

## IMPORTANT NOTICE

THIS OFFERING IS AVAILABLE ONLY TO INVESTORS WHO ARE NON-U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT (AS DEFINED BELOW) (“**REGULATION S**”)) PURCHASING THE SECURITIES OUTSIDE THE U.S. IN AN OFFSHORE TRANSACTION IN RELIANCE ON REGULATION S.

**IMPORTANT:** You must read the following before continuing. If you are not the intended recipient of this message, please do not distribute or copy the information contained in this e-mail, but instead, delete and destroy all copies of this e-mail including all attachments. The following applies to the supplemental offering circular (the “**Supplemental Offering Circular**”) following this page, and you are therefore advised to read this carefully before reading, accessing or making any other use of the Supplemental Offering Circular. In accessing the Supplemental Offering Circular, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES 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 OF THE U.S. OR OTHER JURISDICTION AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. THE FOLLOWING SUPPLEMENTAL OFFERING CIRCULAR MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. ANY INVESTMENT DECISION SHOULD BE MADE ON THE BASIS OF THE FINAL TERMS AND CONDITIONS OF THE SECURITIES AND THE INFORMATION CONTAINED IN THE OFFERING CIRCULAR (AS DEFINED IN THE SUPPLEMENTAL OFFERING CIRCULAR AND AS AMENDED AND RESTATED) THAT WILL BE DISTRIBUTED TO YOU PRIOR TO THE PRICING DATE AND NOT ON THE BASIS OF THE ATTACHED DOCUMENTS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED THEREIN.

Confirmation of your Representation: In order to be eligible to view the following Supplemental Offering Circular or make an investment decision with respect to the securities, investors must be non-U.S. persons eligible to purchase the securities outside the United States in an offshore transaction in reliance on Regulation S under the Securities Act. By accepting the e-mail and accessing the following Supplemental Offering Circular, you shall be deemed to have represented to us that (1) you and any customers you represent are non-U.S. persons eligible to purchase the securities outside the United States in an offshore transaction in reliance on Regulation S under the Securities Act and that the electronic mail address that you gave us and to which this e-mail has been delivered is not located in the United States and (2) that you consent to the delivery of such Supplemental Offering Circular by electronic transmission.

You are reminded that the following Supplemental Offering Circular has been delivered to you on the basis that you are a person into whose possession the following Supplemental Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver or disclose the contents of the following Supplemental Offering Circular to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and any Dealer (as described in the Offering Circular) or any affiliate of a Dealer is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Dealer or such affiliate on behalf of the issuer in such jurisdiction.

The following Supplemental Offering Circular has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission, and consequently none of the Issuer, the Arranger nor any Dealer nor any person who controls any of them nor any director, officer, employee nor agent of any of them or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Supplemental Offering Circular distributed to you in electronic format and the hard-copy version available to you on request from an Arranger.

You should not reply by e-mail to this notice, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the “Reply” function on your e-mail software, will be ignored or rejected. You are responsible for protecting this e-mail against viruses and other destructive items. Your use of this e-mail is at your own risk, and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

## Supplemental Offering Circular to the Offering Circular dated 17 April 2024

This document is important. If you are in any doubt about any of the contents of this Supplemental Offering Circular or as to the action you should take, you should consult your legal, financial, tax or other professional adviser.

Issuer and Arranger



**DBS Bank Ltd.**

*(incorporated with limited liability in the Republic of Singapore)  
(Company Registration Number: 196800306E)*

**U.S.\$26,000,000,000  
Structured Note Programme**

This Supplemental Offering Circular is supplemental to, and should be read in conjunction with, the Offering Circular dated 17 April 2024 (the “**Original Offering Circular**” and together with this Supplemental Offering Circular, the “**Offering Circular**”) and all other documents that are deemed to be incorporated by reference therein in relation to the U.S.\$26,000,000,000 Structured Note Programme (the “**Programme**”) of DBS Bank Ltd. (in its capacity as the issuer, the “**Issuer**” or “**DBS Bank**”). Save to the extent defined in this Supplemental Offering Circular, terms defined or otherwise attributed meanings in the Original Offering Circular have the same meaning when used in this Supplemental Offering Circular. References in the Original Offering Circular and this Supplemental Offering Circular to “this Offering Circular” mean the Original Offering Circular as supplemented by this Supplemental Offering Circular. To the extent that the Original Offering Circular is inconsistent with this Supplemental Offering Circular, the terms of this Supplemental Offering Circular shall prevail.

Under the Programme described in this Offering Circular, DBS Bank may from time to time issue structured notes (“**Notes**”), as described in the section on “Summary of the Programme” in this Offering Circular) in any currency. The aggregate principal amount of Notes outstanding will not at any time exceed U.S.\$26,000,000,000 (or the equivalent in other currencies). There is no minimum principal amount of Notes to be issued under the Programme. While the Programme limit shall be U.S.\$26,000,000,000, the Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement (as defined in this Offering Circular). The Programme is of an unlimited duration and will only expire when terminated in accordance with the terms of the Programme Agreement.

This Offering Circular has not been and will not be registered as a prospectus with the Monetary Authority of Singapore (the “**Authority**”). Accordingly, this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Notes to be issued from time to time by the Issuer pursuant to the Programme may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Investors should note that there may be restrictions on the secondary sale of the Notes under Section 276 of the SFA.

Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

**The date of this Supplemental Offering Circular is 13 November 2024.**

## SUPPLEMENTAL INFORMATION

Application has been made to the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) for permission to deal in and for quotation of any Notes which are agreed at the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this Offering Circular and the applicable Issue Document in relation to Notes listed on the SGX-ST. Admission to the Official List of the SGX-ST and quotation of any Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, its subsidiaries, its associated companies or such Notes. Any approval in-principle of the SGX-ST for the listing and quotation of any Series of Notes on the SGX-ST is subject to changes in the SGX-ST’s policies. Unlisted Notes may be issued pursuant to the Programme.

### **Increase in the aggregate nominal amount of the Programme**

With effect from the date of this Supplemental Offering Circular, the maximum aggregate principal amount of Notes outstanding under the Programme has been increased from U.S.\$18,000,000,000 to U.S.\$26,000,000,000 (or the equivalent in other currencies). By virtue of this Supplemental Offering Circular, all references to the size of the Programme set out in the Offering Circular shall be deemed to be a reference to the size of the Programme as amended.

### **Amendments to the Risk Factors**

In the sub-section “*Risk relating to the Issuer and other Transaction Parties*” appearing on pages 12 to 13 of the Original Offering Circular, the risk factor titled “*The exercise by the MAS of resolution powers may be beyond the control of the Issuer.*” shall be deleted in its entirety and substituted therefor with the following:

*“The exercise by the MAS of resolution powers may be beyond the control of the Issuer.*”

The Monetary Authority of Singapore (the “**MAS**”) has certain resolution powers over failed financial institutions (or financial institutions which are at risk of failure, or which have breached their regulatory obligations) and these resolution powers can be exercised by the MAS prior to insolvency of the said financial institutions. These resolution powers were previously set out in the Monetary Authority of Singapore Act 1970 of Singapore. These powers have since been migrated with effect from 10 May 2024 and are currently set out in the Financial Services and Markets Act 2022 of Singapore (the “**FSM Act**”) and the Financial Services and Markets (Resolution of Financial Institutions) Regulations 2024 (the “**FSM Regulations**”).

The MAS’ resolution powers include among other things, the power to transfer the whole or part of the business of a financial institution, the power to order a compulsory transfer of shares of a financial institution, the power to order a compulsory restructuring of share capital of the institution, the exercise of statutory powers allowing the MAS to temporarily stay early termination rights (including set-off and netting rights) of counterparties to financial contracts (including those governed by foreign laws) entered into with a financial institution over which the MAS may exercise its resolution powers (which would include Singapore licensed banks), a statutory bail-in regime, cross-border recognition of resolution action, creditor safeguards and resolution funding. The MAS also has statutory bail-in powers to write down or convert a Singapore-incorporated bank or Singapore-incorporated bank holding company’s debt into equity. These powers extend to the Issuer and DBSH. As specified under Division 6 of Part 8 of the FSM Act, the classes of instruments subject to the statutory bail-in powers of the MAS include equity instruments and unsecured subordinated debt issued on or after 29 November 2018. In addition, a Singapore-incorporated bank which has been issued a direction concerning recovery planning and implementation and its subsidiaries must include enforceable provisions in their financial contracts governed by foreign laws which contain termination rights to ensure that the exercise of the termination rights for such contracts will be subject to MAS’ powers under sections 92 and 93 of the FSM Act (which prevent parties from exercising termination rights that arise out of the MAS’ exercise of resolution powers and in the case of section 93, during the period of the temporary stay). This would apply to financial contracts governed by foreign laws which contain termination rights that are entered into by the Singapore-incorporated bank or its subsidiaries on or after 1 November 2024, or an existing contract which the Singapore-incorporated bank or its subsidiaries executes under it on or after 1 November 2024. This is expected to apply to Notes that

are governed by English law and which provide for physical settlement where securities (as defined in the FSM Regulations) are to be delivered.

If the MAS exercises its resolution powers in respect of the Issuer and/or DBSH, this may have the effect of adversely affecting the business, financial condition and results of operations of the Issuer, DBSH and DBSH's subsidiaries."

In the sub-section "*Risks relating to Notes*" appearing on pages 13 to 19 of the Original Offering Circular, the risk factor titled "*Physical settlement of Notes*" shall be deleted in its entirety and substituted therefor with the following:

*"Physical settlement of Notes*

The Issue Document may provide that the Issuer may, at its election or otherwise as provided in the Issue Document, physically settle its payment obligations under the Notes. When such Notes are physically settled, the Issuer will not pay you cash in discharge of its payment obligations, whether in respect of principal, interest or otherwise, under the Notes but will deliver to you the Underlying Assets, which may, for example, be shares (or any other form of equity securities) or bonds (or any other form of debt securities) specified in the applicable Issue Document.

There is no guarantee that there will be any market or liquidity in relation to such assets or if you would be able to dispose or realise such Underlying Assets for an amount equivalent to the payment obligations of the Issuer under such Notes. Therefore, if the Issuer physically settles any of its payment obligations under such Notes, you may upon realisation of such Underlying Assets receive less cash than if the Issuer had settled its payment obligations under such Notes in cash.

In addition, Notes that are governed by English law and which provide for physical settlement where securities (as defined in the FSM Regulations) are to be delivered, contain provisions where holders are deemed to agree to be bound by section 92 of the FSM Act and any suspension of the exercise of any termination right in the terms and conditions of the Notes imposed by the MAS under section 93 of the FSM Act."

**Amendments to the Terms and Conditions of the Notes**

The section entitled "TERMS AND CONDITIONS OF THE NOTES" appearing on pages 34 to 153 of the Original Offering Circular shall be deleted in its entirety and substituted therefor with the following:

## TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note and each definitive Note. The applicable Conditions Supplement in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Conditions Supplement (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to "Form of Conditions Supplement" for the form and content of Conditions Supplements which will include the definitions of certain terms used in the following Terms and Conditions and/or will specify which of such terms are to apply in relation to the relevant Notes.*

Each Series (as defined below) of Notes is issued pursuant to the Agency Agreement and with the benefit of a Deed of Covenant (as defined below). References herein to the "**Issuer**" shall be references to DBS Bank Ltd.

References herein to the "**Notes**" shall be references to the Notes of the relevant Series and shall mean:

- (i) in relation to any Notes in bearer or registered form represented by a global Note (each a "**Global Note**"), units of the lowest Specified Denomination in the Specified Currency;
- (ii) any Global Note;
- (iii) any definitive Notes in bearer form ("**Definitive Bearer Notes**" and, together with a Global Note in bearer form, "**Bearer Notes**") issued in exchange for a Global Note in bearer form; and
- (iv) any definitive Notes in registered form ("**Definitive Registered Notes**" and, together with a Global Note in registered form, "**Registered Notes**") (whether or not issued in exchange for a Global Note in registered form).

The Notes, the Receipts (as defined below) and the Coupons (as defined below) are issued pursuant to an amended and restated agency agreement dated 17 April 2024 (as amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") between the Issuer, DBS Bank Ltd. as fiscal and paying agent (the "**Fiscal and Paying Agent**", which expression shall include any successor Fiscal and Paying Agent), as registrar (the "**Registrar**", which expression shall include any successor registrar), as transfer agent (the "**Transfer Agent**", which expression shall include any additional or successor transfer agent) and also as calculation agent (the "**Calculation Agent**", which expression shall include any additional or successor calculation agent). The Fiscal and Paying Agent, together with any additional or successor paying agents, are hereinafter together referred as the "**Paying Agents**". The Fiscal and Paying Agent, the Registrar, the other Paying Agents, the Transfer Agent and the Calculation Agent are hereinafter together referred to as the "**Agents**".

The Notes are issued with the benefit of an amended and restated deed of covenant dated 1 October 2019 (as amended and/or supplemented and/or restated from time to time, the "**Deed of Covenant**"), executed by the Issuer in relation to the Notes.

Interest bearing Definitive Bearer Notes (unless otherwise indicated in the applicable Conditions Supplement) have interest coupons ("**Coupons**") and, if indicated in the applicable Conditions Supplement, talons for further Coupons ("**Talons**") attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Bearer Notes repayable in instalments have receipts ("**Receipts**") for the payment of the instalments of principal (other than the final instalment) attached on issue. Registered Notes and Global Notes do not have Receipts, Coupons or Talons attached on issue.

The Conditions Supplement for each Series of Notes supplements these Terms and Conditions and may specify other Terms and Conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purposes of such Notes. References to the "**applicable Conditions Supplement**" are to the Conditions Supplement (or the relevant provisions thereof) attached to or endorsed on the relevant Notes.

Subject as provided below, any reference to "**Noteholders**" or "**holders**" in relation to any Notes shall mean (in the case of Bearer Notes) the holders of the Notes and (in the case of Registered Notes) the persons in whose name the Notes are registered and shall, in relation to any Notes represented by a Global Note, be construed as provided below. Any reference herein to "**Receiptholders**" shall mean the holders of the Receipts



and any reference herein to “**Couponholders**” shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

For so long as any Note is represented by a Global Note held by a common depository or other depository on behalf of Euroclear Bank SA/NV (“**Euroclear**”) and/or Clearstream Banking S.A. (“**Clearstream**”), or The Central Depository (Pte) Limited (“**CDP**”) or by the Registrar or its nominee (in the case of Registered Notes not cleared through a Clearing System as specified in the applicable Conditions Supplement), each person (other than a Clearing System in its capacity as an account holder of another Clearing System) who is for the time being shown in the records of Euroclear or Clearstream or CDP or the Registrar, as the case may be, as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear, Clearstream, CDP or the Registrar, as the case may be, as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error or proven error) shall be treated by the Issuer and the Agents as the holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal or interest (if any) on such principal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer and any Agent as the holder of such principal amount of such Notes in accordance with and subject to the terms of the relevant Global Note; and the expressions “**Noteholder**” and “**holder**” in relation to any Notes and related expressions shall be construed accordingly.

Notes which are represented by a Global Note held by a common depository or other depository on behalf of Euroclear and/or Clearstream, or CDP, as the case may be, will be transferable only in accordance with the rules and procedures for the time being of the relevant Clearing System. Notes which are held by the Registrar or its nominee will be transferable only in accordance with the rules and procedures set out in the Agency Agreement. References to Euroclear, Clearstream and/or CDP shall, whenever the context so permits, be deemed to include a reference to any additional or alternative Clearing System specified in the applicable Conditions Supplement.

As used herein, “**Tranche**” means Notes which are identical in all respects (including as to listing) and “**Class**” means a Tranche, together with any further Tranche or Tranches of Notes, which are (i) expressed to be consolidated and form a single Class and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices and “**Series**” means one or more (up to a maximum of three) Class(es) of Notes.

Copies of the Agency Agreement and the applicable Conditions Supplement are available for inspection during normal business hours at the specified office of each of the Paying Agents and the Transfer Agent, save that the applicable Conditions Supplement will only be available for inspection by a Noteholder holding one or more Notes of that Class and such Noteholder must prior to being allowed inspection of the applicable Conditions Supplement produce evidence satisfactory to the relevant Agent as to its holding of such Note(s) and identity. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the applicable Conditions Supplement which are applicable to them. The statements in these Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

*The documents stated above are also available for inspection at the additional locations and in the manner described in the section on “General and Statutory Information” in this Offering Circular.*

Words and expressions defined in the Agency Agreement or used in the applicable Conditions Supplement shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated. In the event of inconsistency between the Agency Agreement and the applicable Conditions Supplement, the applicable Conditions Supplement will prevail. In particular, any reference in these Terms and Conditions to “payment” of any sums due in respect of the Notes shall be deemed to include, as applicable, delivery of any Asset Amount (as defined in Condition 23 (*Definitions*)) if so provided herein, and references to “pay”, “paid” and “payable” shall be construed accordingly.

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

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

The Notes are in bearer form or in registered form as specified in the applicable Conditions Supplement and, in the case of definitive Notes, serially numbered in the Specified Currency and the Specified Denomination(s). Notes of one Specified Denomination may not be exchanged for Notes

of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and *vice versa*.

The Notes may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, a Linked Interest Note or a combination of any of the foregoing, depending upon the Interest Basis specified in the applicable Conditions Supplement.

The Notes may be an Instalment Note, a Linked Redemption Note or a combination of any of the foregoing, depending upon the Redemption Basis specified in the applicable Conditions Supplement.

The Notes may be of a particular Class within one Series, as specified in the applicable Conditions Supplement.

Definitive Bearer Notes are issued with Coupons and, if applicable, Receipts attached, unless they are Zero Coupon Notes or non-interest bearing Notes, in which case references to Coupons and Couponholders in these Terms and Conditions are not applicable. References in these Terms and Conditions to Receipts, Coupons and Talons do not apply to any Notes represented by a Global Note or to Registered Notes.

**(b) *Transfers of Bearer Notes and Title***

Subject to these Terms and Conditions, title to the Bearer Notes, Receipts and Coupons will pass by delivery. The bearer of any Bearer Note, Receipt or Coupon will (except as otherwise required by law or ordered by a court of competent jurisdiction or an official authority) be treated as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes.

Bearer Notes will (as indicated in the Conditions Supplement) either (a) initially be represented by a temporary Global Note (a "**Temporary Global Note**"), or (b) be represented by a permanent global note (a "**Permanent Global Note**"), which will in each case be deposited on the Issue Date with (i) a common depository or any other depository on behalf of Euroclear and Clearstream, or (ii) CDP, subject to any restrictions or conditions which may be applicable (as specified in the applicable Conditions Supplement). Beneficial interests in a Temporary Global Note will be exchangeable for beneficial interests in a Permanent Global Note on or after the date (the "**Exchange Date**") which is the later of (i) 40 days after the date on which the Temporary Global Note is issued and (ii) expiry of the applicable Distribution Compliance Period (as defined in Regulation S under the Securities Act) and, if specified in the applicable Conditions Supplement, upon certification as to non-U.S. beneficial ownership as required by U.S. Treasury regulations. A Permanent Global Note will (save as indicated in the Conditions Supplement) be exchangeable, in whole, for definitive Notes only in those limited circumstances set out in the Permanent Global Note.

**(c) *Transfers of Registered Notes and Title***

(i) *Title*

Title to the Registered Notes passes only by registration in the register of Noteholders. The holder of any Registered Note will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Registered Note) and no person will be liable for so treating the holder.

In the case of a registered Global Note (a "**Registered Global Note**"), such Registered Global Note will be registered in the name of a common nominee or a nominee of Euroclear and/or Clearstream, or CDP or in the name of the Registrar or its nominee, as the case may be.

(ii) *Transfers of interests in Registered Global Notes*

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear, Clearstream, CDP or the Registrar, as the case may be, and in the case of Registered Notes cleared through a Clearing System, in turn, by other participants and, if appropriate, indirect participants in such Clearing Systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Registered Global Note only in the authorised denominations set out in the applicable Conditions Supplement and only in accordance with the rules and operating procedures for the time being of Euroclear,

Clearstream or CDP, as the case may be, and in accordance with the Terms and Conditions specified in the Agency Agreement.

(iii) *Transfers of Registered Notes in definitive form*

Subject as provided in Condition 1(v) (*Costs of registration*), upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the authorised denominations set out in the applicable Conditions Supplement). In order to effect any such transfer (i) the holder or holders must (A) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing, and (B) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Transfer Agent; and (ii) the Registrar or, as the case may be, the relevant Transfer Agent must, after reasonable enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 8 to the Agency Agreement). Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within three Business Days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate principal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor by uninsured mail.

(iv) *Registration of transfer upon partial redemption*

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

(v) *Costs of registration*

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

(vi) *Exchanges and transfers of Registered Notes generally*

Holders of Registered Notes in definitive form may exchange such Notes for interests in a Registered Global Note of the same type at any time.

## 2. **Status of the Notes**

Unless otherwise specified in the applicable Conditions Supplement, the Notes of each Class and, in the case of Definitive Bearer Notes, any relative Receipts and Coupons are direct, unsecured and unsubordinated obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.



### 3. Interest

#### (a) Interest Basis

##### (i) Interest on Fixed Rate Notes

Each Note with an Interest Basis specified as Fixed Rate in the applicable Conditions Supplement bears interest on its outstanding principal amount from (and including) the Interest Commencement Date at the rate(s) per annum (expressed as a percentage) equal to the Rate(s) of Interest, such interest being payable in arrears on each Interest Payment Date(s). The amount of interest payable shall be determined in accordance with Condition 3(e) (*Calculations*).

##### (ii) Interest on Floating Rate Notes

###### (I) Interest Payment Dates

Each Note with an Interest Basis specified as Floating Rate in the applicable Conditions Supplement bears interest on its outstanding principal amount from (and including) the Interest Commencement Date at the rate(s) per annum (expressed as a percentage) equal to the Rate(s) of Interest, such interest being payable in arrears on each Interest Payment Date(s). The amount of interest payable shall be determined in accordance with Condition 3(e) (*Calculations*). Such Interest Payment Date(s) is/are either specified in the applicable Conditions Supplement as Interest Payment Date(s) or, if no Interest Payment Date(s) is/are so specified, Interest Payment Date shall mean each date which falls the number of months or other period specified as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

###### (II) Rate of Interest

The Rate of Interest payable from time to time in respect of any Note with an Interest Basis specified as Floating Rate in the applicable Conditions Supplement will be determined in the manner specified in the applicable Conditions Supplement.

##### (iii) Interest on all Linked Interest Notes

In the case of Linked Interest Notes, the Rate of Interest and Interest Amount payable shall be determined by the Calculation Agent (if specified in the applicable Conditions Supplement) by reference to the provisions specified in the applicable Conditions Supplement.

#### (b) ISDA Determination / Screen Rate Determination

The provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, if, and to the extent, specified to apply in the applicable Conditions Supplement.

##### (I) ISDA Determination

Where ISDA Determination is specified in the applicable Conditions Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (I), “**ISDA Rate**” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (x) the Floating Rate Option is as specified in the applicable Conditions Supplement;
- (y) the Designated Maturity is a period as specified in the applicable Conditions Supplement; and
- (z) the relevant Reset Date is the first day of that Interest Period unless otherwise specified in the applicable Conditions Supplement.

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

(II) *Screen Rate Determination where a Compounding Method is not specified*

(x) Subject to Condition 3(b)(III) below, where Screen Rate Determination is specified in the applicable Conditions Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below and subject to Condition 3A below, be either:

- (1) the relevant quotation as described in the applicable Conditions Supplement;  
or
- (2) the arithmetic mean of the relevant quotations as described in the applicable Conditions Supplement,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR or such other time specified in the applicable Conditions Supplement) (the “**Relevant Time**”) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such relevant quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such relevant quotations.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Conditions Supplement as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Conditions Supplement.

(y) if the Relevant Screen Page is not available or if, sub-paragraph (x)(1) above applies and no such relevant quotation appears on the Relevant Screen Page or if sub-paragraph (x)(2) above applies and fewer than three such relevant quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks to provide the Calculation Agent with its relevant quotation (expressed as a percentage rate per annum) for the Reference Rate, at approximately the Relevant Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such relevant quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such relevant quotations as determined by the Calculation Agent; and

(z) if sub-paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing relevant quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered at approximately the Relevant Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at approximately the Relevant Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this sub-paragraph (z), the

Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period).

(III) *Screen Rate Determination for Floating Rate Notes where a Compounding Method is specified*

Where Screen Rate Determination is specified in the applicable Conditions Supplement as the manner in which the Rate of Interest is to be determined, and a Compounding Method is specified in the applicable Conditions Supplement, the Rate of Interest for each Interest Period will be determined in accordance with (i) if OIS Compounding is specified as the Compounding Method in the applicable Conditions Supplement, Condition 3(b)(III)(x) below; (ii) if Compounding with Lookback is specified as the Compounding Method in the applicable Conditions Supplement, Condition 3(b)(III)(y) below; (iii) if Compounding with Observation Period Shift is specified as the Compounding Method in the applicable Conditions Supplement, Condition 3(b)(III)(z) below; or (iv) if Compounding with Lockout is specified as the Compounding Method in the applicable Conditions Supplement, Condition 3(b)(III)(aa) below, in each case, plus or minus (as indicated in the applicable Conditions Supplement) the Margin.

(x) OIS Compounding

If this Condition 3(b)(III)(x) applies, the Rate of Interest for each Interest Period will, subject as provided in the applicable Conditions Supplement and subject to Condition 3A below, be the rate of return of a daily compound interest investment calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the formula below (where the reference rate for the calculation of interest is the relevant overnight rate in (i) the methodology specified in the applicable Conditions Supplement for determining the Daily Observed Rate for the purposes of Condition 3(b)(III)(bb) (if so specified), or (ii) otherwise, the applicable RFR) and the resulting percentage will be rounded, if necessary, in accordance with the Rounding Convention specified in the applicable Conditions Supplement (or, if no Rounding Convention is specified in the applicable Conditions Supplement, in accordance with Condition 3(d)(iii) below).

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{Benchmark Level}_i \times n_i}{\text{Day Count Basis}} \right) - 1 \right] \times \frac{\text{Day Count Basis}}{d}$$

where:

“**d<sub>0</sub>**”, for any Interest Period, is the number of Applicable Business Days in the Interest Period, except if the first calendar day of the Interest Period is not an Applicable Business Day, then it is the number of Applicable Business Days in the Interest Period plus 1;

“**i**” is:

- (i) if the first calendar day in the Interest Period is an Applicable Business Day, a series of whole numbers from 1 to **d<sub>0</sub>**, each representing the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Interest Period; or
- (ii) if the first calendar day of the Interest Period is not an Applicable Business Day, a series of whole numbers from 1 to **d<sub>0</sub>**, where  $i = 1$  represents the first calendar day of the Interest Period, and each of  $i = 2$  to **d<sub>0</sub>** represents the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Interest Period;

“**Benchmark Level<sub>i</sub>**” means, in respect of any day “**i**”:

- (i) subject to paragraph (ii) below, if such day “**i**” is an Applicable Business Day, the rate determined in accordance with Condition 3(b)(III)(bb) below, and, if such day “**i**” is not an Applicable Business Day, the rate determined in respect

of the immediately preceding Applicable Business Day in accordance with Condition 3(b)(III)(bb); or

- (ii) if “Daily Capped Rate and/or Daily Floored Rate” is specified as applicable in the applicable Conditions Supplement, either:
  - (A) the greater of the rate determined in accordance with paragraph (i) above and the Daily Floored Rate specified in the applicable Conditions Supplement (if any); or
  - (B) the lower of the rate determined in accordance with paragraph (i) above and the Daily Capped Rate specified in the applicable Conditions Supplement (if any),

as applicable;

“ $n_i$ ” is the number of calendar days from, and including, the day “ $i$ ” to, but excluding, the earlier of (a) the next Applicable Business Day, and (b) the Interest Period End Date for the Interest Period or, in respect of the final Interest Period, the final Interest Period End Date;

“**Day Count Basis**” means the number specified as such in the applicable Conditions Supplement or, if not so specified in the applicable Conditions Supplement, the denominator of the Day Count Fraction specified in the applicable Conditions Supplement; and

“**d**” is the number of calendar days in the Interest Period.

(y) Compounding with Lookback

If this Condition 3(b)(III)(y) applies, the Rate of Interest for each Interest Period will, subject as provided in the applicable Conditions Supplement and subject to Condition 3A below, be the rate of return of a daily compound interest investment calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the formula below (where the reference rate for the calculation of interest is the relevant overnight rate in (i) the methodology specified in the applicable Conditions Supplement for determining the Daily Observed Rate for the purposes of Condition 3(b)(III)(bb) (if so specified), or (ii) otherwise, the applicable RFR) and the resulting percentage will be rounded, if necessary, in accordance with the Rounding Convention specified in the applicable Conditions Supplement (or, if no Rounding Convention is specified in the applicable Conditions Supplement, in accordance with Condition 3(d)(iii) below).

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{Benchmark Level}_{i-rABD} \times n_i}{\text{Day Count Basis}} \right) - 1 \right] \times \frac{\text{Day Count Basis}}{d}$$

where:

“ $d_0$ ”, for any Interest Period, is the number of Applicable Business Days in the Interest Period, except if the first calendar day of the Interest Period is not an Applicable Business Day, then it is the number of Applicable Business Days in the Interest Period plus 1;

“ $i$ ” is:

- (i) if the first calendar day in the Interest Period is an Applicable Business Day, a series of whole numbers from 1 to  $d_0$ , each representing the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Interest Period; or
- (ii) if the first calendar day of the Interest Period is not an Applicable Business Day, a series of whole numbers from 1 to  $d_0$ , where  $i = 1$  represents the first calendar day of the Interest Period, and each of  $i = 2$  to  $d_0$  represents the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Interest Period;

“**Benchmark Level<sub>i-rABD</sub>**” means, in respect of any Applicable Business Day<sub>i-rABD</sub>:

- (i) subject to paragraph (ii) below, the rate determined in accordance with Condition 3(b)(III)(bb) below; or
- (ii) if “Daily Capped Rate and/or Daily Floored Rate” is specified as applicable in the applicable Conditions Supplement, either:
  - (A) the greater of the rate determined in accordance with paragraph (i) above and the Daily Floored Rate specified in the applicable Conditions Supplement (if any); or
  - (B) the lower of the rate determined in accordance with paragraph (i) above and the Daily Capped Rate specified in the applicable Conditions Supplement (if any),

as applicable;

“**Applicable Business Day<sub>i-rABD</sub>**” means, for any day “i” in the Interest Period, the day “r” Applicable Business Days preceding such day “i”, except if i = 1 and day “i” is not an Applicable Business Day, then it is the day r + 1 Applicable Business Days preceding day “i”;

“r” is the number specified as the “Lookback” in the applicable Conditions Supplement or, if not so specified in the applicable Conditions Supplement, five (5);

“n<sub>i</sub>” is the number of calendar days from, and including, the day “i” to, but excluding, the earlier of (a) the next Applicable Business Day, and (b) the Interest Period End Date for the Interest Period or, in respect of the final Interest Period, the final Interest Period End Date;

“**Day Count Basis**” means the number specified as such in the applicable Conditions Supplement or, if not so specified in the applicable Conditions Supplement, the denominator of the Day Count Fraction specified in the applicable Conditions Supplement; and

“d” is the number of calendar days in the Interest Period.

(z) Compounding with Observation Period Shift

If this Condition 3(b)(III)(z) applies, the Rate of Interest for each Interest Period will, subject as provided in the applicable Conditions Supplement and subject to Condition 3A below, be the rate of return of a daily compound interest investment calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the formula below (where the reference rate for the calculation of interest is the relevant overnight rate in (i) the methodology specified in the applicable Conditions Supplement for determining the Daily Observed Rate for the purposes of Condition 3(b)(III)(bb) (if so specified), or (ii) otherwise, the applicable RFR) and the resulting percentage will be rounded, if necessary, in accordance with the Rounding Convention specified in the applicable Conditions Supplement (or, if no Rounding Convention is specified in the applicable Conditions Supplement, in accordance with Condition 3(d)(iii) below).

