian tax consequences that may be relevant with respect to the purchase, ownership or disposition of the Notes by non-Peruvian and Peruvian holders. This summary is not intended to be a comprehensive description of all Peruvian tax considerations that may be relevant to a decision by non-Peruvian holders to make an investment in the Notes.

For purposes of this section, "non-Peruvian holder" means (i) any individual who is not domiciled in Peru; and, (ii) any legal entity incorporated outside of Peru, *provided* that it does not conduct any trade or business through a permanent establishment in Peru or hold the Notes through a Peruvian branch. A non-Peruvian individual will be deemed domiciled in Peru for tax purposes if such individual has resided or has remained in Peru for more than 183 calendar days during any 12-month period. The change on the condition of residence will be effective as of January 1 of the following calendar year.

For purposes of this section, the term "Peruvian holder" means a beneficial owner of a Note who, for Peruvian income tax purposes, is treated as a resident of Peru. A legal entity is treated as a Peruvian tax resident whether it has been incorporated in Peru, or it is deemed to be a permanent establishment in Peru of a foreign entity. An individual is deemed to be a Peruvian tax resident if such individual (i) is a Peruvian citizen and has a regular residence in Peru, or (ii) is not a Peruvian citizen but has resided in Peru for a period of at least 183 calendar days during any 12-month period.

The following considerations are general, and consequences may vary if a tax treaty signed by Peru is applicable. The tax treaties currently in force are those signed with Chile, Canada, Brazil, Portugal, Mexico, Korea, Switzerland and the Decision No. 578 applicable to countries that are members of the Andean Community (Colombia, Ecuador, Bolivia and Peru). If a non-Peruvian holder of the Notes is a resident of any of those countries, we recommend consulting an independent tax advisor.

Income tax

(a) *Payment of interest*

As: (i) the Issuer of the Notes is a company that does not qualify as an entity domiciled in Peru for purposes of the Peruvian Income Tax Law (*Ley del Impuesto a la Renta*), whose Unified Text has been approved by Supreme Decree N° 179-2004-EF, as amended, and its regulations, approved by Supreme Decree N° 122-94-EF, as amended; and, (ii) the net proceeds from the offering of the Notes will not be directly placed or economically used in Peru; interest paid on the Notes to non-Peruvian holders will not be subject to Peruvian income tax.

On the other hand, interest paid on the Notes to Peruvian holders (companies incorporated and domiciled in Peru and individuals domiciled in Peru) will be taxable income of foreign source under Peruvian Income Tax Law and its regulations. Accordingly, Peruvian holders should include such interest within their foreign source taxable income, considering that the positive balance after off-setting such taxable income against their foreign source losses (except for losses generated in a "non-cooperative", "low tax", "zero tax" or "preferential tax regime" countries or territories, as defined under Peruvian Income Tax Law and its regulations) should be incorporated within their net taxable income for purposes of their annual income tax return.

(b) *Sale of the Notes*

Proceeds received by a non-Peruvian holder on a sale, exchange or disposition of the Notes will not be subject to Peruvian income tax.

Proceeds received by Peruvian holders on a sale, exchange or disposition of the Notes, will be taxable income of foreign source under Peruvian Income Tax Law and its regulations, and Peruvian holders should include such proceeds within their foreign source taxable income, considering that the positive balance after off-setting such taxable income against their foreign source losses (except for losses generated in a "non-cooperative", "low tax", "zero tax" or "preferential tax regime" countries or territories, as defined under Peruvian Income Tax Law and its regulations), should be incorporated within their net taxable income for purposes of their annual income tax return.

(c) *Redemption of the Notes*

Any premium received by a non-Peruvian holder upon an early redemption of the Notes will not be subject to Peruvian income tax.

Any premium received by Peruvian holders upon an early redemption of the Notes, will be taxable income of foreign source under Peruvian Income Tax Law and its regulations, and Peruvian holders should include such premium within their foreign source taxable income, considering that the positive balance after off-setting such taxable income against their foreign source losses (except for losses generated in a "non-cooperative", "low tax", "zero tax" or "preferential tax regime" countries or territories, as defined under Peruvian Income Tax Law and its regulations), should be incorporated within their net taxable income for purposes of their annual income tax return.

Non-Peruvian holders of the Notes should consult an independent tax advisor regarding the specific Peruvian income tax considerations of, among others, acquiring, owning or disposing of the Notes.

Value added tax

Interests paid on the Notes are not subject to Peruvian Value added tax (*Impuesto General a las Ventas*, or "VAT").

The sale, exchange or disposition of the Notes is not subject to VAT.

Financial transaction tax

In Peru, there is a financial transactions tax or "FTT", which taxes at a rate of 0.005% any debit or credit made in an account opened with a Peruvian bank or any other financial institution, within the Peruvian Financial System or "PFS", either in Peruvian or foreign currency. Therefore, the issue price paid for the Notes deposited in a PFS bank account will be subject to FTT, as will the subsequent withdrawal of that amount. Likewise, interest and

principal paid from or deposited in a PFS bank account will also be subject to the FTT. The taxpayer of the FTT is the holder of the PFS bank account.

Poland

General information

The following is a discussion of certain Polish tax considerations relevant to an investor resident in Poland or which is otherwise subject to Polish taxation. This statement should not be deemed to be tax advice. It is based on Polish tax laws and, as its interpretation refers to the position as at the date of this Base Prospectus, it may thus be subject to change, including a change with retroactive effect. Any change may negatively affect the tax treatment, as described below. This description does not purport to be complete with respect to all tax information that may be relevant to investors due to their individual circumstances. Prospective purchasers of Notes are advised to consult their professional tax adviser regarding the tax consequences of the purchase, ownership, disposal, redemption or transfer without consideration of Notes.

The reference to "interest" as well as to any other terms in the paragraphs below means "interest" or any other term as understood in Polish tax law.

Taxation of a Polish tax resident individual

Under Art. 3.1 of the Personal Income Tax Act dated 26 July (the "**PIT Act**"), natural persons, if residing in the Republic of Poland, are liable for tax on their total income (revenue) irrespective of the location of the sources of revenue (unlimited obligation to pay tax).

Under Art. 3.1a of the PIT Act, a Polish tax resident individual is a natural person who (i) has his/her centre of personal or business interests located in Poland or (ii) stays in Poland for longer than 183 days in a year, unless any relevant tax treaty dictates otherwise.

(a) Withholding Tax on Interest Income

According to Article 30a.7 of the PIT Act, interest income, including discount, derived by a Polish tax resident individual does not cumulate with general income subject to the progressive tax rate but under Art.30a.1.2 of the PIT Act it is subject to 19% flat-rate tax.

Under Article 30a.9 of the PIT Act, withholding tax incurred outside Poland (including countries which have not concluded a tax treaty with Poland), up to an amount equal to the tax paid abroad, but not higher than 19% tax on the interest amount, could be deducted from the Polish tax liability. Particular double tax treaties can provide other methods of withholding tax settlements.

Under Article 41.4 of the PIT Act, the interest payer, other than an individual not acting within the scope of his/her business activity, should withhold the Polish 19% tax upon any interest payment.

Under Article. 41.4d of the PIT Act, the entities operating securities accounts for the individuals, acting as tax remitters, should withhold this interest income if such interest income (revenue) has been earned in the territory of Poland and is connected with securities registered in the said accounts, and the interest payment to the individual (the taxpayer) is made through said entities; this principle also applies to remitters who are payers of corporate income tax and are subject to limited tax liability in Poland, to the extent they conduct their business through a foreign establishment and it is to that establishment's operations that the securities account is linked.

There are no regulations defining in which cases income earned (revenue) by a Polish tax resident should be considered income (revenue) earned in Poland. However, it cannot be excluded that in practice the tax authorities will apply the regulations concerning non-residents. Pursuant to Art. 3.2b of the PIT Act, income (revenues) earned in the Republic of Poland by non-residents shall include in particular income (revenues) from:

1. work performed in the Republic of Poland based on a service relationship, employment relationship, outwork system and co-operative employment relationship irrespective of the place where remuneration is paid;

2. activity performed in person in the Republic of Poland irrespective of the place where remuneration is paid;
3. economic activity pursued in the Republic of Poland, including through a foreign establishment located in the Republic of Poland;
4. immovable property located in the Republic of Poland or rights to such property, including from its disposal in whole or in part, or from disposal of any rights to such property;
5. securities and derivatives other than securities, admitted to public trading in the Republic of Poland as part of the regulated stock exchange market, including those obtained from the disposal of these securities or derivatives, or the exercise of rights resulting from them;
6. the transfer of ownership of shares in a company, of all rights and obligations in a partnership without legal personality, or participation in an investment fund, a collective investment undertaking or other legal entity or receivables being a consequence of holding those shares, rights and obligations or participation – if at least 50% of the value of assets of this company, partnership, investment fund, collective investment undertaking or legal entity is constituted, directly or indirectly, by immovable properties located in the Republic of Poland, or rights to such immovable properties;
7. the receivables settled, including receivables put at disposal, paid out or deducted, by natural persons, legal persons, or organisational units without legal personality, having their place of residence, registered office, or management board in the Republic of Poland, irrespective of the place of concluding and performing the agreement; and
8. unrealised gains as referred to in the exit tax regulations.