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{Benchmark Level}_i \times n_i}{\text{Day Count Basis}} \right) - 1 \right] \times \frac{\text{Day Count Basis}}{d}$$

where:

“d<sub>0</sub>”, is the number of Applicable Business Days in the Observation Period;

“i” is a series of whole numbers from 1 to d<sub>0</sub>, each representing the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Observation Period;

“**Benchmark Level<sub>i</sub>**” means, in respect of any Applicable Business Day:



- (i) subject to paragraph (ii) below, the rate determined in accordance with Condition 3(b)(III)(bb) below; or
- (ii) if “Daily Capped Rate and/or Daily Floored Rate” is specified as applicable in the applicable Conditions Supplement, either:
  - (A) the greater of the rate determined in accordance with paragraph (i) above and the Daily Floored Rate specified in the applicable Conditions Supplement (if any); or
  - (B) the lower of the rate determined in accordance with paragraph (i) above and the Daily Capped Rate specified in the applicable Conditions Supplement (if any),

as applicable;

“s” is the number specified as the “Observation Period Shift” in the applicable Conditions Supplement or, if not so specified in the applicable Conditions Supplement, five (5);

“n<sub>i</sub>” is the number of calendar days from, and including, the day “i” to, but excluding, the earlier of (a) the next Applicable Business Day, and (b) (if Set-in-Advance is not specified as applicable in the applicable Conditions Supplement) the Standard Observation Period End Date or (if Set-in-Advance is specified as applicable in the applicable Conditions Supplement) the Set-in-Advance Observation Period End Date for the Observation Period;

“**Day Count Basis**” means the number specified as such in the applicable Conditions Supplement or, if not so specified in the applicable Conditions Supplement, the denominator of the Day Count Fraction specified in the applicable Conditions Supplement;

“d” is the number of calendar days in the Observation Period;

“**Observation Period**” means:

- (i) if “Set-in-Advance” is not specified as applicable in the applicable Conditions Supplement, for any Interest Period, the period from, and including, the date “s” Observation Period Shift Business Days preceding the first calendar day of the Interest Period (and the first Observation Period shall begin on and include the date “s” Observation Period Shift Business Days prior to the Interest Commencement Date) to, but excluding, the date “s” Observation Period Shift Business Days preceding the Interest Period End Date at the end of the Interest Period (or, in respect of the final Observation Period, to, but excluding, the date “s” Observation Period Shift Business Days preceding the final Interest Period End Date) (the “**Standard Observation Period End Date**”); or
- (ii) if “Set-in-Advance” is specified as applicable in the applicable Conditions Supplement, the Set-in-Advance Observation Period;

“**Observation Period Shift Additional Business Day**” means a Business Day but by reference to the financial centre(s), if any, specified for such purpose in the applicable Conditions Supplement (rather than the Business Centre(s) specified in the applicable Conditions Supplement);

“**Observation Period Shift Business Day**” means a day which is both an Applicable Business Day and an Observation Period Shift Additional Business Day;

“**Set-in-Advance Observation Period**” means:

- (i) subject to paragraphs (ii), (iii) and (iv) below, in respect of an Interest Period, the period from, and including, the date “s” Observation Period Shift Business Days preceding the Interest Period End Date (or the Interest Commencement Date, as applicable) at the start of the previous Interest Period to, but excluding, the

date “s” Observation Period Shift Business Days preceding the Interest Period End Date at the start of such Interest Period (the “**Regular Period Observation End Date**”);

(ii) in respect of the second Interest Period:

(A) if the first Interest Period is a Stub Period, the period from, and including, the Period Two Observation Start Date to, but excluding, the Period Two Observation End Date; and

(B) if the first Interest Period is not a Stub Period, the period as set out in paragraph (i) above,

where:

“**Period Two Observation Start Date**” means the date “s” Observation Period Shift Business Days preceding the Period Two Deemed Preceding Period End Date;

“**Period Two Observation End Date**” means the date “s” Observation Period Shift Business Days preceding the Interest Period End Date at the start of the second Interest Period;

“**Period Two Deemed Preceding Period End Date**” means (1) if the first Interest Period is not a Stub Period, the Interest Commencement Date, (2) if the first Interest Period is a Stub Period and the Floating Rate Note has Interest Period End Dates that are separated by regular intervals (which may be defined by reference to specified dates or intervals of calendar weeks, months or years or otherwise), the date that falls the relevant regular interval prior to the Interest Period End Date at the start of the second Interest Period, otherwise (3) the date falling X Observation Period Shift Business Days prior to the Interest Period End Date at the start of the second Interest Period (or, if X is zero, the Observation Period Shift Business Day immediately preceding such Interest Period End Date), where “X” is the number of Observation Period Shift Business Days in the second Interest Period; and

“**Stub Period**” means, in respect of a Floating Rate Note which has Interest Periods determined by Interest Period End Dates that are separated by regular intervals (which may be defined by reference to specified dates or intervals of calendar weeks, months or years or otherwise), an Interest Period that is longer or shorter than such regular interval;

(iii) in respect of the first Interest Period, the period from, and including, the Period One Observation Start Date to, but excluding, the Period One Observation End Date, where:

“**Period One Observation Start Date**” means the date “s” Observation Period Shift Business Days preceding the Period One Deemed Preceding Period End Date;

“**Period One Observation End Date**” means the date “s” Observation Period Shift Business Days preceding the Period Two Deemed Preceding Period End Date; and

“**Period One Deemed Preceding Period End Date**” means the date falling Y Observation Period Shift Business Days prior to the Period Two Observation Start Date (or if Y is zero, the Observation Period Shift Business Day immediately preceding the Period Two Observation Start Date), where “Y” is the number of Observation Period Shift Business Days in the first Interest Period;

(iv) in respect of the last Interest Period:

(A) if that Interest Period is a Stub Period, the period from, and including, the date “s” Observation Period Shift Business Days preceding the Interest Period End Date at the start of the penultimate Interest Period (the “**Final Period Observation Start Date**”) to, but excluding, the earlier of (I) the

date falling Z Observation Period Shift Business Days following the Final Period Observation Start Date (or, if Z is zero, the first Observation Period Shift Business Day following the Final Period Observation Start Date) and (II) the date “s” Observation Period Shift Business Days preceding the Interest Period End Date at the end of the penultimate Interest Period, where “Z” is the number of Observation Period Shift Business Days in the last Interest Period (the date in either (I) or (II), the “**Final Period Observation End Date**”); and

- (B) if the last Interest Period is not a Stub Period, the period set out in paragraph (i) above,

provided that if “s” is zero and the Period One Observation Start Date, the Period Two Observation Start Date, the Final Period Observation End Date or any Interest Period End Date that would otherwise be the start date or end date for any Set-in-Advance Observation Period, falls on a day that is not an Observation Period Shift Business Day, the Preceding Business Day Convention shall apply to that date by reference to Observation Period Shift Business Days; and

“**Set-in-Advance Observation Period End Date**” means the Regular Period Observation End Date, the Period One Observation End Date, the Period Two Observation End Date or the Final Period Observation End Date, as applicable.

(aa) Compounding with Lockout

If this Condition 3(b)(III)(aa) applies, the Rate of Interest for each Interest Period will, subject as provided in the applicable Conditions Supplement and subject to Condition 3A below, be the rate of return of a daily compound interest investment calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the formula below (where the reference rate for the calculation of interest is the relevant overnight rate in (i) the methodology specified in the applicable Conditions Supplement for determining the Daily Observed Rate for the purposes of Condition 3(b)(III)(bb) (if so specified), or (ii) otherwise, in the applicable RFR) and the resulting percentage will be rounded, if necessary, in accordance with the Rounding Convention specified in the applicable Conditions Supplement (or, if no Rounding Convention is specified in the applicable Conditions Supplement, in accordance with Condition 3(d)(iii) below).

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{Benchmark Level}_i \times n_i}{\text{Day Count Basis}} \right) - 1 \right] \times \frac{\text{Day Count Basis}}{d}$$

where:

“**d<sub>0</sub>**” is, for any Interest Period, the number of Applicable Business Days in the Interest Period, except if the first calendar day of the Interest Period is not an Applicable Business Day, then it is the number of Applicable Business Days in the Interest Period plus 1;

“**i**” is:

- (i) if the first calendar day in the Interest Period is an Applicable Business Day, a series of whole numbers from 1 to d<sub>0</sub>, each representing the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Interest Period; or
- (ii) if the first calendar day of the Interest Period is not an Applicable Business Day, a series of whole numbers from 1 to d<sub>0</sub>, where i = 1 represents the first calendar day of the Interest Period, and each of i = 2 to d<sub>0</sub> represents the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Interest Period;

“**Benchmark Level<sub>i</sub>**” means:

- (i) subject to paragraph (iii) below, in respect of any day “i” other than a day in the Lockout Period, if such day “i” is an Applicable Business Day, the rate

determined in accordance with Condition 3(b)(III)(bb) below, and if such day "i" is not an Applicable Business Day, the rate determined in respect of the immediately preceding Applicable Business Day in accordance with Condition 3(b)(III)(bb) below;

- (ii) subject to paragraph (iii) below, in respect of any day "i" in the Lockout Period, the rate determined in respect of the Lockout Date in accordance with Condition 3(b)(III)(bb) below; or
- (iii) if "Daily Capped Rate and/or Daily Floored Rate" is specified as applicable in the applicable Conditions Supplement, in respect of any day "i" either:
  - (A) the greater of the rate determined in accordance with paragraph (i) or (ii) above, as applicable, and the Daily Floored Rate specified in the applicable Conditions Supplement (if any); or
  - (B) the lower of the rate determined in accordance with paragraph (i) or (ii) above, as applicable, and the Daily Capped Rate specified in the applicable Conditions Supplement (if any),as applicable;

"t" is the number specified as the "Lockout" in the applicable Conditions Supplement or, if not so specified in the applicable Conditions Supplement, five (5);

"n<sub>i</sub>" is the number of calendar days from, and including, the day "i" to, but excluding, the earlier of (a) the next Applicable Business Day, and (b) the Interest Period End Date for the Interest Period or, in respect of the final Interest Period, the final Interest Period End Date;

"Day Count Basis" means the number specified as such in the applicable Conditions Supplement or, if not so specified in the applicable Conditions Supplement, the denominator of the Day Count Fraction specified in the applicable Conditions Supplement;

"d" is the number of calendar days in the Interest Period;

"Lockout Period" is the period from, and including, the Lockout Date to, but excluding, the Interest Period End Date at the end of the Interest Period or, in respect of the final Interest Period, the period from, and including, the Lockout Date to, but excluding, the final Interest Period End Date;

"Lockout Date" is the date "t" Lockout Period Business Days preceding the Interest Period End Date of the Interest Period or, in respect of the final Interest Period, the date "t" Lockout Period Business Days preceding the final Interest Period End Date; and

"Lockout Period Business Day" means:

- (i) a Business Day, but by reference to the financial centre(s) specified for such purpose in the applicable Conditions Supplement; or
- (ii) if no financial centre(s) are specified for such purpose in the applicable Conditions Supplement, an Applicable Business Day.

- (bb) For the purposes of determining the rate in respect of any day (each such day, an "RFR Reset Date") pursuant to the definitions of "Benchmark Level<sub>i</sub>" or "Benchmark Level<sub>i-RABD</sub>" (as the case may be) (the "Daily Observed Rate") in Condition 3(b)(III)(x), Condition 3(b)(III)(y), Condition 3(b)(III)(z) or Condition 3(b)(III)(aa) above (as applicable), the rate for such day will either be (i) determined in accordance with the methodology specified for such purpose in the applicable Conditions Supplement or (ii) if no such methodology for determining the Daily Observed Rate is specified in the applicable Conditions Supplement, but an Original RFR, a Fixing Time and a Fixing Day are specified in the applicable Conditions Supplement, the level of the benchmark or rate referred to in the applicable RFR for such day as provided by the applicable Administrator and published as of the applicable Fixing Time on the applicable Fixing Day, provided that if an applicable Temporary Non-Publication Trigger for the

applicable RFR has occurred, the rate for any day for which the applicable Underlying Benchmark is required for the purposes of this Condition 3(b)(III) shall be determined in accordance with the applicable Temporary Non-Publication Fallback for the applicable RFR for so long as the applicable Temporary Non-Publication Trigger is continuing.

(cc) For the purposes of this Condition 3(b)(III):

**“Administrator”** means, in respect of an RFR, (i) the administrator or provider specified as such for such RFR in the applicable Conditions Supplement, or (ii) if no such Administrator is specified in the applicable Conditions Supplement for such RFR, the administrator for the Underlying Benchmark for such RFR or, if there is no administrator, the provider of the Underlying Benchmark for such RFR, or, in either case, any successor administrator or provider (as applicable);

**“Applicable Business Day”** means either (i) if so specified, the day specified as such in the applicable Conditions Supplement, or (ii) if no such day is specified in the applicable Conditions Supplement, a Business Day, but by reference to the principal financial centre for the relevant currency of the applicable RFR (rather than the Business Centre(s) specified in the applicable Conditions Supplement);

**“Fixing Day”** means, in respect of an RFR, the day specified as such for such RFR, or determined pursuant to a methodology specified for such RFR, in the applicable Conditions Supplement. References in these Terms and Conditions to the applicable Fixing Day shall be construed as references to the Fixing Day that applies pursuant to the foregoing in respect of the applicable RFR;

**“Fixing Time”** means, in respect of an RFR, the time specified as such for such RFR in the applicable Conditions Supplement or any amended publication time specified by the Administrator for the Underlying Benchmark for such RFR in its benchmark methodology. References in these Terms and Conditions to the applicable Fixing Time shall be construed as references to the Fixing Time that applies pursuant to the foregoing in respect of the applicable RFR. The time specified as the applicable Fixing Time may be an approximation of the publication time for the applicable Underlying Benchmark, which may be provided or published by the applicable Administrator as of, after, or on or about the specified time;

**“Interest Determination Date”** means, with respect to a Rate of Interest and an Interest Period, either (i) the date or dates specified as such in the applicable Conditions Supplement; or (ii) if no such date is specified in the applicable Conditions Supplement, the last day of the Interest Period;

**“RFR”** means the benchmark specified as the Original RFR in the applicable Conditions Supplement, or determined in accordance with the provisions specified in the applicable Conditions Supplement or the provisions of Condition 3A below. The applicable Conditions Supplement may specify, in addition to the Original RFR, a methodology or other provisions for determining a rate or benchmark that applies as a fallback to the Original RFR. References in these Terms and Conditions to the applicable RFR shall be construed as references to:

- (i) subject to sub-paragraphs (ii) and (iii) below, the Original RFR; or
- (ii) subject to sub-paragraph (iii) below, if such methodology or other provisions is so specified in the applicable Conditions Supplement, the applicable rate or benchmark determined by the Calculation Agent in accordance with such methodology or other provisions at the relevant time; or
- (iii) if, pursuant to the provisions of Condition 3A below, an Alternative Rate (including any Alternative Pre-nominated Reference Rate) is applicable as a substitute for the relevant RFR, such Alternative Rate (including any Alternative Pre-nominated Reference Rate) from its effective date in accordance with the provisions of Condition 3A below.

For the avoidance of doubt, each RFR shall be a Benchmark Rate for the purposes of Condition 3A below;



**“Temporary Non-Publication Trigger”** means, in respect of an RFR, (i) the trigger addressing temporary non-publication specified as such for such RFR in the applicable Conditions Supplement or (ii) if no such trigger is specified in the applicable Conditions Supplement for such RFR, the applicable Underlying Benchmark in respect of the day for which it is required for the purposes of this Condition 3(b)(III) is not published by the applicable Administrator or an authorized distributor and is not otherwise provided by the applicable Administrator by either (a) the later of (I) the relevant RFR Reset Date and (II) the relevant applicable Fixing Day or (b) such other date on which the applicable Underlying Benchmark is required for the purposes of this Condition 3(b)(III). References in these Terms and Conditions to the applicable Temporary Non-Publication Trigger shall be construed as references to the Temporary Non-Publication Trigger that applies pursuant to the foregoing in respect of the applicable RFR;

**“Temporary Non-Publication Fallback”** means, in respect of an RFR, (i) the methodology or other provisions addressing a Temporary Non-Publication Trigger as specified as such for such RFR in the applicable Conditions Supplement or (ii) if no such methodology or other provisions is specified in the applicable Conditions Supplement for such RFR, then the rate for any day for which an applicable Underlying Benchmark is required for the purposes of this Condition 3(b)(III) as determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner. References in these Terms and Conditions to the applicable Temporary Non-Publication Fallback shall be construed as references to the Temporary Non-Publication Fallback that applies pursuant to the foregoing in respect of the applicable RFR; and

**“Underlying Benchmark”** means, in respect of an RFR, the index, benchmark or other price source that is referred to in such RFR. References in these Terms and Conditions to the applicable Underlying Benchmark shall be construed as references to the Underlying Benchmark that applies pursuant to the foregoing in respect of the applicable RFR.

- (dd) If the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent for any reason whatsoever, subject to Condition 3A, the Rate of Interest shall be determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner.
- (ee) Subject as provided elsewhere in these Terms and Conditions or the applicable Conditions Supplement, if the relevant Series of Notes becomes due and payable prior to its Maturity Date, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Conditions Supplement or determined pursuant to the definition thereof in Condition 3(b)(III)(cc), be deemed to be the date on which such Notes became due and payable (with corresponding adjustments being deemed to be made to the relevant formula applicable pursuant to the Compounding Method specified in the applicable Conditions Supplement) and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

**(c) *Accrual of Interest***

Subject as provided in these Terms and Conditions or the applicable Conditions Supplement, each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until the date on which all amounts due in respect of such Note have been paid, *provided that* if each such Note is a Credit Linked Note, each such Note shall cease to bear interest from the Interest Payment Date (or, if none, the Interest Commencement Date) immediately preceding the Event Determination Date, or if the Event Determination Date is an Interest Payment Date (or, as the case may be, the Interest Commencement Date) such Interest Payment Date (or, as the case may be, the Interest Commencement Date), and *provided further that* if each such Note is a Zero Coupon Note which is repayable prior to the Maturity Date and is not paid when due, as from the Maturity Date, the Rate of Interest for any overdue principal of each such Note shall be a rate per annum (expressed as a percentage) equal to the Accrual Yield (as specified in the applicable Conditions Supplement).

**(d) *Margin, Maximum/Minimum Rates of Interest and Rounding***

- (i) If any Margin is specified in the applicable Conditions Supplement (either (x) generally, or (y) in relation to one or more Interest Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Periods, in the case of (y), calculated in accordance with Condition 3(a)(ii) (*Interest on Floating Rate Notes*) by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin subject always to the next sub-paragraph.
- (ii) If any Maximum or Minimum Rate of Interest is specified in the applicable Conditions Supplement, then any Rate of Interest shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Terms and Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the fifth decimal place, with halves being rounded up, (y) all figures shall be rounded to the fifth decimal place, with halves being rounded up, and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up). For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country of such currency.

**(e) Calculations**

Unless otherwise specified in the applicable Conditions Supplement, the Interest Amount payable in respect of any Note for any Interest Period shall be calculated by applying the Rate of Interest to the outstanding principal amount of such Note and multiplying such amount by the Day Count Fraction for such Interest Period.

**(f) Notification of Rate of Interest and Interest Amounts**

The Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer as soon as practicable after their determination. Each Interest Amount and Interest Payment Date may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Noteholders in accordance with Condition 17 (*Notices*).

**(g) Certificates to be final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 3 (*Interest*) by the Calculation Agent shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Fiscal and Paying Agent, the Calculation Agent, the other Agents and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders, the Receiptholders or the Couponholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

**3A. Benchmark Replacement**

**(a) Occurrence of Benchmark Event**

Notwithstanding the terms set forth elsewhere in the terms and conditions of the Notes (including the applicable Conditions Supplement) and subject to Condition 3A(e)(vi) below, if the Calculation Agent determines that a Benchmark Event has occurred, the Calculation Agent may (but shall not be obliged to) use, as a substitute for the relevant Benchmark Rate, and for each future Interest Determination Date (or other rate fixing date, including without limitation, any rate fixing date in relation to any Interest Amount, principal and/or any other amounts payable or deliverable in respect of the Notes (each a “**Rate Fixing Date**”)) so determined by the Calculation Agent, the alternative rates benchmark determined in accordance with the following provisions:

- (i) if an alternative reference rate, index or benchmark is specified in the applicable Conditions Supplement (an “**Alternative Pre-nominated Reference Rate**”), such Alternative Pre-nominated Reference Rate; or
- (ii) if an Alternative Pre-nominated Reference Rate is not specified in the applicable Conditions Supplement, either of (a) the Interpolated Benchmark Rate, or (b) the alternative reference rate, index or benchmark formally recommended or selected by the Relevant Nominating Body

for the applicable Corresponding Tenor for any related market (including, without limitation, the derivatives market), as the Calculation Agent deems appropriate (the rate determined under sub-paragraph (i) above or this sub-paragraph (ii), the “**Alternative Rate**”).

In relation to the above, the Calculation Agent may also determine any adjustments to the Alternative Rate and/or the Margin (which may include the addition of an adjustment spread (each a “**Spread Adjustment**”), which may be positive or negative, in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value to or from the Issuer as a result of the replacement of the relevant Benchmark Rate with the Alternative Rate), as well as the applicable Business Day Convention, Day Count Fraction, Interest Periods, Interest Payment Dates, Interest Determination Date, Rate Fixing Date, interest accrual periods, payment dates, timing and frequency of determining rates and making of payments of interests, changes to the definition of “Corresponding Tenor” (as applicable), and any other terms of the Notes and related provisions and definitions of the Notes, in each case that are substantially consistent with accepted market practice as the Calculation Agent determines may be appropriate to reflect the adoption of such Alternative Rate and/or to preserve as closely as practicable the economic equivalent of the Notes before and after the replacement of the relevant Benchmark Rate with the Alternative Rate (or, if the Calculation Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent determines that no market practice for the use of such Alternative Rate exists, that the Calculation Agent determines is reasonably necessary). The Alternative Rate and all adjustments (including any Spread Adjustment) to be made as described in this Condition 3A shall collectively be referred to as the “**Benchmark Amendments**”.

**(b) Customary Alternative Rate**

If the Calculation Agent determines that no such Alternative Rate as described in Condition 3A(a) above exists on the relevant date or it is not possible or commercially reasonable for the Calculation Agent to determine or use such Alternative Rate, it may determine an alternative rate to be used as a substitute for the relevant Benchmark Rate taking into consideration any alternative rate for the Corresponding Tenor that is customarily applied in respect of any related market (including, without limitation, the derivatives market), as the Calculation Agent deems appropriate (which shall be the “**Alternative Rate**” for the purposes of these provisions), as well as any other Benchmark Amendments (including any Spread Adjustment) as described above in connection with such Alternative Rate.

**(c) Unlawful use of Alternative Rate**

Notwithstanding anything else in this Condition 3A, if the Calculation Agent determines that the selection of a particular index, benchmark or other price source as an “Alternative Rate” (taking into account any necessary adjustments (including any Spread Adjustment) that would need to be made in accordance with this Condition 3A) (i) is or would be unlawful under any applicable law or regulation; or (ii) would contravene any applicable licensing requirements; or (iii) would result in the Issuer or any Agent being considered to be administering a benchmark, index or other price source whose production, publication, methodology or governance would subject the Issuer or any Agent to material additional regulatory obligations which it is unwilling to undertake, then the Calculation Agent shall not be obliged to select such index, benchmark or price source as the Alternative Rate.

**(d) Early Redemption**

- (i) If (i) Condition 3A(c) above applies or (ii) if, following the occurrence of a Benchmark Event, the Calculation Agent has not, or is unable to identify an Alternative Rate and/or determine the necessary adjustments (including the Spread Adjustment or any other Benchmark Amendments) to the terms of the Notes as described in this Condition 3A or the Calculation Agent determines that no adjustment that it could make to the Notes will produce a commercially reasonable result, then the Issuer may (but shall not be obliged to), in its reasonable discretion, determine that the Notes shall be redeemed as of any later date.
- (ii) If the Issuer so determines that the Notes shall be redeemed, then the Issuer shall give not less than 15 Business Days’ notice to the Noteholders to redeem all of the Notes (together with a description in reasonable detail of the facts relevant to the determination that the Notes shall be redeemed) and upon redemption the Issuer will pay in respect of each Note an amount equal to the Early Redemption Amount (Benchmark Event). The Issuer’s obligations under the Notes shall be satisfied in full upon payment of such amount.

**(e) Other Provisions**

For the purposes of this Condition 3A:

- (i) Whenever the Calculation Agent or the Issuer is required to act, make a determination or exercise any discretion or judgement under this Condition 3A, it will do so acting in good faith and in a commercially reasonable manner and by reference to such sources it deems appropriate, which may include consultation with an Independent Adviser.
- (ii) On the occurrence of a Benchmark Event and subject to the Calculation Agent having determined the Alternative Rate and the other Benchmark Amendments (including any Spread Adjustment), the Calculation Agent shall as soon as reasonably practicable notify the other Agents and the Noteholders of the Alternative Rate and the other Benchmark Amendments (unless, in respect of the relevant Benchmark Rate, the Alternative Rate, the other Benchmark Amendments and their effective date have already been provided for in the terms and conditions of the Notes (including in the applicable Conditions Supplement)). Such notice shall be irrevocable and shall specify the effective date of the Alternative Rate and the other Benchmark Amendments.
- (iii) The Fiscal and Paying Agent and any other Agent, shall at the direction and expense of the Issuer, effect such amendments to the Agency Agreement, the Conditions Supplement and/or any other documents in relation to the Notes as may be required in order to give effect to the Alternative Rate and the other Benchmark Amendments. For avoidance of doubt, neither Noteholders', Couponholders' (if applicable) nor Receiptholders' (if applicable) consent shall be required in connection with the effecting of the Alternative Rate and the other Benchmark Amendments, including the execution of any documents or any steps by the Issuer or any Agent (as required), and any such Alternative Rate and Benchmark Amendments will be binding on the Issuer, the Agents, the Noteholders, the Couponholders (if applicable), the Receiptholders (if applicable) and any other relevant party.
- (iv) Without prejudice to the provisions in this Condition 3A, unless in respect of the relevant Benchmark Rate, the Alternative Rate, the other Benchmark Amendments and their effective date have been provided for in the terms and conditions of the Notes (including in the applicable Conditions Supplement), the relevant Benchmark Rate shall continue to apply unless and until the Noteholders and the Agents are notified of the Alternative Rate, the other Benchmark Amendments and their effective date in accordance with Condition 3A(e)(ii) above and for so long as the Notes are not subject to redemption, provided that if:
  - (x) the level of the relevant Benchmark Rate cannot be determined pursuant to the terms that would apply to the determination of such Benchmark Rate as if no Benchmark Event had occurred;
  - (y) the relevant Benchmark Rate is no longer available or representative; or
  - (z) it is no longer permitted under applicable law or regulation for the Notes to reference, or payments or delivery to be made, in relation to the relevant Benchmark Rate, or for the Issuer, any Agent or any other party to use the relevant Benchmark Rate to perform their respective obligations under the Notes,

where any amount payable or deliverable under the Notes remains to be determined by reference to such Benchmark Rate, such amount shall be determined by the Calculation Agent in its discretion and in doing so the Calculation Agent may take any action it deems appropriate (including, without limitation, where such Benchmark Rate is used to determine any Rate of Interest, determining that the Rate of Interest applicable to any Interest Period occurring after the occurrence of a Benchmark Event shall be a rate which is equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period, or if there has not been a first Interest Payment Date, the rate in respect of the initial Benchmark Rate (if any), and determining that where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period).

- (v) In connection with any Benchmark Amendments in accordance with this Condition 3A, the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

- (vi) Notwithstanding anything else in this Condition 3A, but without prejudice to the other provisions in this Condition 3A, if the Benchmark Event is a Material Methodology Change Event, the Calculation Agent and/or the Issuer may instead of taking any actions as described in Conditions 3A(a) to (d) above, determine to continue to apply the relevant Benchmark Rate and may (but shall not be obliged to) make adjustments to the terms and conditions of the Notes (including the applicable Conditions Supplement), or take any other action as it deems appropriate, including (in the case of the Issuer) redeeming all of the Notes by giving no less than 15 Business Days' notice to the Noteholders (together with a description in reasonable detail of the facts relevant to the determination that the Notes shall be redeemed early) at an amount equal to the Early Redemption Amount (Benchmark Event) in respect of each Note. With respect to a redemption of the Notes, the Issuer's obligations under the Notes shall be satisfied in full upon payment of the Early Redemption Amount (Benchmark Event) in respect of each Note.
- (vii) For the avoidance of doubt:
  - (x) subject to Condition 3A(e)(i) above, nothing in this Condition 3A shall oblige the Calculation Agent nor the Issuer to determine an Alternative Rate or any other Benchmark Amendments or make any adjustments to the terms of the Notes on the occurrence of a Benchmark Event (whether immediately thereafter or otherwise) and there shall be no time limit on the ability of the Calculation Agent or the Issuer to make such determinations pursuant to this Condition 3A;
  - (y) the Calculation Agent shall not be required to provide any notification pursuant to Condition 3A(e)(ii) if a Benchmark Event has occurred (including prior to the Issue Date) but the Calculation Agent has not, or is unable to determine the Alternative Rate and the other Benchmark Amendments (including any Spread Adjustments; and
  - (z) no failure or delay by the Calculation Agent and/or the Issuer in exercising any right provided under this Condition 3A shall operate as a waiver of it, nor shall any single or partial exercise of any right preclude any other or further exercise of it.

**(f) Definitions**

As used in this Condition 3A:

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

**"Benchmark Event"** means in respect of any Notes and a Benchmark Rate:

- (1) such Benchmark Rate ceases to be published for a period of at least five Benchmark Business Days or ceases to exist. For this purpose, "Benchmark Business Day" means, in respect of a Benchmark Rate, any day on which the administrator of such Benchmark Rate is due to publish the rate for such benchmark pursuant to its publication calendar, as updated from time to time; or
- (2) a public statement or publication of information by or on behalf of the administrator of such Benchmark Rate announcing that it has ceased or will cease to provide such Benchmark Rate permanently or indefinitely, provided that, at the time of statement or publication, there is no successor administrator that will continue to provide such Benchmark Rate; or
- (3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark Rate, the central bank for the currency of such Benchmark Rate, an insolvency official with jurisdiction over the administrator of such Benchmark Rate, a resolution authority with jurisdiction over the administrator of such Benchmark Rate or a court or an entity with similar insolvency or resolution authority over the administrator of such Benchmark Rate, which states that the administrator of such Benchmark Rate has ceased or will cease to provide such Benchmark Rate permanently or indefinitely, provided that, at the



time of the statement or publication, there is no successor administrator that will continue to provide such Benchmark Rate; or

- (4) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark Rate announcing that the regulatory supervisor has determined that such Benchmark Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Benchmark Rate is intended to measure and that representativeness will not be restored; or
- (5) a public statement by the supervisor of the administrator of such Benchmark Rate that such Benchmark Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences; or
- (6) it has become unlawful for the Issuer, any Agent or any other party to calculate payments due to be made to any Noteholder, Couponholder (if applicable) or Receiptholder (if applicable) using such Benchmark Rate; or
- (7) an Administrator Benchmark Event occurs in relation to such Benchmark Rate; or
- (8) the definition, methodology or formula for such Benchmark Rate, or other means of calculating such Benchmark Rate, has changed or as of a specified future date will change and such change has or will (as determined by the Calculation Agent) be material in the context of the Notes ("**Material Methodology Change Event**").

"**Benchmark Rate**" means:

- (1) subject to sub-paragraph (ii) below, any originally-specified interest rate, index, benchmark or price source (with the applicable period of maturity or tenor) (the "**Initial Benchmark**") by reference to which any amount payable or deliverable under the Notes is determined, and to the extent any interest rate, index, benchmark or price source (with the applicable period of maturity or tenor) referred to in an Alternative Rate applies in respect of the Notes, it (or any component thereof) shall be a "Benchmark Rate" from the day on which it first applies; or
- (2) in the case of an Initial Benchmark which relies on, or uses a London Interbank Offered Rate (the "**LIBOR Component**") in its calculation or computation methodology (a "**Initial LIBOR-related Benchmark**"), initially, such Initial LIBOR-related Benchmark with the applicable period of maturity or tenor, or any component thereof or rate used in the calculation of such Initial LIBOR-related Benchmark (including the relevant LIBOR Component) and to the extent any interest rate, index, benchmark or price source (with the applicable period of maturity or tenor) referred to in an Alternative Rate applies in respect of the Notes, it (or any component thereof) shall be a "Benchmark Rate" from the day on which it first applies,

provided that, in each case, for the purposes of the application and operation of Condition 3A, the Calculation Agent may determine the relevant Benchmark Rate with respect to which Condition 3A applies and operates. For the avoidance of doubt, if the Calculation Agent so determines, the relevant Benchmark Rate may, notwithstanding that the Benchmark Rate in respect of which a Benchmark Event has occurred is a component (including, if applicable, the relevant LIBOR Component) or rate used in the calculation of an Initial LIBOR-related Benchmark or an interest rate, index, benchmark or price source referred to in an Alternative Rate (such Initial LIBOR-related Benchmark, interest rate, index, benchmark or price source, the "**Top-Level Benchmark**"), determine that the Benchmark Rate with respect to which Condition 3A shall apply and operate as a result of the occurrence of such Benchmark Event shall be such Top-Level Benchmark.

"**Corresponding Tenor**" means with respect to an Alternative Rate, a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current relevant Benchmark Rate.

"**Early Redemption Amount (Benchmark Event)**" means in relation to a Note, the fair market value of such Note on such day as shall be selected by the Calculation Agent in good faith acting in a commercially reasonable manner, adjusted downward to take account fully for any Hedging Costs, all as determined by the Calculation Agent in good faith acting in a commercial reasonable manner.

"**Relevant Nominating Body**" means, in respect of the relevant Benchmark Rate:

- (1) the central bank for the currency to which such relevant Benchmark Rate relates, or any central bank or other supervisory authority which is responsible for supervising either such relevant Benchmark Rate or the administrator of such relevant Benchmark Rate; or
- (2) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of:
  - (x) the central bank for the currency to which such relevant Benchmark Rate relates;
  - (y) any central bank or other supervisory authority which is responsible for supervising either such relevant Benchmark Rate or the administrator of such relevant Benchmark Rate;
  - (z) a group of the aforementioned central banks or other supervisory authorities; or
  - (aa) the Financial Stability Board or any part thereof.

**“Independent Adviser”** means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by and at the expense of the Issuer.

**“Interpolated Benchmark Rate”** means, with respect to a relevant Benchmark Rate, the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (a) the relevant Benchmark Rate for the longest period (for which the relevant Benchmark Rate is available) that is shorter than the Corresponding Tenor and (b) the relevant Benchmark Rate for the shortest period (for which the relevant Benchmark Rate is available) that is longer than the Corresponding Tenor.

## 4. Payments

### (a) *Method of payment*

Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee by a cheque or cashier’s order in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency; and
- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro denominated cheque.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in any jurisdiction (whether by operation of law or agreement of the Issuer or its Agents) and (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 or any official interpretations thereof, or any law implementing an intergovernmental approach thereto (“**FATCA Withholding**”), and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements.

Payments will also be subject in all cases to any withholding or deduction imposed or required as a result of the application of the provisions of Section 871(m) of the Code or any U.S. Treasury Regulations or other administrative guidance published thereunder, or any successor or substitute legislation or provision of law (“**871(m) Withholding**”). No commissions or expenses shall be charged to the Holders in respect of such payments. 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.

**(b) Presentation of Definitive Bearer Notes, Receipts and Coupons**

Payments of principal in respect of Definitive Bearer Notes will (subject as provided below) be made in the manner provided in Condition 4(a) (*Method of payment*) only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Definitive Bearer Notes, and payments of interest (if any) in respect of Definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Coupon, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Payments of instalments of principal (if any) in respect of Definitive Bearer Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in Condition 4(a) (*Method of payment*) against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in Condition 4(a) (*Method of payment*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Definitive Bearer Notes in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the Definitive Bearer Note to which it appertains. Receipts presented without the Definitive Bearer Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any Definitive Bearer Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

A Note with an Interest Basis specified as Fixed Rate in the applicable Conditions Supplement should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined below) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 12 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Note with an Interest Basis specified as Fixed Rate in the applicable Conditions Supplement in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note or Linked Interest Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for Coupons shall be made in respect thereof.

If the due date for redemption of any Definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant Definitive Bearer Note.

Notwithstanding the foregoing, payments on a Temporary Global Note due prior to the Exchange Date will only be made, if the applicable Conditions Supplement so specifies, upon certification as to non-U.S. beneficial ownership as required by U.S. Treasury regulations, and no payments due after the Exchange Date will be made on the Temporary Global Note.

**(c) Payments in respect of Bearer Global Notes**

Payments of principal and interest (if any) in respect of Notes represented by any Global Note in bearer form will (subject as provided below) be made in the manner specified in the relevant Global Note against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made against presentation or surrender of any Global Note in bearer form, distinguishing between any payment of principal and any payment of interest, will be made on such Global Note by the Paying Agent to which it was

presented or surrendered and such record shall be *prima facie* evidence that the payment in question has been made.

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged *pro tanto* by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid.

**(d) Payments in respect of Registered Notes**

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the “**Register**”) at the close of business on the first business day (being for this purpose any week day i.e. Monday to Friday except where such week day falls on 25 December or 1 January) before the relevant due date. Notwithstanding the previous sentence, if a holder does not have a Designated Account, payment will instead be made, at the discretion of the Registrar, by transfer to another account of the holder with the Issuer or by a cheque or cashier’s order in the Specified Currency drawn on a Designated Bank (as defined below) and mailed to the holder as set out in the following paragraph. For these purposes, “**Designated Account**” means the account maintained by a holder with a Designated Bank and identified as such in the Register and “**Designated Bank**” means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not in global form) will be made, at the discretion of the Registrar, by (i) transfer to a Designated Account of the holder (or the first named of joint holders) of the Registered Note appearing in the Register at the close of business on the first business day (being for this purpose any week day i.e. Monday to Friday except where such week day falls on 25 December or 1 January) prior to the Entitlement Date (the “**Record Date**”) or (ii) by a cheque or cashier’s order in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail (at the risk of the holder) on the Business Day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register at the close of business on the Record Date at his address shown in the Register on the Record Date and at his risk. For the purpose hereof, “**Entitlement Date**” means the due date for the distribution of cash or cash settlement of securities as determined by the Terms and Conditions of such Registered Note or as set out in the applicable Conditions Supplement of such Registered Note, as the case may be. Payment of the interest due in respect of each Registered Note on redemption and the final instalment of principal will be made in the same manner as payment of the principal amount of such Registered Note.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque or cashier’s order posted in accordance with this Condition 4(d) (*Payments in respect of Registered Notes*) arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

None of the Issuer or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

**(e) General provisions applicable to payments**

Each of the persons shown in the records of Euroclear, Clearstream, CDP or the Registrar, as the case may be, as the beneficial holder of a particular principal amount of Notes represented by any Global Note must look solely to Euroclear, Clearstream, CDP or the Registrar, as the case may be, for his share of each payment made by the Issuer to or to the order of, the holder of such Global Note. Such persons shall have no claim directly against the Issuer in respect of payments due on the

Notes for so long as such Global Note is outstanding and the Issuer's obligations for such payments will be discharged by payment to the holder of such Global Note in respect of each amount so paid.

Every payment of principal or interest in respect of the Notes or any Class of Notes to or to the account of the relevant Paying Agent in the manner provided in the Agency Agreement relating to such Notes or Class of Notes shall operate in satisfaction *pro tanto* of the relative obligation of the Issuer in respect of such Notes or Class of Notes to pay such principal or interest except to the extent that there is default in the subsequent payment thereof in accordance with the Conditions of such Notes or Class of Notes to the Noteholders, Receiptholders or Couponholders (as the case may be) of such Notes or Class of Notes.

Notwithstanding the foregoing provisions of this Condition 4 (*Payments*), if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

Where Physical Settlement is specified to apply to an issue of Equity Linked Notes or Credit Linked Notes, as the case may be, in the applicable Conditions Supplement, the provisions of this Condition 4 (*Payments*) shall be subject to the provisions of Conditions 7 (*Equity Linked Notes*), 8 (*Index Linked Notes*) and 9 (*Credit Linked Notes*), as applicable.

**(f) *Payment Day***

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, then unless otherwise described in the applicable Conditions Supplement, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to interest or other payment in respect of such delay.

**(g) *Interpretation of principal***

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include the amounts due and payable or deliverable upon the redemption of any Note or part thereof. By way of illustration, the following is a non-exhaustive list of such amounts:

- (i) Final Redemption Amount;
- (ii) Early Redemption Amount;
- (iii) Optional Redemption Amount (if any);
- (iv) Minimum Redemption Amount (if any);
- (v) Higher Redemption Amount (if any);
- (vi) Instalment Amounts or, as the case may be, the outstanding aggregate principal amount;
- (vii) Credit Event Redemption Amount;
- (viii) Amortised Face Amount;
- (ix) Asset Amount; and
- (x) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

**5. *Redemption***

**(a) *Redemption at maturity***



Unless previously redeemed and cancelled or purchased pursuant to these Conditions, each Note (other than a Linked Redemption Note) will be redeemed by the Issuer on the Maturity Date specified in the applicable Conditions Supplement at the Final Redemption Amount or, in the case of Instalment Notes, its final Instalment Amount.

In the case of Linked Redemption Notes and subject to Condition 6 (*Commodity Linked Redemption Notes, Currency Linked Redemption Notes and Interest Rate Linked Redemption Notes*), 7 (*Equity Linked Notes*), 8 (*Index Linked Notes*) or 9 (*Credit Linked Notes*), as the case may be, each Note will be redeemed by the Issuer on the Maturity Date specified in the applicable Conditions Supplement at the Final Redemption Amount set out in these Terms and Conditions or as specified in the applicable Conditions Supplement.

**(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 in the applicable Conditions Supplement, 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 (together with interest accrued to the date fixed for redemption), if (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 11(a) (*Gross-Up*) as a result of any change in, or amendment to, the laws or regulations of Singapore or any political subdivision or any authority thereof or therein having power to tax, or generally accepted practice of any authority thereof or therein or any change in the application or official interpretation of such laws or regulations, or the Notes do not qualify as "qualifying debt securities" for the purposes of the Income Tax Act 1947 of Singapore, which change or amendment becomes effective on or after the Issue Date, and (ii) such obligation cannot be avoided by the Issuer 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 would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Before the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal and Paying Agent a certificate signed by a duly authorised signatory of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

If Condition 11(b) (*No Gross-Up*) is specified as applicable in the applicable Conditions Supplement, this Condition 5(b) (*Redemption for taxation reasons*) shall not apply to the Notes.

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

If Issuer Call is specified as applicable in the applicable Conditions Supplement, the Issuer may, having given not less than 15 nor more than 30 days' notice to the Noteholders or such other period of notice as is specified in the applicable Conditions Supplement in accordance with Condition 17 (*Notices*) (which notice shall be irrevocable and shall specify the applicable Optional Redemption Date fixed for redemption), redeem the Notes, subject to, and in accordance with, the terms specified in the applicable Conditions Supplement, in whole or in part, then outstanding at the Optional Redemption Amount specified in the applicable Conditions Supplement in respect of such Note and/ or, where redemption shall take place by way of physical settlement instead of cash settlement, by Physical Settlement in accordance with the provisions of Condition 7(b) (*Equity Linked Notes — Physical Settlement*) or Condition 9(c) (*Credit Linked Notes — Physical Settlement*) or as otherwise specified in, or determined in the manner specified in, the applicable Conditions Supplement, on any Optional Redemption Date specified in, or determined in the manner specified in, the applicable Conditions Supplement. In the case of a partial redemption of Notes, the provisions of Condition 5(i) (*Partial redemption of Notes*) shall apply. Any partial redemption must be of a principal amount not less than the Minimum Redemption Amount or not more than a Higher Redemption Amount, in each case if specified in the applicable Conditions Supplement.

**(d) Redemption at the option of the Noteholders (Investor Put)**

(i) If Investor Put is specified as applicable in the applicable Conditions Supplement, the holder of any Note then outstanding may, having given not less than 15 nor more than 30 days' notice or such other period of notice as is specified in the applicable Conditions Supplement in accordance with Condition 5(d)(ii) (*Exercise of put*) (which notice shall be irrevocable), upon which the Issuer will redeem such Note, subject to, and in accordance

with, the terms specified in the applicable Conditions Supplement, in whole or in part, at the Optional Redemption Amount specified in the applicable Conditions Supplement in respect of such Note, subject as provided in Condition 5(f)(ii) (*Late payment on Zero Coupon Notes*) below, and/or, where redemption shall take place by way of physical settlement instead of cash settlement, by Physical Settlement in accordance with the provisions of Condition 7(b) (*Equity Linked Notes — Physical Settlement*) or Condition 9(c) (*Credit Linked Notes — Physical Settlement*) or as otherwise specified in, or determined in the manner specified in, the applicable Conditions Supplement, on the relevant Optional Redemption Date specified in, or determined in the manner specified in, the applicable Conditions Supplement. In the case of a partial redemption of Notes, the provisions of Condition 5(i) (*Partial redemption of Notes*) shall apply. Any partial redemption must be of a principal amount not less than the Minimum Redemption Amount or not more than a Higher Redemption Amount, in each case as may be specified in the applicable Conditions Supplement. Registered Notes may be redeemed under this Condition 5(d) (*Redemption at the option of the Noteholders (Investor Put)*) in any multiple of their lowest Specified Denomination.

(ii) *Exercise of put*

To exercise the right to require redemption of a Note, the holder of the Note must deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar, a duly completed and signed notice of exercise in the form (for the time being current) obtainable during normal business hours from the specified office of any Paying Agent or, as the case may be, the Registrar (a “**Put Notice**”) and in which the holder must specify (a) a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 5(d) (*Redemption at the option of the Noteholders (Investor Put)*) and, in the case of Registered Notes, the principal amount thereof to be redeemed and, if less than the full principal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 1(c)(iii) (*Form, Denomination, Title and Transfer — Transfers of Registered Notes in definitive form*), and/or (b) all details relating to the delivery of any assets pursuant to this Condition 5(d) (*Redemption at the option of the Noteholders (Investor Put)*) as may be reasonably required by the Issuer. If the Note is in definitive form, the Put Notice must be accompanied by the Note or evidence satisfactory to the Paying Agent concerned that the Note will, following delivery of the Put Notice, be held to its order or under its control. Holders of Notes represented by a Global Note cleared through a Clearing System must exercise the right to require redemption of their Notes by giving notice (including all information required in the applicable Put Notice) through Euroclear, Clearstream or CDP, as the case may be.

Any Put Notice given by a holder of any Note pursuant to this paragraph shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer in accordance with Condition 17 (*Notices*) to withdraw the Put Notice.

(iii) *Consequence of exercise of put option*

The amount falling due on redemption of any Note redeemed pursuant to paragraph (i) above shall be subject to deduction for any costs or expenses (including taxes and other charges) which the Issuer may incur or which may be made against it as a result of or in connection with the redemption of such Note.

(e) ***Regulatory Event, Banking Event, Currency Event, Currency Hedging Disruption Event, Governmental Event and Illegality***

If Regulatory Event, Banking Event, Currency Event, Currency Hedging Disruption Event, Governmental Event and/or Illegality is specified as applicable in the applicable Conditions Supplement, following the occurrence of such an event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine the appropriate adjustment, if any, to be made to any terms of the Notes to account for such event, and determine the effective date of that adjustment.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, the Issuer may (but is not obliged to) give notice to the Noteholders at any time

(even if such event is no longer continuing at such time) to redeem all, but not some only, of the Notes, at the Early Redemption Amount on the Early Redemption Date. Where applicable, the Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment (if any) in respect of the Regulatory Event, Banking Event, the Currency Event, the Currency Hedging Disruption Event, the Governmental Event or Illegality made by an options exchange to options on the Underlying Equity traded on that options exchange.

Upon the occurrence of (if applicable) a Regulatory Event, Banking Event, a Currency Event, a Currency Hedging Disruption Event, a Governmental Event or an Illegality, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Regulatory Event, Banking Event, a Currency Event, a Currency Hedging Disruption Event, a Governmental Event or an Illegality, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

**(f) *Late payment on Zero Coupon Notes***

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note or upon its becoming due and repayable as provided in Condition 13 (*Events of Default*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the Amortised Face Amount as though the reference therein to the date fixed for the redemption was replaced by reference 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 Note has been received by the Fiscal and Paying Agent and notice to that effect has been given to the Noteholders in accordance with Condition 17 (*Notices*).

**(g) *Instalments***

Unless previously redeemed, purchased and cancelled, each Instalment Note will be partially redeemed at its Instalment Amount on each Instalment Date (both as specified in the applicable Conditions Supplement) whereupon the outstanding aggregate principal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the principal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

**(h) *Cancellation***

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased pursuant to Condition 10 (*Purchase*) which the Issuer decides to cancel (together with all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Fiscal and Paying Agent and cannot be reissued or resold.

**(i) *Partial redemption of Notes***

In the event of the Notes of any Class or Series being partially redeemed, the Notes to be redeemed ("**Redeemed Notes**") will be selected, as indicated in the applicable Conditions Supplement, either (i) individually by lot, in the case of Redeemed Notes represented by definitive Notes or by a Registered Global Note not cleared through a Clearing System, or otherwise in accordance with the rules of Euroclear, Clearstream or CDP, as the case may be and in the case of Redeemed Notes represented by a Global Note cleared through a Clearing System, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**"); or (ii) in accordance with the order of priorities relating to the repayment of principal of the Notes. In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 17 (*Notices*) not less than 15 days prior to the date fixed for redemption. The aggregate principal amount of Redeemed Notes represented by definitive Notes or represented by a Global Note shall in each case bear the same proportion to the aggregate principal amount of all Redeemed Notes as the aggregate principal amount of definitive Notes outstanding and Notes outstanding represented by such Global Note, respectively, bears to the aggregate principal amount of the Notes outstanding, in each case on the Selection Date, provided that, if necessary, appropriate adjustments shall be made to such principal

amounts to ensure that each represents an integral multiple of the Specified Denomination. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 5(i) (*Partial redemption of Notes*) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 17 (*Notices*) at least five days prior to the Selection Date. Any such partial redemption shall not be deemed prejudicial to the interests of any remaining Noteholders of such Class or Series.

**(j) Other redemption**

If any other redemption event is specified in the applicable Conditions Supplement in respect of any Note, such Note will be redeemed by the Issuer on such dates at such amount in the circumstances and manner specified in the applicable Conditions Supplement.

**6. Commodity Linked Redemption Notes, Currency Linked Redemption Notes and Interest Rate Linked Redemption Notes**

Provisions relating to the redemption of Commodity Linked Redemption Notes, Currency Linked Redemption Notes and Interest Rate Linked Redemption Notes will be set out in the applicable Conditions Supplement.

**7. Equity Linked Notes**

**(a) Redemption**

**(i) Redemption of Equity Linked Redemption Notes**

Unless previously redeemed or purchased and cancelled, each Equity Linked Redemption Note will be redeemed by the Issuer (1) if Cash Settlement is specified to apply in the applicable Conditions Supplement, by payment of the Final Redemption Amount on the Maturity Date (or such other date as may be specified in the applicable Conditions Supplement), (2) if Physical Settlement is specified to apply in the applicable Conditions Supplement, by delivery of the Asset Amount on the Maturity Date (or such other date as may be specified in the applicable Conditions Supplement) in accordance with the provisions of Condition 7(b) (*Physical Settlement*) or (3) if Cash Settlement and/or Physical Settlement is specified to apply in the applicable Conditions Supplement, by payment of the Final Redemption Amount and/or by delivery of the Asset Amount in accordance with the provisions of Condition 7(b) (*Physical Settlement*) on the terms set out in the applicable Conditions Supplement, in each case on the Maturity Date (or such other date as may be specified in the applicable Conditions Supplement).

**(b) Physical Settlement**

If Physical Settlement is specified to apply in the applicable Conditions Supplement, in order to obtain delivery of the Asset Amount in respect of any Equity Linked Note:

- (i) if such Note is represented by a Global Note, the relevant Noteholder must deliver to Euroclear, Clearstream, CDP, the Registrar or any Paying Agent, as the case may be, with a copy to the Issuer and not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice; or
- (ii) if such Note is in definitive form, the relevant Noteholder must deliver (i) if this Note is a Bearer Note, to any Paying Agent or (ii) if this is a Registered Note, to the Registrar or any Paying Agent, in each case, with a copy to the Issuer not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice,

unless the Issuer determines, in its sole and absolute discretion, that the delivery of an Asset Transfer Notice is not required for such purpose. The Issuer may, by notice to Noteholders in accordance with Condition 17 (*Notices*), revise any of the procedures set out in, waive any condition or requirement or impose any additional condition or requirement under, this Condition 7(b) (*Physical Settlement*) as it thinks fit.

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



An Asset Transfer Notice may only be delivered (i) if such Note is represented by a Global Note, in such manner as is acceptable to Euroclear, Clearstream, CDP, the Registrar or any Paying Agent, as the case may be, which is expected to be by authenticated SWIFT message or tested telex or such other form acceptable to Euroclear, Clearstream, CDP, the Registrar or any Paying Agent, as the case may be, or (ii) if such Note is in definitive form, in writing or by tested telex or such other form acceptable to the Registrar or the Paying Agent, as the case may be.

Subject to the provisions of this Condition 7(b) (*Physical Settlement*), if the Note is in definitive form, such Note must be delivered together with the duly completed Asset Transfer Notice.

Unless otherwise specified in the applicable Conditions Supplement, an Asset Transfer Notice must:

- (1) specify the name and address of the relevant Noteholder, the person from whom the Issuer may obtain details for the delivery of the Asset Amount and any details required for delivery of the Asset Amount set out in the applicable Conditions Supplement;
- (2) in the case of Notes represented by a Global Note, specify the principal amount of Notes which are the subject of such notice and the number of the Noteholder's account at Euroclear, Clearstream, CDP or the Registrar, as the case may be, to be debited with such Notes and irrevocably instruct and authorise Euroclear, Clearstream, CDP or the Registrar, as the case may be, to debit the relevant Noteholder's account with such Notes on or before the Delivery Date (as defined below);
- (3) include an undertaking to pay all Delivery Expenses and, in the case of Notes represented by a Global Note, an authority to debit a specified account of the Noteholder at Euroclear, Clearstream, CDP or the Registrar, as the case may be, in respect thereof and to pay such Delivery Expenses;
- (4) specify an account to which dividends (if any) payable pursuant to this Condition 7(b) (*Physical Settlement*) or any other cash amounts specified in the applicable Conditions Supplement as being payable are to be paid; and
- (5) authorise the production of such notice in any applicable administrative or legal proceedings.

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

In the case of Notes represented by a Global Note, upon receipt of an Asset Transfer Notice, Euroclear, Clearstream, CDP or the Registrar, as the case may be, shall verify that the person specified therein as the Noteholder is the holder of the specified principal amount of Notes according to its books or other official records.

Subject to the provisions of this Condition 7(b) (*Physical Settlement*), failure to complete and deliver an Asset Transfer Notice properly may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in this Condition 7(b) (*Physical Settlement*) shall be made, in the case of Notes represented by a Global Note, by Euroclear, Clearstream, CDP, the Registrar or any Paying Agent as the case may be, after consultation with the Issuer and shall be conclusive and binding on the Issuer and the relevant Noteholder and, in the case of Notes in definitive form, by the relevant Paying Agent or the Registrar, as the case may be, after consultation with the Issuer, and shall be conclusive and binding on the Issuer and the relevant Noteholder.

Delivery of the Asset Amount in respect of each Note shall be made at the risk of the relevant Noteholder in such commercially reasonable manner as the Calculation Agent shall in good faith determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice or in such manner as is specified in the applicable Conditions Supplement. All Delivery Expenses arising from the delivery of the Asset Amount in respect of such Note shall be for the account of the relevant Noteholder. The Issuer shall be entitled to postpone the delivery of the Asset Amount until all Delivery Expenses have been paid to the satisfaction of the Issuer by the relevant Noteholder. Notwithstanding the above, the Issuer may, in lieu of postponing the delivery of the Asset Amount to the relevant Noteholder as described above, adjust downward the Asset Amount to be delivered to the relevant Noteholder to account for any Delivery Expenses which remain unpaid by the relevant Noteholder by the tenth Business Day following the Cut-Off Date. The Issuer shall not be obliged



to make or procure any delivery if to do so would breach any applicable securities or other relevant laws.

After delivery of the Asset Amount and for the Intervening Period, none of the Issuer, the Calculation Agent nor 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 or 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.

If, subject to the provisions of this Condition 7(b) (*Physical Settlement*), a Noteholder fails to give an Asset Transfer Notice as provided herein with a copy to the Issuer no later than the close of business in each place of receipt on the Cut-Off Date, then the Asset Amount will be delivered as soon as practicable after the Maturity Date (in which case, such date of delivery shall be the Delivery Date) at the risk of such Noteholder in the manner provided above. For the avoidance of doubt, in such circumstances, such Noteholder shall not be entitled to any payment, whether of interest or otherwise, as a result of such Delivery Date falling after the originally designated Delivery Date and no liability in respect thereof shall attach to the Issuer.

If the relevant Noteholder fails on or before the date falling 180 calendar days after the Cut-Off Date (i) to deliver an Asset Transfer Notice in the manner set out herein, or (ii) in the case of definitive Notes to deliver the Note related thereto, or (iii) to pay the Delivery Expenses, the Issuer shall be discharged from its obligations (or, as the case may be, part thereof) in respect of such Notes and shall have no further obligation or liability whatsoever in respect thereof.

If, prior to the delivery of the Asset Amount in respect of any Note in accordance with this Condition 7 (*Equity Linked Notes*), a Settlement Disruption Event is subsisting, then the Delivery Date in respect of such Note shall be postponed until the date on which no Settlement Disruption Event is subsisting and notice thereof shall be given to the relevant Noteholder in accordance with Condition 17 (*Notices*). Such Noteholder shall not be entitled to any payment, whether of interest or otherwise, on such Note as a result of any delay in the delivery of the Asset Amount pursuant to this paragraph. Where delivery of the Asset Amount has been postponed as provided in this paragraph, the Issuer shall not be in breach of these Terms and Conditions and no liability in respect thereof shall attach to the Issuer.

For so long as delivery of the Asset Amount in respect of any Note 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 Settlement Price not later than on the fifth Payment Day following the date that the notice of such election (the "**Election Notice**") is given to the Noteholder in accordance with Condition 17 (*Notices*). Payment of the Disruption Cash Settlement Price will be made in such manner as shall be notified to the Noteholder in accordance with Condition 17 (*Notices*).

Where the Asset Amount is, in the determination of the Issuer, an amount other than an amount of Relevant Assets capable of being delivered, the Noteholder will receive an Asset Amount comprising of the nearest amount (rounded down) of Relevant Assets capable of being delivered by the Issuer (taking into account that a Noteholder's entire holding may be aggregated at the Issuer's discretion for the purpose of delivering the Asset Amount), and an amount in the Specified Currency which shall be the value of the amount of the Relevant Assets so rounded down, as calculated by the Calculation Agent in good faith acting in a commercially reasonable manner from such source(s) as it may select (converted if necessary into the Specified Currency by reference to such exchange rate as the Calculation Agent deems appropriate). Payment will be made in such manner as shall be notified to the Noteholder in accordance with Condition 17 (*Notices*).

For the purposes of the Equity Linked Notes, (i) the Issuer shall be under no obligation to register or procure the registration of any Noteholder or any other person as the registered shareholder in the register of members of any Equity Issuer, (ii) the Issuer shall not be obliged to account to any Noteholder or any other person for any entitlement received or that is receivable in respect of any Underlying Equity comprising the Asset Amount in respect of any Note if the date on which the Underlying Equity is first traded on the relevant Exchange ex such entitlement is on or prior to the Delivery Date, and (iii) any interest, dividend or other distribution in respect of any Asset Amount will

be payable to the party that would receive such interest, dividend or other distribution according to market practice for a sale of the relevant Underlying Equity executed on the Delivery Date and to be delivered in the same manner as the Asset Amount. Any such interest dividend or other distribution to be paid to a Noteholder shall be paid to the account specified in the relevant Asset Transfer Notice.

**(c) Adjustments for Underlying Equities**

(i) *Potential Adjustment Events*

If Potential Adjustment Events are specified as applicable in the applicable Conditions Supplement, following the declaration by an Equity Issuer of the terms of any Potential Adjustment Event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine whether such Potential Adjustment Event has a diluting, concentrative or other effect on the theoretical value of the relevant Underlying Equity and, if so, will (i) make the corresponding adjustment, if any, to any terms of the Notes as the Calculation Agent in good faith acting in a commercially reasonable manner determines appropriate to account for that diluting, concentrative or other effect and (ii) determine the effective date of that adjustment. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Underlying Equity traded on that options exchange. In its determination of the existence and extent of any dilutive, concentrative or other effect on the theoretical value of the relevant Underlying Equity of any Potential Adjustment Event, and any related adjustments to the terms of the Notes, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by the Issuer in connection with such Potential Adjustment Event.

Upon making any such adjustment, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*), stating the adjustment to the terms of the Notes and giving brief details of the Potential Adjustment Event.

(ii) *Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency and Insolvency Filing*

If Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency and Insolvency Filing are specified as applicable in the applicable Conditions Supplement, following the occurrence of such an event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine the appropriate adjustment (which may include a substitution pursuant to Condition 7(d) (*Substitution of Underlying Equities*) if, and to the extent, specified to be applicable in the applicable Conditions Supplement), if any, to be made to any terms of the Notes to account for such event, and determine the effective date of that adjustment.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, the Issuer will redeem all, but not some only, of the Notes, at the Early Redemption Amount. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment (if any) in respect of the Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency or Insolvency Filing made by an options exchange to options on the Underlying Equity traded on that options exchange.

Upon the occurrence of (if applicable) a Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency or Insolvency Filing, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency or Insolvency Filing, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

(iii) *Extraordinary Fund Event*

If Extraordinary Fund Event is specified as applicable in the applicable Conditions Supplement, following the occurrence of such an event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine the appropriate adjustment (which may include a substitution pursuant to Condition 7(d) (*Substitution of Underlying Equities*) if, and to the extent, specified to be applicable in the applicable Conditions Supplement), if any, to be made to any terms of the Notes to account for such event, and determine the effective date of that adjustment.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, the Issuer will redeem all, but not some only, of the Notes, at the Early Redemption Amount. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment (if any) in respect of the Extraordinary Fund Event made by an options exchange to options on the Underlying Equity traded on that options exchange.

Upon the occurrence of an Extraordinary Fund Event, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Extraordinary Fund Event, giving details thereof and the action proposed to be taken in relation thereto.

(iv) *Change in Law, Increased Cost of Hedging, Loss of Stock Borrow, Increased Cost of Stock Borrow*

If Change in Law, Increased Cost of Hedging, Loss of Stock Borrow or Increased Cost of Stock Borrow is specified as applicable in the applicable Conditions Supplement, following the occurrence of such an event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine the appropriate adjustment (which may include a substitution pursuant to Condition 7(d) (*Substitution of Underlying Equities*) if, and to the extent, specified to be applicable in the applicable Conditions Supplement), if any, to be made to any terms of the Notes to account for such event, and determine the effective date of that adjustment.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, the Issuer will redeem all, but not some only, of the Notes, at the Early Redemption Amount.

Upon the occurrence of a Change in Law, Increased Cost of Hedging, Loss of Stock Borrow or Increased Cost of Stock Borrow, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Change in Law, Increased Cost of Hedging, Loss of Stock Borrow or Increased Cost of Stock Borrow, giving details thereof and the action proposed to be taken in relation thereto.

(v) *Hedging Disruption*

If Hedging Disruption is specified as applicable in the applicable Conditions Supplement, following the occurrence of such an event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine the appropriate adjustment (which may include a substitution pursuant to Condition 7(d) (*Substitution of Underlying Equities*) if, and to the extent, specified to be applicable in the applicable Conditions Supplement), if any, to be made to any terms of the Notes to account for such event, and determine the effective date of that adjustment.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, the Issuer will redeem all, but not some only, of the Notes, at the Early Redemption Amount.

Upon the occurrence of a Hedging Disruption, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Hedging Disruption, giving details thereof and the action proposed to be taken in relation thereto.

**(d) Substitution of Underlying Equities**

The Calculation Agent may (but is not obliged to) determine that the relevant Underlying Equity affected by an Extraordinary Event (the “**Affected Underlying Equity**”) be replaced with shares or units (as the case may be) (the “**Substitute Underlying Equity**”) of another entity. In determining the Substitute Underlying Equity, the Calculation Agent will, in good faith acting in a commercially reasonable manner, choose a Substitute Underlying Equity which, to the extent possible:

- (i) has comparable volatility as the Affected Underlying Equity;
- (ii) has comparable capitalisation and liquidity as the Affected Underlying Equity; and
- (iii) be from the same sector as the Affected Underlying Equity,

each as determined on, or as close as reasonably practicable to, the Issue Date.

For the purposes of determining the initial price, closing price, strike price and any other relevant prices or levels and any other relevant determination in respect of the Substitute Underlying Equity, the Calculation Agent will, in good faith acting in a commercially reasonable manner, make such adjustments to any terms of the Notes as it deems necessary or appropriate to reflect the market performance of the Affected Underlying Equity immediately before its replacement.

**(e) Correction of Price**

In the event that any relevant price published by the Exchange on any date which is utilised for any calculation or determination in connection with the Notes is subsequently corrected and the correction is published by the Exchange by the earlier of:

- (i) two Business Days (or as otherwise specified in the Conditions Supplement) prior to the next date on which any relevant payment may have to be made by the Issuer or in respect of which any relevant determination in respect of the Notes may have to be made; and
- (ii) one Settlement Cycle after the original publication,

then the Calculation Agent may determine the amount that is payable or deliverable or make any determination in connection with the Notes, after taking in to account such correction, and, to the extent necessary, may adjust any relevant terms of the Notes to account for such correction.

**8. Index Linked Notes**

Amounts payable in respect of Index Linked Notes will be calculated by reference to the performance of one or more Indices. Such Index or Indices may reference or be comprised of reference equities, bonds, property, currency exchange rates, commodities, credit or other assets or bases of reference.

**(a) Redemption**

- (i) *Redemption of Index Linked Redemption Notes*

Unless previously redeemed or purchased and cancelled pursuant to Condition 5 (*Redemption*), each Index Linked Redemption Note will be redeemed by the Issuer by payment of the Final Redemption Amount on the Maturity Date (or such other date as may be specified in the applicable Conditions Supplement).

**(b) Adjustments for Indices**

- (i) *Successor Index Sponsor Calculates and Reports an Index*

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

Following the determination of a Successor Index, upon application by telephone or facsimile by an interested person during normal business hours, the Calculation Agent will notify the applicant of the Index that constitutes the Successor Index.

- (ii) *Modification and Cessation of Calculation of an Index*

If (A) on or prior to any Valuation Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation, contracts or commodities and other routine events) (an “**Index Modification**”) or permanently cancels the Index and no Successor Index exists (an “**Index Cancellation**”), or (B) on any Valuation Date, the Index Sponsor or (if applicable) the successor Index Sponsor fails to calculate and announce a relevant Index or the Index is not available for any reason (an “**Index Disruption**” and, together with an Index Modification and an Index Cancellation, each an “**Index Adjustment Event**”) then the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine if such Index Adjustment Event has a material effect on the Notes and, if so, shall calculate the closing price or closing level and any other



prices or levels relevant to the Notes and make such determinations as appropriate using, in lieu of a published level for that affected Index (the “**Affected Index**”), the level for that Affected Index as at the Valuation Time on the relevant Valuation Date as determined by the Calculation Agent by reference to the formula for and method of calculating that Affected Index last in effect prior to the change, failure or cancellation, but using only those Index Components that comprised that Affected Index immediately prior to that Index Adjustment Event, and/or by reference to the final official settlement price for settling futures or options contracts relating to the Affected Index on the Exchange on the relevant Valuation Date. Alternatively, the Issuer may (but shall not be obliged to) replace the Affected Index with another index selected by the Issuer in its sole discretion (if, and to the extent, specified to be applicable in the applicable Conditions Supplement) or redeem all, but not some only, of the Notes, at the Early Redemption Amount. In the selection of another index to replace the Affected Index, the Issuer may, but is not obliged to, take into account the composition and constituents of the index, the index rules and any other factors and considerations as the Issuer deems applicable and appropriate.

Upon the occurrence of an Index Adjustment Event, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Index Adjustment Event, giving details thereof and the action proposed to be taken in relation thereto.

(iii) *Change in Law and/or Increased Cost of Hedging*

If Change in Law and/or Increased Cost of Hedging is specified as applicable in the applicable Conditions Supplement, following the occurrence of such an event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine the appropriate adjustment, if any, to be made to any terms of the Notes to account for such event, and determine the effective date of that adjustment. If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, the Issuer will redeem all, but not some only, of the Notes, at the Early Redemption Amount.

Upon the occurrence of a Change in Law and/or Increased Cost of Hedging, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Change in Law, giving details thereof and the action proposed to be taken in relation thereto.

(iv) *Hedging Disruption*

If Hedging Disruption is specified as applicable in the applicable Conditions Supplement, following the occurrence of such an event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine the appropriate adjustment, if any, to be made to any terms of the Notes to account for such event, and determine the effective date of that adjustment. If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, the Issuer will redeem all, but not some only, of the Notes, at the Early Redemption Amount.

Upon the occurrence of a Hedging Disruption, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Hedging Disruption, giving details thereof and the action proposed to be taken in relation thereto.

**(c) Correction of Index levels**

In the event that any relevant level of an Index published by the Index Sponsor on any date which is utilised for any calculation or determination in connection with the Notes is subsequently corrected and the correction is published by the Index Sponsor:

- (i) two Business Days (or as otherwise specified in the Conditions Supplement) prior to the next date on which any relevant payment may have to be made by the Issuer or in respect of which any relevant determination in respect of the Notes may have to be made; or
- (ii) if earlier and if the Index is a Multiple Exchange Index (as defined below), one Settlement Cycle (as defined below) after the original publication,



then the Calculation Agent may determine the amount that is payable or deliverable or make any determination in connection with the Notes, after taking in to account such correction, and, to the extent necessary, may adjust any relevant terms of the Notes to account for such correction.

**(d) Index Disclaimer**

The Noteholders agree and acknowledge that the Notes are not sponsored, endorsed, sold or promoted by the Index or the Index Sponsor and no Index Sponsor makes any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of the Index and/or the levels at which the Index stands at any particular time on any particular date or otherwise. No Index or Index Sponsor shall be liable (whether in negligence or otherwise) to any person for any error in the Index and the Index Sponsor is under no obligation to advise any person of any error therein. No Index Sponsor is making any representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with investing in the Notes. The Issuer shall not have any liability to the Noteholders for any act or failure to act by the Index Sponsor in connection with the calculation, adjustment or maintenance of the Index. Except as disclosed prior to the Issue Date, neither the Issuer nor its Affiliates has any affiliation with or control over the Index or Index Sponsor or any control over the computation, composition or dissemination of the Indices. Although the Calculation Agent will obtain information concerning the Indices from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Issuer, its Affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Indices.

**9. Credit Linked Notes**

If the Notes are specified as Credit Linked Notes in the applicable Conditions Supplement, the provisions of this Condition 9 (*Credit Linked Notes*) apply, as applicable, as modified by the applicable Conditions Supplement.

The applicable Conditions Supplement shall specify whether the Notes are Single Name Credit Linked Notes, First-to-Default Credit Linked Notes, *N<sup>th</sup>*-to-Default Credit Linked Notes, or any other type of Credit Linked Notes.