The above list is not exhaustive; therefore, the tax authorities may also consider that income (revenues) not listed above is sourced in Poland.

Given the above, each situation should be analysed to determine whether interest earned by a Polish tax resident individual from the Notes is considered to be income sourced in Poland and whether the entity operating the securities account for the individual will withhold the tax. Since the Issuer is not a Polish entity as a rule interest from Notes should not be considered as earned in the territory of Poland, unless specific situation occurs (eg the Notes are admitted to public trading in Poland).

Although this is not clearly regulated in Polish tax law, in fact, foreign entities do not act as Polish withholding tax remitters (save when such foreign entities operate by way of a branch that constitutes a tax establishment in Poland). Therefore, it should be expected that the issuer itself or a non-Polish entity operating the securities account for the individual will not withhold the tax.

Under Art. 45.3b of the PIT Act, if the tax is not withheld, the individual is obliged to settle the tax himself/herself, and the tax should be settled by 30 April of the following year.

Separate, specific rules apply to interest income on securities held on Polish omnibus accounts (within the meaning of the provision of the Act on Trading in Financial Instruments, hereinafter **Omnibus Accounts**). Under Article 41.10 of the PIT Act, insofar as securities registered in Omnibus Accounts are concerned, the entities operating Omnibus Accounts through which the amounts due are paid are liable to withhold the flat-rate income tax on interest income. The tax is charged on the day of placing the amounts due at the disposal of the Omnibus Account holder. This rule also applies to remitters who are payers of corporate income tax and are subject to limited tax liability in Poland, to the extent they conduct their business through a foreign establishment and it is to that establishment's operations that the securities account is linked.

Pursuant to Article 30a.2a of the PIT Act, with respect to income (revenue) from interest transferred to taxpayers holding rights attached to securities registered in Omnibus Accounts whose identity has not been revealed to the tax remitter in accordance with the Act on Trading in Financial Instruments, a 19% flat-rate tax is withheld by the tax remitter (under Article. 41.10 of the PIT Act the entity operating the Omnibus Account) from the aggregate income (revenue) released for the benefit of all such taxpayers through the Omnibus Account holder.

Under Art. 45.3c of the PIT Act, taxpayers are obliged to disclose the amount of interest (discount) on securities (including the Notes referred to herein) in the annual tax return if the Notes were registered in Omnibus Account and the taxpayer's identity was not revealed to the tax remitter.

Under Art. 30a.9 of the PIT Act, withholding tax incurred outside Poland (including countries which have not concluded a tax treaty with Poland), up to an amount equal to the tax paid abroad, but not higher than 19 per cent. tax on the interest amount, could be deducted from the Polish tax liability. Double tax treaties can provide other methods of withholding tax settlements.

(a) Other income

Income other than interest derived by a Polish tax resident individual from financial instruments, such as the Notes, held as non-business assets, qualify as capital income according to Article 17 of the PIT Act. Such income does not cumulate with the general income subject to the progressive tax scale but is subject to a 19% flat-rate tax. The costs of acquiring the financial instruments are recognised at the time the revenue is achieved. If the price expressed in the contract without a valid reason significantly deviates from the market value, the amount of income is determined by the tax authority or fiscal control authority in the amount of the market value.

In principle, this income should be settled by the taxpayer by 30 April of the year following the year in which the income was earned. No tax or tax advances are withheld by the person making the payments.

(b) Notes held as business assets

If an individual holds the Notes as a business asset, in principle, interest and other income, such as income from a transfer of Notes against a consideration, should be taxed in the same way as other business income. The tax, at 19% flat rate or the 18% to 32% progressive tax rate depending on the choice and meeting of certain conditions, should be settled by the individual themselves.

Taxation of a Polish tax resident corporate income taxpayer

Under Art. 3.1 of the Corporate Income Tax Act dated 15 February 1992 (the "**CIT Act**") the entire income of taxpayers who have their registered office or management in Poland is subject to tax obligation in Poland, irrespective of where the income is earned.

The appropriate tax rate is the same as the tax rate applicable to business activity, ie 19 per cent. for a regular corporate income taxpayer or 9 per cent. for small and new taxpayers.

A Polish tax resident corporate income taxpayer is subject to income tax in respect of the securities (including any capital gains and on interest/discount) following the same principles as those which apply to any other income received from business activity within the same source of income, called capital profits (*zyski kapitałowe*). In the case of insurers, banks and some other entities (financial institutions), this revenue is included in revenues other than revenues from capital gains. As a rule, for Polish income tax purposes interest is recognised as revenue on a cash basis, i.e. when it is received and not when it has accrued. In respect of capital gains, the cost of acquiring the Notes will be recognised at the time the revenue is achieved. If the price expressed in the contract, without a valid reason, significantly deviates from the market value, the revenue amount is determined by the tax authority in the amount of the market value. The taxpayer itself (without the involvement of the tax remitter) settles tax on interest (discount) or capital gains on securities, which is aggregated with other income derived from business operations conducted by the taxpayer.

Although no Polish withholding tax should apply on interest payable to Polish corporate income taxpayers, under specific rules applying to interest income on securities held in Omnibus Accounts, under Art. 26.2a of the CIT Act, for income (revenue) from interest transferred to taxpayers holding rights attached to securities registered in Omnibus Accounts whose identity has not been revealed to the tax remitter in accordance with the Act on Trading in Financial Instruments, a 20 per cent flat-rate tax is withheld by the tax remitter from the aggregate income (revenue) released for the benefit of all such taxpayers through the Omnibus Account holder. If such tax is withheld for a Polish tax resident corporate income taxpayer, to receive a refund of such tax, the entity should contact its tax advisor.

Any withholding tax incurred outside Poland (including countries which have not concluded any tax treaty with Poland), up to an amount equal to the tax paid abroad, but not higher than the tax calculated in accordance with

the applicable domestic tax rate, can be deducted from the Polish tax liability. Double tax treaties can provide other methods of withholding tax settlements.

Notes held by a non-Polish tax resident (natural person or corporation)

Under Art. 3.2a of the PIT Act, natural persons, if they do not reside in Poland, are liable to pay tax only on income (revenue) earned in Poland (limited obligation to pay tax).

Under Art. 3.2 of the CIT Act, in the case of taxpayers who do not have their registered office or management in Poland, only the income they earn in Poland is subject to tax obligation in Poland.

Non-Polish tax resident individuals and corporate income taxpayers are subject to Polish income tax only with respect to their income earned in Poland. Under Art. 3.3 of the CIT Act, income (revenues) earned in the Republic of Poland by non-residents shall include in particular income (revenues) from:

1. all types of activity pursued in the Republic of Poland, including through a foreign establishment located in the Republic of Poland;
2. immovable property located in the Republic of Poland or rights to such property, including from its disposal in whole or in part, or from the disposal of any rights to such property;
3. securities and derivatives other than securities, admitted to public trading in the Republic of Poland as part of the regulated stock exchange market, including those obtained from the disposal of these securities or derivatives, or the exercise of rights resulting from them;
4. the transfer of ownership of shares in a company, of all rights and obligations in a partnership without legal personality, or participation in an investment fund, a collective investment undertaking or other legal entity or receivables being a consequence of holding those shares, rights and obligations or participation - if at least 50% of the value of assets of this company, partnership, investment fund, collective investment undertaking or legal entity is constituted, directly or indirectly, by immovable properties located in the Republic of Poland, or rights to such immovable properties;
5. the receivables settled, including receivables put at disposal, paid out or deducted, by natural persons, legal persons, or organisational units without legal personality, having their place of residence, registered office, or management board in the Republic of Poland, irrespective of the place of concluding or performing the agreement; and
6. unrealised gains referred to in the exit tax regulations.

Similar provisions are included in Art. 3.2b of the PIT Act.

It should be noted that the list of incomes (revenues) gained in Poland, as provided in Art. 3.3. of the CIT Act and Art. 3.2b of the PIT Act is not exhaustive, therefore, other income (revenues) may also be considered as earned in Poland.

Given the above, each situation should be analysed to determine whether interest earned by a Polish tax resident from the Notes is considered to be income sourced in Poland. However, since the issuer is not a Polish entity, income from the Notes should not be considered as earned in Poland and no Polish withholding tax should apply, unless specific circumstances occur, e.g. the Notes are admitted to public trading in Poland.

If income from the Notes is considered as sourced in Poland, the following applies:

(a) Special exemption for notes meeting special conditions

Under Art. 17.1.50c of the CIT Act, tax-free income is income earned by a CIT taxpayer subject to limited tax liability in Poland in respect of interest or a discount on notes:

- (i) having a maturity of at least one year;
- (ii) admitted to trading on a regulated market or introduced into an alternative trading system within the meaning of the Act of 29 July 2005 on Trading in Financial Instruments, in the territory of Poland or in the territory of a state that is a party to a double tax convention concluded with Poland which regulates the taxation of income from dividends, interest and royalties;

unless the taxpayer is an affiliate, within the meaning of the transfer pricing law, of the issuer of such notes, and holds, directly or indirectly, together with other affiliates within the meaning of those regulations, more than 10% of the nominal value of those notes.