In the case of Credit Linked Notes for which more than one Reference Entity is specified in the Conditions Supplement, 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:

- (i) any relevant Reference Entity does not exist on, or ceases to exist on or following, the Trade Date; and/or
- (ii) Obligations, Deliverable Obligations or the Reference Obligation do not exist on, or cease to exist on or following, the Trade Date.

**(a) Redemption**

- (i) Unless (i) previously redeemed or purchased and cancelled, (ii) a Maturity Date Extension Event has occurred, (iii) an Event Determination Date has occurred in respect of any Reference Entity prior to the later of (I) the expiry of the Notice Delivery Period or (II) the expiry of the Post Dismissal Additional Period and has not been reversed on or prior to the relevant Auction Final Price Determination Date, final Valuation Date, Physical Settlement Date (or, if earlier, Delivery Date), or the Maturity Date as applicable or (iv) Condition 9(j) (*Reversals of DC Resolutions and adjustments to Event Determination Dates*) applies, subject to Condition 9(s) (*Adjustments following a Constraint Event*), each Credit Linked Redemption Note will be redeemed by the Issuer by payment of the Final Redemption Amount specified in, or determined in the manner specified in, the applicable Conditions Supplement in the relevant Specified Currency on the Scheduled Maturity Date.
- (ii) (If an Event Determination Date has occurred in respect of any Reference Entity during either the Notice Delivery Period or the Post Dismissal Additional Period and has not been reversed on or prior to the relevant Auction Final Price Determination Date, final Valuation Date, Physical

Settlement Date (or, if earlier, Delivery Date), or the Maturity Date as applicable, subject to Condition 9(i) (*Additional Maturity Date and Interest Payment Date Extension*) then:

- (A) if Cash Settlement is specified as the Settlement Method in the applicable Conditions Supplement (or if Cash Settlement is specified as the Fallback Settlement Method, or no Fallback Settlement Method is specified in the Conditions Supplement, and Condition 9(d) (*Auction Settlement*) requires that the Issuer redeem the Notes in accordance with Condition 9(b) (*Cash Settlement*)), the provisions of Condition 9(b) (*Cash Settlement*) shall apply, or
  - (B) if Physical Settlement is specified as the Settlement Method in the applicable Conditions Supplement (or if Physical Settlement is specified as the Fallback Settlement Method and Condition 9(d) (*Auction Settlement*) requires that the Issuer redeem the Notes in accordance with Condition 9(c) (*Physical Settlement*)), the provisions of Condition 9(c) (*Physical Settlement*) shall apply, or
  - (C) if Auction Settlement is specified as the Settlement Method in the applicable Conditions Supplement, the provisions of Condition 9(d) (*Auction Settlement*) shall apply.
- (iii) Where the Notes are Single Name Credit Linked Notes, if an Event Determination Date has occurred in relation to the Reference Entity, then the Notes will be settled in accordance with Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable.
  - (iv) Where the Notes are First-to-Default Credit Linked Notes, if an Event Determination Date has occurred in relation to any of the specified Reference Entities, then the Notes will be settled in accordance with Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable, in relation only to the First Reference Entity (as defined in the definition of Event Determination Date).
  - (v) Where the Notes are N<sup>th</sup>-to-Default Credit Linked Notes, if an Event Determination Date has occurred in relation to one or more of the specified Reference Entities notwithstanding any provision to the contrary in these Conditions, no settlement in accordance with Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable, or interest adjustment in accordance with Condition 9(e) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension*) will occur until such time as an Event Determination Date has occurred in respect of the Relevant Number of Reference Entities (a “**Trigger**”). The Reference Entity in respect of which an Event Determination Date has occurred which causes the Trigger to occur is referred to as the “**Triggering Reference Entity**” and the “**Relevant Number**” is the number specified as such in the Conditions Supplement. As of the day on which the Calculation Agent determines that an Event Determination Date has occurred in respect of the Relevant Number of Reference Entities then Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable, shall apply in relation only to the Triggering Reference Entity.
  - (vi) Where any Auction Credit Event Redemption Amount or Credit Event Redemption Amount is or would be zero then, other than for the payment of accrued interest or any other due but unpaid amounts, the Notes will be cancelled as of the Auction Credit Event Redemption Date or Credit Event Redemption Date respectively with no payment being due other than any final amount of accrued interest or any other due but unpaid amounts. The Issuer will have no further obligations in respect of the Credit Linked Notes.
  - (vii) If any purchase and cancellation of Notes occurs under Condition 10 (*Purchase*), the Calculation Agent will make such adjustments to the applicable Conditions Supplement and/or these Conditions as it determines appropriate (including Reference Entity Nominal Amounts) to ensure the Notes continue to reflect economic intentions of the Issuer.

**(b) Cash Settlement**

- (i) If (1) Cash Settlement is specified as the Settlement Method in the applicable Conditions Supplement (or if Cash Settlement is specified as the Fallback Settlement Method, or no Fallback Settlement Method is specified in the Conditions Supplement, and in each case Condition 9(d) (*Auction Settlement*) requires that the Issuer redeem the Notes in accordance

with this Condition 9(b) (*Cash Settlement*) and (2) an Event Determination Date has occurred during either the Notice Delivery Period or the Post Dismissal Additional Period, the Issuer shall give notice (such notice a “**Cash Settlement Notice**”) to the Noteholders following the final Valuation Date in accordance with Condition 17 (*Notices*) of the redemption of the Notes and the Credit Event Redemption Date, and provided that the related Event Determination Date has not been reversed on or prior to the final Valuation Date, subject to Condition 9(s) (*Adjustments following a Constraint Event*), on the Credit Event Redemption Date the Issuer shall redeem the Notes in accordance with sub-paragraph (ii) in this Condition 9(b) (*Cash Settlement*).

- (ii) Each Note shall be redeemed by the Issuer by payment, in respect of each principal amount of the Notes equal to the Calculation Amount, of the Credit Event Redemption Amount. Payment by the Issuer of the Credit Event Redemption Amount (in respect of each Calculation Amount) shall fully and effectively discharge the Issuer’s obligation to redeem the Applicable Percentage of the relevant Note.
- (iii) For the avoidance of doubt, an Event Determination Date may occur at any time on or prior to the Scheduled Maturity Date or during the Notice Delivery Period or the Post Dismissal Additional Period, as applicable, notwithstanding that the Cash Settlement Notice may be given after the occurrence of an Event Determination Date, and in some cases significantly later. Unless the relevant Credit Event is a M(M)R Restructuring or if otherwise stated in the applicable Conditions Supplement, an Event Determination Date may only occur on one occasion and a Cash Settlement Notice may only be delivered on one occasion. In the case of First-to-Default Credit Linked Notes or *N<sup>th</sup>*-to-Default Credit Linked Notes, if an Event Determination Date is purported to occur in respect of more than one Reference Entity on the same date, the Calculation Agent shall determine in its sole and absolute discretion which Reference Entity is the Reference Entity in respect of which an Event Determination Date has occurred.

***If an Event Determination Date has occurred and the Notes become redeemable in accordance with this Condition 9(b) (Cash Settlement), subject to Condition 9(s) (Adjustments following a Constraint Event), upon payment of the Credit Event Redemption Amount in respect of the Notes the Issuer shall have discharged its obligations in respect of the Applicable Percentage of the Notes and shall have no other liability or obligation whatsoever in respect of the Applicable Percentage of the Notes. The Credit Event Redemption Amount may be less than the principal amount and interest accrued in respect of the Notes, and in the worst case scenario may be zero. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.***

**(c) Physical Settlement**

- (i) If (1) Physical Settlement is specified as the Settlement Method in the applicable Conditions Supplement (or if Physical Settlement is specified as the Fallback Settlement Method and Condition 9(d) (*Auction Settlement*) requires that the Issuer redeem the Notes in accordance with this Condition 9(c) (*Physical Settlement*)) and (2) an Event Determination Date has occurred during either the Notice Delivery Period or the Post Dismissal Additional Period, then the Issuer shall give notice (such notice a “**Notice of Physical Settlement**”) to the Noteholders in accordance with Condition 17 (*Notices*) of the redemption of the Notes, the Deliverable Obligations comprising the Asset Amount that it reasonably expects to Deliver, the Outstanding Principal Balance or Due and Payable Amount (determined on the same basis as in the definition of Asset Amount) of each Deliverable Obligation and the expected Physical Settlement Date determined by the Calculation Agent in its sole and absolute discretion, and provided that such Event Determination Date has not been reversed on or prior to the final Valuation Date, Physical Settlement Date or, if earlier, Delivery Date, as applicable, the Issuer shall, subject to Condition 9(s) (*Adjustments following a Constraint Event*), redeem the Notes in accordance with sub-paragraph (ii) in this Condition 9(c) (*Physical Settlement*).
- (ii) Each Note shall be redeemed by the Issuer by Delivery, in respect of each principal amount of the Notes equal to the Calculation Amount, of the Deliverable Obligations comprised in the Asset Amount on the relevant Settlement Date, in accordance with and subject to Conditions 9(m) (*Physical Delivery*) and 9(n) (*Partial Cash Settlement*). For the avoidance of doubt, the Calculation Agent shall be entitled to select any of the Deliverable Obligations to be Delivered, irrespective of their market value. The relevant Asset Package, if applicable, will be deemed to

be a Deliverable Obligation comprised in the Asset Amount. The Asset Amount in respect of each Credit Linked Note equal to the Calculation Amount will be determined by reference to the relevant Prior Deliverable Obligation or Package Observable Bond specified in the relevant Notice of Physical Settlement or NOPS Amendment Notice, as applicable. Where appropriate the Calculation Agent may make any adjustment in relation to provisions for physical delivery and determination of the Asset Amount to take account of the relevant Asset Package. Delivery by the Issuer of the Deliverable Obligations comprised in the Asset Amount (including delivery of the Asset Package in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable) and/or payment of the Partial Cash Settlement Amount in accordance with Condition 9(n) (*Partial Cash Settlement*) (in respect of each Calculation Amount), if applicable, shall fully and effectively discharge the Issuer's obligation to redeem the Applicable Percentage of the relevant Note. For the avoidance of doubt, an Event Determination Date may occur at any time on or prior to the Scheduled Maturity Date or during the Notice Delivery Period or the Post Dismissal Additional Period, as applicable, notwithstanding that the Notice of Physical Settlement may be given later, and in some cases significantly later. Unless the relevant Credit Event is a M(M)R Restructuring or if otherwise stated in the applicable Conditions Supplement, an Event Determination Date may only occur on one occasion and a Physical Settlement Notice may only be delivered on one occasion. In the case of First-to-Default Credit Linked Notes or N<sup>th</sup>-to-Default Credit Linked Notes, if an Event Determination Date is purported to occur in respect of more than one Reference Entity on the same date, the Calculation Agent shall determine in its sole and absolute discretion which Reference Entity is the Reference Entity in respect of which an Event Determination Date has occurred.

- (iii) Following delivery of a Notice of Physical Settlement, the Issuer may notify the Noteholders (each such notification, a **"NOPS 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 NOPS Amendment Notice, as applicable, to the extent the relevant Deliverable Obligation has not been Delivered as of the date such NOPS Amendment Notice is effective in accordance with Condition 17 (*Notices*). A NOPS Amendment Notice shall specify each replacement Deliverable Obligation that the Issuer will Deliver (each, a **"Replacement Deliverable Obligation"**) and shall also specify the Outstanding Principal Balance or Due and Payable Amount (determined on the same basis as in the definition of Asset Amount) of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, that is being replaced or the equivalent Currency Amount of any such amount (with respect to each such Deliverable Obligation, the **"Replaced Deliverable Obligation Outstanding Amount"**). The Replacement Deliverable Obligation(s), taken together, shall have an aggregate Replaced Deliverable Obligation Outstanding Amount at least equal to the Outstanding Principal Balance(s) and/or Due and Payable Amount(s) (or the equivalent Currency Amount(s) of any such amount(s)) of the Deliverable Obligations being replaced. Each such NOPS Amendment Notice must be effective on or prior to the Physical Settlement Date (determined without reference to any change resulting from such NOPS Amendment Notice). Notwithstanding the foregoing, (i) the Issuer may correct any errors or inconsistencies contained in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, by notice to Noteholders in accordance with Condition 17 (*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 17 (*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 NOPS Amendment Notice, as applicable, it being understood in each case that any such notice of correction shall not constitute a NOPS Amendment Notice.
- (iv) If Mod R is specified as applicable in the Conditions Supplement 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 (X) is a Fully Transferable Obligation and (Y) 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.

- (v) If Mod Mod R is specified as applicable in the Conditions Supplement 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 (X) is a Conditionally Transferable Obligation and (Y) 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 an Event Determination Date has occurred and the Notes become redeemable in accordance with this Condition 9(c) (Physical Settlement) subject to Condition 9(s) (Adjustments following a Constraint Event), upon Delivery of the Deliverable Obligations comprising the Asset Amount 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 Applicable Percentage of the Notes and shall have no other liability or obligation whatsoever in respect of the Applicable Percentage of the Notes. The aggregate value of such Deliverable Obligations and/or the Partial Cash Settlement Amount may be less than the principal amount and interest accrued in respect of the Notes, and in the worst case scenario may be zero. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.***

**(d) Auction Settlement**

- (i) If (X) Auction Settlement is specified as the Settlement Method in the applicable Conditions Supplement, (Y) an Event Determination Date has occurred during either the Notice Delivery Period or the Post Dismissal Additional Period, and the related Event Determination Date has not been reversed on or prior to the Auction Final Price Determination Date, and (Z) an Auction Final Price Determination Date occurs, then the Issuer shall give an Auction Settlement Notice to the Noteholders following the Auction Final Price Determination Date in accordance with Condition 17 (Notices) and, subject to Condition 9(r) (Adherence to ISDA Protocols in Relation to Alternative Settlement or Valuation Method), on the Auction Credit Event Redemption Date redeem the Notes in accordance with sub-paragraph (ii) in this Condition 9(d) (Auction Settlement).
- (ii) Each Note shall be redeemed by the Issuer by payment, in respect of each principal amount of the Notes equal to the Calculation Amount, of the Auction Credit Event Redemption Amount. Payment by the Issuer of the Auction Credit Event Redemption Amount shall (in respect of each Calculation Amount) fully and effectively discharge the Issuer's obligation to redeem the Applicable Percentage of the relevant Note.
- (iii) 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 paragraphs (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;
  - (D) an Event Determination Date was determined pursuant to paragraph (a)(i) of the definition of Event Determination Date or paragraph (a) of the definition of Non-Standard Event Determination Date and no Credit Event Resolution Request Date



has occurred on or prior to the date falling three Business Days after such Event Determination Date; or

- (E) an Event Determination Date was determined pursuant to paragraph (b)(ii)(B) of the definition of Non-Standard Event Determination Date,

then:

- (x) if Fallback Settlement Method – Cash Settlement is specified as applicable in the Conditions Supplement, the Issuer shall redeem the Credit Linked Notes in accordance with Condition 9(b)(*Cash Settlement*) above; or
  - (y) if Fallback Settlement Method – Physical Delivery is specified as applicable in the Conditions Supplement, the Issuer shall redeem the Credit Linked Notes in accordance with Condition 9(c)(*Physical Settlement*) above.
- (iv) If Mod R Applicable or Mod Mod R Applicable is specified in the applicable Conditions Supplement and the Calculation Agent determines in respect of a Restructuring Credit Event that a No Auction Announcement Date has occurred pursuant to sub-paragraph (b) or (c)(ii) of the definition of No Auction Announcement Date, the Issuer may elect in its sole and absolute discretion to exercise the Movement Option.
- (A) If the Movement Option is exercised by the Issuer, then provided the related Event Determination Date is not reversed on or prior to the relevant Auction Final Price Determination Date, the Notes shall be redeemed on the Auction Credit Event Redemption Date at their Auction Credit Event Redemption Amount, for which purposes the Auction Credit Event Redemption Date and the Auction Credit Event Redemption Amount shall be determined by reference to the relevant Parallel Auction selected by the Issuer on exercising the Movement Option. If the Movement Option is exercised by the Issuer, all references in this Condition 9 (*Credit Linked Notes*) to “Auction”, “Credit Derivatives Auction Settlement Terms”, “Auction Cancellation Date”, “Auction Final Price Determination Date” and “Auction Settlement Date” shall be deemed to be references to the “Parallel Auction”, “Parallel Auction Settlement Terms”, “Parallel Auction Cancellation Date”, “Parallel Auction Final Price Determination Date” and “Parallel Auction Settlement Date” and the terms of this Condition 9 (*Credit Linked Notes*) shall be construed accordingly.
  - (B) If the Movement Option is not exercised, the Issuer shall redeem each Note in accordance with Condition 9(b) (*Cash Settlement*) if Cash Settlement is specified in the applicable Conditions Supplement as the Fallback Settlement Method or if no Fallback Settlement Method is specified in the Conditions Supplement, or in accordance with Condition 9(c) (*Physical Settlement*) if Physical Settlement is specified in the applicable Conditions Supplement as the Fallback Settlement Method.
- (v) For the avoidance of doubt, an Event Determination Date may occur at any time during the Notice Delivery Period or the Post Dismissal Additional Period, as applicable, notwithstanding that the Auction Settlement Notice may be given later, and in some cases significantly later. Unless the relevant Credit Event is a M(M)R Restructuring or if otherwise stated in the applicable Conditions Supplement, an Event Determination Date may only occur on one occasion and an Auction Settlement Notice may only be delivered on one occasion. In the case of First-to-Default Credit Linked Notes or  $N^{th}$ -to-Default Credit Linked Notes, if an Event Determination Date is purported to occur in respect of more than one Reference Entity on the same date, the Calculation Agent shall determine in its sole and absolute discretion which Reference Entity is the Reference Entity in respect of which an Event Determination Date has occurred.

***If an Event Determination Date has occurred and the Notes become redeemable in accordance with this Condition 9(d) (Auction Settlement), subject to Condition 9(s) (Adjustments following a Constraint Event), upon payment of the Auction Credit Event Redemption Amounts in respect of the Applicable Percentage of the Notes the Issuer shall have discharged its obligations in respect of the Applicable Percentage of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The Auction Credit Event Redemption Amount may be less than the principal amount and interest accrued in respect of the Notes and in the worst***

*case scenario, may be zero. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.*

**(e) Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension**

(i) If Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*) applies in respect of the Notes, and

(A) **Accrual of Interest upon Credit Event** is specified as not applicable in the applicable Conditions Supplement, each Note shall cease to bear interest from the Interest Period End Date (or, if none, the Interest Commencement Date) immediately preceding the Event Determination Date; or

(B) **Accrual of Interest upon Credit Event** is specified as applicable in the applicable Conditions Supplement, each Note shall cease to bear interest from the Event Determination Date and the final payment of interest shall be payable on the Credit Event Redemption Date, Auction Credit Event Redemption Date or Physical Settlement Date or Partial Cash Settlement Date, as applicable and no further interest shall be payable in respect of such delay; and

Provided Further That if

(C) the Notes are redeemed pursuant to Condition 9(f) (*Repudiation/Moratorium Extension*), Condition 9(g) (*Grace Period Extension*), Condition 9(h) (*Credit Derivatives DC Extension*) or Condition 9(i) (*Additional Maturity Date and Interest Payment Date Extension*); or

(D) Condition 9(j) (*Reversals of DC Resolutions and adjustments to Event Determination Dates*) applies pursuant to an adjustment to, or reversal of, an Event Determination Date,

then interest will accrue as provided in Condition 9(f) (*Repudiation/Moratorium Extension*), Condition 9(g) (*Grace Period Extension*), Condition 9(h) (*Credit Derivatives DC Extension*), Condition 9(i) (*Additional Maturity Date and Interest Payment Date Extension*) or Condition 9(j) (*Reversals of DC Resolutions and adjustments to Event Determination Dates*), as the case may be.

(ii) Without prejudice to Condition 9(h) (*Credit Derivatives DC Extension*), if, following the determination of an Event Determination Date but prior to the Credit Event Redemption Date, Auction Credit Event Redemption Date or Physical Settlement Date or Partial Cash Settlement Date (as applicable), there is a DC Credit Event Meeting Announcement, the Calculation Agent may, at its option, determine that the applicable timing requirements of this Condition 9 and the definitions of Credit Event Redemption Date, Auction Credit Event Redemption Date or Physical Settlement Date or Partial Cash Settlement Date, Valuation Date, Physical Settlement Period and PSN Cut-off Date (as applicable), and any other 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. Once the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal has occurred, the relevant timing requirements of the Conditions that have previously tolled or been suspended shall resume on the Business Day following such public announcement by the DC Secretary.

(iii) 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 these 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).

(iv) If:

(A) 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

- (B) 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 Interest Payment Date and no later than the fifth Business Day following the end of the Suspension Period.
- (v) No additional amount in respect of interest and no adjustment shall be made to the amount of any interest in connection with the delay or postponement of any payment of interest pursuant to sub-paragraph (iv) above. For the avoidance of doubt, no interest shall accrue on any Note after the Scheduled Maturity Date as a result of a suspension or postponement of interest pursuant to this Condition 9(e) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension*) (unless Condition 3(c) (*Accrual of Interest*) applies and upon due presentation of a Note for redemption payment of principal is withheld by the Issuer due to the Issuer's wilful default or gross negligence). The Issuer shall endeavour to give notice to the Noteholders in accordance with Condition 17 (*Notices*) as soon as reasonably practicable should any payment of interest be suspended and/or postponed pursuant to this Condition 9(e) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension*).

**(f) Repudiation/Moratorium Extension**

- (i) Where Repudiation/Moratorium is specified as a Credit Event in the applicable Conditions Supplement, the provisions of this Condition 9(f) (*Repudiation/Moratorium Extension*) shall apply unless otherwise modified by the applicable Conditions Supplement.
- (ii) Where an Event Determination Date has not occurred on or prior to the Scheduled Maturity Date or any Interest Payment Date but the Repudiation/Moratorium Extension Condition has been satisfied in respect of a Potential Repudiation/Moratorium which occurred with respect to an Obligation of a relevant Reference Entity on or prior to the Scheduled Maturity Date or any Interest Payment Date, then the Calculation Agent shall notify the Noteholders in accordance with Condition 17 (*Notices*) that a Potential Repudiation/Moratorium has occurred and the maturity of the Notes and/or relevant interest payment will be delayed and the Notes will be redeemed as follows:
  - (A) in relation to such event as of the Scheduled Maturity Date, provided that a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date:
    - i. subject to Condition 9(s) (*Adjustments following a Constraint Event*) and provided that there are no other Maturity Date Extension Events outstanding as at the Repudiation/Moratorium Evaluation Date, each Credit Linked Redemption Note will be redeemed by the Issuer at the Final Redemption Amount on the fifth Business Day following the Repudiation/Moratorium Evaluation Date or, if later, the Postponed Maturity Date; and
    - ii. in the case of interest bearing Notes only, the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Period End 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 Business Day following the Repudiation/Moratorium Evaluation Date or, if later, 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
  - (B) where a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date and an Event Determination Date has occurred, the provisions of Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable, shall apply to the Notes; or
  - (C) in relation to such event as of an Interest Payment Date, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on the relevant Interest Payment Date. In this case (i) where a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date then the relevant amount of interest shall be payable on the fifth Business Day following the Repudiation/Moratorium Evaluation Date or, if later, the Postponed Interest

Payment Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; or (ii) where a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date and an Event Determination Date has occurred thereafter, the relevant amount of interest will be adjusted accordingly and may be zero and will be payable on the fifth Business Day following the applicable Repudiation/Moratorium Evaluation Date or, if later, the Postponed Interest Payment Date.

**(g) Grace Period Extension**

- (i) If Grace Period Extension is specified as applicable in the applicable Conditions Supplement, the provisions of this Condition 9(g) (*Grace Period Extension*) shall apply.
- (ii) Where an Event Determination Date has not occurred on or prior to the Scheduled Maturity Date or any Interest Payment Date but a Potential Failure to Pay has occurred or may, in the sole and absolute determination of the Calculation Agent, have 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 or any Interest Payment Date (and such Grace Period(s) is/are continuing as at the Scheduled Maturity Date or relevant Interest Payment Date), then the Calculation Agent shall notify the Noteholders in accordance with Condition 17 (*Notices*) that a Potential Failure to Pay has occurred and the maturity of the Notes and/or relevant interest payment will be delayed and,
  - (A) in relation to such event as of the Scheduled Maturity Date, provided that a Failure to Pay has not occurred on or prior to the Grace Period Extension Date:
    - i. subject to Condition 9(s) (*Adjustments following a Constraint Event*) and provided that there are no other Maturity Date Extension Events outstanding as at the Grace Period Extension Date, each Credit Linked Redemption Note will be redeemed by the Issuer at the Final Redemption Amount on the fifth Business Day following the Grace Period Extension Date or, if later, the Postponed Maturity Date; and
    - ii. in the case of interest bearing Notes only, the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Period End 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 Business Day following the Grace Period Extension Date or, if later, 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
  - (B) where a Failure to Pay has occurred on or prior to a Grace Period Extension Date and an Event Determination Date has occurred, the provisions of Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable, shall apply to the Notes; or
  - (C) in relation to such event as of an Interest Payment Date, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on the relevant Interest Payment Date. In this case (i) where a Failure to Pay has not occurred on or prior to the Grace Period Extension Date then the relevant amount of interest shall be payable on the fifth Business Day following the Grace Period Extension Date or, if later, the Postponed Interest Payment Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; or (ii) where a Failure to Pay has occurred on or prior to the Grace Period Extension Date and an Event Determination Date has occurred thereafter, the relevant amount of interest will be adjusted accordingly and may be zero and will be payable on the fifth Business



Day following the applicable Grace Period Extension Date or, if later, the Postponed Interest Payment Date.

**(h) Credit Derivatives DC Extension**

- (i) If, in the determination of the Calculation Agent, 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 or any Interest Payment Date then the Calculation Agent shall notify the Noteholders in accordance with Condition 17 (*Notices*) that the Maturity Date or relevant Interest Payment Date has been postponed to a date (the “**DC Determination Cut-off Date**”) (i) on which a relevant DC Resolution is made or (ii) which is the last day of the Post Dismissal Additional Period where a relevant DC Credit Event Question Dismissal occurs, and,
- (A) in relation to such event as of the Scheduled Maturity Date, provided that a DC No Credit Event Announcement or DC Credit Event Question Dismissal has occurred on or prior to the DC Determination Cut-off Date and an Event Determination Date has not occurred:
- i. subject to Condition 9(s) (*Adjustments following a Constraint Event*) and provided that there are no other Maturity Date Extension Events outstanding as at the DC Determination Cut-off Date, each Credit Linked Redemption Note will be redeemed by the Issuer at the Final Redemption Amount on the fifth Business Day following the DC Determination Cut-off Date or if later, the Postponed Maturity Date; and
- ii. in the case of interest bearing Credit Linked Notes, the Issuer shall be obliged to pay interest calculated as provided herein accruing from (and including) the Interest Period End 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 Business Day following the DC Determination Cut-off Date or if later, 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
- (B) where a DC Credit Event Announcement or DC Credit Event Question Dismissal has occurred on or prior to the DC Determination Cut-off Date and an Event Determination Date has occurred, the provisions of Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable, shall apply to the Credit Linked Notes; or
- (C) where a DC Credit Event Question Dismissal has occurred on or prior to the DC Determination Cut-off Date, then for the avoidance of doubt, the Post Dismissal Additional Period will apply; or
- (D) in relation to such event as of an Interest Payment Date, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on the relevant Interest Payment Date. In this case (i) where a DC No Credit Event Announcement or DC Credit Event Question Dismissal has occurred on or prior to the DC Determination Cut-off Date and an Event Determination Date has not occurred, then the relevant amount of interest shall be payable on the fifth Business Day following the DC Determination Cut-off Date or if later, the Postponed Interest Payment Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; or (ii) where a DC Credit Event Announcement or DC Credit Event Question Dismissal has occurred on or prior to the DC Determination Cut-off Date and an Event Determination Date has occurred, the relevant amount of interest will be adjusted accordingly and may be zero and will be payable on the fifth Business Day following the applicable DC Determination Cut-off Date or if later, the Postponed Interest Payment Date.

**(i) Additional Maturity Date and Interest Payment Date Extension**



- (i) The following provisions of this Condition 9(i) (*Additional Maturity Date and Interest Payment Date Extension*) apply to Credit Linked Notes and, for the avoidance of doubt, may be applied on more than one occasion:

without prejudice to Condition 9(e)(ii), Condition 9(f), Condition 9(g) and Condition 9(h), if on (A) the Scheduled Maturity Date or any Interest Payment Date, (B), if applicable, the Repudiation/Moratorium Evaluation Date, (C) if Grace Period Extension is specified as applicable in the Conditions Supplement, the Grace Period Extension Date, (D) the last day of the Notice Delivery Period or (E) the DC Determination Cut-off Date, as the case may be, an Event Determination Date has not occurred but, in the determination of the Calculation Agent, a Credit Event or Potential Credit Event may have occurred, the Calculation Agent may at its option notify the Noteholders in accordance with Condition 17 (*Notices*) that the Maturity Date, the relevant Interest Payment Date, the 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, has been postponed to a date (such date the “**Postponed Maturity Date**” or, in the case of an Interest Payment Date, the “**Postponed Interest Payment Date**”) specified in such notice falling fifteen (15) Business Days after the Scheduled Maturity Date, the relevant Interest Payment Date, the previous Repudiation/Moratorium Evaluation Date or Grace Period Extension Date, or the last day of the Notice Delivery Period or the DC Determination Cut-off Date, as the case may be, or if such day is not a Business Day the immediately succeeding Business Day, and:

where:

1. in relation to such event as of each date specified in (A) to (E) above (other than Interest Payment Dates), provided that an Event Determination Date has not occurred on or prior to the Postponed Maturity Date:
  - a. subject to Condition 9(s) (*Adjustments following a Constraint Event*) and provided that no other Maturity Date Extension Events are outstanding as of the Postponed Maturity Date, each Note will be redeemed by the Issuer at its Final Redemption Amount on the fifth Business Day following the Postponed Maturity Date; and
  - b. in the case of interest bearing Notes only the Issuer shall be obliged to pay interest calculated as provided herein accruing from (and including) the Interest Period End 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 Business Day following 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
2. an Event Determination Date has occurred on or prior to the Postponed Maturity Date, the provisions of Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable, shall apply to the Credit Linked Notes; or
3. in relation to such event as of an Interest Payment Date, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on the relevant Interest Payment Date. In this case:
  - a. subject to sub-paragraph (b) below, (i) where an Event Determination Date has not occurred on or prior to the Postponed Interest Payment Date, then the relevant amount of interest shall be payable on the relevant Postponed Interest Payment Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; or (ii) where an Event Determination Date has occurred on or prior to the Postponed Interest Payment Date, the relevant amount of interest will be adjusted accordingly and may be zero and will be payable on the relevant Postponed Interest Payment Date; or
  - b. where the Maturity Date has been postponed in accordance with this Condition 9(i), (i) where an Event Determination Date has not occurred on or

prior to the Postponed Maturity Date, then the relevant amount of interest shall be payable on the fifth Business Day following the Postponed Maturity Date or if later, the relevant Postponed Interest Payment Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; or (ii) where an Event Determination Date has occurred on or prior to the Postponed Maturity Date, the relevant amount of interest will be adjusted accordingly and may be zero and will be payable on the fifth Business Day following the applicable Postponed Maturity Date or if later, the relevant Postponed Interest Payment Date.

**(j) Reversals of DC Resolutions and adjustments to Event Determination Dates**

- (i) Notwithstanding anything to the contrary herein, no Event Determination Date will occur, and any Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that the Calculation Agent determines that, prior to the Auction Final Price Determination Date, a Valuation Date, the Physical Settlement Date (or, if earlier, a Delivery Date), or the Maturity Date as applicable, a DC No Credit Event Announcement occurs with respect to the relevant Reference Entity or Obligation thereof.
- (ii) Notwithstanding anything to the contrary herein, no Succession Date will occur, and any succession event previously determined with respect to a Reference Entity shall be deemed not to have occurred, if, or to the extent that DC Secretary publicly announces that a previous DC Resolution Resolving that a Succession Date has occurred has been reversed by a subsequent DC Resolution of the relevant Credit Derivatives Determinations Committee, unless the prior DC Resolution or any prior determination by the Calculation Agent has resulted in the identification of one or more Successors or the identification of one or more Substitute Reference Obligations.
- (iii) Notwithstanding anything to the contrary in these Conditions, following the determination of an Event Determination Date, if:
  - (A) such Event Determination Date is deemed to have occurred on a date that is earlier than the date originally determined to be the Event Determination Date for the purposes of the Notes as a result of the application of the definition of Event Determination Date then:
    - (I) if the Notes are redeemed pursuant to Condition 9(b) (*Cash Settlement*) or 9(d) (*Auction Settlement*), an amount equal to the relevant EDD Adjustment Amount (if any) shall be deducted to the fullest extent possible from the Credit Event Redemption Amount or Auction Credit Event Redemption Amount, as applicable; or
    - (II) if the Notes are redeemed pursuant to Condition 9(c) (*Physical Settlement*), Deliverable Obligations (rounded up to the nearest whole number or denomination or other minimum amount in which the relevant Deliverable Obligations may be Delivered) with an Outstanding Principal Balance or Due and Payable Amount (rounded up to the nearest whole number or denomination or other minimum amount in which the relevant Deliverable Obligations may be Delivered), as applicable, having a market value equal to (or, where rounding upwards applies, greater than) the relevant EDD Adjustment Amount (if any) as of the relevant Delivery Date, as determined by the Calculation Agent in its sole and absolute discretion, shall be deducted to the fullest extent possible from the Asset Amount (or deducted from the Partial Cash Settlement Amount payable pursuant to Condition 9(n) (*Partial Cash Settlement*), if applicable). If the market value of the Outstanding Principal Balance or Due and Payable Amount of Deliverable Obligations so deducted is, due to rounding, greater than the relevant EDD Adjustment Amount, the Issuer shall pay an amount determined by the Calculation Agent in its sole and absolute discretion to Noteholders as soon as reasonably practicable in respect of the excess portion of such Deliverable Obligations; or

- (B) a DC No Credit Event Announcement occurs following the determination of an Event Determination Date but prior to the related Auction Final Price Determination Date, a Valuation Date or, the Physical Settlement Date (or, if earlier, a Delivery Date), as applicable, then the Event Determination Date originally determined for the purposes of the Notes shall be deemed not to have occurred (an “**Event Determination Date Reversal**”). The occurrence of an Event Determination Date Reversal shall not prejudice the occurrence or determination of any subsequent Event Determination Date(s) in relation to the relevant Reference Entity (if applicable). Notwithstanding Condition 3(c) (*Accrual of Interest*) and Condition 9(e) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension*), each Note shall recommence to accrue interest (in accordance with Condition 3 (*Interest*)) from the Interest Period End Date (the “**Interest Recommencement Date**”) immediately following the DC No Credit Event Announcement, and an amount equal to the Additional EDD Interest Amount shall be payable on such Interest Recommencement Date. For the avoidance of doubt, in no circumstances shall interest accrue on any Note on or after the Scheduled Maturity Date (unless Condition 3(c) (*Accrual of Interest*) applies and upon due presentation of a Note for redemption payment of principal is withheld by the Issuer due to the Issuer’s wilful default or gross negligence).