Under Art. 26.1aa-1ac of the CIT Act, remitters are not obliged to withhold tax on interest or discount in respect of the notes meeting the above requirements, provided that the issuer submits to the tax authority a declaration that it has acted with due diligence in informing affiliates, within the meaning of the transfer pricing provisions, about the exemption conditions applying to those affiliates. The declaration is made once in relation to a given issue of notes, not later than the date of the payment of interest or discount on the notes.

Analogous provisions apply to personal income tax (Art. 21.1.130c and Art. 41.24-26 of the PIT Act).

(b) Failure to meet the conditions for a special exemption

In the absence of the exemption referred to above, the following rules apply.

In the case of taxpayers subject to limited tax liability in Poland, the interest (discount) on the Notes earned in the Polish territory is taxed as a general rule at a flat rate of 20 per cent. in the case of corporate income tax payers (Art. 21.1.1 of the CIT Act) or 19 per cent. in the case of natural persons (Art. 30a.1.2 of the PIT Act). Under Art. 26.1 of the CIT Act, interest payers, other than individuals not acting within the scope of their business activity, should withhold this tax and a similar provisions are provided in Art. 41.4 of the PIT Act.

Under Art. 26.2c.1 of the CIT Act, the entities operating securities accounts and Omnibus Accounts for taxpayers, acting as tax remitters, should withhold this interest income if such interest income (revenue) was earned in Poland and is connected with securities registered in said accounts, and the interest payment to the taxpayer is made through said entities. Although it is considered that foreign entities do not act as Polish tax remitters, according to the discussed provision, this obligation applies to non-residents to the extent they operate a permanent establishment in Poland and the account, on which securities are registered, is linked to the activity of this permanent establishment. Similar provisions concerning interest payments to individuals are provided in Art. 41.4d of the PIT Act.

The described rules of taxation may be modified by the relevant provisions of double tax treaties concluded by Poland, based on which a reduced tax rate or income tax exemption may apply to income (revenue) obtained from interest/discount (Art. 21.2 of the CIT Act, Art. 30a.2 of the PIT Act). To benefit from the tax rate or income tax exemption under the tax treaty, the taxpayer should present a valid certificate of its tax residence. As a rule, the tax residence certificate is considered valid for twelve consecutive months from its date of issue.

Moreover, many tax treaties provide protection only for beneficial owners. Pursuant to Art. 4a.29 of the CIT Act and, respectively, Art. 5a.33d of the PIT Act, beneficial owner means an entity meeting all of the following conditions:

- (i) it receives the amount due for its own benefit, which includes deciding independently about its purpose, and bears the economic risk associated with the loss of that receivable or part of it;
- (ii) it is not an intermediary, representative, trustee, or another entity legally or actually obliged to transfer the receivable in whole or in part to another entity; and
- (iii) it conducts real business activity in the country of its registration, if the receivables are obtained in connection with the conducted business activity.

The majority of double tax treaties concluded by Poland provide for an exemption from income tax on capital gains, including income from the sale of notes obtained in Poland by a tax resident of a given country.

Separate, specific rules apply to interest income on securities held in Omnibus Accounts. In cases where Polish withholding tax should not apply on interest payable to non-Polish tax residents (natural persons or corporate income taxpayers), under specific rules applicable to interest income on securities held in Omnibus Accounts there is a risk that such tax would be withheld. Under Art. 26.2a of the CIT Act, with respect to income (revenue) from interest transferred to taxpayers holding rights attached to securities

registered in Omnibus Accounts whose identity has not been revealed to the tax remitter in accordance with the Act on Trading in Financial Instruments, a 20% flat-rate tax is withheld by the tax remitter from the aggregate income (revenue) released for the benefit of all such taxpayers through the Omnibus Account holder. Under Art. 30a.2a of the PIT Act, with respect to income (revenue) from interest transferred to taxpayers holding rights attached to securities registered in Omnibus Accounts whose identity has not been revealed to the tax remitter in accordance with the Act on Trading in Financial Instruments, a 19% flat-rate tax is withheld by the tax remitter from the aggregate income (revenue) released for the benefit of all such taxpayers through the Omnibus Account holder. If such tax is withheld for non-Polish tax resident taxpayers, to receive a refund of such tax, the entity should contact its tax advisor regarding a refund of such tax.

If a foreign recipient of income acts through a permanent establishment in Poland, as a matter of principle it should be treated in the same manner as a Polish tax resident, with some necessary additional requirements (eg the requirement to present the interest payer with a certificate of tax residence along with a declaration that the interest is related to the establishment's activities).

(c) Special provisions on withholding tax on large payments.

Under Art. 26.2e of the CIT Act, if the total amount paid out on account of the items listed in Art. 21.1 of the CIT Act (including interest on notes) and Art. 22.1 of the CIT Act to the same taxpayer exceeds PLN 2,000,000 in the tax year of the payer, payers are, as a general rule, required to withhold, on the day of payment, a flat-rate income tax at the basic rate (20 per cent. in the case of interest/discount on notes) from the excess over that amount, without being able not to withhold that tax on the basis of an appropriate double tax treaty, and also without taking into account exemptions or rates resulting from special regulations or double tax treaties (hereinafter the Obligation to Withhold Tax).

Under Art. 26.2i and 26.2j of the CIT Act, if the payer's tax year is longer or shorter than 12 months, the amount to which the Obligation to Withhold Tax applies is calculated by multiplying 1/12 of PLN 2,000,000 and the number of months that have begun in the tax year in which the payment was made; if the calculation of that amount is not possible by reference to the payer's tax year, the Obligation to Withhold Tax shall apply accordingly to the payer's current financial year and, in its absence, with respect to the payer's other period with features specific to the financial year, not longer however than 23 consecutive months.

Under Art. 26.2k of the CIT Act, if the payment was made in a foreign currency, to determine whether the amount to which the Obligation to Withhold Tax applies was exceeded, the amounts paid are converted into PLN at the average exchange rate published by the National Bank of Poland on the last business day preceding the payment day.

Under Art. 26.2l of the CIT Act, if it is not possible to determine the amount paid to the same taxpayer, it is presumed that it exceeded the amount from which the Obligation to Withhold Tax applies.

Under Art. 26.7a of the CIT Act, the Obligation to Withhold Tax does not apply if the payer has declared that:

- (i) it holds the documents required by the tax law for the application of the tax rate or tax exemption or non-taxation under special regulations or double tax treaties;
- (ii) after the verification of the conditions to apply an exemption or reduced withholding tax rate resulting from special regulations or double tax treaties, it is not aware of any grounds for the assumption that there are circumstances that exclude the possibility of applying the tax rate or tax exemption or non-taxation under special regulations or double tax treaties, in particular it is not aware of the existence of circumstances preventing the fulfilment of certain conditions referred to in other regulations, including the fact that the interest recipient is their beneficial owner and, if the interest is obtained in connection with the business activity conducted by the taxpayer, that in the country of tax residence the taxpayer carries on the actual business activity.

The above is to be declared by the head of the unit within the meaning of the Accounting Act (eg the Issuer's management board), specifying his/her position. The declaration cannot be made by proxy. The declaration is to be made by in electronic form not later than the payment day (Art. 26.7b and 26.7c of the CIT Act).

In the case of withholding tax as a result of the Obligation to Withhold Tax, if double tax treaties or special regulations provide for a tax exemption or reduced tax rate, the taxpayer or tax remitter (if the taxpayer has paid tax with its own funds and has borne the economic burden of such tax, eg as a result of a gross-up clause) may apply for a refund of that tax by submitting the relevant documents and declarations. When recognizing that the refund is justified, the tax authorities shall carry it out within six months.

Pursuant to the Regulation of the Minister of Finance dated 31 December 2018 regarding the exclusion or limited application of Art. 26.2e of the CIT Act (the Regulation), the application of the Obligation to Withhold Tax is excluded inter alia in relation to the following interest payments:

- (i) to central banks not having their registered office or management in the territory of the Republic of Poland, obtained from interest on treasury bonds issued by the State Treasury on the domestic market and acquired from 7 November 2015;
- (ii) to economic units established by a state administration body jointly with other States under an agreement or contract, unless those agreements or contracts provide otherwise;
- (iii) to international organizations of which the Republic of Poland is a member;
- (iv) to entities with which the Republic of Poland has concluded cooperation agreements, if they have been exempted from corporate income tax on the receivables in question; and
- (v) to entities exempt from corporate income tax, provided that their name is indicated in double tax treaties to which the Republic of Poland is a party.

In addition, until 30 June 2020, the Obligation to Withhold Tax is excluded in respect of interest/discount on notes for taxpayers having their registered office or management in the territory of a state being a party to a double tax treaty with the Republic of Poland which regulates the taxation of income from dividends, interest and royalties, if there is a legal basis for exchanging tax information with the state of the taxpayer's registered office or management.

It should be noted that payments made in 2020, but before 30 June 2020, that are excluded from the Obligation to Withhold Tax under the Regulation, will be included in the above-mentioned limit from which the Obligation to Withhold Tax applies, in relation to payments made after 30 June 2020.