**(k) Succession**

- (i) With respect to any Reference Entity, subject to the following proviso, the Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the occurrence of the relevant Succession Date, and with effect from the Succession Date, whether the relevant thresholds set forth in the definition of “Successor” have been met, or any Successor or Successors including without limitation which entity qualifies under sub-paragraph (a)(vi) of the definition of “Successor”, as applicable. Provided that the Calculation Agent will not make such determination if, at such time, either (A) DC Secretary has publicly announced that a Successor Resolution Request Date has occurred (until such time, if any, as DC Secretary subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine a Successor) or (B) DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that a Succession Date for purposes of the certain credit derivative transactions has not occurred.
- (ii) In calculating the percentages used to determine whether the relevant thresholds set forth in the definition of “Successor” have been met, or which entity qualifies under sub-paragraph (a)(vi) of such definition, the Calculation Agent shall use, with respect to each applicable Relevant Obligation included in such calculation, the amount of the liability with respect to such Relevant Obligation listed in the Eligible Information and shall notify the Issuer of such calculation. In calculating the percentages used to determine whether an entity qualifies as a Successor under paragraph (a) of the definition of “Successor”, if there is a Steps Plan, the Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession. The Transaction Type applicable to the Successor(s) (as applicable) will be the Transaction Type that applied to the Reference Entity that has been identified in connection with such Succession Date.
- (iii) A copy of the notice of any determination of a Successor shall be given to Noteholders in accordance with Condition 17 (*Notices*) as soon as reasonably practicable, provided that failure to deliver such notice shall not invalidate the occurrence of the Succession Date.
- (iv) Where pursuant to paragraph (a)(iii), (a)(iv) or (a)(vi) of the definition of Successor, more than one Successor has been identified, the Calculation Agent shall adjust such of these Terms and Conditions and/or the Conditions Supplement 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 these Terms and Conditions and/or the Conditions Supplement in such a manner as to reflect the adjustment to and/or division of any credit derivative transaction(s) related to or underlying the Credit Linked Notes under the provisions of the 2014 ISDA Credit Derivatives Definitions.

- (v) Where the Notes are Single Name Credit Linked Notes:
- (A) Where a Succession Date has occurred and more than one Successor has been identified in accordance with these Conditions, each such Successor will be deemed to be a Reference Entity for purposes of the Notes and, to the extent applicable, the Calculation Agent shall apportion any outstanding principal amounts or any other relevant calculation amounts equally in relation to each Successor.
  - (B) If one or more of the Successors to the Reference Entity have not assumed the Reference Obligation (if any) specified in the applicable Conditions Supplement, the Calculation Agent may select a Substitute Reference Obligation in accordance with the definition of "Substitute Reference Obligation".
  - (C) Where a Credit Event occurs in respect of a Reference Entity after such occurrence of a Succession Date with more than one Successor being identified:
    - (1) the provisions of this Condition 9 (*Credit Linked Notes*) shall be deemed to apply to the Reference Entity Nominal Amount in respect of that Reference Entity only and all the provisions shall be construed accordingly;
    - (2) following occurrence of an Event Determination Date, the Notes shall be deemed to be redeemed *pro rata* in an amount equal to the Reference Entity Nominal Amount only;
    - (3) the Notes in an amount equal to the Aggregate Nominal Amount less the Reference Entity Nominal Amount shall remain outstanding (the "**Remaining Amount**") and interest (if applicable) shall accrue on the Remaining Amount as provided for in the Conditions and the applicable Conditions Supplement (adjusted in such manner as the Calculation Agent determines to be appropriate);
    - (4) the provisions of these Conditions shall apply to any subsequent Credit Event Notices delivered in respect of any of the other Reference Entities that are identified as a result of the occurrence of the Succession Date; and
    - (5) the applicable Conditions Supplement may be amended and restated at such time to reflect the effect of a Succession Date without the consent of the Noteholders and the Noteholders are deemed to agree to this provision by the purchase of the Notes.
- (vi) Where the Notes are First-to-Default Credit Linked Notes:
- (A) Where a Succession Date has occurred in respect of a Reference Entity (each such Reference Entity, a "**Succession Event Reference Entity**" and the Reference Entities unaffected by such Succession Date or any previous Succession Date, the "**Non-Succession Event Reference Entities**") and more than one Successor has been identified by the Calculation Agent, each Note will subsequently reference a number of Baskets (each a "**New Basket**") equal to the number of Successors, and each Successor (each a "**Successor Reference Entity**") will be a Reference Entity for the purposes of one of the New Baskets and each of the Non-Succession Event Reference Entity shall be a Reference Entity for the purposes of each and every one of the New Baskets. The Aggregate Nominal Amount of the Notes shall be apportioned equally between each New Basket (each portion a "**New Basket Nominal Amount**"). Thereafter, the occurrence of the first Credit Event will be assessed separately for each New Basket and only the occurrence of an Event Determination Date in respect of a Reference Entity in a New Basket will cause the Notes to be redeemed in part in a proportion which the New Basket Nominal Amount bears to the Aggregate Nominal Amount of the Notes as of the Issue Date (the "**New Basket Relevant Proportion**").
  - (B) Consequently, where all Non-Succession Event Reference Entities and all Successor Reference Entities are considered together:
    - (1) the occurrence of an Event Determination Date in respect of a Non-Succession Event Reference Entity will be a Credit Event for the purposes of each and every New Basket and each and every New Basket Nominal



Amount of the Notes and will cause the Notes to be redeemed in full in accordance with this Condition 9 (*Credit Linked Notes*); and

- (2) the occurrence of an Event Determination Date in respect of a Successor Reference Entity will be a Credit Event only in respect of the New Basket for which the relevant Successor Reference Entity is a Reference Entity and will cause the New Basket Relevant Proportion of the Notes to be redeemed in accordance with this Condition 9 (*Credit Linked Notes*).
- (C) Following a partial redemption of the Notes pursuant to this sub-paragraph (vi), interest shall accrue on the remaining outstanding principal amount of the Notes immediately following the partial redemption (the “**New Basket Outstanding Principal Amount**”) as provided for in these Conditions (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate) and the Calculation Agent shall continue to assess the occurrence of an Event Determination Date in respect of any Reference Entity for the purposes of the remaining New Baskets and the New Basket Outstanding Principal Amount in accordance with this Condition 9(k)(vi) (*Succession – Where the Notes are First-to-Default Credit Linked Notes*).
- (D) If one or more of the Successors to the Reference Entity have not assumed the Reference Obligation (if any) specified in the applicable Conditions Supplement, the Calculation Agent may select a Substitute Reference Obligation in accordance with the definition of “Substitute Reference Obligation”.
- (vii) Where the Notes are  $N^{\text{th}}$ -to-Default Credit Linked Notes:
- (A) Where a Succession Date has occurred in respect of a Reference Entity (each such Reference Entity, a “**Succession Event Reference Entity**” and the Reference Entities unaffected by such Succession Date or any previous Succession Date, the “**Non-Succession Event Reference Entities**”) and more than one Successor has been identified by the Calculation Agent, each Note will subsequently reference a number of Baskets (each a “**New Basket**”) equal to the number of Successors, and each Successor (each a “**Successor Reference Entity**”) will be a Reference Entity for the purposes of one of the New Baskets and each of the Non-Succession Event Reference Entity shall be a Reference Entity for the purposes of each and every one of the New Baskets. The Aggregate Nominal Amount of the Notes shall be apportioned equally between each New Basket (each portion a “**New Basket Nominal Amount**”). Thereafter, the occurrence of a Credit Event in respect of the  $N^{\text{th}}$  Reference Entity will be assessed separately for each New Basket and only the occurrence of an Event Determination Date in respect of the  $N^{\text{th}}$  Reference Entity in a New Basket will cause the Notes to be redeemed in part in a proportion which the New Basket Nominal Amount for the relevant New Basket bears to the Aggregate Nominal Amount of the Notes as of the Issue Date (the “**New Basket Relevant Proportion**”).
  - (B) Consequently, where all Non-Succession Reference Entities and all Successor Reference Entities are considered together:
    - (1) the occurrence of an Event Determination Date in respect of the  $N^{\text{th}}$  Reference Entity, where such  $N^{\text{th}}$  Reference Entity and each previous Reference Entity in respect of which an Event Determination Date has occurred are Non-Succession Event Reference Entities, will be the Credit Event for the purposes of each and every New Basket and each and every New Basket Nominal Amount of the Notes and will cause the Notes to be redeemed in full in accordance with this Condition 9 (*Credit Linked Notes*);
    - (2) the occurrence of an Event Determination Date in respect of the  $N^{\text{th}}$  Reference Entity, where either such  $N^{\text{th}}$  Reference Entity or one or more previous Reference Entity in respect of which an Event Determination Date has occurred is a Successor Reference Entity, will be the Credit Event only in respect of the New Basket in respect of which the relevant Successor Reference Entity is a Reference Entity. Thereafter the New Basket Relevant



Proportion of each Note shall be redeemed in accordance with this Condition 9 (*Credit Linked Notes*); and

- (3) the occurrence of an Event Determination Date in respect of the  $N^{th}$  Reference Entity where either: (x) such  $N^{th}$  Reference Entity and one or more previous Reference Entity in respect of which an Event Determination Date has occurred are each a Successor Reference Entity; or (y) such  $N^{th}$  Reference Entity is a Non-Succession Event Reference Entity but two or more previous Reference Entities in respect of which an Event Determination Date has occurred are Successor Reference Entities, will not be the Credit Event in respect of any of the New Baskets and will not cause the Notes to be redeemed either in part or in whole.
- (C) Following a partial redemption of the Notes pursuant to this sub-paragraph (vii), interest shall accrue on the remaining outstanding principal amount of the Notes immediately following the partial redemption (the **"New Basket Outstanding Principal Amount"**) as provided for in these Terms and Conditions (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate) and the Calculation Agent shall continue to assess the occurrence of an Event Determination Date in respect of the  $N^{th}$  Reference Entity for the purposes of the remaining New Baskets and the New Basket Outstanding Principal Amount in accordance with this Condition 9(k)(vii) (*Succession – Where the Notes are  $N^{th}$ -to-Default Credit Linked Notes*).
- (D) If one or more of the Successors to the Reference Entity have not assumed the Reference Obligation (if any) specified in the applicable Conditions Supplement, the Calculation Agent may select a Substitute Reference Obligation in accordance with the definition of "Substitute Reference Obligation".
- (viii) The provisions of these Terms and Conditions shall apply to any subsequent Succession Date. For the avoidance of doubt, the provisions of Conditions 9(k)(v), 9(k)(vi) and 9(k)(vii) shall apply to each Succession Date, provided that the Calculation Agent may make any adjustments to the Reference Entities and/or Baskets (including any New Baskets) as it determines, in its sole and absolute discretion, are necessary to reflect the occurrence of a Succession Date without the consent of the Noteholders.
- (ix) Where the effect of the foregoing provisions would be to specify a Reference Entity more than once with respect to the Notes or, in the case of Conditions 9(k)(vi) and 9(k)(vii), a New Basket, that Reference Entity shall be deemed to be specified only once.
- (x) Save as otherwise provided in the applicable Conditions Supplement, where any Reference Entity (the **"Surviving Reference Entity"**) (other than a Reference Entity that is subject to a Succession Date) would be a Successor to any other Reference Entity (the **"Legacy Reference Entity"**) pursuant to a Succession Date through the application of the foregoing provisions, (I) if Fixed Number of Reference Entities is not specified as applicable in the applicable Conditions Supplement, such Surviving Reference Entity shall be deemed a Successor to the Legacy Reference Entity or (II) if Fixed Number of Reference Entities is specified as applicable in the applicable Conditions Supplement, such Surviving Reference Entity shall be deemed not to be a Successor to the Legacy Reference Entity and the Calculation Agent shall select an additional entity to constitute a Reference Entity in replacement of the Legacy Reference Entity (such entity an **"Additional Reference Entity"**) such that the number of Reference Entities in respect of the Notes, or in respect of each New Basket, prior to the Succession Date is equal to the number of Reference Entities following the Succession Date, provided that if, in respect of any First-to-Default Credit Linked Notes or  $N^{th}$ -to-Default Credit Linked Notes, the Legacy Reference Entity is a Reference Entity in respect of more than one New Basket, the Calculation Agent shall select an Additional Reference Entity to replace such Legacy Reference Entity in each New Basket, each of which Additional Reference Entities may be different entities. Each Additional Reference Entity shall be of the same Transaction Type (as defined in the Physical Settlement Matrix) with a comparable credit rating as the Surviving Reference Entity, and shall be principally traded using the same Transaction Type as the relevant Surviving Reference Entity, as determined by the Calculation Agent in good faith and a commercially reasonable manner. Any such Additional Reference Entity will be deemed

to be a Reference Entity for the purposes of the Notes and all references in these Conditions to a "Reference Entity" or "Reference Entities" shall be construed accordingly.

- (xi) If one or more Additional Reference Entities are selected, the Calculation Agent may select a Substitute Reference Obligation in respect of each such Additional Reference Entity in accordance with the definition of "Substitute Reference Obligation".
- (xii) Unless Merger Event is specified as not applicable in the applicable Conditions Supplement, in the event at any time during the period from (and including) the Trade Date to (but excluding) the Scheduled Maturity Date that (x) the Issuer becomes a Successor to any Reference Entity as a result of the application of the foregoing provisions, (y) the Issuer and any Reference Entity become Affiliates or (z) the Issuer or a Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all its assets to, a Reference Entity or the Issuer (as applicable) (each a "**Merger Event**"), then the Issuer may, but shall not be obliged to, on giving not more than 30 nor less than 15 days' notice to Noteholders (the "**Merger Event Notice**"), redeem all but not some of the Notes at the Early Redemption Amount on the Early Redemption Date, in each case, specified in the Merger Event Notice.
- (xiii) Notwithstanding any other provisions in this Condition 9(k) (*Succession*), the Calculation Agent shall be entitled to make additional determinations (including without limitation as to the division of the Credit Linked Notes) and adjustments to the Conditions and to the applicable Conditions Supplement relating to, connected with, or as a result of, a Succession Date and identification of one or more Successors. Any such determinations and adjustments shall be made by the Calculation Agent in its sole and absolute discretion (provided that if such determinations have been made by the relevant Credit Derivatives Determinations Committee, then the Calculation Agent shall, unless (x) otherwise provided for in the applicable Conditions Supplement or (y) Calculation Agent Determination is specified as applicable in the applicable Conditions Supplement, be bound by such determinations) and, in the absence of manifest error, shall be conclusive and binding on all Noteholders. The applicable Conditions Supplement may be amended and restated at such time to reflect the effect of a Succession Date and identification of one or more Successors without the consent of the Noteholders and the Noteholders are deemed to agree to this provision by the purchase of the Notes.

**(l) Restructuring Credit Event**

- (i) If (A) Restructuring is specified in the applicable Conditions Supplement as being an applicable Credit Event; (B) either Mod R Applicable or Mod Mod R Applicable is specified in the applicable Conditions Supplement and (C) a Restructuring Credit Event occurs, then (unless otherwise specified in the applicable Conditions Supplement), the Issuer may deliver multiple Credit Event Notices with respect to such M(M)R Restructuring, each such Credit Event Notice setting forth the amount of the Aggregate Nominal Amount of the Notes or Reference Entity Nominal Amount (as applicable) in respect of the relevant Reference Entity, in each case, to which the Credit Event Notice relates (the "**Exercise Amount**"). If the relevant Credit Event Notice does not specify an Exercise Amount, then the Aggregate Nominal Amount of the Notes or Reference Entity Nominal Amount (as applicable) in respect of the relevant Reference Entity, in each case, outstanding immediately prior to the delivery of such Credit Event Notice will be deemed to have been specified as the Exercise Amount. Accordingly, notwithstanding anything to the contrary in these Conditions, where a M(M) R Restructuring has occurred and the Issuer has delivered a Credit Event Notice for an Exercise Amount that is less than the Aggregate Nominal Amount of the Notes outstanding or the Reference Entity Nominal Amount outstanding in respect of the relevant Reference Entity, in each case as at the date immediately prior to the delivery of such Credit Event Notice, as applicable, the provisions of these Conditions shall be deemed to apply to a principal amount of the Notes equal to the Exercise Amount only and all the provisions shall be construed accordingly. Each such Note shall be redeemed in part (such redeemed part being equal to the relevant proportion of the Exercise Amount).
- (ii) The Exercise Amount in connection with a Credit Event Notice describing a Restructuring Credit Event must be an amount that is at least 1,000,000 units of the currency (or, if Japanese Yen, 100,000,000 units) in which the Notes are denominated or any integral multiple thereof or the entire outstanding Aggregate Nominal Amount of the Notes or the Reference Entity

Nominal Amount outstanding in respect of the relevant Reference Entity, as applicable, at such time.

- (iii) The Notes shall be deemed to be redeemed *pro rata* in an amount equal to the Exercise Amount only. The Notes in an amount equal to the Aggregate Nominal Amount or Reference Entity Nominal Amount (as applicable) less the Exercise Amount shall remain outstanding (the “**Outstanding Notes Amount**”) and interest (if applicable) shall accrue on the Outstanding Notes Amount as provided for in these Conditions and the applicable Conditions Supplement (adjusted in such manner as the Calculation Agent determines to be appropriate).
- (iv) In respect of any subsequent Credit Event Notices delivered the Exercise Amount in connection with a Credit Event Notice describing a Credit Event other than a M(M)R Restructuring must be equal to the outstanding Aggregate Nominal Amount of the Notes or the Reference Entity Nominal Amount outstanding in respect of the relevant Reference Entity, as applicable, at such time (and not a portion thereof).
- (v) For the avoidance of doubt, (i) in the case of a First-to-Default Credit Linked Note, once a M(M)R Restructuring has occurred in respect of a Reference Entity, no further Credit Event Notices may be delivered in respect of any Reference Entity other than the Reference Entity that was the subject of the first occurring M(M)R Restructuring and (ii) in the case of an *N<sup>th</sup>*-to-Default Credit Linked Note, if a M(M)R Restructuring has occurred in respect of the *N<sup>th</sup>* Reference Entity, no further Credit Event Notices may be delivered in respect of any Reference Entity other than the *N<sup>th</sup>* Reference Entity.
- (vi) If Mod R Applicable is specified in the applicable Conditions Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then a Deliverable Obligation may only be included in an Asset Amount (including any amendment in a NOPS Amendment Notice), if such Deliverable Obligation (A) is a Fully Transferable Obligation and (B) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date.
- (vii) If Mod Mod R Applicable is specified in the applicable Conditions Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then a Deliverable Obligation may only be included in an Asset Amount (including any amendment in a NOPS Amendment Notice) if it (A) is a Conditionally Transferable Obligation and (B) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date.
- (viii) If the provisions of this Condition 9(l) (*Restructuring Credit Event*) 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 partial redemption.
- (ix) For the avoidance of doubt, if Restructuring is specified in the applicable Conditions Supplement as being an applicable Credit Event and neither Mod R Applicable nor Mod Mod R Applicable is specified in the applicable Conditions Supplement, the Issuer may not deliver multiple Credit Event Notices with respect to a Restructuring Credit Event. If a Restructuring Credit Event occurs, the Issuer may only deliver a single Credit Event Notice in respect of such Reference Entity and, subject to occurrence of an Event Determination Date and the other provisions of these Conditions, each Note shall be redeemed in full pursuant to and in accordance with Condition 9(a) (*Redemption*).
- (x) If Multiple Holder Obligation is specified as applicable in the applicable Conditions Supplement, notwithstanding anything to the contrary in the definition of Restructuring and this Condition 9 (*Credit Linked Notes*), the occurrence of, agreement to, or announcement of, any of the events described in sub-paragraphs (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.

**(m) Physical Delivery**

- (i) If any Credit Linked Note is to be redeemed by delivery of the Asset Amount(s), in order to obtain delivery of the Asset Amount(s) in respect of any Credit Linked Redemption Note:
  - (A) if such Note is represented by a Global Note, the relevant Noteholder must deliver to Euroclear, Clearstream, CDP, the Registrar or any Paying Agent, as the case may

be, with a copy to the Issuer and not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice; or

- (B) if such Note is in definitive form, the relevant Noteholder must deliver (i) if this Note is a Bearer Note, to any Paying Agent, or (ii) if this is a Registered Note, to the Registrar or any Paying Agent, in each case, with a copy to the Issuer not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice,

unless the Issuer determines, in its sole and absolute discretion, that the delivery of an Asset Transfer Notice is not required for such purpose. The Issuer may, by notice to Noteholders in accordance with Condition 17 (*Notices*), revise any of the procedures set out in, waive any condition or requirement or impose any additional condition or requirement under, this Condition 9(m) (*Physical Delivery*) as it thinks fit.

- (ii) Forms of the Asset Transfer Notice may be obtained during normal business hours from the specified office of the Registrar or any Paying Agent.
- (iii) An Asset Transfer Notice may only be delivered (i) if such Note is represented by a Global Note, in such manner as is acceptable to Euroclear, Clearstream, CDP, the Registrar or any Paying Agent, as the case may be, which is expected to be by authenticated SWIFT message or tested telex or such other form acceptable to Euroclear, Clearstream, CDP, the Registrar or any Paying Agent, as the case may be, or (ii) if such Note is in definitive form, in writing or by electronic means or such other form acceptable to the Registrar or the Paying Agent, as the case may be.

Subject to the provisions of this Condition 9(m) (*Physical Delivery*), if the Notes are in definitive form, the Notes must be delivered together with the duly completed Asset Transfer Notice.

- (iv) Unless otherwise specified in the applicable Conditions Supplement, an Asset Transfer Notice must:
- (A) specify the name and address of the relevant Noteholder, the person from whom the Issuer may obtain details for the delivery of the Asset Amount and any details required for delivery of the Asset Amount set out in the applicable Conditions Supplement;
- (B) in the case of Notes represented by a Global Note, specify the principal amount of Notes which are the subject of such notice and the number of the Noteholder's account at Euroclear, Clearstream, CDP or the Registrar, as the case may be, to be debited with such Notes and irrevocably instruct and authorise Euroclear, Clearstream, CDP or the Registrar, as the case may be, to debit the relevant Noteholder's account with such Notes on or before the Delivery Date;
- (C) include an undertaking to pay all Delivery Expenses and, in the case of Notes represented by a Global Note, an authority to debit a specified account of the Noteholder at Euroclear, Clearstream, CDP or the Registrar, as the case may be, in respect thereof and to pay such Delivery Expenses;
- (D) specify an account to which any amounts payable pursuant to Condition 9(n) (*Partial Cash Settlement*) or any other cash amounts specified in the applicable Conditions Supplement as being payable are to be paid; and
- (E) authorise the production of such notice in any applicable administrative or legal proceedings.
- (v) No Asset Transfer Notice may be withdrawn after receipt thereof by Euroclear, Clearstream, CDP, the Registrar or a Paying Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice, the relevant Noteholder may not transfer the Notes which are the subject of such notice.
- (vi) In the case of Notes represented by a Global Note, upon receipt of an Asset Transfer Notice, Euroclear, Clearstream, CDP or the Registrar, as the case may be, shall verify that the person specified therein as the Noteholder is the holder of the specified principal amount of Notes according to its books or other official records.
- (vii) Subject to the provisions of this Condition 9(m) (*Physical Delivery*), failure to complete and deliver an Asset Transfer Notice properly may result in such notice being treated as null



and void. Any determination as to whether such notice has been properly completed and delivered as provided in this Condition 9(m) (*Physical Delivery*) shall be made, in the case of Notes represented by a Global Note, by Euroclear, Clearstream, CDP, the Registrar or any Paying Agent as the case may be, after consultation with the Issuer and shall be conclusive and binding on the Issuer and the relevant Noteholder and, in the case of Notes in definitive form, by the relevant Paying Agent or the Registrar, as the case may be, after consultation with the Issuer, and shall be conclusive and binding on the Issuer and the relevant Noteholder.

- (viii) Delivery of the Asset Amount in respect of each Note shall be made at the risk of the relevant Noteholder in such commercially reasonable manner as the Calculation Agent shall in good faith determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice or in such manner as is specified in the applicable Conditions Supplement. All Delivery Expenses arising from the delivery of the Asset Amount in respect of such Note shall be for the account of the relevant Noteholder. The Issuer shall be entitled to postpone the delivery of the Asset Amount until all Delivery Expenses have been paid to the satisfaction of the Issuer by the relevant Noteholder. The Issuer shall not be obliged to make or procure any delivery if to do so would breach any applicable securities or other relevant laws.
- (ix) After delivery of the Asset Amount and for the Intervening Period, none of the Issuer, the Calculation Agent nor 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 or 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.
- (x) In relation to each Deliverable Obligation constituting the Asset Amount, the Issuer will Deliver or procure the Delivery of the relevant Deliverable Obligation as provided below on or before the Settlement Date, *provided that* if all or some of the Deliverable Obligations included in the Asset Amount are (a) Undeliverable Obligations or Hedge Disruption Obligations, then the Issuer shall continue to attempt to Deliver all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, until the date that is thirty calendar days after the Settlement Date (in respect of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, the "**Final Delivery Date**"), or (b) Undeliverable Loan Obligations or Unassignable Obligations, then the Issuer shall continue to attempt to Deliver all or a portion of such Undeliverable Loan Obligations or Unassignable Obligations, as the case may be, until the date that is 15 Business Days after the Settlement Date (in respect of such Undeliverable Loan Obligations or Unassignable Obligations, the "**Final Delivery Date**"),

PROVIDED FURTHER THAT:

- (A) if all or a portion of the Deliverable Obligations included in the Asset Amount that are Undeliverable Obligations or Hedge Disruption Obligations (but subject to subparagraph (B) below in the case of Assignable Loans or Consent Required Loans) are not Delivered by the Final Delivery Date, the provisions of Condition 9(n)(i) (*Partial Cash Settlement*) shall apply; or
- (B) if all or a portion of the Deliverable Obligations included in the Asset Amount that consist of Assignable Loans or Consent Required Loans that, due to the non-receipt of any requisite consents, are not capable of being Delivered by the Final Delivery Date, the provisions of Condition 9(n)(ii) (*Partial Cash Settlement*) shall apply.

If, subject to the provisions of this Condition 9(m) (*Physical Delivery*), a Noteholder fails to give an Asset Transfer Notice as provided herein on or prior to the Cut-Off Date specified in the applicable Conditions Supplement, the Issuer will, subject as provided above, deliver the Deliverable Obligations constituting the Asset Amount in respect of the relevant Notes as soon as practicable after the receipt of the duly completed Asset Transfer Notice at the risk of such Noteholder, PROVIDED THAT if, in respect of a Note, a Noteholder fails to give an Asset Transfer Notice prior to the day falling 180 calendar days after the Cut-Off Date, the Issuer's obligations in respect of such Notes shall be discharged and the Issuer shall have no 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 delivery date falling after the originally designated delivery date and no liability in respect thereof shall attach to the Issuer.

**(n) Partial Cash Settlement**

- (i) If all or a portion of the Undeliverable Obligations or Hedge Disruption Obligations comprising the Asset Amount in respect of a Note are not Delivered by the Final Delivery Date (other than in respect of Assignable Loans or Consent Required Loans that, due to the non-receipt of any requisite consents, are not capable of being Delivered on that day), the Issuer shall give notice (a “**Partial Cash Settlement Notice**”) to the Noteholders in accordance with Condition 17 (*Notices*) and the Issuer shall pay in respect of each Undeliverable Obligation 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 will give details of why it is unable to deliver the relevant Undeliverable Obligations or Hedge Disruption Obligations, as the case may be.

- (ii) If:
- (A) Partial Cash Settlement of Consent Required Loans is specified as applying in the applicable Conditions Supplement and all or a portion of the Deliverable Obligations comprising the Asset Amount consist of Consent Required Loans that, due to the non-receipt of any requisite consents, are not capable of being Delivered by the Final Delivery Date (each such Deliverable Obligations being an “**Undeliverable Loan Obligation**”); or
  - (B) Partial Cash Settlement of Assignable Loans is specified as applying in the applicable Conditions Supplement and all or a portion of the Deliverable Obligations comprising the Asset Amount consist of Assignable Loans that, due to the non-receipt of any requisite consents, are not capable of being Delivered by the Final Delivery Date (each such Deliverable Obligation being an “**Unassignable Obligation**”),

the Issuer shall give notice to the Noteholders in accordance with Condition 17 (*Notices*) and the Issuer shall pay in respect of each Undeliverable Loan Obligation or Unassignable Obligation, the Partial Cash Settlement Amount on the Partial Cash Settlement Date. For the avoidance of doubt, if neither Partial Cash Settlement of Consent Required Loans nor Partial Cash Settlement of Assignable Loans is specified as applying in the applicable Conditions Supplement, and all of the Deliverable Obligations comprising the Asset Amount consist of Undeliverable Loan Obligations or Unassignable Obligations, as the case may be, then the Issuer shall have no further obligation to Deliver any Asset Amount or pay any Partial Cash Settlement Amount in respect of the Notes.

Unless otherwise specified in the applicable Conditions Supplement, for the purpose of this Condition 9(n) (*Partial Cash Settlement*) only, the following terms shall be defined as follows:

“**Partial Cash Settlement Amount**” is deemed to be, for an Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable 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, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation, as the case may be, multiplied by (B) the Final Price with respect to such Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation, as the case may be, less if applicable (C) Unwind Costs, if any (but excluding any Unwind Costs already taken into account in calculating the relevant Asset Amount), and (ii) zero.

“**Partial Cash Settlement Date**” is deemed to be the date falling three Business Days after the calculation of the Final Price.

**(o) Transaction Type Standard Terms**

In respect of a series of Notes whose Conditions Supplement specified that Physical Settlement Matrix Standard Terms apply and specified one or more “Transaction Types” that are included in the Physical Settlement Matrix, the terms of this Condition 9 (*Credit Linked Notes*) which are set out in the Physical Settlement Matrix with respect to such “Transaction Type” shall be deemed to apply

to that Series of Notes, provided that the Conditions Supplement does not specify any inconsistent terms, in which case the provisions of the Conditions Supplement shall prevail.

**(p) Provisions taken from the ISDA supplement titled “Additional Provisions for Monoline Insurer Reference Entities (September 15, 2014)”**

If this Condition 9(p) (*Provisions taken from the ISDA supplement titled “Additional Provisions for Monoline Insurer Reference Entities (September 15, 2014)”*) is specified as applicable in the applicable Conditions Supplement, the following provisions will apply:

- (i) *Obligation and Deliverable Obligation.* Paragraph (a) of the definition of “Obligation” in Condition 23 (*Definitions*) and paragraph (a) of the definition of “Deliverable Obligation” in Condition 23 (*Definitions*) are hereby amended by adding “or Qualifying Policy” after “or as provider of a Relevant Guarantee”.
- (ii) *Interpretation of Provisions.* In the event that an Obligation or a Deliverable Obligation is a Qualifying Policy, the terms of paragraph (ii)(D) of the definition of “Deliverable Obligation” in Condition 23 (*Definitions*) 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:
  - (A) 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 this Condition 9 (*Credit Linked Notes*) and Condition 23 (*Definitions*) in respect of such an Insured Instrument shall be construed accordingly;
  - (B) 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;
  - (C) 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 Conditions Supplement;
  - (D) if the Assignable Loan, Consent Required Loan, Direct Loan Participation or Transferable Deliverable Obligation Characteristics are specified in the applicable Conditions Supplement 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;
  - (E) 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
  - (F) 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.
- (iii) *Outstanding Principal Balance.* References in paragraph (a) of the definition of Outstanding Principal Balance 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 Instrument shall be disregarded for the purposes of paragraph (b)(ii) 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.

- (iv) *Deliver.* For the purposes of the definition of “Deliver” in Condition 23 (*Definitions*), “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.
- (v) *Provisions for Determining a Successor.* Paragraph (a) and the last two paragraphs appearing at the end of paragraph (b) of the definition of Successor are hereby amended by adding “or Qualifying Policy” after each occurrence of “a Relevant Guarantee”. The paragraph appearing at the end of paragraph (b) of the definition of Successor is hereby amended by adding “or provider of a Qualifying Policy” after “as guarantor or guarantors”.
- (vi) *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 the definition of Substitution Event are hereby amended by adding “or Qualifying Policy” after “a guarantee”.
- (vii) *Restructuring.*
  - (1) 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 Condition 23 (*Definitions*) 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 (A) the payment or accrual of the Instrument Payments described in paragraph (A)
    - (d) of the definition thereof or (B) 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;
    - (e) a change in the ranking in priority of payment of (A) any Obligation under a Qualifying Policy in respect of Instrument Payments, causing the Subordination of such Obligation to any other Obligation or (B) 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
    - (f) 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 in whole).
  - (2) Paragraph (iv) of the definition of “Restructuring” in Condition 23 (*Definitions*) 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.
  - (3) The definition of “Restructuring” in Condition 23 (*Definitions*) is hereby amended by the insertion of the following paragraph after the final paragraph thereof:

“For the purposes of the definitions of “Restructuring” and “Multiple Holder Obligation” in Condition 23 (*Definitions*), 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 paragraphs (a) to (e) inclusive of the definition of “Restructuring” shall be deemed to refer to the Insured Obligor and the reference to the Reference Entity in paragraphs (i) to (iv) inclusive in the definition of “Restructuring” shall continue to refer to the Reference Entity.”

- (viii) *Fully Transferable Obligation and Conditionally Transferable Obligation.* In the event that M(M)R Restructuring is specified as applying in the applicable Conditions Supplement and a Fully Transferable Obligation or Conditionally Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of the relevant definition 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. 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 Condition 9(c) (*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.
- (ix) *Other Provisions.* For purposes of the definitions of “Prohibited Action”, “Credit Event” and “Deliver” in Condition 23 (*Definitions*), references to the “Underlying Obligation” and the “Underlying Obligor” shall be deemed to include “Insured Instruments” and the “Insured Obligor”, respectively.
- (x) *Additional Definitions.*

“**Qualifying Policy**” means a financial guarantee 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 this Condition 9(p) (*Provisions taken from the ISDA supplement titled “Additional Provisions for Monoline Insurer Reference Entities (September 15, 2014)”*)) (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). The benefit of a Qualifying Policy must be capable of being Delivered together with the Delivery of the Insured Instrument.