The Obligation to Withhold Tax does not apply in the case of the special exemption applicable to Notes meeting certain conditions referred to in the section Special exemption for Notes meeting special conditions above, provided that the Issuer submits to the tax authority a declaration that the Issuer has observed due diligence in informing its affiliates, within the meaning of the provisions on transfer pricing, about the terms of that exemption in relation to those affiliates. The declaration is made once in relation to a given issue of Notes, by no later than the date of the payment of interest on the Notes.

Analogous provisions apply to personal income tax, including Art. 41.12 of the PIT Act which provides for an analogous tax withholding obligation, while the Regulation of the Minister of Finance of 31 December 2018 regarding the exclusion or limited application of Art. 41.12 of the PIT Act is the equivalent of the Regulation.

Portugal

General

The following is a general summary of the Issuers' understanding of current law and practice in Portugal as in effect as at the date of this Base Prospectus in relation to certain current relevant aspects of the Notes to Portuguese taxation and is subject to changes in such laws, including changes that could have a retroactive effect. The following summary is intended as a general guide only and is not exhaustive. It is not intended to be, nor should it be considered to be, legal or tax advice to any beneficial owner of the Notes. It does not take into account or discuss the tax laws of any country other than Portugal and relates only to the position of persons who are the absolute beneficial owners of the Notes. Prospective investors are advised to consult their own tax advisers as to the Portuguese or other tax consequences resulting from the purchase, ownership and disposition of the Notes, including the effect of any state or local taxes, under the tax laws of Portugal and each country where they are resident, or are deemed to be resident.

The reference to "**interest**", "**other investment income**" and "**capital gains**" in the paragraphs below means "**interest**", "**other investment income**" and "**capital gains**" as understood in Portuguese tax law. The statements below do not take into account any different definitions of "**interest**", "**other investment income**" or "**capital gains**" which may prevail under any other law or which may be created by the terms and conditions of the Notes or any related documentation.

There is neither wealth nor estate tax in Portugal.

Payments made by the Issuer of interest, other investment income or principal on Notes issued by it to an individual or legal person non-resident in Portugal for tax purposes without a permanent establishment to which such income may be attributable are not subject to Portuguese income tax.

Capital gains obtained on the transfer of Notes by an individual or a legal person who is neither resident nor engaged in business through a permanent establishment in Portugal to which that gain is attributable are not subject to Portuguese income tax.

Portuguese resident individuals

Interest and other investment income obtained by Portuguese resident individuals on the Notes are subject to individual income tax. If the payment of interest or other types of investment income is made available to Portuguese resident individuals through a Portuguese resident entity or a Portuguese branch of a non-resident entity, withholding tax applies at a rate of 28 per cent., which is the final tax on that income unless the individual elects to aggregate it to his taxable income, subject it to tax at progressive rates varying from 14.5 per cent. up to 48 per cent. In the latter circumstance, a solidarity surcharge is due on the part of the taxable income exceeding €80,000 as follows: (i) 2.5 per cent. on the part of the taxable income exceeding €80,000 up to €250,000 and (ii) 5 per cent. on the taxable income exceeding €250,000 (if any). Also, in case the individual elected to aggregate the interest and other investment income, the tax withheld is deemed a payment on account of the final tax due. Interest and other investment income paid or made available (*colocado à disposição*) to accounts in the name of one or more accountholders acting on behalf of undisclosed entities is subject to a final withholding tax at a rate of 35 per cent., unless the beneficial owner of the income is disclosed, in which case the general rules will apply. If the interest and other investment income on the Notes is not received through an entity located in Portugal, it is not subject to Portuguese withholding tax, but an autonomous taxation rate of 28 per cent. will apply unless an option for aggregation is made, subject to the aforementioned progressive tax rates and a solidarity surcharge.

Gains obtained with the repayment of the Notes are classified as capital gains for Portuguese tax purposes.

Capital gains obtained by Portuguese resident individuals on the repayment or transfer of the Notes are taxed at a rate of 28 per cent. levied on the positive difference between the capital gains and capital losses realised on the transfer of securities and derivatives of each year, which is the final tax on that income, unless the individual elects to aggregate it to his taxable income, subjecting it to tax at progressive rates of up to 48 per cent. In the latter circumstance, a solidarity surcharge is due on the part of the taxable income exceeding €80,000 as follows: (i) 2.5 per cent. on the part of the taxable income exceeding €80,000 and up to €250,000 and (ii) 5 per cent. on the taxable income exceeding €250,000 (if any). Accrued interest qualifies as interest for tax purposes.

Portuguese resident legal entities or legal entities not resident in Portugal but with a permanent establishment herein

Interest and other investment income derived from the Notes and capital gains obtained with the transfer of the Notes by legal persons resident for tax purposes in Portugal and by non-resident legal persons with a permanent establishment in Portugal to which the income or gains are attributable are included in their taxable profits and are subject to Corporate Income Tax at a 21 per cent. tax rate (a 17 per cent. rate is applicable to the first €25,000 of taxable income obtained by small and medium sized companies, as defined in the annex of Decree-Law no. 372/2007, of 6 November), to which a municipal surcharge (*derrama municipal*) of up to 1.5 per cent. of their taxable income may be added. A state surcharge (*derrama estadual*) also applies at 3 per cent. on taxable profits in excess of €1,500,000 and up to €7,500,000, 5 per cent. on taxable profits in excess of €7,500,000 and up to €35,000,000, and 9 per cent. on taxable profits in excess of €35,000,000.

The acquisition of Notes through gift or inheritance by a Portuguese resident legal person or non-resident legal person acting through a Portuguese permanent establishment is subject to Corporate Income Tax at a 21 per cent. tax rate (a 17 per cent. rate is applicable to the first EUR 25,000 of taxable income obtained by small and medium sized companies, as defined in the annex of Decree-Law no. 372/2007, of 6 November), to which a municipal surcharge (*derrama municipal*) of up to 1.5 per cent. of their taxable income may be added. A state surcharge

(*derrama estadual*) also applies at 3 per cent. on taxable profits in excess of €1,500,000 and up to €7,500,000, 5 per cent. on taxable profits in excess of €7,500,000 and up to €35,000,000, and 9 per cent. on taxable profits in excess of €35,000,000.

Interest and other investment income paid or made available (*colocado à disposição*) to accounts in the name of one or more account holders acting on behalf of undisclosed entities is subject to a final withholding tax at 35 per cent. unless the beneficial owner of the income is disclosed, in which case the general rules will apply.

Administrative cooperation in the field of taxation

The Council Directive 2014/107/EU of 9 December 2014 regarding the mandatory automatic exchange of information in the field of taxation was transposed into the Portuguese Law through the Decree-Law no. 64/2016, of 11 October. Under such law, the Issuer will be required to collect information regarding certain accountholders and report such information to Portuguese Tax Authorities – which, in turn, will report such information to the relevant Tax Authorities of EU Member States or third States which have signed the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information for the Common Reporting Standard.

Under Council Directive 2014/107/EU, of 9 December 2014, financial institutions are required to report to the tax authorities of their respective Member State (for the exchange of information with the state of residence) information regarding bank accounts, including custodial accounts, held by individual persons residing in a different Member State or entities which are controlled by one or more individual persons residing in a different Member State, after having applied the due diligence rules foreseen in the Directive. The information refers to the account balance at the end of the calendar year, income paid or credited in the account and the proceeds from the sale or redemption of the financial assets paid or credited in the account during the calendar year to which the financial institution acted as custodian, broker, nominee, or otherwise as an agent for the account holder, among others. In view of the regime enacted by Decree-Law no. 64/2016, of 11 October, which has been amended through Law no. 98/2017, of 24 August, and Law no. 17/2019, of 14 February, all information regarding the registration of the financial institution, the procedures to comply with the reporting obligations arising thereof and the applicable forms were approved by Ministerial Order (Portaria) no. 302-B/2016, of 2 December 2016, Ministerial Order (Portaria) no. 302-C/2016, of 2 December 2016, Ministerial Order (Portaria) no. 302-D/2016, of 2 December 2016, and Ministerial Order (Portaria) no. 302-E/2016, of 2 December 2016, all as amended from time to time.

Foreign Account Tax Compliance Act – Portugal

The United States has reached a Model 1 intergovernmental agreement with Portugal, signed on 6 August 2015 and ratified by Portugal on 5 August 2016 and which has entered into force on 10 August 2016. Portugal has implemented, through Law 82-B/2014, of 31 December, the legal framework based on reciprocal exchange of information on financial accounts subject to disclosure in order to comply with FATCA. Through Decree-Law no. 64/2016, of 11 October amended through Law no. 98/2017, of 24 August, and Ministerial Order (Portaria) no. 302-A/2016, of 2 December 2016, as amended, the Portuguese government approved the complementary regulation required to comply with FATCA. Under the referred legislation the Issuer is required to obtain information regarding certain accountholders and report such information to the Portuguese Tax Authorities, which, in turn, will report such information to the United States Internal Revenue Service.

Singapore

The statements made below are of a general nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines issued by the Monetary Authority of Singapore ("**MAS**") in force as of the date of this Base Prospectus and are subject to any changes in such laws or administrative guidelines, or the interpretation of those laws or guidelines, occurring after such date, which changes could be made on a retroactive basis.

Neither these statements nor any other statements in this Prospectus are intended or are to be regarded as advice on the tax position of any Noteholder or of any person acquiring, selling or otherwise dealing in the Notes or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes. The statements do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and there may be additional taxation issues arising from particular types of Notes which have not been addressed in the statements. The statements also do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as

dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive tax incentive(s)) may be subject to special rules or tax rates. The statements also do not consider any specific facts or circumstances that may apply to any particular purchaser. Prospective purchasers of Notes should consult their own professional advisers regarding their respective tax positions or any tax implications of the purchase, ownership or transfer of Notes.

General

A company is tax resident in Singapore if the control and management of its business is exercised in Singapore. An individual is tax resident in Singapore in a year of assessment if, in the preceding year, he was physically present in Singapore or exercised an employment in Singapore (other than as a director of a company) for 183 days or more, or if he resides in Singapore.

Corporate taxpayers who are Singapore tax residents are subject to Singapore income tax on income accrued in or derived from Singapore and, subject to certain exceptions, on foreign-sourced income received or deemed to be received in Singapore from outside Singapore.

However, foreign-sourced income in the form of, amongst certain other things, dividends received or deemed to be received in Singapore by Singapore tax residents will be exempt from income tax if certain prescribed conditions are met. The conditions for the exemption of foreign-sourced dividends include that the recipient must receive such income directly from a jurisdiction with a headline (or highest published) corporate rate of income tax on gains or profits from a trade or business of at least 15 per cent. and the foreign-sourced dividends (or the underlying income out of which the dividends were paid) must have been subject to tax in the foreign jurisdiction.

Certain concessions and clarifications have also been announced by the Inland Revenue Authority of Singapore ("IRAS") with respect to the above conditions.

Non-resident corporate taxpayers are subject to income tax on income accrued in or derived from Singapore, and on foreign-sourced income received in Singapore, subject to certain exceptions.

The corporate tax rate in Singapore is currently 17 per cent.. Certain exemptions or reductions in tax rate apply (a) to the first S\$300,000 in chargeable income for the years of assessment 2008 to 2019 (both years inclusive) and (b) to the first S\$200,000 in chargeable income, with effect from the year of assessment 2020. It was announced in the Singapore Budget Statement 2020 that companies will receive a corporate income tax rebate of 25 per cent. of the tax payable, capped at S\$15,000, for the year of assessment 2020. The rebate will not apply to income derived by a non-resident company that is subject to the final withholding tax rate.

Individual taxpayers who are Singapore tax residents are subject to Singapore income tax on income accrued in or derived from Singapore except for certain specified investment income.

All foreign-sourced income received (except for income received through a partnership in Singapore) in Singapore by Singapore tax resident individuals will be exempt from income tax if the Comptroller is satisfied that the tax exemption would be beneficial to the individual.

Non-resident individuals, subject to certain exceptions, are subject to income tax on income accrued in or derived from Singapore.

The rate of tax for Singapore resident individuals is tiered, subject to a maximum rate of 22 per cent.. Non-Singapore resident individuals are generally subject to tax at a rate equivalent to the top individual marginal tax rate, subject to certain exceptions.

Dividends paid by Singapore tax resident companies

All Singapore-resident companies are under the one-tier corporate tax system. Under this system, the tax on corporate profits is final and dividends paid by a Singapore resident company will be tax exempt in Singapore in the hands of a shareholder, regardless of whether the shareholder is a company or an individual and whether or not the shareholder is a Singapore tax resident.

Interest and Other Payments on the Notes

Subject to the following paragraphs, under section 12(6) of the Income Tax Act, Chapter 134 of Singapore (the "ITA"), the following payments are deemed to be derived from Singapore:

- (a) any interest, commissions, fees or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore) or (ii) deductible against any income accruing in or derived from Singapore; or
- (b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15 per cent. final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17 per cent.. The applicable rate for non-resident individuals is currently 22 per cent.. However, if the payment is derived by a person not resident in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15 per cent. The rate of 15 per cent. may be reduced by applicable tax treaties.

However, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including:

- (a) interest from debt securities;
- (b) discount income (not including discount income arising from secondary trading) from debt securities; and
- (c) prepayment fee, redemption premium and break cost from debt securities,

except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession.

Exemption from Withholding Tax for payments made by Licensed Banks etc.

Payments falling within Section 12(6) of the ITA and made by (amongst certain other persons) licensed banks in Singapore to persons who are non-Singapore tax-residents (other than permanent establishments in Singapore):

- (a) between 1 April, 2011 and 31 March, 2021; or
- (b) on a contract which takes effect between 1 April, 2011 and 31 March, 2021,

will be exempt from tax, provided the payments are made for the purposes of the licensed bank's business in Singapore and the payments do not arise from a transaction to which the general anti-avoidance provisions in Section 33 of the ITA applies.

With effect from 17 February, 2012, (amongst certain other persons) licensed banks are no longer required to withhold tax on payments falling within Section 12(6) of the ITA which they are liable to make to permanent establishments in Singapore of a non-resident person:

- (a) between 17 February, 2012 and 31 March, 2021 on contracts that take effect before 17 February, 2012; and
- (b) on or after 17 February, 2012 on contracts that take effect between 17 February, 2012 to 31 March, 2021.

With effect from 21 February, 2014, the expiry date of 31 March, 2021 referred to in the immediately preceding paragraph does not apply to payments to Singapore branches of non-resident persons as the requirement to withhold tax from payments to Singapore branches has been lifted.

Notwithstanding the preceding paragraph, permanent establishments in Singapore of a non-resident person are required to declare such payments in their annual income tax returns and will be assessed to tax on such payments (unless specifically exempt from tax).

Qualifying Debt Securities Scheme

In addition, if more than half of the nominal amount of a tranche of Notes issued as debt securities under the Programme during the period from the date of this Prospectus to 31 December 2023 are distributed by financial institutions who have been awarded "Financial Sector Incentive (Bond Market) Company", "Financial Sector Incentive (Standard Tier) Company" or "Financial Sector Incentive (Capital Market) Company" status by the Minister for Finance of Singapore or such person as he may appoint and such tranche of Notes are debt securities issued on or after 1 January 2014 and on or before 31 December 2023 (hereinafter called "**Relevant Notes**"), such Relevant Notes would be "qualifying debt securities" for the purposes of the ITA, to which the following treatments shall apply:

- (i) (in a case where payments on the Relevant Notes falls within Section 12(6) of the ITA) subject to certain conditions having been fulfilled (including the furnishing of a return on debt securities to the MAS for the Relevant Notes within such period as may be specified and the inclusion by the relevant Issuer in all offering documents relating to the Relevant Notes of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption shall not apply if the non-resident person acquires the Relevant Notes using funds from that person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the "**Qualifying Income**") from the Relevant Notes, derived by a Noteholder who is not resident in Singapore and (A) who does not have any permanent establishment in Singapore, or (B) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Notes are not obtained from the operation of the Singapore permanent establishment, are exempt from Singapore tax;
- (ii) subject to certain conditions having been fulfilled (including the furnishing of a return on debt securities to the MAS for the Relevant Notes within such period as may be specified), Qualifying Income from the Relevant Notes derived by any company in Singapore or body of persons (as defined in the ITA) (other than a person which holds the relevant Financial Sector Incentive award(s) and which is subject to different tax rates) in Singapore is subject to tax at a concessionary rate of 10%; and
- (iii) (in a case where payments on the Relevant Notes falls within Section 12(6) of the ITA) subject to:
 - (1) the relevant Issuer including in all offering documents relating to the Relevant Notes a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Relevant Notes is not exempt from tax shall declare and include such income in a return of income made under the ITA; and
 - (2) the furnishing to the MAS of a return on debt securities for the Relevant Notes within such period as may be specified.

Qualifying Income derived from the Relevant Notes is not subject to withholding of tax by the relevant Issuer.

However, notwithstanding the foregoing:

- (a) if during the primary launch of any tranche of Relevant Notes, such Relevant Notes are issued to fewer than four persons and 50% or more of the issue of such Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the relevant Issuer, such Relevant Notes would not qualify as "qualifying debt securities"; and
- (b) even though a particular tranche of Relevant Notes may qualify as "qualifying debt securities", if, at any time during the tenure of such tranche of Relevant Notes, 50% or more of the issue of such Relevant Notes is held beneficially or funded, directly or indirectly, by any related party(ies) of the relevant Issuer, Qualifying Income derived by:
 - (1) any related party of the relevant Issuer; or
 - (2) any other person where the funds used by such person to acquire such Relevant Notes are obtained, directly or indirectly, from any related party of the relevant Issuer,

shall not be eligible for the tax exemption or the concessionary rate of tax described in the immediately preceding paragraphs.

The term "**related party**", in relation to a person, means any other person who, directly or indirectly, controls that person, or is controlled, directly or indirectly, by that person, or where he and that other person, directly or indirectly, are under the control of a common person.