“**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 (d) below 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.

**(q) Calculation Agent and Calculation Agent Notices**

Whenever the Calculation Agent is required to act or exercise judgment, 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 this Condition 9 (*Credit Linked Notes*), notify the Issuer and, if required by this Condition 9 (*Credit Linked Notes*), the Noteholders of such determination, provided



that failure to notify the Issuer or, if applicable, the Noteholders shall not invalidate the determination. The Calculation Agent is not acting as a fiduciary for or as an advisor to the Noteholders in respect of its duties as Calculation Agent in connection with any Notes.

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to this Condition 9 (*Credit Linked Notes*) shall (in the absence of manifest error) be final and binding on the Issuer and the Noteholders. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. In performing its duties pursuant to the Notes, the Calculation Agent shall act in its sole and absolute discretion. 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 and the Issuer shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

In relation to the delivery by the Calculation Agent to the Issuer of any notice pursuant to this Condition 9 (*Credit Linked Notes*), a notice will be effective when given, regardless of the form in which it is delivered. A notice given by telephone will be deemed to have been delivered at the time the telephone conversation takes place. If the notice is delivered by telephone, a written confirmation will be executed and delivered confirming the substance of that notice within one Calculation Agent City Business Day of that notice. Failure to provide that written confirmation will not affect the effectiveness of that telephonic notice.

For the purposes of determining the day on which an event occurs for purposes of these Conditions, the Calculation Agent will determine the demarcation of days by reference to the CLN Relevant 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.

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 at the CLN Relevant Time, irrespective of the time zone of its place of payment.

The Calculation Agent may from time to time amend any provision of these Credit Linked Note Conditions or the Notes to incorporate and/or reflect further or alternative documents from time to time published by DC Secretary with respect to the settlement of credit derivative transactions and/or the operation or application of determinations by the ISDA Credit Derivatives Determinations Committees which the Calculation Agent and the Issuer determine in a commercially reasonable manner are necessary to reflect market practice for credit derivative transactions. The applicable Conditions Supplement may be amended and restated from time to time to reflect such changes in market convention without the consent of the Noteholders and the Noteholders are deemed to agree to this provision by the purchase of the Notes. Any amendment made in accordance with this paragraph shall be notified to the Noteholders in accordance with Condition 17 (*Notices*).

**(r) *Adherence to ISDA Protocols in Relation to Alternative Settlement or Valuation Method***

In the event that a protocol setting out an alternative settlement or valuation method is published by ISDA (a "**Protocol**") in relation to a Reference Entity, the Calculation Agent may in its sole discretion determine whether to follow some or all of the terms of such Protocol for purposes of this Condition 9 (*Credit Linked Notes*).

Notwithstanding any other provisions in this Condition 9 (*Credit Linked Notes*), in the event that the Calculation Agent decides to adhere to a Protocol, the Calculation Agent may adjust such terms of this Condition 9 (*Credit Linked Notes*) as it deems appropriate to reflect some or all of the relevant settlement, valuation and other provisions of the Protocol. These may include, without limitation, adjustments in relation to the determination of any Credit Event Redemption Amount, any Final Price or any Asset Amount or determining Cash Settlement rather than Physical Settlement shall apply or vice versa. Nothing in this Condition 9(r) (*Adherence to ISDA Protocols in Relation to Alternative Settlement or Valuation Method*) should be taken as requiring the Calculation Agent to follow the terms of any Protocol.

**(s) *Adjustments following a Constraint Event***



(i) *Action following a Constraint Event*

If Constraint Event provisions are specified as applicable in the applicable Conditions Supplement and the Calculation Agent determines that a Constraint Event has occurred or exists at any time on or prior to the Scheduled Maturity Date or any other day on which any payment or delivery is due in respect of the Notes, the Issuer in its sole and absolute discretion may, subject as provided below, take the action specified in any of (A), (B) or (C) below:

- (A) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the Final Redemption Amount and/or any other amount falling due and/or any other terms of these Conditions and/or the applicable Conditions Supplement to account for such Constraint Event, and determine the effective date of that adjustment; or
- (B) where Constraint Event Early Redemption is specified as applicable in the applicable Conditions Supplement, give notice to Noteholders in accordance with Condition 17 (*Notices*) and redeem all, but not some only, of the Notes, at the Early Redemption Amount on the Early Redemption Date, in each case, specified in such notice; or
- (C) where Constraint Event Early Redemption is not specified as applicable in the applicable Conditions Supplement, give notice to the Noteholders (in accordance with Condition 17 (*Notices*)), designate the Notes as “Suspended Notes” and specify the effective date thereof (the “**Suspension Date**”). The Issuer shall have no obligation to make any payment or perform any other obligation in respect of the Notes while the Notes are Suspended Notes and, subject as provided below, any such payment or other performance shall be postponed to no later than the tenth Business Day following the Cessation Date (as defined below). No additional interest or any other payment or compensation shall be due to Noteholders as a result of any such delay. The Notes shall remain Suspended Notes until the relevant Constraint Event ceases to exist and the Issuer notifies the cessation of such Constraint Event to Noteholders in accordance with Condition 17 (*Notices*) (the effective date of such notification the “**Cessation Date**”) provided that if in the determination of the Calculation Agent the relevant Constraint Event continues to exist on the second anniversary of the Suspension Date (the “**Suspension Cut-Off Date**”), the Suspended Notes shall expire worthless and shall be cancelled by the Issuer in which case all obligations of the Issuer to the Noteholders in respect of the Notes shall be discharged and the Noteholders shall have no further recourse to the Issuer in respect of the Notes.

Without prejudice to the foregoing, following any Cessation Date the Issuer may require the Calculation Agent to determine in its sole and absolute discretion, any adjustment to one or more of the Final Redemption Amount and/or any other amount falling due and/or any other terms of these Conditions and/or the applicable Conditions Supplement necessary or appropriate in order to determine any such amounts or other obligations due or to be performed in respect of the Notes, taking into account, without limitation, the occurrence of the relevant Constraint Event and the effect of any delay pursuant to this Condition.

If delivery of any assets is made later than the originally scheduled due date for delivery as a result of the occurrence of a Constraint Event, until delivery is made to the Noteholders, none of the Issuer, the Calculation Agent or any other person shall at any time (i) be under any obligation to deliver or procure delivery to the Noteholders or any subsequent transferee any letter, certificate, notice, circular or any other document or payment whatsoever received by that person in respect of such assets, (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such assets or (iii) be under any liability to the Noteholders or any subsequent transferee in respect of any loss or damage which the Noteholders or subsequent transferees may sustain or suffer as a result, whether directly or indirectly, of that person being the legal owner of such assets until the date of delivery.

(ii) *Definition of Constraint Event*

Subject as provided below, for the purposes of this Condition, “**Constraint Event**” means any of:

- (A) if “**General Inconvertibility**” is specified as applicable in the applicable Conditions Supplement, the occurrence of any event that generally makes it impossible or not reasonably practicable to convert the Local Currency into the Specified Currency in any Relevant Jurisdiction through customary legal channels;
- (B) if “**Specific Inconvertibility**” is specified as applicable in the applicable Conditions Supplement, the occurrence of any event that makes it impossible or not reasonably practicable for any Reference Entity and/or any Hedging Party to convert the Local Currency into the Specified Currency in any Relevant Jurisdiction, other than where such impossibility or impracticality is due solely to the failure by such Reference Entity and/or Hedging Party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible or not reasonably practicable for such Reference Entity and/or Hedging Party, due to an event beyond its control, to comply with such law, rule or regulation);
- (C) if “**General Non-Transferability**” is specified as applicable in the applicable Conditions Supplement, the occurrence of any event that generally makes it impossible or not reasonably practicable to deliver (a) the Specified Currency from accounts inside any Relevant Jurisdiction to accounts outside such Relevant Jurisdiction or (b) the Local Currency between accounts inside the Relevant Jurisdiction or to a party that is a non-resident of such Relevant Jurisdiction;
- (D) if “**Specific Non-Transferability**” is specified as applicable in the applicable Conditions Supplement, the occurrence of any event that makes it impossible or not reasonably practicable for any Reference Entity and/or any Hedging Party to deliver (a) the Local Currency from accounts inside any Relevant Jurisdiction to accounts outside such Relevant Jurisdiction or (b) the Local Currency between accounts inside any Relevant Jurisdiction or to a party that is a non-resident of such Relevant Jurisdiction, other than where such impossibility or impracticality is due solely to the failure by such Reference Entity and/or Hedging Party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible or not reasonably practicable for such Reference Entity and/or Hedging Party, due to an event beyond its control, to comply with such law, rule or regulation);
- (E) if “**Nationalisation**” is specified as applicable in the applicable Conditions Supplement, any expropriation, confiscation, requisition, nationalisation or other action is taken by a Governmental Authority which deprives any Reference Entity and/or Hedging Party of all or substantially all of its assets in any Relevant Jurisdiction;
- (F) if “**Hedging Disruption**” is specified as applicable in the applicable Conditions Supplement, the Issuer determines that any arrangements entered into by any Hedging Party in order to hedge the Issuer’s obligations in respect of the Notes in whole or in part cannot reasonably be established, maintained or re-established; or
- (G) if “**Downgrade**” is specified as applicable in the applicable Conditions Supplement, the Credit Rating in respect of any Downgrade Obligation is lower than the relevant Specified Rating or any Downgrade Obligation is no longer rated by the relevant Rating Agency. If a Downgrade Obligation no longer exists, the Calculation Agent may, in its sole and absolute determination, identify a substitute Downgrade Obligation that ranks equal in priority of payment with the Downgrade Obligation and is issued or guaranteed (as to both principal and interest or other similar payments if applicable) by the same entity as the issuer of the Downgrade Obligation immediately prior to such substitution. The Calculation Agent may make such adjustments to the Conditions and/or the applicable Conditions Supplement to take account of any such substitution, including an adjustment in relation to the relevant Specified Rating and Rating Agency. If the Downgrade Obligation is a Reference Obligation for the purposes of this Condition 9 (*Credit Linked Notes*), the Calculation Agent may, without limitation, select the relevant successor Reference Obligation determined pursuant to this Condition 9 (*Credit Linked Notes*) as the successor Downgrade Obligation. The Issuer shall give notice to Noteholders in accordance with Condition 17 (*Notices*) of any such substitution and the effective date thereof.

(iii) *Other Relevant Definitions*

For the purposes of this Condition 9(s) (*Adjustments following a Constraint Event*):

“**Credit Rating**” means, in relation to a Downgrade Obligation, the rating assigned to such Downgrade Obligation by the relevant Rating Agency (irrespective of whether such rating is under review with positive or negative implications).

“**Downgrade Obligation**”, in relation to a Downgrade, is as specified in the applicable Conditions Supplement.

“**Hedging Party**” means the Issuer and/or any Affiliate and/or any other party which conducts hedging arrangements in respect of the Issuer’s obligations in respect of the Notes from time to time.

“**Governmental Authority**” means any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a Reference Entity or of the jurisdiction of organisation of a Reference Entity or of any Relevant Jurisdiction, as applicable.

“**Local Currency**” means, in relation to General Inconvertibility, Specific Inconvertibility, General Non-Transferability or Specific Non-Transferability, the currency specified as such in relation to such event in the applicable Conditions Supplement and any successor currency as determined by the Calculation Agent.

“**Rating Agency**”, in relation to a Downgrade, is as specified in the applicable Conditions Supplement.

“**Reference Entity**” means each Reference Entity as such term is defined in Condition 23 (*Definitions*).

“**Relevant Jurisdiction**” means, in relation to General Inconvertibility, Specific Inconvertibility, General Non-Transferability or Specific Non-Transferability or Nationalisation, the jurisdiction or jurisdictions specified as such in the applicable Conditions Supplement in relation to such event and the expression Relevant Jurisdiction includes any territory or political subdivision thereof.

“**Specified Currency**” means the currency specified as such in the Conditions Supplement.

“**Specified Rating**”, in relation to a Downgrade, is as specified in the applicable Conditions Supplement.

(t) ***Provisions taken from the ISDA supplement titled “Additional Provisions for LPN Reference Entities” (September 15, 2014)***

If this Condition 9(t) (*Provisions taken from the ISDA supplement titled “Additional Provisions for LPN Reference Entities” (September 15, 2014)*) is specified as applicable in the applicable Conditions Supplement, the following provisions will apply:

- (i) Multiple Holder Obligation will be Not Applicable with respect to any Reference Obligation (and any Underlying Loan).
- (ii) Each Reference Obligation will be an Obligation notwithstanding anything to the contrary in this Condition 9 (*Credit Linked Notes*) and Condition 23 (*Definitions*), including but not limited to the definition of “Obligation” in Condition 23 (*Definitions*), and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity.
- (iii) Each Reference Obligation will be a Deliverable Obligation notwithstanding anything to the contrary in this Condition 9 (*Credit Linked Notes*) and Condition 23 (*Definitions*), including but not limited to the definition of “Deliverable Obligation” in Condition 23 (*Definitions*), and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity.
- (iv) 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.

- (v) The “Not Subordinated” Obligation Characteristic and Deliverable Obligation Characteristic shall be construed as if no Reference Obligation was specified in respect of the Reference Entity.
- (vi) *Relevant Definitions*

For the purpose of this Condition 9(t) (*Provisions taken from the ISDA supplement titled “Additional Provisions for LPN Reference Entities” (September 15, 2014)*):

“**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 (a) in the event that there is an Underlying Loan with respect to such LPN the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity; or (b) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics; (ii) the LPN satisfies the following Deliverable Obligation Characteristics: Transferable, Not Bearer, Specified 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 Conditions Supplement or set forth on the relevant LPN Reference Obligations List, as published by Markit Group Limited, or any successor thereto, as of the Trade Date.

“**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 relevant 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 from constituting a Reference Obligation. Each LPN Reference Obligation is issued for the sole purpose of providing funds for the Issuer to finance a loan to the Reference Entity. For the purposes of the Credit Linked Notes, each such loan shall be an Underlying Loan.

“**Reference Obligation**” means, as of the Trade Date, each of the obligations listed as a Reference Obligation of the Reference Entity in the Conditions Supplement 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, 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 these Conditions, and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity. Standard Reference Obligation shall be Not Applicable. The proviso in the definition of Original Non-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 these Conditions to “the Reference Obligation” shall be construed

as a reference to “a Reference Obligation” and all other provisions of these Conditions shall be construed accordingly.

The definitions of Substitute Reference Obligation and Substitution Event shall not be applicable to LPN Reference Obligations.

**(u) Early redemption or exercise 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 occurs with respect to the Reference Obligation, then:

- (i) interest (if any) shall cease to accrue on the Credit Linked Notes from and including the Interest Period End 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
- (ii) each Credit Linked Note will be redeemed by the Issuer at its relevant Reference Obligation Only Termination Amount specified in, or determined in the manner specified in, the Conditions Supplement in the Specified Currency on the Maturity Date, which for the purposes of this Condition 9(u) shall be the day falling five Business Days following the relevant Substitution Event Date.

**10. Purchase**

If so specified in the applicable Conditions Supplement, the Issuer may, provided that no Event of Default has occurred and is continuing, purchase Notes (or any of them) at any time and from time to time in the open market or otherwise at any price, provided that the Issuer shall not purchase any Definitive Bearer Note unless it purchases all unmatured Receipts and Coupons (if any) in respect of such definitive Note.

If the applicable Conditions Supplement does not indicate that the Issuer may purchase Notes, the Issuer may not purchase Notes.

The Issuer may, at its option, retain such Notes purchased by the Issuer pursuant to this Condition 10 (*Purchase*) for its own account and/or resell or cancel or otherwise deal with them at its discretion.

**11. Taxation**

Unless otherwise specified in the applicable Conditions Supplement, Condition 11(a) (*Gross-Up*) shall be deemed to apply.

**(a) Gross-Up**

All payments of principal and interest in respect of the Notes, the Receipts and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- (i) *Other connection:* to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with Singapore other than the mere holding of the Note, Receipt or Coupon; or
- (ii) *Lawful avoidance of withholding:* to, or to a third party on behalf of, a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or residence or other similar claim for exemption to any tax authority in the place where the relevant Note (or the Certificate representing it), Receipt or Coupon is presented for payment; or
- (iii) *Presentation to alternative Paying Agent:* (except in the case of the Notes in registered from) presented for payment by or on behalf of a holder who would be able to avoid such



withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union; or

- (iv) *Presentation more than 30 days after the Relevant Date*: presented for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth day.

Notwithstanding any other provision of the Terms and Conditions, any amounts to be paid on the Notes by or on behalf of the Issuer will be paid net of any FATCA Withholding and any 871(m) Withholding. Neither the Issuer nor any other person shall be obliged to gross up any payments in respect of any Notes for any FATCA Withholding or 871(m) Withholding.

**(b) No Gross-Up**

If this Condition 11(b) (*No Gross-Up*) is specified as applicable in the applicable Issue Document, the Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Note and all payments made by the Issuer shall be made subject to any tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

## 12. Prescription

The Notes (whether in bearer or registered form), Receipts and Coupons will become void unless presented for payment:

- (a) where English law is specified to be the governing law of the Notes, within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date; and
- (b) where Singapore law is specified to be the governing law of the Notes, within a period of three years (whether in the case of principal or interest) after the Relevant Date.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 12 (*Prescription*) or Condition 4(b) (*Payments — Presentation of Definitive Bearer Notes, Receipts and Coupons*) or any Talon which would be void pursuant to Condition 4(b) (*Payments — Presentation of Definitive Bearer Notes, Receipts and Coupons*).

## 13. Events of Default

If any of the following events shall occur and be continuing (each an “**Event of Default**”):

- (a) in the case of a Series comprising only one Class of Notes, if default is made for a period of 30 days or more in the payment of any sum due in respect of the Notes, the Receipts or the Coupons or any of them; or
- (b) in the case of a Series comprising more than one Class of Notes, if default is made for a period of 30 days or more in the payment of any sum due in respect of the Notes, the Receipts or the Coupons of the most senior ranking Class of Notes then outstanding; or
- (c) if any order shall be made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangements; or
- (d) if the Issuer fails to perform or observe any of its other obligations under the Notes and such failure continues for a period of 60 days next following the service by a Noteholder on the Issuer of notice requiring the same to be remedied,

then the holder of any Note may give written notice to the Fiscal and Paying Agent at its specified office that such Note is immediately repayable, whereupon the Early Redemption Amount of such Note together with accrued interest to the date of payment shall become immediately due and payable, unless such Event of Default shall have been remedied prior to the receipt of such notice by the Fiscal and Paying Agent.

## 14. Replacement of Notes, Receipts, Coupons and Talons

Should any Note, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may, subject to applicable laws and regulations, be replaced at the specified office of the Fiscal and

Paying Agent (in the case of Bearer Notes, Receipts, Coupons or Talons) or the Registrar (in the case of Registered Notes) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

## 15. Agents

The names of the initial Agents and their initial specified offices are set out below.

The Issuer is entitled to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, provided that, so long as any of the Notes is outstanding, the termination of the appointment of any Agent (whether by the Issuer or by the resignation of such Agent) shall not be effective unless upon the expiry of the relevant notice there is:

- (i) a Fiscal and Paying Agent and a Registrar; and
- (ii) a Calculation Agent.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 4(e) (*Payments — General provisions applicable to payments*). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 15 or more than 30 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 17 (*Notices*).

In acting under the Agency Agreement the Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholders, Receiptholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

## 16. Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal and Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 12 (*Prescription*).

## 17. Notices

All notices regarding the Bearer Notes will be deemed to be validly given if published in English in a leading English language daily newspaper of general circulation in Singapore. It is expected that such publication will be made in English in *The Straits Times of Singapore* or *The Business Times* (or any successor publication). Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

All notices regarding the Registered Notes will be deemed to be validly given if (a) displayed on the website of the Issuer at [www.dbs.com](http://www.dbs.com) (or such other or replacement website as may be designated by the Issuer from time to time) and will be deemed to have been given on the earlier of the day that it is first displayed on the website; or (b) sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing.

Until such time as any definitive Notes (whether Bearer or Registered Notes) are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear, Clearstream and/or CDP, be substituted for such publication in such newspaper(s) or mailing to the holders of the Notes, (i) the delivery of the relevant notice to Euroclear, Clearstream and/or (subject to the agreement of CDP) CDP for communication by them to the holders of the Notes or (ii) for so long as the Notes are listed on the SGX-ST, the publication of the relevant notice on the website of the SGX-ST at <http://www.sgx.com>. Any such notice shall be deemed to have been given to the holders of the Notes on (x) the day after the day on which the said notice was given to Euroclear

and/or Clearstream and/or (subject to the agreement of CDP) CDP and/or (y) the date of publication of such notice on the website of the SGX-ST.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relevant Note or Notes, with the Fiscal and Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Any failure to give, or non-receipt of, any notice to any Noteholder will not affect the validity or effectiveness of any such Notice or action relevant to such Notice, and shall not constitute an Event of Default. Whilst any of the Notes are represented by a Global Note cleared through a Clearing System, such notice may be given by any accountholder to the Fiscal and Paying Agent or the Registrar through Euroclear, Clearstream or CDP, as the case may be, in such manner as the Fiscal and Paying Agent, the Registrar, Euroclear and/or Clearstream and/or CDP, as the case may be, may approve for this purpose.

*For so long as any Note is outstanding, if any Noteholder wishes to receive any information in respect of Notes held by it, it should contact in the first instance either the Dealer or Distributor through which it purchased the Notes or the Arranger. The address of the Arranger is set out in the section on "Corporate Information" in this Offering Circular.*

## **18. Meetings of Noteholders; Modification, Waiver and Substitution**

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of these Terms and Conditions. The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding or representing in the aggregate not less than 66 per cent. in principal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons being or representing Noteholders whatever the principal amount of the Notes so held or represented. An Extraordinary Resolution passed at any meeting of Noteholders will be binding on all Noteholders, whether or not they are present at the meeting, and, if applicable, on all Couponholders and Receiptholders.

The Agency Agreement provides that a resolution in writing signed by or on behalf of the holders of not less than 66 per cent. in principal amount of the Notes outstanding ("**Written Resolution**") shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

For so long as the Notes are in the form of a Global Note held on behalf of, or a Global Certificate registered in the name of any nominee for, one or more of Euroclear, Clearstream or another clearing system, then, in respect of any resolution proposed by the Issuer:

- (i) where the terms of the proposed resolution have been notified to the Noteholders through the relevant clearing system(s), each of the Issuer and the Fiscal and Paying Agent shall be entitled to rely upon approval of such resolution proposed by the Issuer given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with the relevant clearing system(s)' operating rules and procedures by or on behalf of the holders of not less than 66 per cent. in nominal amount of the Notes outstanding ("**Electronic Consent**"). Any resolution passed in such a manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. None of the Issuer or the Fiscal and Paying Agent shall be liable or responsible for such reliance; and
- (ii) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution has been validly passed, the Issuer and the Fiscal and Paying Agent shall be entitled to rely on consent or instructions given in writing directly to the Issuer and/or the Fiscal and Paying Agent, as the case may be, by accountholders in the clearing system with entitlements to such Global Note or Global Certificate or, where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person for whom such entitlement is ultimately beneficially held, whether such beneficiary holds directly with the accountholder or via one or more intermediaries and provided that, in each case, the Issuer and the Fiscal and Paying Agent have obtained commercially reasonable evidence to ascertain the validity of such holding and have taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction and prior to the effecting of such amendment. Any resolution passed in such manner shall be binding on

all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. As used in this paragraph, “commercially reasonable evidence” includes any certificate, written evidence or other document, sent electronically or otherwise, issued by Euroclear, Clearstream or any other relevant clearing system, or issued by an accountholder of them or an intermediary in a holding chain, in relation to the holding of interests in the Notes. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear’s EUCLID or Clearstream’s CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. The Issuer shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

Where the Notes are of a Series comprising more than one Class of Notes, an Extraordinary Resolution passed at any meeting of the holders of the most senior ranking Class of Notes shall be binding on all holders of Notes ranking junior to the Notes of such Class irrespective of the effect upon them, except that an Extraordinary Resolution to sanction a modification of the date of maturity of any Notes or which would have the effect of postponing any day for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of any Notes, altering the currency of payment of any Notes, or as the case may be, the Coupons relating thereto or altering the quorum or majority required in relation to this exception shall not take effect unless it shall have been sanctioned by an Extraordinary Resolution of the holders of each Class of Notes ranking junior to such Class.

An Extraordinary Resolution passed at any meeting of holders of any Class of Notes ranking junior to one or more Class of Notes shall not be effective for any purpose while any of the more senior ranking Class or Classes of Notes remains outstanding unless either:

- (i) the Fiscal and Paying Agent is of the opinion that it would not be materially prejudicial to the interests of the Noteholders of each of the more senior ranking Class of Notes; or
- (ii) it is sanctioned by an Extraordinary Resolution of the Noteholders of each of the more senior ranking Class of Notes.

The Issuer may, without the consent of the Fiscal and Paying Agent, Noteholders, Receiptholders or Couponholders, modify or amend the Terms and Conditions (except as mentioned in these Terms and Conditions) which, in the Issuer’s sole discretion:

- (i) is required to comply with any mandatory provisions of law;
- (ii) is of a formal, minor or technical nature;
- (iii) is made to cure a manifest or proven error;
- (iv) is made to cure any ambiguity, or is made to correct or supplement any defective provisions of the Terms and Conditions;
- (v) is made to correct an error or omission, such that, in the absence of such correction, the Terms and Conditions would not otherwise represent the intended terms of the Notes on which the Notes were sold and have since traded; or
- (vi) will not materially and adversely affect the interests of the Noteholders, the Receiptholders and Couponholders.

Any such modification, waiver, authorisation or substitution shall be binding on all Noteholders, Receiptholders and, if applicable, all Couponholders and any such modification, waiver, authorisation or substitution shall be notified to the Noteholders by the Issuer in accordance with Condition 17 (*Notices*) as soon as practicable thereafter (but failure to give such notice, or non-receipt thereof, shall not affect the validity of such modification, waiver, authorisation or substitution).

## **19. Further Issues**

The Issuer shall be at liberty from time to time, without the consent of the Noteholders, the Receiptholders or the Couponholders to create and issue further bonds, notes or other securities either (i) so as to be consolidated and form a single Series with the existing Notes of any Class or (ii)

upon such terms as to interest, premium, redemption and otherwise as the Issuer may, in its absolute discretion, at the time of the issue thereof determine. Any such bonds, notes or other securities shall be constituted in accordance with the Agency Agreement.

## **20. Governing Law and Submission to Jurisdiction**

### **(a) Governing law**

The Programme Agreement, the Agency Agreement and the Deed of Covenant are governed by, and shall be construed in accordance with, Singapore law. The Notes, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons are governed by, and shall be construed in accordance with, either English or Singapore law, as may be specified in the applicable Conditions Supplement.

### **(b) Submission to jurisdiction**

The Issuer agrees, for the exclusive benefit of the Noteholders, the Receiptholders and the Couponholders, that the courts of England (if English law is specified to be the governing law of the Notes, Receipts and Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons in the Conditions Supplement) or Singapore (if Singapore law is specified to be the governing law of the Notes, Receipts and Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons in the Conditions Supplement) are to have jurisdiction to settle any disputes which may arise out of or in connection with the Notes, the Receipts and/or the Coupons and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Notes, the Receipts and the Coupons may be brought in such courts.

The Issuer hereby irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any such Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum and hereby further irrevocably agrees that a judgment in any such Proceedings brought in either the English Courts (if English law is specified to be the governing law of the Notes, Receipts and Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons in the Conditions Supplement) or the Singapore courts (if Singapore law is specified to be the governing law of the Notes, Receipts and Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons in the Conditions Supplement) shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

Nothing contained in this Condition 20 (*Governing Law and Submission to Jurisdiction*) shall limit any right to take Proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

## **21. Third Party Rights**

- (a) Where Singapore law is specified to be the governing law of the Notes, Receipts and Coupons in the Conditions Supplement, no person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 2001 of Singapore, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- (b) Where English law is specified to be the governing law of the Notes, Receipts and Coupons in the Conditions Supplement, no person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

## **22. Headings**

Headings are for convenience only and do not affect the interpretation of these Terms and Conditions.

## **22A. Recognition of Financial Services and Markets (Resolution of Financial Institutions) Regulations 2024**



If (a) Physical Settlement is specified to apply in the applicable Conditions Supplement and securities are to be delivered; and (b) English law is specified to be the governing law of the Notes in the applicable Conditions Supplement, notwithstanding any other term of the Notes or any other agreement or arrangement, each holder of a Note shall be subject, and shall be deemed to agree, to be bound by:

- (i) section 92 of the FSM Act; and
- (ii) any suspension of the exercise of any termination right in these Conditions imposed by the MAS under section 93 of the FSM Act,

in relation to the qualifying pertinent financial institution or its subsidiary relating to these Notes to the extent required by and in accordance with the FSM Regulations.

This Condition 22A shall be interpreted in accordance with the FSM Regulations and the FSM Act.

For the purposes of this Condition 22A:

**"FSM Act"** shall mean the Financial Services and Markets Act 2022 of Singapore;

**"FSM Regulations"** shall mean the Financial Services and Markets (Resolution of Financial Institutions) Regulations 2024 of Singapore;

**"MAS"** shall mean the Monetary Authority of Singapore;

**"qualifying pertinent financial institution"** means a bank that is incorporated in Singapore and to which a direction is issued under section 52(1) of the FSM Act;

**"securities"** has the meaning set out in the FSM Regulations; and

**"termination right"** shall have the meaning set out in section 91 of the FSM Act.

## 23. Definitions

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

### **General Definitions**

**"Affiliate"** means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person, or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

**"Alternate Currency"** means the currency specified as such in the applicable Conditions Supplement.

**"Asset Amount"** has the meaning given in the applicable Conditions Supplement.

**"Asset Transfer Notice"** means, unless otherwise specified in the applicable Conditions Supplement, a duly completed asset transfer notice substantially in the form set out in the Agency Agreement.

**"Banking Event"** means a declaration of a banking moratorium or any suspension, waiver, deferral or repudiation of payments by banks with respect to indebtedness or deposits in the Relevant Jurisdiction; the imposition by any Governmental Authority of any moratorium on or any suspension, waiver, deferral, repudiation or required rescheduling of, or the required approval of, the payment of any amount of principal, interest or other amount of indebtedness of banks, or restriction on withdrawal of any deposited funds from banks, in the Relevant Jurisdiction; any general disruption in the bank payments system in the Relevant Jurisdiction which prevents banks from receiving or paying in the Settlement Currency or the Alternate Currency; or any condition created by or resulting from any action or failure to act by a Governmental Authority which, in the opinion of the Calculation Agent, has an analogous effect.

**"Business Day"** means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Business Centre(s) specified in the applicable Conditions Supplement.

**“Business Day Convention”** means, if specified in the applicable Conditions Supplement and (x) there is no numerically corresponding day on the calendar month in which any relevant date should occur or (y) if any relevant date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (a) the **“Following Business Day Convention”**, such relevant date shall be postponed to the next day which is a Business Day; or
- (b) the **“Modified Following Business Day Convention”**, such relevant date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such relevant date shall be brought forward to the immediately preceding Business Day; or
- (c) the **“Preceding Business Day Convention”**, such relevant date shall be brought forward to the immediately preceding Business Day.

If the Business Day Convention is not specified in the applicable Conditions Supplement, it shall be deemed to be the Following Business Day Convention.

**“Commodity Linked Interest Note”** means a Linked Interest Note where the interest payable is linked to a specified commodity or basket of commodities.

**“Commodity Linked Redemption Note”** means a Linked Redemption Note where the amount payable upon redemption is linked to a specified commodity or basket of commodities.

**“Coupons”** mean interest coupons which are attached to interest bearing Definitive Bearer Notes (unless otherwise indicated in the applicable Conditions Supplement).

**“Credit Linked Note”** means a Credit Linked Interest Note, a Credit Linked Redemption Note or a combination of the foregoing. In the case where a Credit Linked Note is a Credit Linked Interest Note only, the credit-linked redemption provisions in these Terms and Conditions shall not apply to it. In the case where a Credit Linked Note is a Credit Linked Redemption Note only, the credit-linked interest provisions in these Terms and Conditions shall not apply to it.

**“Credit Linked Interest Note”** means a Linked Interest Note where the interest payable is linked to the credit of a specified reference entity or reference entities.

**“Credit Linked Redemption Note”** means a Linked Redemption Note where the amount payable upon redemption is linked to the credit of a specified reference entity or reference entities.

**“Currency Event”** means the occurrence of any event or existence of any condition (including without limitation, any such event or condition that occurs as a result of the enactment, promulgation, execution, ratification, interpretation or application of, or any change in or amendment to, any law, rule or regulation by any Governmental Authority) that generally makes it impossible, illegal or impracticable, or materially hinders the ability of a non-resident of the Relevant Jurisdiction, (a) to convert the Settlement Currency into the Alternate Currency or *vice versa* through customary legal channels; or (b) to effect currency transactions on terms as favourable as those available to residents of the Relevant Jurisdiction; or (c) to transfer any funds (i) from accounts inside the Relevant Jurisdiction to accounts outside the Relevant Jurisdiction; or (ii) between accounts inside the Relevant Jurisdiction, except to the extent of any such restrictions or conditions already in force and applicable to non-residents of the Relevant Jurisdiction as of the Issue Date.

**“Currency Hedging Disruption Event”** means the Issuer is either (a) unable, after using commercially reasonable efforts, or (b) would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the currency risk (or any other relevant risk including, but not limited to, interest rate risk) of entering into and performing its obligations with respect to the Notes, or (ii) freely realize, recover, receive, repatriate, remit or transfer the proceeds of such transaction(s) or asset(s).

**“Currency Linked Interest Note”** means a Linked Interest Note where the interest payable is linked to a specified currency or basket of currencies.

**“Currency Linked Redemption Note”** means a Linked Redemption Note where the amount payable upon redemption is linked to a specified currency or basket of currencies.

**“Cut-Off Date”** means the date specified as such in the applicable Conditions Supplement.

**“Day Count Fraction”** means:

- (a) if **“Actual/Actual”** or **“Actual/Actual–ISDA”** is specified in the applicable Conditions Supplement, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (b) if **“Actual/365 (Fixed)”** is specified in the applicable Conditions Supplement, the actual number of days in the Interest Period divided by 365;
- (c) if **“Actual/360”** is specified in the applicable Conditions Supplement, the actual number of days in the Interest Period divided by 360;
- (d) if **“30/360”, “360/360”** or **“Bond Basis”** is specified in the applicable Conditions Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where

**“Y<sub>1</sub>”** is the year, expressed as a number, in which the first day of the Interest Period falls;

**“Y<sub>2</sub>”** is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

**“M<sub>1</sub>”** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

**“M<sub>2</sub>”** is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

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

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

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

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

where

**“Y<sub>1</sub>”** is the year, expressed as a number, in which the first day of the Interest Period falls;

**“Y<sub>2</sub>”** is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

**“M<sub>1</sub>”** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

**“M<sub>2</sub>”** is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

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

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

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

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

where

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number is 31, in which case **D<sub>1</sub>** will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number is 31, in which case **D<sub>2</sub>** will be 30;

“**Delivery Expenses**” means 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 Asset Amount. The Calculation Agent shall determine in good faith acting in a commercially reasonable manner the amount of any Delivery Expenses and give notice of such amount to the Noteholders as soon as practicable after its determination in accordance with Condition 17 (*Notices*).

“**Early Redemption Amount**” means unless otherwise specified in the applicable Conditions Supplement:

- (a) in relation to a Note (other than a Zero Coupon Note but including an Instalment Note), the fair market value of each Note on such day as shall be selected by the Calculation Agent in good faith acting in a commercially reasonable manner, adjusted downward to take account fully for any Hedging Costs, all as determined by the Calculation Agent in good faith acting in a commercially reasonable manner; and
- (b) in relation to a Zero Coupon Note, an amount (the “**Amortised Face Amount**”) calculated in accordance with the following formula:

$$RP \times (1 + AY)^y$$

where:

**RP** means the Reference Amount (as specified in the applicable Conditions Supplement);

**AY** means the Accrual Yield (as specified in the applicable Conditions Supplement) expressed as a decimal; and

**y** is a fraction the numerator of which is 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 Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360.

“**Euro-zone**” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as may be amended from time to time.

“**Equity Linked Note**” means an Equity Linked Interest Note, an Equity Linked Redemption Note or a combination of the foregoing. In the case where an Equity Linked Note is an Equity Linked Interest Note only, the equity-linked redemption provisions in these Terms and Conditions shall not apply to it.

In the case where an Equity Linked Note is an Equity Linked Redemption Note only, the equity-linked interest provisions in these Terms and Conditions shall not apply to it.

**“Equity Linked Interest Note”** means a Linked Interest Note where the interest payable is linked to an Underlying Equity or basket of Underlying Equities.

**“Equity Linked Redemption Note”** means a Linked Redemption Note where the amount payable upon redemption is linked to an Underlying Equity or basket of Underlying Equities.

**“Final Redemption Amount”** means, in respect of each Note, an amount in the Specified Currency equal to the Specified Denomination or as specified or determined in the manner described in the applicable Conditions Supplement.

**“Fixed Rate Note”** means a Note where the interest payable is linked to a fixed rate.

**“Floating Rate Note”** means a Note where the interest payable is linked to a floating or variable rate.

**“Governmental Authority”** means any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the Relevant Jurisdiction.

**“Governmental Event”** means expropriation, confiscation, freezing, requisition, nationalisation or other action by any Governmental Authority, which directly or indirectly deprives any person or entity of any of its assets (including rights to receive payments) in the Relevant Jurisdiction.

**“Hedging Costs”** means the losses, expenses and costs (if any), including any loss of bargain or cost of funding to the Issuer and/or any Affiliate of unwinding, terminating, liquidating, adjusting, obtaining, replacing or re-establishing any underlying or related hedging arrangements (including but not limited to any options or selling or otherwise realising any instruments of any type whatsoever which the Issuer and/or any of its Affiliates may hold as part of such hedging arrangements), all as determined by the Calculation Agent in good faith acting in a commercially reasonable manner.

**“Higher Redemption Amount”** means an amount described in Condition 5(c) (*Redemption at the option of the Issuer (Issuer Call)*) or Condition 5(d) (*Redemption at the option of the Noteholders (Investor Put)*), as the case may be.

**“Illegality”** means the Issuer determines in good faith in its sole and absolute discretion that the performance of its obligations under the Notes has become illegal in whole or in part for any reason.

**“Index Linked Note”** means an Index Linked Interest Note, an Index Linked Redemption Note or a combination of the foregoing. In the case where an Index Linked Note is an Index Linked Interest Note only, the index-linked redemption provisions in these Terms and Conditions shall not apply to it. In the case where an Index Linked Note is an Index Linked Redemption Note only, the index-linked interest provisions in these Terms and Conditions shall not apply to it.

**“Index Linked Interest Note”** means a Linked Interest Note where the interest payable is linked to an Index or basket of Indices.

**“Index Linked Redemption Note”** means a Linked Redemption Note where the amount payable upon redemption is linked to an Index or basket of Indices.

**“Instalment Note”** means a Note the principal amount of which is repayable by instalments.

**“Interest Amount”** means an amount described in Condition 3(e) (*Calculations*).

**“Interest Commencement Date”** means the Issue Date or such other date as may be specified in the applicable Conditions Supplement.

**“Interest Determination Date”** means, with respect to a Rate of Interest and Interest Period, the date specified as such in the applicable Conditions Supplement.

**“Interest Payment Date”** means the date(s) specified in the applicable Conditions Supplement on which interest on the applicable Notes is payable.

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



**“Interest Period End Date”** means each Interest Payment Date unless otherwise specified in the applicable Conditions Supplement.

**“Interest Rate Linked Interest Note”** means a Linked Interest Note where the interest payable is linked to an interest rate or basket of interest rates.

**“Interest Rate Linked Redemption Note”** means a Linked Redemption Note where the amount payable upon redemption is linked to an interest rate or basket of interest rates.

**“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 the Asset Amount.

**“ISDA”** means the International Swaps and Derivatives Association, Inc.

**“ISDA Definitions”** means the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as published by ISDA, (as may be updated, amended or supplemented from time to time), as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the applicable Conditions Supplement), unless otherwise specified in the applicable Conditions Supplement.

**“Linked Interest Note”** means a Commodity Linked Interest Note, a Credit Linked Interest Note, a Currency Linked Interest Note, an Equity Linked Interest Note, an Index Linked Interest Note, an Interest Rate Linked Interest Note, a Note where the interest payable is linked to any other asset or a combination of any of the foregoing, depending upon the Interest Basis as specified in the applicable Conditions Supplement.

**“Linked Redemption Note”** means a Commodity Linked Redemption Note, a Credit Linked Redemption Note, a Currency Linked Redemption Note, an Equity Linked Redemption Note, an Index Linked Redemption Note, an Interest Rate Linked Redemption Note, a Note where the amount payable upon redemption is linked to any other asset or a combination of any of the foregoing, depending upon the Redemption Basis as specified in the applicable Conditions Supplement.

**“Minimum Redemption Amount”** means an amount described in Condition 5(c) (*Redemption at the option of the Issuer (Issuer Call)*) or Condition 5(d) (*Redemption at the option of the Noteholders (Investor Put)*) as the case may be.

**“Payment Day”** means any day which (subject to Condition 12 (*Prescription*)) is a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in:

- (a) any Financial Centre specified in the applicable Conditions Supplement; and
- (b) in relation to any sum payable in euro, also a Target Business Day.

**“Rate of Interest”** means the rate of interest payable from time to time in respect of any Note and that is either specified or calculated in accordance with the Terms and Conditions and/or in the applicable Conditions Supplement.

**“Reference Banks”** means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent or as specified in the applicable Conditions Supplement.

**“Reference Rate”** means the rate specified as such in the applicable Conditions Supplement.

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

**“Relevant Jurisdictions”** means (a) for purposes of the definition of “Local Taxes”, the jurisdiction(s) in which the relevant Equity Issuer and the relevant Exchange are located, and (b) for all other purposes, the jurisdiction(s) specified in the applicable Conditions Supplement.

**“Relevant Screen Page”** means such page, section, caption, column or other part of a particular information service as may be specified in the applicable Conditions Supplement.

**“Settlement Currency”** means the currency specified as such in the applicable Conditions Supplement.

**“Specified Currency”** means the currency specified as such in the applicable Conditions Supplement or, if none is specified, the currency in which the Notes are denominated.

**“Target Business Day”** means a day on which T2 is open for the settlement of payments in euro.

**“T2”** means the real time gross settlement system operated by the Eurosystem, or any successor or replacement for that system thereto.

**“Zero Coupon Note”** means a Note issued on a non-interest bearing basis.

#### ***Definitions applicable to Equity Linked Notes***

**“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 Calculation Agent determines that it has, or it will, or there is a substantial likelihood that it will, within 30 calendar days but on or prior to the Maturity Date, or any other date on which such Notes will be redeemed, as is applicable to the Notes, become illegal for the Issuer and/or any of its Affiliates to hold, acquire or dispose of any relevant Underlying Equity or Hedge Positions relating to the Notes.

**“Delisting”** means, in respect of any Underlying Equity, that the Exchange announces that pursuant to the rules of such Exchange such Underlying Equity ceases (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 is 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). It will also constitute a Delisting if the Exchange is located in the United States and the Underlying Equity is not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors); if the Underlying Equity is immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange.

**“Disruption Cash Settlement Price”** means, unless otherwise specified in the applicable Conditions Supplement, an amount equal to the fair market value of the relevant Note (but not taking into account any interest accrued on such Note as such interest, if any, shall be paid pursuant to Conditions 3 (*Interest*) and 4 (*Payments*)) on such day as shall be selected by the Calculation Agent in good faith acting in a commercially reasonable manner, provided that such day is not more than 15 days before the date that the Election Notice is given as provided above, and, if Adjustment for Hedging Costs is specified as applicable in the applicable Conditions Supplement, adjusted downward to take account fully for any Hedging Costs, all as calculated by the Calculation Agent in good faith acting in a commercially reasonable manner.

**“Disrupted Day”** means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

**“Early Closure”** means the closure on any Exchange Business Day of 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 (a) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day; and (b) 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.

**“Equity Clearance System”** means the principal domestic clearance system customarily used for settling trades in the relevant Underlying Equity or such other clearance system as determined by the Calculation Agent.

**“Equity Clearance System Business Day”** means, in respect of an Equity Clearance System, any day on which such Equity 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.

**“Equity Issuer”** means the issuer of the Underlying Equity.

**“Exchange”** means, in respect of an Underlying Equity, each exchange or quotation system specified as such for such Underlying Equity in the applicable Conditions Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Underlying Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Underlying Equity 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 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 (a) to effect transactions in, or obtain market values for, an Underlying Equity on the Exchange, or (b) to effect transactions in, or obtain market values for, futures or options contracts relating to an Underlying Equity on any relevant Related Exchange.

**“Extraordinary Event”** means a Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency, Insolvency Filing, Banking Event, Currency Event, Change in Law, Increased Cost of Hedging, Loss of Stock Borrow, Increased Cost of Stock Borrow, Hedging Disruption and Extraordinary Fund Event.

**“Extraordinary Fund Event”** means, in respect of relevant Units, the occurrence of (a) a Termination; or (b) the suspension or cancellation of any right conferred by the Fund Documents on investors to require redemption of their Units; or (c) the liquidation, bankruptcy, insolvency, dissolution or winding-up of the trustee or administrator or similar person with primary administrative responsibilities in respect of the relevant Equity Issuer (including any successor appointed from time to time) (the **“Trustee”**) or of the manager or adviser or similar person appointed to provide discretionary or non-discretionary investment management or advisory services to the relevant Equity Issuer (including any successor appointed from time to time) (the **“Manager”**); or (d) the appointment of a liquidator, receiver, administrator or conservator or analogous person under any applicable law in respect of the whole or substantially the whole of the undertaking, property or assets of the relevant Equity Issuer held by the Trustee; or (e) any event or circumstance analogous to any of the foregoing events or circumstances as determined by the Calculation Agent. For the purpose hereof, **“Termination”** means (i) the relevant Equity Issuer is terminated, or the Trustee or the Manager is required to terminate the relevant Equity Issuer under the Fund Documents or applicable law, or the termination of the relevant Equity Issuer commences; (ii) the relevant Equity Issuer is held or is conceded by the Trustee or the Manager not to have been constituted or to have been imperfectly constituted; (iii) the Trustee ceases to be authorised under the relevant Equity Issuer to hold the property of the relevant Equity Issuer in its name and to perform its obligations under the Fund Documents; (iv) the cancellation, suspension or revocation of the registration or approval of such Units or the relevant Equity Issuer by any Governmental Authority over such Units or Equity Issuer; or (v) the relevant Equity Issuer or its Trustee or Manager becomes subject to any investigation, proceeding or litigation by any relevant Governmental Authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Equity Issuer, Trustee or Manager.

**“Fund Documents”** means, in respect of relevant Units, the trust deed or other constitutive and governing documents constituting the relevant Equity Issuer, subscription agreements, management agreements and other agreements of the relevant Equity Issuer specifying the terms and conditions relating to such Units, as amended from time to time.

**“Hedge Positions”** means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in any relevant Underlying Equity, securities, options, futures, derivatives or foreign exchange, (ii) securities loan or borrowing transactions, or (iii) other instruments or arrangements (howsoever described) by the Issuer or an Affiliate thereof in order to hedge, individually or on a portfolio basis, the Notes.

**“Hedging Disruption”** means that the Issuer is unable or it is impractical for the Issuer, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transactions or assets it deems necessary or appropriate to hedge the price risk relating to any Underlying Equity (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Notes; or (ii) freely realise, recover, receive, repatriate, remit or transfer the proceeds of any such transactions or assets or Hedge Positions or the Notes between accounts within the jurisdiction of the Hedge Positions (the

“**Affected Jurisdiction**”) or from accounts within the Affected Jurisdiction to accounts outside the Affected Jurisdiction, 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 relevant Equity Issuer on any investor’s ability to redeem relevant Units, in whole or in part, or any existing or new investor’s ability to make new or additional investments in relevant Units; or (B) any mandatory redemption, in whole or in part, of relevant Units imposed by the relevant Equity Issuer (in each case, other than any restriction in existence on the Issue Date).

“**Increased Cost of Hedging**” means the Issuer will incur a materially increased cost (as compared with the circumstances existing on the Issue Date), which may be due to, without limitation, any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position, to:

- (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk of the Issuer performing its obligations with respect to or in connection with the Notes; or
- (b) realise, recover, receive, repatriate, remit or transfer out of or into the relevant jurisdiction the proceeds of or any amounts in connection with any such transaction(s) or asset(s).

“**Increased Cost of Stock Borrow**” means that the Issuer would incur a rate to borrow Shares or Units in respect of such Transaction that is greater than the Initial Stock Loan Rate.

For the purpose of this definition,

“**Initial Stock Loan Rate**” means the percentage specified in the applicable Conditions Supplement.

“**Insolvency**” means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of, or any analogous proceeding affecting an Equity Issuer (a) all the Underlying Equities of that Equity Issuer are required to be transferred to a trustee, liquidator or other similar official; or (b) holders of the Underlying Equities of that Equity Issuer become legally prohibited from transferring them.

“**Insolvency Filing**” means that the Equity 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 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 Equity Issuer shall not be deemed an Insolvency Filing.

“**Local Taxes**” means taxes, duties and similar charges imposed by the taxing authority of the Relevant Jurisdictions

“**Loss of Stock Borrow**” means that the Issuer is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) Underlying Equity with respect to the Notes in an amount equal to the Hedging Shares (not to exceed the number of Underlying Equity underlying the Notes) at a rate equal to or less than the Maximum Stock Loan Rate.

For the purpose of this definition,

“**Hedging Shares**” means the number of Shares or Units that the Issuer deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Notes.

“**Maximum Stock Loan Rate**” means the percentage specified in the applicable Conditions Supplement.

“**Market Disruption Event**” means the occurrence or existence of (a) a Trading Disruption, or (b) an Exchange Disruption, which in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (c) an Early Closure.

“**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 Underlying Equity, any (i) reclassification or change of such Underlying Equity that results in a transfer of or an irrevocable commitment to transfer all of such Underlying Equity outstanding to another entity or person, (ii) consolidation, amalgamation,



merger or binding share exchange of the Equity Issuer, with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Equity Issuer is the continuing entity and which does not result in a reclassification or change of all of such Underlying Equity outstanding, (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Underlying Equity of the Equity Issuer that results in a transfer of or an irrevocable commitment to transfer all such Underlying Equity (other than such Underlying Equity owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Equity Issuer or its subsidiaries with or into another entity in which the Equity Issuer is the continuing entity and which does not result in a reclassification or change of all such Underlying Equity outstanding but results in the outstanding Underlying Equity (other than Underlying Equity owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Underlying Equity immediately following such event, in each case if the Merger Date is on or before the Valuation Date or, if the Notes are to be redeemed by delivery of Underlying Equity, the Maturity Date.

**“Multiplier”** means the percentage or amount specified as such in the applicable Conditions Supplement.

**“Nationalisation”** means that all the Underlying Equity or all or substantially all the assets of an Equity Issuer are nationalised, expropriated or are otherwise required to be transferred to any Governmental Authority.

**“Potential Adjustment Event”** means any of the following:

- (a) a subdivision, consolidation or reclassification of relevant Shares or relevant Units (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares or Units to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution, issue or dividend to existing holders of relevant Shares or relevant Units of
  - (i) additional Shares or Units; or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Equity Issuer, equally or proportionately with such payments to holders of such Shares or Units; or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer as a result of a spin-off or other similar transaction; or (iv) any 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 or distribution as determined by the Calculation Agent;
- (d) a call by the Equity Issuer in respect of relevant Shares or relevant Units that are not fully paid;
- (e) a repurchase by the Equity Issuer or any of its subsidiaries of relevant Shares, or by the Trustee or Manager of the Equity Issuer of relevant Units (other than in respect of a redemption of Units initiated by an investor in such Units that is consistent with the Fund Documents), whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (f) in respect of relevant Shares, 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 relevant Equity 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
- (g) any event in respect of relevant Shares or relevant Units analogous to any of the foregoing events or any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares or relevant Units, in each case, as determined by the Calculation Agent.

**“Reference Price”** means the Reference Price as specified in the applicable Conditions Supplement, or if no such price is specified in the applicable Conditions Supplement:



- (a) where the Notes are specified in the applicable Conditions Supplement to relate to a single Underlying Equity, the price at the Valuation Time on the Valuation Date of the Underlying Equity quoted on the relevant Exchange without regard to any subsequently published correction as determined by or on behalf of the Calculation Agent or if, in the opinion of the Calculation Agent, no such price (or, as the case may be, no such official closing price) can be determined at such time and, if Disrupted Day is specified as applying in the applicable Conditions Supplement and the Valuation Date is not a Disrupted Day, an amount determined by the Calculation Agent in good faith to be equal to the arithmetic mean of the fair market buying price at the Valuation Time on the Valuation Date and the fair market selling price at the Valuation Time on the Valuation Date for the Underlying Equity based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or the middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Underlying Equity or on such other factors as the Calculation Agent shall decide). The amount determined pursuant to the foregoing shall be converted, if Exchange Rate is specified as applying in the applicable Conditions Supplement, into the Specified Currency at the Exchange Rate and such converted amount shall be the Reference Price; or
- (b) where the Notes are specified in the applicable Conditions Supplement to relate to a Basket of Underlying Equities, an amount equal to the sum of the values calculated for each Underlying Equity at the price at the Valuation Time on the Valuation Date of the Underlying Equity quoted on the relevant Exchange as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or if, in the opinion of the Calculation Agent, no such price (or, as the case may be, no such official closing price) can be determined at such time and, if Disrupted Day is specified as applying in the applicable Conditions Supplement, and the Valuation Date is not a Disrupted Day, an amount determined by the Calculation Agent in good faith to be equal to the arithmetic mean of the fair market buying price at the Valuation Time on the Valuation Date and the fair market selling price at the Valuation Time on the Valuation Date for the Underlying Equity based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or the middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Underlying Equity or on such other factors as the Calculation Agent shall decide) multiplied by the relevant Multiplier. Each value determined pursuant to the foregoing shall be converted, if Exchange Rate is specified as applying in the applicable Conditions Supplement, into the Specified Currency at the Exchange Rate and the sum of such converted amounts shall be the Reference Price.

**“Related Exchange”** means, in relation to an Underlying Equity, each exchange or quotation system specified as such in relation to such Underlying Equity in the applicable Conditions Supplement, 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 Underlying Equity 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 Underlying Equity on such temporary substitute exchange or quotation system as on the original Related Exchange), provided however, where All Exchanges is specified as the Related Exchange in the applicable Conditions Supplement, **“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 Underlying Equity.

**“Relevant Asset”** means the assets specified as such in the applicable Conditions Supplement.

**“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 each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

**“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 Cycle”** means the period of Equity Clearance System Business Days following a trade in the relevant Underlying Equity on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

**“Settlement Disruption Event”** means an event beyond the control of the Issuer, as a result of which, in the opinion of the Calculation Agent, delivery of the Asset Amount by or on behalf of the Issuer in accordance with these Terms and Conditions and/or the applicable Conditions Supplement is not practicable.

**“Share”** has the meaning given to it in the definition of Underlying Equity in this Condition and in the applicable Conditions Supplement.

**“Strike Price”** means, in respect of an Equity Linked Note, the level or number specified as such in the applicable Conditions Supplement.

**“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 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Equity 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.

**“Trading Disruption”** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to an Underlying Equity on the Exchange, or (b) in futures or options contracts relating to an Underlying Equity on any relevant Related Exchange.

**“Underlying Equity”** means, subject to adjustment in accordance with Condition 7(c) (*Adjustments for Underlying Equities*), the share or security (“**Share**”) or unit in a unit trust or notional unit of account of ownership in a fund, collective investment scheme, pooled investment vehicle or the like (**Unit**) specified as such in the applicable Conditions Supplement.

**“Underlying Equities”** means a basket comprising more than one Underlying Equity, and related expressions shall be construed accordingly.

**“Unit”** has the meaning given to it in the definition of Underlying Equity in this Condition and in the applicable Conditions Supplement.

**“Valuation Date”** means the date specified as such and/or any date on which the closing price or closing level or any other relevant price or level or any other relevant determination in respect of the Underlying Equity is to be determined or made.

**“Valuation Time”** means the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date in relation to the Underlying Equity to be valued (or, if the relevant Exchange closes prior to its Scheduled Closing Time, the actual closing time for its regular trading session), or such other time as may be specified in the applicable Conditions Supplement.

#### ***Definitions applicable to Index Linked Notes***

**“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 Calculation Agent determines that it has, or it will, or there is a substantial likelihood that it will, within the next 30 calendar days but on or prior to the Maturity Date, or any other date on which the Notes will be redeemed, as is applicable to the Notes, become illegal for the Issuer and/or any of its Affiliates to hold, acquire or dispose of any relevant Index Component or Hedge Positions relating to the Notes.

**“Component Clearance System”** means, in respect of an Index Component, the principal domestic clearance system customarily used for settling trades in the relevant Index Component or such other clearance system as determined by the Calculation Agent.

**“Component Clearance System Business Day”** means, in respect of a Component Clearance System, any day on which such Component 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.

**“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; *provided that* in respect of a Multiple Exchange Index, it shall mean any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.

**“Early Closure”** means the closure on any Exchange Business Day of the relevant Exchange (or in the case of an Index, any relevant Exchange(s) relating to Index Components that comprise 20 per cent. or more of the level of the relevant Index) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day; and (b) 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; *provided that* in respect of a Multiple Exchange Index, it shall mean the closure on any Exchange Business Day of the Exchange in respect of any Index Component or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing time 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.

**“Exchange”** means, in respect of an Index (other than a Multiple Exchange Index), each exchange or quotation system specified as such for such Index in the applicable Conditions Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Index Components underlying such Index has temporarily relocated (*provided that* the Calculation Agent has determined that there is comparable liquidity relative to the Index Components underlying such Index on such temporary substitute exchange or quotation system as on the original Exchange); or in respect of a Multiple Exchange Index, for each Index Component underlying that Multiple Exchange Index, the stock exchange or quotation system on which that Index Component is principally traded, as determined by the Calculation Agent, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in such Index Component has temporarily relocated (*provided that* the Calculation Agent has determined that there is comparable liquidity relative to such Index Component 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; *provided that* in respect of a Multiple Exchange Index, it shall mean any Scheduled Trading Day on which the Index Sponsor publishes the level of the Index; and the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.

**“Exchange Disruption”** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (a) to effect transactions in, or obtain market values for, an Index on any relevant Exchange(s) in Index Components that comprise 20 per cent. or more of the level of the relevant Index, or (b) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange; *provided that* in respect of a Multiple Exchange Index, it shall mean 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 Index Component on the Exchange in respect of such Index Component; or (ii) in futures or options contracts relating to that Index on the Related Exchange.

**“Hedge Positions”** means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in any relevant Index Component, securities, options, futures, derivatives or foreign exchange, (ii) securities loan or borrowing transactions, or (iii) other instruments or arrangements (howsoever described) by the Issuer or an Affiliate thereof in order to hedge, individually or on a portfolio basis, the Notes.

**“Hedging Disruption”** means that the Issuer is unable or it is impractical for the Issuer, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transactions or assets it deems necessary or appropriate to hedge the price risk relating to any Index (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Notes; or (ii) freely realise, recover, receive, repatriate, remit or transfer the proceeds of any such transactions or assets or Hedge Positions or the Notes between accounts within the jurisdiction of the Hedge Positions (the **“Affected Jurisdiction”**) or from accounts within the Affected Jurisdiction to accounts outside the Affected Jurisdiction.

**“Increased Cost of Hedging”** means the Issuer will incur a materially increased cost (as compared with the circumstances existing on the Issue Date), which may be due to, without limitation, any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position, to:

- (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk of the Issuer performing its obligations with respect to or in connection with the Notes; or
- (b) realise, recover, receive, repatriate, remit or transfer out of or into the relevant jurisdiction the proceeds of or any amounts in connection with any such transaction(s) or asset(s).

**“Index”** and **“Indices”** mean, subject to adjustment in accordance with Condition 8(b) (*Adjustments for Indices*), the index or indices specified in the applicable Conditions Supplement and related expressions shall be construed accordingly.

**“Index Components”** means, in relation to an Index, the shares, securities, commodities, bonds, property, currency exchange rates, contracts or other matters (including other indices) by reference to which the level of that Index is from time to time calculated.

**“Index Sponsor”** means the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Index and (ii) announces (directly or through an agent) the level of the relevant Index on a regular basis during each Scheduled Trading Day.

**“Market Disruption Event”** means the occurrence or existence of (a) a Trading Disruption, or (b) an Exchange Disruption, which in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (c) an Early Closure. For the purposes of determining whether a Market Disruption Event exists in respect of an Index at any time, if a Market Disruption Event occurs in respect of an Index Component at that time, then the relevant percentage contribution of that Index Component to the level of that Index shall be based on a comparison of (i) the portion of the level of that Index attributable to that Index Component to (ii) the overall level of that Index, in each case immediately before the occurrence of such Market Disruption Event; *provided that* in respect of a Multiple Exchange Index, it shall mean either:

- (a) (A) the occurrence or existence, in respect of any Index Component, of:
    - (1) a Trading Disruption, 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 Index Component is principally traded;
    - (2) an Exchange Disruption, 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 Index Component is principally traded; or
    - (3) an Early Closure; and
  - (B) the aggregate of all Index Components in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of that Index; or
- (b) the occurrence or existence, in respect of futures or options contracts relating to that Index, of (A) a Trading Disruption; (B) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (C) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of a Multiple Exchange Index at any time, if a Market Disruption Event occurs in respect of an Index Component at



that time, then the relevant percentage contribution of that Index Component to the level of that Index shall be based on a comparison of (i) the portion of the level of that Index attributable to that Index Component to (ii) the overall level of that Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data".

**"Multiple Exchange Index"** means an Index whose Index Components are traded on more than one Exchange.

**"Multiplier"** means the percentage or amount specified as such in the applicable Conditions Supplement.

**"Reference Price"** means the Reference Price as specified in the applicable Conditions Supplement, or if no such price is specified in the applicable Conditions Supplement:

- (a) where the Notes are specified in the applicable Conditions Supplement to relate to a single Index, an amount (which shall be deemed to be an amount of the Specified Currency on the same basis as the Strike Price) equal to the official closing level of the Index as determined by the Calculation Agent (or if a Valuation Time other than the Scheduled Closing Time is specified in the applicable Conditions Supplement, the level of the Index determined by the Calculation Agent at such Valuation Time) on the Valuation Date, without regard to any subsequently published correction; or
- (b) where the Notes are specified in the applicable Conditions Supplement to relate to a Basket of Indices, an amount (which shall be deemed to be an amount of the Specified Currency on the same basis as the Strike Price) equal to the sum of the values calculated for each Index as the official closing level of each Index as determined by the Calculation Agent (or if a Valuation Time other than the Scheduled Closing Time is specified in the applicable Conditions Supplement, the level of each Index determined by the Calculation Agent at such Valuation Time) on the Valuation Date, without regard to any subsequently published correction, multiplied by the relevant Multiplier specified in the applicable Conditions Supplement.

**"Related Exchange"** means, in relation to an Index, each exchange or quotation system specified as such in relation to such Index in the applicable Conditions Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided however, where All Exchanges is specified as the Related Exchange in the applicable Conditions Supplement, **"Related Exchange"** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index.

**"Scheduled Closing Time"** means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

**"Scheduled Trading Day"** means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions; *provided that* in respect of a Multiple Exchange Index, it shall mean any day on which the Index Sponsor is scheduled to publish the level of that Index; and the Related Exchange is scheduled to be open for trading for its regular trading session.

**"Settlement Cycle"** means the period of Component Clearance System Business Days following a trade in the relevant Index Component on the Exchange in which settlement will customarily occur according to the rules of such Exchange (or, if there are multiple Exchanges in respect of an Index, the longest such period).

**"Strike Price"** means, in respect of an Index Linked Note, the level or number specified as such in the applicable Conditions Supplement.

**"Trading Disruption"** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to an Index on any relevant Exchange(s) relating to Index Components that comprise 20 per cent. or more of



the level of the relevant Index), or (b) in futures or options contracts relating to the relevant Index on any relevant Related Exchange; *provided that* in respect of a Multiple Exchange Index, it shall mean any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to any Index Component on the Exchange in respect of such Index Component; or (ii) in futures or options contracts relating to that Index on the Related Exchange.

**“Valuation Date”** means the date specified as such and/or any date on which the closing price or closing level or any other relevant price or level or any other relevant determination in respect of the Index is to be determined or made.

**“Valuation Time”** means the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date in relation to the Index to be valued (or, if the relevant Exchange closes prior to its Scheduled Closing Time, the actual closing time for its regular trading session), or such other time as may be specified in the applicable Conditions Supplement; *provided that* in respect of an Index which is a Multiple Exchange Index, it shall mean (a) for the purposes of determining whether a Market Disruption Event has occurred (i) in respect of any Index Component, the Scheduled Closing Time on the Exchange in respect of such Index Component, and (ii) in respect of any options contracts or futures contracts on that Index, the close of trading on the Related Exchange; and (b) in all other circumstances, the time at which the official closing level of that Index is calculated and published by the Index Sponsor.

#### ***Definitions applicable to Credit Linked Notes***

For the purposes of Condition 9 (*Credit Linked Notes*) only, the following terms shall have the meanings set out below:

**“Accrued Interest”** means for the purpose of these Conditions:

- (a) in respect of any Notes for which Physical Settlement is specified to be the Settlement Method in the Conditions Supplement (or for which Physical Settlement is applicable as the Fallback Settlement Method in accordance with Condition 9(d)), the Outstanding Principal Balance of the Deliverable Obligations being Delivered will exclude accrued but unpaid interest, unless Include Accrued Interest is specified in the Conditions Supplement, 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 Conditions Supplement (or for which Cash Settlement is applicable as the Fallback Settlement Method in accordance with Condition 9(d) (*Auction Settlement*)), and:
  - (i) Include Accrued Interest is specified in the Conditions Supplement, the Outstanding Principal Balance of the Reference Obligation shall include accrued but unpaid interest;
  - (ii) Exclude Accrued Interest is specified in the Conditions Supplement, 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 Conditions Supplement, 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 Condition 9(n) (*Partial Cash Settlement*) applies, the Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation, Undeliverable Loan Obligation, Unassignable Obligation or Hedge Disruption Obligation (as applicable), whether such Quotations shall include or exclude accrued but unpaid interest.

**“Additional EDD Interest Amount”** means an amount in the Specified Currency determined by the Calculation Agent in respect of each Calculation Amount per Note equal to each Interest Amount that would have been payable per Calculation Amount, but for the operation of Condition 3(c) (*Accrual of*

*Interest*) and Condition 9(e) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/ Interest Payment Date Extension*) and the original determination of the Event Determination Date, on each Interest Payment Date falling after the date originally determined to be the Event Determination Date, to and including the Interest Resumption Date.

“**Additional Reference Entity**” has the meaning given in Condition 9(k)(x) (*Succession*).

“**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.

“**Aggregate Nominal Amount**” means, on the Issue Date, the aggregate principal amount of the Notes of such Series specified in the applicable Conditions Supplement and on any date thereafter the aggregate principal amount of the Notes of such Series outstanding on such date (taking into account the aggregate principal amount of the Notes of such Series on the Issue Date and any amortisations, partial redemptions or further issues of the Notes of such Series on or prior to such date).

“**Applicable Percentage**” means in respect of a redemption of a Note and a Credit Event:

- (a) if the Credit Event is not a M(M)R Restructuring, 100 per cent.; or
- (b) if the Credit Event is a M(M)R Restructuring, an amount (expressed as a percentage) equal to the Exercise Amount specified in the relevant Credit Event Notice relating to the relevant Reference Entity and Credit Event divided by the Aggregate Nominal Amount or Reference Entity Nominal Amount (as applicable) of the Notes outstanding as at the related Event Determination Date.

“**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, in respect of each nominal amount of Credit Linked Notes equal to the Calculation Amount, as applicable, 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 equal to (i) if the Credit Event is not a M(M)R Restructuring, the Calculation Amount or (ii) if the Credit Event is a M(M)R Restructuring, the Applicable Percentage multiplied by the Calculation Amount less, if Unwind Costs are specified as applying in the Conditions Supplement, Deliverable Obligations with a market value determined by the Calculation Agent in its sole and absolute discretion on the Business Day selected by the Calculation Agent falling during the period from and including the Event Determination Date to and including the Delivery Date equal to a *pro rata* share of Unwind Costs and if Condition 9(j)(iii)(A) (*Reversals of DC Resolutions and adjustments to Event Determination Dates*) is applicable, less Deliverable Obligations with a market value determined by the Calculation Agent (in its sole and absolute discretion) equal to (or where rounding upwards applies, greater than) *pro rata* share of the EDD Adjustment Amount.