The terms "break cost", "prepayment fee" and "redemption premium" are defined in the ITA as follows:

- (a) "**break cost**", in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption;
- (b) "**prepayment fee**", in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities; and
- (c) "**redemption premium**", in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity.

References to "break cost", "prepayment fee" and "redemption premium" in this Singapore tax disclosure have their same meaning as in the ITA.

Notwithstanding that the relevant Issuer is permitted to make payments of interest, discount income, prepayment fee, redemption premium and break cost in respect of the Relevant Notes without deduction or withholding of tax under Sections 45 and 45A of the ITA, any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Relevant Notes is not exempt from tax is required to declare and include such income in a return of income made under the ITA.

Capital Gains

There is no capital gains tax in Singapore. Any gains considered to be in the nature of capital made from the sale of the Notes will not be taxable in Singapore. However, any gains from the sale of Notes which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

Holders of the Notes who apply or are required to apply Singapore Financial Reporting Standard 39 - Financial Instruments: Recognition and Measurement ("**FRS 39**"), Singapore Financial Reporting Standard 109 ("**FRS 109**") or Singapore Financial Reporting Standard (International) 9 (Financial Instruments) ("**SFRS(I) 9**") (as the case may be) may for Singapore income tax purposes be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Notes, irrespective of disposal, in accordance with FRS 39, FRS 109 or SFRS(I) 9 (as the case may be). Please see the section below on "*Adoption of FRS 39, FRS 109 or SFRS(I) 9 treatment for Singapore income tax purposes*".

Adoption of FRS 39, FRS 109 or SFRS(I) 9 treatment for Singapore income tax purposes

Subject to certain "opt-out" provisions, Section 34A of the ITA requires taxpayers who adopt or are required to adopt FRS 39 for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 39, subject to certain exceptions provided in that section. The IRAS has also issued a circular entitled "Income Tax Implications Arising from the Adoption of FRS 39 – Financial Instruments: Recognition and Measurement" to provide guidance on the Singapore income tax treatment of financial instruments.

FRS 109 or SFRS(I) 9 (as the case may be) is mandatorily effective for annual periods beginning on or after 1 January, 2018, replacing FRS 39. Section 34AA of the ITA requires taxpayers who adopt or who are required to adopt FRS 109 or SFRS(I) 9 for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions provided in that section. The IRAS has also issued a circular entitled "Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments".

Holders of the Notes who may be subject to the tax treatment under the FRS 39 tax regime, FRS 109 tax regime or the SFRS(I) 9 tax regime should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Notes.

Special tax rules for Notes which constitute negotiable certificates of deposit

Notwithstanding the paragraphs above, under Section 10(12) of the ITA, where a person derives interest from a negotiable certificate of deposit or derives gains or profits from the sale thereof, his income shall be treated as follows:

- (a) in the case of a financial institution, the interest and the gains or profits shall be deemed to be income from a trade or business under Section 10(1)(a) of the ITA;
- (b) in any other case, the interest and the gains or profits shall be deemed to be income from interest under Section 10(1)(d) of the ITA subject to the following provisions:
 - (1) if the interest is received by a subsequent holder of a certificate of deposit the income derived from such interest shall exclude the amount by which the purchase price exceeds the issued price of the certificate, except where that amount has been excluded in the computation of any previous interest derived by him in respect of that certificate; and
 - (2) where a subsequent holder sells a certificate after receiving interest therefrom the gains or profits shall be deemed to be the amount by which the sale price exceeds the issued price or the purchase price, whichever is the lower; and
- (c) for the purposes of paragraph (b) above, where a subsequent holder purchases a certificate at a price which is less than the issued price and holds the certificate until its maturity, the amount by which the issued price exceeds the purchase price shall be deemed to be interest derived by him.

Holders should consult their own professional tax advisers regarding the application of Section 10(12) of the ITA to the Singapore income tax consequences of their acquisition, holding or disposal of any negotiable certificates of deposit.

Goods and Services Tax

Under the Goods and Services Tax Act, Chapter 117A of Singapore ("**GST Act**"), the following are examples of exempt supplies not subject to Goods and Services Tax ("**GST**") under the Fourth Schedule to the GST Act:

- (a) the exchange of currency (whether effected by exchange of bank notes, currency notes or coin, by crediting or debiting accounts, or otherwise) other than the supply of a note or a coin as a collector's item, investment article or item of numismatic interest;
- (b) the issue, allotment or transfer of ownership of an equity security (i.e. any interest in or right to a share in the capital of a body corporate or any option to acquire any such interest or right);
- (c) the issue, allotment, transfer of ownership, drawing, acceptance or endorsements of a debt security (i.e. any interest in or right to be paid money that is, or is to be, owing by any person or any option to acquire any such interest or right but excludes a contract of insurance and an estate or interest in land, other than an estate or interest as mortgagee or chargeholder);
- (d) the provision of any loan, advance or credit;
- (e) the renewal or variation of an equity security or debt security or contract for the provision of any loan, advance or credit; or the provision or assignment of a derivative (i.e. a financial instrument that derives its value from an underlying financial asset, including options, swaps and credit default swaps) that does not lead to any delivery of goods or supply of any taxable services.

Holders of the Notes should, however, consult their own professional tax advisers regarding the Singapore GST consequences of their acquisition, holding, conversion or disposal of the Notes.

Stamp Duty

Stamp duty is generally not imposed on the issue or redemption for cash of Notes. Where an instrument of transfer of stocks or shares (including funded debt) is executed in Singapore, or is executed outside Singapore but is brought into Singapore, the transfer instrument would be subject to stamp duty of up to 0.2% of the amount or value of the consideration, or the value of the stocks or shares sold or transferred, whichever is higher. Transfers of securities on a scripless basis through the Central Depository (Pte) Limited are not subject to stamp duty. Transfers of stocks or shares by way of sale or gift of any stock issued by a company, corporation or body of persons incorporated, formed or established outside Singapore (other than stock registered in register kept in Singapore) are also exempt from stamp duty. Special rules apply to certain contracts or agreements for the sale of, or instruments of transfer of, equity interests in entities whose assets include significant Singapore residential property interests. A detailed description of these rules is beyond the scope of this tax section.

Prospective investors should consult their own professional advisers in respect of the Singapore stamp duty treatment of the issue, transfer or settlement of Notes, particularly where the Notes are capable of settlement by physical delivery. Any stamp duty payable on the issuance of a series of Exempt Notes will be specified in the applicable Pricing Supplement.

Estate Duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February, 2008.

Taxation in Switzerland

The following summary does not purport to be a comprehensive description of all Swiss tax considerations that may be relevant to a decision to purchase, own or dispose of the Notes and, in particular, does not consider specific facts or circumstances that may apply to a particular purchaser. It is for general information only and does not discuss all tax consequences of an investment in Notes under the tax laws of Switzerland. This summary is based on the tax laws of Switzerland currently in force and as applied on the date of this Base Prospectus which are subject to changes (or changes in interpretation) which may have retroactive effect. Prospective purchasers are advised to consult their own tax advisers as to the tax consequences of the purchase, ownership and disposition of Notes in the light of their particular circumstances.

Swiss Income Tax

Swiss Resident Noteholders

Swiss residents receiving periodic interest payments during the investment or at redemption as one-time-interest generally must include these interest payments in their financial statements and/or in their income tax returns and owe individual income tax or corporate income tax on the relevant amounts.

Notes which are not straight debt instruments but have components of debt instruments and derivatives intertwined generally qualify as combined instruments. The tax treatment of such Notes depends on whether the Notes are considered as transparent or not for Swiss income tax purposes.

If the Note is considered as not transparent for Swiss income tax purposes, any amount received by the Noteholder (upon sale, laps, exercise or redemption) in excess of the amount invested (at issue or upon purchase) is treated as taxable income in the hands of the Noteholder if the Note qualifies as a note with predominant one-time interest payment. If the Note does not qualify as a note with predominant one-time interest payment, the Noteholder is subject to tax on the periodic interest payments and (at redemption) on the difference between initial issuance price and the redemption price. For the purpose of determining whether the Note is a note with predominant one-time interest payment the difference between initial issuance price and the redemption price is treated as one-time interest.

If the Note is considered as transparent for Swiss income tax purposes, it will be split notionally in a debt instrument and a derivative instrument component. Gains or losses on the derivative instrument component are treated as capital gains or losses (see below). Interest payments received during the investment, at laps or exercise or at redemption as one-time interest related to the debt instrument component are treated as taxable income in the hands of the Noteholder. Such a treatment is also applicable for the purpose of determining whether the Note is a note with predominant one-time interest payment.

The Note is generally considered as transparent if the debt and the derivative components are traded separately or if the different elements of the Note (such as the guaranteed redemption amount, the issuance price of the debt component, the interest rates determining the issuance price of the debt component) are separately stated in the sales documentation as well as in the offering prospectus and if each one of such components is separately evaluated. Such evaluation has to be performed through calculations of financial mathematics determining the intrinsic value of the debt instrument and the derivative instrument components contained in the Note. In particular, the calculations have to determine the notional issuance price of the debt instrument, based on the interest rate taken into account by the issuer which has to be at market value. The Swiss Federal Tax Administration has to approve such calculations. Such calculations have to be reviewed on a quarterly basis in order to take into account the evolution of the interest rates. If the tax authorities are not provided with sufficient information the Notes can be treated as not transparent. Products with prevalent structures but for which the issuer does not provide the information allowing to distinguish the different elements of a product as described above are made transparent in retrospect by the tax authorities, banks or other channels of distribution if the following requirements are fulfilled: (a) the issuer of the product must have at least a single-A-rating; and (b) the product at hand has to be admitted to official quotation at the commercial exchange market or, at least, a market maker has to insure liquid trading of the product at hand. Liquid trading by a market maker is a condition that the key data of the product can be used as credible basis of calculation.

Notes which are linked to underlying assets, such as bonds, shares, or baskets of such assets may also be treated, under certain circumstances, as direct investments in bonds, shares or in an investment fund. Notes linked to a basket of investment funds may be treated as an investment in an investment fund.

Notes in the form of reverse convertibles linked to shares, precious metals and commodities with no guaranteed payments and a duration of less than or equal to one year may be treated as straight derivatives.

Non-Swiss Resident Noteholders

Under present Swiss tax law, a Noteholder who is a non-resident of Switzerland and who, during the taxable year has not engaged in trade or business through a permanent establishment or a fixed place of business within Switzerland and who is not subject to taxation in Switzerland for any other reason, will not be subject to any Swiss federal, cantonal or municipal income tax on interest of the Notes.

Capital Gains

Swiss Resident Private Noteholders

Swiss resident Noteholders who do not qualify as so-called professional securities dealer for income tax purposes ("*gewerbsmässiger Wertschriftenhändler*") and who hold the Notes as part of their private (as opposed to business) assets are hereby defined as Swiss Resident Private Noteholders.

Swiss Resident Private Noteholders realise a tax free capital gain upon the disposal of Notes which do not qualify as notes with predominant one-time interest payment and realise taxable income if the Notes qualify as notes with one-time predominant interest payment.

The tax treatment of capital gains on Notes which qualify as combined instruments (see above) depends on whether the Note qualifies as tax transparent or not. Notes which are not transparent for Swiss income tax purposes (see above) generally qualify as notes with predominant one-time interest payment and are treated as such. Notes which qualify as tax transparent are notionally split into a debt instrument and a derivative instrument component. The debt instrument component follows the usual tax treatment either as note with predominant one-time interest payment or as note with no predominant one-time interest payment as applicable. Capital gains arising from the derivative instrument component of transparent Notes are generally not subject to income tax in the hands of Swiss Resident Private Noteholders.

Swiss Resident Business Noteholders

Gains realised on the sale of Notes, by Swiss resident individual Noteholders holding the Notes as part of their business assets as well as by Swiss resident legal entity Noteholders, are part of their business profit subject to individual income tax or corporate income taxes, respectively. The same applies to Swiss Resident Private Noteholders who qualify as so-called professional securities dealer ("*gewerbsmässiger Wertschriftenhändler*").

Non-Swiss Resident Noteholders

Under present Swiss tax law, a Noteholder who is a non-resident of Switzerland and who, during the taxable year has not engaged in trade or business through a permanent establishment or a fixed place of business within Switzerland and who is not subject to taxation in Switzerland for any other reason, will not be subject to any Swiss federal, cantonal or municipal income tax on gains realised on sale or redemption of the Notes.

Swiss Stamp Duties

The issuance of the Notes is not subject to Swiss transfer stamp duty, except in case that the Notes qualify as units in a foreign collective investment scheme. In such a case, Swiss transfer stamp duty at the current rate of up to 0.3% may apply.

The subsequent sale or transfer of the Notes with a duration of more than one year may be subject to Swiss transfer stamp duty at the current rate of up to 0.3% if such sale or transfer is made by or through the intermediary of a Swiss or Liechtenstein bank or other securities dealer as defined in the Swiss Stamp Tax Act and no exemption applies. The same applies in case of physical delivery of the underlying being a taxable security in the meaning of the Swiss Stamp Tax Act at redemption.

Swiss Withholding Tax

All payments in respect of the securities issued by a non-Swiss issuer are currently not subject to Swiss withholding tax ("*Verrechnungssteuer*") provided that the Issuer of the securities is at all times domiciled and effectively managed outside of Switzerland.

On 4 November 2015, the Swiss Federal Council announced that it had mandated the Swiss Federal Finance Department to appoint a group of experts to prepare a proposal for reform of the Swiss withholding tax system. The proposal is expected to, among other things, replace the current debtor-based regime applicable to interest payments with a paying agent-based regime for Swiss withholding tax. This paying agent-based regime is expected to be similar to the one contemplated in the draft legislation published by the Swiss Federal Council on 17 December 2014, which was subsequently withdrawn on 24 June 2015. However, on 23 October 2017, the Swiss Federal Economic Affairs and Taxation Committee of the Swiss National Council filed a parliamentary initiative reintroducing the request to replace the current debtor-based regime applicable to interest payments with a paying agent-based system that (i) subjects all interest payments made to individuals resident in Switzerland to Swiss withholding tax and (ii) provides for an exemption from Swiss withholding tax for interest payments to all other persons (including Swiss corporations). On 26 June 2019 and 27 September 2019, the Swiss Federal Council has adopted the key objectives of the reform and commissioned the Federal Department of Finance (EFD) to prepare a consultation draft by the 1st quarter 2020. On 3 April 2020, the Swiss Federal Council has published the consultation draft.

If this legislation or similar legislation were enacted and an amount of, or in respect of, Swiss withholding tax were to be deducted or withheld from that payment, neither the Issuer nor the Issuing and Paying Agent would be obliged to pay additional amounts with respect to any security as a result of the deduction or imposition of such Swiss withholding tax.

Automatic Exchange of Information in Tax Matters

Switzerland has concluded a multilateral agreement with the European Union on the international automatic exchange of information (the "**AEOI**") in tax matters, which applies to all EU member states and some other jurisdictions. In addition, Switzerland has concluded the multilateral competent authority agreement on the automatic exchange of financial account information (the "**MCAA**"), and a number of bilateral AEOI agreements with other countries, most of them on the basis of the MCAA. Based on such agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, including, as the case may be, Notes, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals resident in an EU member state or in another treaty state. An up-to-date list of the AEOI agreements of Switzerland in effect or signed and becoming effective can be found on the website of the State Secretariat for International Financial Matters (SIF).

Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act

Switzerland has concluded an intergovernmental agreement with the U.S. to facilitate the implementation of FATCA (the "**IGA**"). Under the U.S.-Switzerland IGA, financial institution acting out of Switzerland generally

are directed to become participating foreign financial institutions ("**FFIs**"). The agreement ensures that the accounts held by U.S. persons with Swiss financial institutions are disclosed to the U.S. tax authorities either with the consent of the account holder or by means of group requests within the scope of administrative assistance. Information will not be transferred automatically in the absence of consent, and instead will be exchanged only within the scope of administrative assistance on the basis of the double taxation agreement between the U.S. and Switzerland ("**DTA**"). On 20 September 2019, Switzerland and the U.S. ratified the 2009 protocol (the "**Protocol**") amending the DTA. With the subsequent exchange of the ratification instruments, the amended DTA entered into force, and provide for a mechanism for the exchange of information upon request in tax matters between Switzerland and the United States, which is in line with international standards, and allows the United States to make group requests under FATCA concerning non-consenting U.S. accounts and non-consenting non-participating foreign financial institutions for periods from June 30, 2014. Furthermore, on 8 October 2014, the Swiss Federal Council approved a mandate for negotiations with the U.S. on changing the current direct-notification-based regime to a regime where the relevant information is sent to the Swiss Federal Tax Administration, which in turn provides the information to the U.S. tax authorities. It is not yet known when any new regime would come into force.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, withholding may be required on, among other things, (i) certain payments made by "foreign financial institutions" ("**foreign passthru payments**") and (ii) dividend equivalent payments (as described below in "*U.S. Dividend Equivalent Withholding*"), in each case, to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Spain) 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. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes.

Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. If withholding would be required pursuant to FATCA or an IGA with respect to foreign passthru payments, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or before the relevant grandfathering date would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the issuer). The grandfathering date for (A) Notes that give rise solely to foreign passthru payments, is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, and (B) Notes that give rise to a dividend equivalent pursuant to Section 871(m) of the U.S. Internal Revenue Code of 1986 and the U.S. Treasury regulations promulgated thereunder, is six months after the date on which obligations of its type are first treated as giving rise to dividend equivalents. If additional notes (as described under "*Terms and Conditions—Condition 13 (Further Issues)*") that are not distinguishable from such previously issued grandfathered Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

U.S. Dividend Equivalent Withholding

Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") treats a "dividend equivalent" payment as a dividend from sources within the United States. Such payments generally would be subject to a 30% U.S. withholding tax that may be reduced by an applicable tax treaty, eligible for credit against other U.S. tax liabilities or refunded, provided that the beneficial owner timely claims a credit or refund from the U.S. Internal Revenue Service (the "**IRS**"). A "dividend equivalent" payment is (i) a substitute dividend payment made pursuant to a securities lending or a sale-repurchase transaction that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, (ii) a payment made pursuant to a "specified notional principal contract" that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, and (iii) any other

payment determined by the IRS to be substantially similar to a payment described in (i) or (ii). U.S. Treasury regulations issued under Section 871(m) and applicable guidance (the "**Section 871(m) Regulations**") require withholding on certain non-U.S. holders of the Notes with respect to amounts treated as dividend equivalent payments. Under the Section 871(m) Regulations, only a Note that has an expected economic return sufficiently similar to that of the underlying U.S. security based on tests set forth in the Section 871(m) Regulations will be subject to the Section 871(m) withholding regime (making such Note a "**Specified Note**"). The Section 871(m) Regulations provide certain exceptions to this withholding requirement, in particular for instruments linked to certain broad-based indices.

Withholding in respect of dividend equivalents will generally be required when cash payments are made on a Specified Note or upon the date of maturity, lapse or other disposition by the non-U.S. holder of the Specified Note. If the underlying U.S. security or securities are expected to pay dividends during the term of the Specified Note, withholding generally will still be required even if the Specified Note does not provide for payments explicitly linked to dividends. Additionally, the Issuer may withhold the full 30% tax on any payment on the Notes in respect of any dividend equivalent arising with respect to such Notes regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law (including, for the avoidance of doubt, where a holder is eligible for a reduced tax rate under an applicable tax treaty with the United States). A holder may be able to claim a refund of any excess withholding provided the required information is timely furnished to the IRS. Refund claims are subject to U.S. tax law requirements and there can be no assurance that a particular refund claim will be timely paid or paid at all. If the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld.

The Section 871(m) Regulations generally apply to Specified Notes issued on or after 1 January 2017. If the terms of a Note are subject to a "significant modification" (as defined for U.S. tax purposes), the Note generally would be treated as retired and reissued on the date of such modification for purposes of determining, based on economic conditions in effect at that time, whether such Note is a Specified Note. Similarly, if additional Notes of the same series are issued (or deemed issued for U.S. tax purposes, such as certain sales of Notes out of inventory) after the original issue date, the IRS could treat the issue date for determining whether the existing Notes are Specified Notes as the date of such subsequent sale or issuance. Consequently, a previously out of scope Note might be treated as a Specified Note following such modification or further issuance.

In addition, payments on the Specified Notes may be calculated by reference to dividends on underlying U.S. securities that are reinvested at a rate of 70 per cent. In such case, in calculating the relevant payment amount, the holder will be deemed to receive, and the Issuer will be deemed to withhold, 30 per cent. of any dividend equivalent payments (as defined in Section 871(m) of the Code) in respect of the relevant U.S. securities. The Issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

The Applicable Transaction Terms will indicate whether the Issuer has determined that Notes are Specified Notes and will specify contact details for obtaining additional information regarding the application of Section 871(m) to Notes. If Notes are Specified Notes, a non-U.S. holder of the Notes should expect to be subject to withholding in respect of any dividend-paying U.S. securities underlying those Notes. The Issuer's determination is binding on non-U.S. holders of the Notes, but it is not binding on the IRS. The Section 871(m) Regulations require complex calculations to be made with respect to Notes linked to U.S. securities and their application to a specific issue of Notes may be uncertain.

Prospective investors should consult their tax advisers regarding the potential application of Section 871(m) to the Notes.

GENERAL INFORMATION

1. Application has been made to Euronext Dublin for Notes to be admitted to the Official List and trading on the regulated market of Euronext Dublin and may be made to AIAF for the Notes to be admitted to listing and to trade on it as a regulated market.

However, Notes may be issued pursuant to the Programme which will not be admitted to listing, trading and/or quotation by Euronext Dublin or AIAF but which will be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems and/or may be unlisted, as the Issuer and the relevant Dealer(s) may agree.

2. Each of the Issuer and the Guarantor has obtained all necessary consents, approvals and authorisations in Ireland and Spain in connection with the establishment of the Programme and the issue and performance of the Notes and the guarantees relating to them. The establishment of the Programme was authorised by the resolution of the board of directors of the Issuer passed on 7 July 2004, and the establishment of the Programme and the giving of the guarantees relating to the Notes by the Guarantor was authorised by a resolution of the executive committee of the Guarantor passed on 10 January 2005. The increase of the aggregate principal amount of Notes which may be outstanding at any time under the Programme was increased from EUR 5,000,000,000 to EUR 10,000,000,000 pursuant to a resolution of the executive committee of the Guarantor and a meeting of the board of directors of the Issuer, both held on 13 November 2006. The update of the Programme was authorised by the resolution of the board of directors of the Issuer passed on 13 July 2020 and by an authorisation of the executive committee of the Guarantor on 13 July 2020.
3. Each permanent or definitive Bearer Note, Receipt, Coupon and Talon relating to such a Note where TEFRA D is specified in the relevant Applicable Transaction Terms will bear the following legend: "**Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code**".
4. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had in the previous 12 months up to the date of this Base Prospectus, significant effects on the Issuer and/or the Group's financial position or profitability.
5. Since 31 December 2019 there has been no material adverse change in the prospects of the Issuer.
6. Since 31 December 2019 there has been no significant change in the financial position or financial performance of the Issuer.
7. Clearing systems

Notes may be accepted for clearance through the Euroclear and Clearstream systems. The Common Code and the International Securities Identification Number (ISIN) will be set out in the relevant Applicable Transaction Terms. In addition, application may be made for Registered Notes to be accepted for trading in book-entry form (*anotaciones en cuenta*) by DTC. The CUSIP and/or CINS numbers for such Registered Notes, together with the relevant ISIN and (if applicable) common code, will be specified in the Applicable Transaction Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II B-120 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JK Kennedy, L-1855 Luxembourg. The address of DTC is 55 Water Street, New York, New York 10041, United States of America.

The Book-Entry Notes to be listed on a Spanish regulated market will be accepted for clearance through Iberclear. The ISIN for each Series of Notes allocated by Iberclear will be specified in the Applicable Transaction Terms. The address of Iberclear is Plaza de la Lealtad, nº 1, 28014 Madrid, Spain.

8. For so long as the Programme remains in effect or any Notes remain outstanding, the following documents will be available for inspection from the website of Euronext Dublin (www.ise.ie):
 - (i) the Deed of Covenant;

- (ii) the Deed of Guarantee;
 - (iii) the Memorandum and Articles of Association of the Issuer;
 - (iv) a copy of this Base Prospectus together with any Supplement to this Base Prospectus or further Base Prospectus;
 - (v) all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is extracted or referred to in this Base Prospectus; and
 - (vi) the Issuer-ICSDs Agreement (which is entered into between the Issuer and Euroclear and/or Clearstream Luxembourg with respect to the settlement in Euroclear and Clearstream Luxembourg of Notes in New Global Form).
9. The non-consolidated and consolidated annual financial statements of Banco Santander, S.A. for the years ended 31 December 2018 and 31 December 2019 were audited by PricewaterhouseCoopers Auditores, S.L. PricewaterhouseCoopers Auditores, S.L. is registered under number S-0242 in the Official Register of Auditors (*Registro Oficial de Auditores de Cuentas*). The financial statements of the Issuer for the years ended 31 December 2018 and 31 December 2019 were audited by PricewaterhouseCoopers, Chartered Accountants and Registered Auditors, of 1 Spencer Dock, North Wall Quay, Dublin 1, Ireland. As registered auditors, PricewaterhouseCoopers are regulated by the Irish Auditing and Accounting Supervisory Authority ("**IAASA**"), whose address is Willow House, Millennium Park, Naas, County Kildare, Ireland.
 10. Copies of the latest financial statements of the Issuer and the annual report and audited consolidated and non-consolidated financial statements of the Guarantor may be obtained, and copies of the Agency Agreement will be available for inspection, at the specified offices of each of the Paying Agents during normal business hours, so long as any of the Notes is outstanding. The Guarantor does not prepare audited interim financial statements. The Issuer does not prepare audited interim financial statements.
 11. Any uniform resource locators given in respect of website addresses in the Base Prospectus are inactive textual references only and it is not intended to incorporate the contents of any such websites into this Base Prospectus (except as specified in the section "*Documents Incorporated by Reference*") nor should the contents of such websites be deemed to be incorporated into this Base Prospectus.
 12. A&L Goodbody have acted as legal adviser to the Issuer as to Irish law and Allen & Overy LLP have acted as legal adviser to the Arranger and Dealers as to Spanish law and English law, in relation to the update of the Programme.
 13. In relation to this Programme, Banco Santander, S.A. acts in its capacity as Arranger of and a Dealer under the Programme. Prospective investors should note that Banco Santander, S.A. is also the Guarantor under the Programme.
 14. There are no material contracts which could result in any member of the Banco Santander consolidated group of companies being under an obligation that is material to the Issuer's ability to meet its obligations to the Noteholders.
 15. Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer, the Guarantor and their affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer, the Guarantor or their affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer or the Guarantor routinely hedge their credit exposure to the Issuer or the Guarantor consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express

independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

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