“**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 Conditions Supplement:
  - (i) a Governmental Intervention; or
  - (ii) a Restructuring in respect of the Reference Obligation, if Restructuring is specified as applicable in the Conditions Supplement 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 Conditions Supplement, a Restructuring,

in each case, whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement.

**“Asset Package 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 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 above, if Sovereign No Asset Package Delivery is specified as applicable in the Conditions Supplement, 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.

**“Auction”** means, with respect to a Reference Entity and a Credit Event, unless otherwise specified in the Credit Derivatives Auction Settlement Terms, an auction pursuant to which an Auction Final Price is to be determined in accordance with an auction procedure set out in the relevant Credit Derivatives Auction Settlement Terms. In respect of a Restructuring Credit Event, if the Issuer exercises the Movement Option, the Parallel Auction selected by the Issuer on exercise of the Movement Option shall be the Auction.

**“Auction Cancellation Date”** means, with respect to an Auction, unless otherwise specified in the Credit Derivatives Auction Settlement Terms, the date on which such Auction was deemed to have been cancelled as announced by the DC Secretary (and/or the administrators specified in the relevant Credit Derivatives Auction Settlement Terms) on its website or such other date as determined and announced in accordance with the relevant Credit Derivatives Auction Settlement Terms.

**“Auction Covered Transaction”** shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

**“Auction Credit Event Redemption Amount”** means, in respect of each principal amount of the Notes equal to the Calculation Amount, the amount specified as such in the applicable Conditions Supplement or if no such amount is specified in the applicable Conditions Supplement, an amount calculated by the Calculation Agent equal to:

$$[A \times B \times C] - D - E$$

where:

**A** is the Calculation Amount;

**B** is the Applicable Percentage;

**C** is the Auction Final Price in respect of the relevant Auction;

**D** is Unwind Costs; and

**E** is the EDD Adjustment Amount (if applicable),

provided that in no event shall the Auction Credit Event Redemption Amount be less than zero.

**“Auction Credit Event Redemption Date”** means, the fifth Business Day following the later of the Auction Settlement Date, determined in accordance with the Credit Derivatives Auction Settlement Terms, and the date on which the Auction Settlement Notice is sent, or such other date specified in the applicable Conditions Supplement, each as determined by the Calculation Agent.

**“Auction Final Price”** means, with respect to an Auction, unless otherwise specified in the relevant Credit Derivatives Auction Settlement Terms, the price (expressed as a percentage) in respect of the deliverable obligations which would constitute Reference Obligation(s) and/or Deliverable Obligation(s) under the Notes determined to be the Auction Final Price in accordance with the Credit Derivatives Auction Settlement Terms.

**“Auction Final Price Determination Date”** means with respect to an Auction, the day, if any, on which the Auction Final Price is determined or such other date as specified in the relevant Credit Derivatives Auction Settlement Terms.

**“Auction Settlement Date”** means the date that is the number of Business Days specified in the relevant Credit Derivatives Auction Settlement Terms (or, if a number of Business Days is not so specified, five Business Days) immediately following the relevant Auction Final Price Determination Date.

**“Auction Settlement Notice”** means a notice delivered by the Issuer to the Noteholders in accordance with Condition 17 (*Notices*) following the occurrence of an Auction Final Price Determination Date notifying Noteholders of the redemption of the Notes in accordance with Condition 9(d) (*Auction Settlement*) and specifying, in respect of a Restructuring Credit Event where the Movement Option applied, whether the Issuer exercised the Movement Option and, if so, the Parallel Auction selected as a result of the exercise of the Movement Option and the Auction Final Price for such Parallel Auction.

**“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 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 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 clauses (a) to (g).

**“Basket”** means a basket composed of the Reference Entities as specified in the applicable Conditions Supplement and such term shall include each New Basket resulting from the occurrence of a Succession Date and the identification of more than one Successor

**“Business Day”** means for the purposes of Condition 9 (*Credit Linked Notes*) only, a day on which commercial banks and foreign exchange markets are generally open to settle payments in each

Specified Business Centre specified in the applicable Conditions Supplement, and a day on which T2 is open (if T2 is specified for that purpose in the applicable Conditions Supplement).

**“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 Conditions Supplement.

**“Calculation Amount”** means the amount specified as such in the Conditions Supplement.

**“Capital Ratio”** means the ratio of capital to risk weighted assets applicable to the Obligation, as described in the terms thereof in effect from time to time.

**“Cash Settlement Notice”** has the meaning given in Condition 9(b) (*Cash Settlement*).

**“CLN Relevant Time”** means Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix) Tokyo time).

**“CoCo Provision”** means, with respect to an Obligation, a provision which requires (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, in each case, if the Capital Ratio is at or below the Trigger Percentage.

**“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, with respect to a Reference Entity and a Credit Event, any Credit Derivatives Auction Settlement Terms published by ISDA in accordance with the Rules with respect to such Reference Entity and Credit Event, a form of which is published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website thereto) from time to time and as amended in accordance with the Rules from time to time.

**“Credit Derivatives Determinations Committees”** means the committees established by ISDA 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 Conditions Supplement which may include Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring or Governmental Intervention.

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) if Credit Event Backstop Date is specified as “Applicable” in the applicable Conditions Supplement, the date determined by the Calculation Agent:
- (A) for the purposes of any event that constitutes a Credit Event (or with respect to Repudiation/Moratorium, if applicable, the event described in sub-paragraph (b) of the definition thereof), as determined by a DC Resolution, the date that is 60 calendar days prior to the Credit Event Resolution Request Date; or
- (B) otherwise, that is 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; or
- (b) if Credit Event Backstop Date is specified as “Not Applicable” in the applicable Conditions Supplement, the Credit Event Backstop Date shall be deemed to be the Trade Date.

The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

**“Credit Event Notice”** means an irrevocable notice from the Calculation Agent (which may be by telephone) 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 applicable Credit Event Backstop Date and on or prior to the Extension 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 9(q) (*Calculation Agent and Calculation Agent Notices*). Upon receipt of the Credit Event Notice by the Issuer, the Issuer shall give a notice in similar terms to Noteholders as soon as practicable in accordance with Condition 17 (*Notices*).

**“Credit Event Redemption Amount”** means, in respect of each principal amount of the Notes equal to the Calculation Amount, the amount specified as such in the applicable Conditions Supplement or if no such amount is specified in the applicable Conditions Supplement, an amount calculated by the Calculation Agent equal to:

$$[A \times B \times C] - D - E$$

**where:**

**A** is the Calculation Amount;

**B** is the Applicable Percentage;

**C** is the Final Price;

**D** is Unwind Costs; and

**E** is the EDD Adjustment Amount (if applicable),

provided that in no event shall the Credit Event Redemption Amount be less than zero.

**“Credit Event Redemption Date”** means (i) if the Credit Event Redemption Amount or Final Price is not specified in the applicable Conditions Supplement, the day falling the number of Business Days specified in the applicable Conditions Supplement (or, if a number of Business Days is not so specified, five Business Days) following the calculation of the Final Price or, (ii) if the Credit Event Redemption Amount or the Final Price is specified in the applicable Conditions Supplement, the date that is five Business Days (or such other number of Business Days specified in the applicable Conditions Supplement) following the relevant Event Determination Date (or if Cash Settlement is applicable pursuant to the Fallback Settlement Method in accordance with Condition 9(d) (*Auction*

*Settlement*), the date that is five Business Days (or such other number of Business Days specified in the applicable Conditions Supplement) following any Auction Cancellation Date or No Auction Announcement Date in respect of the relevant Auction, if later).

**“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.

**“Currency Amount”** means, whenever an amount is denominated in a currency other than the Settlement Currency and is specified in Condition 9 (*Credit Linked Notes*) to be determined by reference to a Currency Amount, such amount converted to the relevant Settlement Currency using the Currency Rate.

**“Currency Rate”** means the rate determined by the Calculation Agent in good faith acting in a commercially reasonable manner equal to the rate of conversion of the currency of the Deliverable Obligation into the Settlement Currency as of such time and date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements.

**“DC Announcement Coverage Cut-off Date”** means, with respect to a DC Credit Event Announcement, the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is fourteen calendar days following the No Auction Announcement Date, if any, as applicable.

**“DC Credit Event Announcement”** means, with respect to 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 Condition 9(h) (*Credit Derivatives DC 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 Rules.

**“DC Secretary”** has the meaning given to that term in the Rules.

**“Default Requirement”** means the amount specified as such in the applicable Conditions Supplement or its equivalent in the relevant Obligation Currency or, if a Default Requirement is not specified in the applicable Conditions Supplement, U.S.\$10,000,000, 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 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 (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.

If Asset Package Delivery is specified as applicable in the Conditions Supplement, (i) Delivery of a Prior Deliverable Obligation or a Package Observable Bond specified in the Notice of Physical Settlement or NOPS 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 had immediately prior to the Asset Package Credit Event, (ii) the paragraph 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 Business Days following the date on which the Issuer has notified the Noteholders in accordance with Condition 17 (*Notices*) 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 “(i) 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 Conditions Supplement, 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 Conditions Supplement, and, subject to paragraph (ii) (*Interpretation of Provisions*) below, having each of the Deliverable Obligation Characteristics, if any, specified in the Conditions Supplement, 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 Obligation, the definition of “Reference Obligations Only” shall be amended to state

that no Deliverable Obligation Characteristics shall be applicable to Reference Obligation Only).

- (B) **“Deliverable Obligation Characteristics”** means anyone or more of Not Subordinated, 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, and:
- (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 (to the extent that the Issuer 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:
    - (I) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);
    - (II) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds;  
or
    - (III) 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 from the Physical Settlement Date of not greater than the period specified in the Conditions Supplement (or if no such period is specified, thirty 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 or any other internationally recognised clearing system.

(ii) *Interpretation of Provisions.*

- (A) If either of the Obligation Characteristic Listed or Not Domestic Issuance is specified in the Conditions Supplement, the Conditions Supplement 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 Conditions Supplement, the Conditions Supplement 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 Conditions Supplement, the Conditions Supplement 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 Conditions Supplement, the Conditions Supplement 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 Conditions Supplement, 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 the Deliverable Obligation Characteristics, if any, specified in the Conditions Supplement from the following list: Not Subordinated, 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 Conditions Supplement 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 Conditions Supplement, 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 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 Conditions Supplement, 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.

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 Conditions Supplement 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 50 per cent. owned, directly or indirectly, by the Reference Entity.

**"Due and Payable Amount"** means the amount that is due and payable by the Reference Entity under the obligation whether by reason of maturity, acceleration, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) less all or any portion of such amount which, pursuant to the terms of the obligation (a) is subject to any Prohibited Action, or (b) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (i) payment or (ii) a Permitted Contingency), in each case, determined in accordance with the terms of the obligation in effect on 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.

**"EDD Adjustment Amount"** means, in connection with a change of the date of an Event Determination Date pursuant to Condition 9(j)(*Reversals of DC Resolutions and adjustments to Event Determination Dates*), an amount in the Specified Currency determined by the Calculation Agent in respect of each Calculation Amount equal to each amount of interest per Calculation Amount that would not have been paid (if any) on any Interest Payment Date to Noteholders had the earlier Event Determination Date been the date originally determined as the Event Determination Date.

**"Eligible Information"** means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

**"Eligible Transferee"** means:

- (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)); 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 sub-paragraph (a) above;
- (c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:
  - (i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that (A) has total assets of at least U.S.\$100 million or (B) is one of a group of investment vehicles under common control or management having, in 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-paragraphs (a), (b), (c)(ii), (d) or (e);
- (d) any Sovereign; or
- (e) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

All references in this definition to U.S.\$ include equivalent amounts in other currencies in each case as determined by the Calculation Agent.

**“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)
      - (1) the Credit Event is not an M(M)R Restructuring; and
      - (2) the Trade Date occurs on or prior to a DC Announcement Coverage Cut-off Date; or
    - (B)
      - (1) the Credit Event is an M(M)R Restructuring; and
      - (2) a Credit Event Notice is delivered and is effective 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 any Hedging Arrangements, or
- (b) if paragraph (a) of this definition does not apply, the Non-Standard Event Determination Date.

Where the Notes are First-to-Default Credit Linked Notes, an Event Determination Date shall be deemed to occur with respect to the Notes on the first occasion an Event Determination Date occurs

with respect to any Reference Entity (the “**First Reference Entity**”). Where the Notes are First-to-Default Credit Linked Notes or N<sup>th</sup>-to-Default Credit Linked Notes and an Event Determination Date occurs with respect to more than one Reference Entity on the same day, the Calculation Agent shall determine in its sole discretion the order in which such Event Determination Dates occur.

“**Event Determination Date Reversal**” has the meaning given in Condition 9(j)(iii)(B) (*Reversals of DC Resolutions and adjustments to Event Determination Dates*).

“**Excluded Deliverable Obligation**” means:

- (a) any obligation of a Reference Entity specified as such or of a type described in the Conditions Supplement;
- (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 Conditions Supplement;
- (b) if Financial Reference Entity Terms is specified as applicable in the Conditions Supplement 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 Conditions Supplement 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 Amount**” has the meaning given in Condition 9(l)(i) (*Restructuring Credit Event*).

“**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 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 Relevant City Business Days following the date on which such Final List is published; or
  - (ii) otherwise, the date that is 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 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 Conditions Supplement, 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 Conditions Supplement, 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 Notes for which Auction Settlement is specified as the Settlement Method in the applicable Conditions Supplement, the Fallback Settlement Method specified in such Conditions Supplement, or if no Fallback Settlement Method is specified, the Fallback Settlement Method shall be deemed to be “Cash Settlement”.

**“Final Delivery Date”** has the meaning given to that term in Condition 9(m)(x)(*Physical Delivery*).

**“Final List”** has the meaning given to that term in the Rules.

**“Final Price”** means with respect to any Valuation Obligation the price of the Valuation Obligation, expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount, as applicable, as specified in the Conditions Supplement or, if not so specified, determined in accordance with the Valuation Method specified in the applicable Conditions Supplement or, if no Valuation Method is specified in the Conditions Supplement, the Valuation Method set out in the definition of Valuation Method in either Condition 9(n) (*Partial Cash Settlement*) or Condition 23 (*Definitions*) (as applicable).

**“First-to-Default Credit Linked Notes”** means any Series of Notes in respect of which the Issuer purchases credit protection from Noteholders in respect of two or more Reference Entities and pursuant to which, upon the occurrence of an Event Determination Date with respect to any of such Reference Entities, the Notes will be redeemed in accordance with the relevant Settlement Method.

**“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 Valuation 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 as 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-government 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 paragraph (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 (I) the payment or accrual of interest, or (II) 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.

If CoCo Supplement is specified as applicable in the Conditions Supplement, the following provisions shall apply:

- (x) A CoCo Provision shall be deemed to be a provision which permits a Governmental Intervention.
- (y) If, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, the operation of one or more CoCo Provisions results in (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, such event shall be deemed to constitute a Governmental Intervention.

**“Grace Period”** means:

- (a) subject to sub-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 applicable in the Conditions Supplement, a Potential Failure to Pay has occurred on or prior to the Scheduled Maturity Date or relevant Interest Payment Date and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Maturity Date or relevant Interest Payment Date, the Grace Period will be deemed to be the lesser of such grace period and the period specified as such in the Conditions Supplement or, if no period is specified in the Conditions Supplement, 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 Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless Grace Period Extension is specified as applying in the Conditions Supplement, such deemed Grace Period shall expire no later than the Scheduled Maturity Date or relevant Interest Payment 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 T2 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 Conditions Supplement; and
- (b) a Potential Failure to Pay occurs on or prior to the Scheduled Maturity Date or relevant Interest Payment 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 Conditions Supplement, 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 as a result of which the Issuer and/or any of its Affiliates has not received the relevant Deliverable Obligations under the terms of any Hedging Arrangements entered into in respect of the Notes.

**“Hedge Disruption Obligation”** means a Deliverable Obligation included in the Asset Amount which, on the Physical 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 transaction(s), asset(s) or trading position(s) 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 of the Issuer issuing and performing its obligations with respect to the Credit Linked Notes.

**“Indicative Quotation”** means, for the purposes of Condition 9(n) (*Partial Cash Settlement*), each quotation in accordance with the Quotation Method obtained from a Quotation Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation equal to the Quotation Amount, which reflects such Quotation Dealer’s reasonable assessment of the price of such Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation based on such factors as such Quotation Dealer may consider relevant, which may include historical prices and recovery rates. Indicative Quotations shall be applicable only in the event that the provisions of Condition 9(n)(i) (*Partial Cash Settlement*) are applicable.

**“Interest Recommencement Date”** has the meaning given to it in Condition 9(j)(iii)(B) (*Reversals of DC Resolutions and adjustments to Event Determination Dates*).

**“ISDA”** means the International Swaps and Derivatives Association, Inc. or any successor thereto as determined by the Calculation Agent.

**“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 has been or will be exchanged or converted (including by way of amendment), as determined by the Calculation Agent by reference to Eligible Information. If this cannot be determined, the Largest Asset Package will be the package of Assets with the highest immediately realizable value, determined by the Calculation Agent in accordance with the methodology, if any, determined by the relevant Credit Derivatives Determinations Committee.

**“Latest Maturity Restructured Bond or Loan”** has the meaning given to that term in the definition of “Restructuring Maturity Limitation Date”.

**“Legacy Reference Entity”** has the meaning given in Condition 9(k)(x) (*Succession*).

**“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.

**“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 Conditions Supplement.

**“Market Value”** means, with respect to a Valuation Obligation, an Undeliverable Obligation, a Hedge Disruption Obligation, an Undeliverable Loan Obligation or an Unassignable Obligation, on a Valuation Date:

- (a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (b) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;
- (d) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation;
- (e) for the purposes of Condition 9(n) (*Partial Cash Settlement*) only, if Indicative Quotations are specified as applying in the applicable Conditions Supplement and exactly three Indicative Quotations are obtained, the Indicative Quotation remaining after disregarding the highest and lowest Indicative Quotations (and if more than one such Indicative Quotations have the same highest or lowest value, then one of such highest or lowest Indicative Quotations shall be disregarded);
- (f) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, subject as provided in the definition of Quotation, an amount as determined by the Calculation Agent on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation is obtained; and
- (g) if two or more Full Quotations or a Weighted Average Quotation are not obtained (and, if Indicative Quotations are specified as applicable, fewer than three Indicative Quotations are obtained) on or prior to the tenth 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 Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Valuation Obligation obtained from Quotation Dealers at the Valuation Time on such tenth 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.

**“Maturity Date”** means either (a) the Credit Event Redemption Date, the Auction Credit Event Redemption Date, the Partial Cash Settlement Date, the Postponed Maturity Date and the Physical Settlement Date or (b) if none of the foregoing is relevant, the Scheduled Maturity Date.

**“Maturity Date Extension Event”** means, in the determination of the Calculation Agent, the occurrence of any of the following:

- (a) where Repudiation/Moratorium is specified as a Credit Event in the applicable Conditions Supplement, a Potential Repudiation/Moratorium has or may have occurred;
- (b) where Failure to Pay is specified as a Credit Event in the applicable Conditions Supplement, a Potential Failure to Pay has or may have occurred;
- (c) 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; or
- (d) the occurrence of a Postponed Maturity Date or a Postponed Interest Payment Date.

**“Merger Event”** and **“Merger Event Notice”** have the meanings given in Condition 9(k)(xii) (*Succession*).

**“Minimum Quotation Amount”** means the amount specified as such in the applicable Conditions Supplement (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the

lower of (a) U.S.\$1,000,000 (or its equivalent in the relevant Obligation Currency) and (b) the Quotation Amount. For the purposes of Condition 9(n) (*Partial Cash Settlement*), there shall be no Minimum 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, in the event that the Scheduled Maturity Date is later than the 10-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Scheduled Maturity Date.

**“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 Credit Linked 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 Credit Linked 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 17 (*Notices*).

**“Movement Option Cut-off Date”** means the date that is one Relevant City Business Day following the Exercise Cut-off Date, or such other date as the relevant Credit Derivatives Determinations Committee has Resolved.

**“Multiple Holder Obligation”** means an Obligation that (i) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other and (ii) 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 66 and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event; provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in (ii).

**“New Basket, New Basket Nominal Amount, New Basket Relevant Proportion”** and **“New Basket Outstanding Principal Amount”** have the meanings given to such terms in Conditions 9(k)(vi) (*Succession - where the Notes are First - to - Default Credit Linked Notes*) and 9(k)(vii) (*Succession - where the Notes are N<sup>th</sup> - to - Default Credit Linked Notes*).

**“No Auction Announcement Date”** means, with respect to a Credit Event, the date on which 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 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) (1) Auction Settlement is the applicable Settlement Method or the relevant Credit Event is an M(M)R Restructuring; and
      - (2) a Credit Event Notice is delivered and is effective on or prior to the Non-Standard Exercise Cut-off Date, or
    - (ii) the first date on which a Credit Event Notice is delivered and is effective during either the Notice Delivery Period or the period from and including the date of the DC Credit Event Announcement to and including the date that is fourteen calendar days thereafter (provided, in each case, that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)), if 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 any Hedging Arrangement,
- 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 any Hedging Arrangement.

**“Non-Standard Exercise Cut-off Date”** means, with respect to a Credit Event to which paragraph (a) of the definition of 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 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 Relevant City Business Days following the date on which such Final List is published; or
  - (ii) otherwise, the date that is 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.

**“NOPS Amendment Notice”** has the meaning given in Condition 9(c)(iii) (*Physical Settlement*).

**“Notice Delivery Date”** means the first date on which both an effective Credit Event Notice and, unless Notice of Publicly Available Information is specified as not applicable in the Conditions Supplement, an effective 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 second Business Day after the date falling 14 calendar days after the Extension Date.

**“Notice of Physical Settlement”** shall have the meaning given in Condition 9(c)(i) (*Physical Settlement*).

**“Notice of Publicly Available Information”** means an irrevocable notice from the Calculation Agent (which may be by telephone) 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 applying in the applicable Conditions Supplement 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 Condition 9(q) (*Calculation Agent and Calculation Agent Notices*). Upon receipt of the Notice of Publicly Available Information by the Issuer, the Issuer shall give a notice in similar terms to the Noteholders as soon as practicable in accordance with Condition 17 (*Notices*).

**“Notice to Exercise Movement Option”** means, with respect to Notes for which (a) M(M)R Restructuring is applicable and (b) the Fallback Settlement Method would otherwise be applicable pursuant to the Auction Settlement provisions, a notice from the Issuer to the Calculation Agent 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.

**“N<sup>th</sup> Reference Entity”** means, in respect of any Series of N<sup>th</sup>-to-Default Credit Linked Notes, the numbered (such number being the **“Relevant Number”**) Reference Entity with respect to which an Event Determination Date must have occurred, and not been reversed prior to the Auction Final Price Determination Date in respect of an Auction, a Valuation Date, the Physical Settlement Date (or, if earlier, a Delivery Date), or the Maturity Date, as applicable, in order for the Notes to be redeemed in accordance with the applicable Settlement Method. For example, if the applicable Conditions Supplement specifies that the Notes are Second-to-Default Credit Linked Notes, then the N<sup>th</sup> Reference Entity shall be the second Reference Entity with respect to which an Event Determination Date has occurred.

**“N<sup>th</sup>-to-Default Credit Linked Notes”** means any Series of Notes in respect of which the Issuer purchases credit protection from Noteholders in respect of two or more Reference Entities and pursuant to which, upon the occurrence of an Event Determination Date with respect to the N<sup>th</sup> Reference Entity, and provided that the Event Determination Date not been reversed prior to the



Auction Final Price Determination Date in respect of an Auction, a Valuation Date, the Physical Settlement Date (or, if earlier, a Delivery Date), or the Maturity Date, as applicable, the Notes will be redeemed in accordance with the relevant Settlement Method.

**“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.

**“Method for Determining Obligations”**. 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 Conditions Supplement, and having each of the Obligation Characteristics (if any) specified in the Conditions Supplement, 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:

- (i) **“Obligation Category”** means Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the Conditions Supplement, where:
  - (a) **“Payment”** means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money;
  - (b) **“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);
  - (c) **“Reference Obligations Only”** means any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligations Only;
  - (d) **“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;
  - (e) **“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
  - (f) **“Bond or Loan”** means any obligation that is either a Bond or a Loan.
- (ii) **“Obligation Characteristics”** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance specified in the Conditions Supplement, where:
  - (a) **“Not Subordinated”** means an obligation that is not Subordinated to (1) the Reference Obligation or, (2) 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, 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;

- (c) “**Prior Reference Obligation**” means, in circumstances where there is no Reference Obligation applicable to the relevant Note, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise, (II) the obligation specified in the Conditions Supplement 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;
- (d) “**Specified Currency**” means an obligation that is payable in the currency or currencies specified as such in the Conditions Supplement (or, if Specified Currency is specified in the Conditions Supplement and no currency is so specified, any Standard Specified Currency) provided that if the euro is a Specified Currency, “Specified Currency” shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority;
- (e) “**Not Sovereign Lender**” means any obligation that is not primarily owed to (A) a Sovereign or (B) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as “Paris Club debt”;
- (f) “**Not Domestic Currency**” means any obligation that is payable in any currency other than applicable Domestic Currency provided that a Standard Specified Currency shall not constitute the Domestic Currency;
- (g) “**Not Domestic Law**” means any obligation that is not governed by the applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law;
- (h) “**Listed**” means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange; and
- (i) “**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 a 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 a 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 Conditions Supplement (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 the relevant Notes are Reference Obligation Only Notes.

**“Outstanding Amount”** means, in respect of a Prior Deliverable Obligation or Package Observable Bond, the Outstanding Principal Balance or Due and Payable Amount, as applicable, or the equivalent amount in the Settlement Currency as specified in the relevant Notice of Physical Settlement.

**“Outstanding Notes Amount”** has the meaning given in Condition 9(I)(iii) (*Restructuring Credit Event*).

**“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](http://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 paragraphs (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 defined in the relevant Parallel Auction Settlement Terms.

**“Parallel Auction Cancellation Date”** means “Auction Cancellation Date” as defined in the relevant Parallel Auction Settlement Terms.

**“Parallel Auction Final Price Determination Date”** means “Auction Final Price Determination Date” as defined in the relevant Parallel Auction Settlement Terms.

**“Parallel Auction Settlement Date”** means the “Auction Settlement Date” as 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 (i) the Deliverable Obligation Terms are the same as the Reference Transaction and (ii) 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.

**“Partial Cash Settlement Amount, Partial Cash Settlement Date”** and **“Partial Cash Settlement Notice”** have the meaning given in Condition 9(n) (*Partial Cash Settlement*).

**“Payment Requirement”** means the amount specified as such in the applicable Conditions Supplement or its equivalent in the relevant Obligation Currency or, if a Payment Requirement is not specified in the applicable Conditions Supplement, U.S.\$1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

**“Permissible Deliverable Obligations”** has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included 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 Conditions Supplement, any Solvency Capital Provisions; or
  - (v) if Financial Reference Entity Terms are specified as applicable in the Conditions Supplement, 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 Date”** means the last day of the longest Physical Settlement Period following the PSN Cut-off Date, subject to adjustment where applicable, pursuant to Conditions 9(e)(ii) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension*), 9(f) (*Repudiation/Moratorium Extension*), 9(g) (*Grace Period Extension*), 9(h) (*Credit Derivatives DC*



*Extension*), 9(i) (*Additional Maturity Date and Interest Payment Date Extension*) and 9(m)(x) (*Physical Delivery*).

**“Physical Settlement Matrix”** means the “Credit Derivatives Physical Settlement Matrix” as most recently amended or supplemented as at the Trade Date (unless otherwise specified in the Conditions Supplement) and as published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website). The Physical Settlement Matrix may be applicable to any Series of Notes (notwithstanding that the Settlement Method for such Notes may not be Physical Settlement) where Physical Settlement Matrix Standard Terms are specified as applicable in the Conditions Supplement and one or more Transaction Type(s) are specified as applying to the Reference Entity(ies) of such Series of Notes.

**“Physical Settlement Period”** means the number of Business Days specified as such in the applicable Conditions Supplement 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 Noteholders in accordance with Condition 17 (*Notices*) 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 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 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)).

**“Postponed Interest Payment Date”** has the meaning given in Condition 9(i)(i) (*Additional Maturity Date and Interest Payment Date Extension*).

**“Postponed Maturity Date”** has the meaning given in Condition 9(i)(i) (*Additional Maturity Date and Interest Payment Date Extension*).

**“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 or the relevant DC Resolution has not been published, 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 Credit Event has occurred.

**“Potential Failure to Pay”** means the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations, in accordance with the terms of such Obligations at the time of such failure.

**“Potential Repudiation/Moratorium”** means the occurrence of an event described in sub-paragraph (a) of the definition of Repudiation/Moratorium.

**“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 paragraphs (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 to Condition 9(e)(ii) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension*):

- (a) subject to paragraph (b) below, the later of:
  - (i) the thirtieth calendar day after the Event Determination Date; and
  - (ii) the tenth 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 calendar day after the Non-Standard Exercise Cut-off Date); or
- (b) if, in accordance with the terms of Condition 9(d) (*Auction Settlement*), Condition 9(c) (*Physical Settlement*) 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 calendar day after the Auction Cancellation Date or the No Auction Announcement Date, occurring pursuant to paragraphs (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:
      - I. the date determined pursuant to paragraph (a)(i) above; and
      - II. the thirtieth 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:
      - I. a No Auction Announcement Date occurs pursuant to paragraph (b) of the definition of No Auction Announcement Date above and the Issuer has not exercised the Movement Option; or
      - II. 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 an effective Physical Settlement Notice or NOPS Amendment Notice, as the case may be, is delivered by the Issuer.

**“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);
- (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), 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 paragraphs (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.

**"Public Source"** means each source of Publicly Available Information specified as such in the applicable Conditions Supplement (or if a source is not specified in the applicable Conditions Supplement, each of Bloomberg, Dow Jones Newswires, Reuters, 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).

**"Qualifying Affiliate Guarantee"** means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

**"Qualifying Guarantee"** means 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, 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 Conditions Supplement; or
    - (B) any Solvency Capital Provisions, if Subordinated European Insurance Terms is specified as applicable in the Conditions Supplement.

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 Conditions Supplement. 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 had otherwise become due and payable at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non-Contingent Amount.

**“Quotation”** means each Full Quotation, the Weighted Average Quotation and, if Indicative Quotations are specified as applying in the applicable Conditions Supplement, each Indicative Quotation obtained and expressed as a percentage 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 or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation. If two 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 Conditions Supplement, the Calculation Agent shall attempt to obtain three Indicative Quotations from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation (or, if Indicative Quotations are specified as applying in the applicable Conditions Supplement, three Indicative Quotations) on the same Business Day on or prior to the tenth Business Day following the applicable Valuation Date, the Quotations shall be deemed to be zero.

**“Quotation Amount”** means:

- (a) the amount specified as such in the applicable Conditions Supplement (which may be specified by reference to an amount in a currency or by reference to a Representative Amount) or, if no amount is specified in the applicable Conditions Supplement, the Aggregate Nominal Amount or Reference Entity Nominal Amount (as applicable) (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained); and
- (b) for the purposes of Condition 9(n) (*Partial Cash Settlement*) only, with respect to each type or issue of Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained), as applicable, of such Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation.

**“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 Conditions Supplement. If no Quotation Dealers are specified in the applicable Conditions Supplement, the Calculation Agent shall select the Quotation Dealers in its sole and absolute discretion. 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 Conditions Supplement 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 purposes of determining a relevant Quotation Dealer’s quotation.

For the purpose of Condition 9(n) (*Partial Cash Settlement*) or if a Quotation Method is not specified in the applicable Conditions Supplement, Bid shall apply.

**“Reference Entity”** means the entity specified as such in the Conditions Supplement. Any Successor to the Reference Entity either (a) identified by the Calculation Agent pursuant to Condition 9(k) (*Succession*) and the definition of “Successor” on or following the Trade Date or (b) identified by the Calculation Agent 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 Entity Nominal Amount”** means, in respect of a Single Name Credit Linked Note, a Reference Entity and a Succession Date, where more than one Successor has been identified by the Calculation Agent, the Aggregate Nominal Amount of the Notes as of the Issue Date divided by the number of Successors (or in the case of a subsequent Succession Date, the Reference Entity Nominal Amount in respect of such Reference Entity immediately prior to such subsequent Succession Date divided by the number of Successors) as determined by the Calculation Agent.

**“Reference Obligation”** means the Standard Reference Obligation, if any, unless:

- (a) Standard Reference Obligation is specified as not applicable in the Conditions Supplement, 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 Conditions Supplement (or no election is specified in the Conditions Supplement), (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified in the Conditions Supplement, 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 (other than for purposes of the “Not Subordinated” Obligation Characteristic or “Not Subordinated” Deliverable Obligation Characteristic) and there shall be no Reference Obligation unless and until such obligation is subsequently replaced on the SRO List, in which case, the new Standard Reference Obligation in respect of the Reference Entity shall constitute the Reference Obligation.

“**Reference Obligation Only Notes**” means any Notes in respect of which (a) “Reference Obligation Only” is specified as the Obligation Category and the Deliverable Obligation Category in the Conditions Supplement and (b) “Standard Reference Obligation” is specified as not applicable in the Conditions Supplement.

“**Reference Obligation Only Termination Amount**” has the meaning given to that term in the Conditions Supplement.

“**Reference Transaction**” means a hypothetical credit derivative transaction:

- (a) for which the Deliverable Obligation Terms and the Reference Obligation are (i) the same as in respect of the Credit Linked Notes (if such Deliverable Obligation Terms and Reference Obligation are specified in the Conditions Supplement) or (ii) if and to the extent the Deliverable Obligation Terms and/or the Reference Obligation are not 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 Credit Linked Notes; and
- (c) otherwise having such other characteristics as the Calculation Agent may determine appropriate by reference to, without limitation, any Hedging Arrangement and/or any credit derivative elections made in relation to the Credit Linked Notes.

“**Regulatory Event**” means, in relation the Notes, that (a) as a result of any applicable law or regulation (including but not limited to any economic, trade and/or financial sanctions laws or regulations, embargoes or similar restrictive measures), (x) the legal and/or regulatory treatment of the Notes or the Issuer is reasonably likely to be less favourable to, or result in a burden on, the Issuer or the Agents, or any of their respective affiliates, including, without limitation, in connection with maintaining the existence of the Notes, or (y) the Issuer or the Agents, or any of their respective affiliates, has suffered, or there is a reasonable likelihood that it will suffer, an adverse consequence, including, without limitation, any increased cost or breach or potential breach of any applicable law or regulation (including but not limited to any economic, trade and/or financial sanctions laws or regulations, embargoes or similar restrictive measures), in connection with the Notes, or maintaining the Notes or any hedging transaction entered into in relation to the Notes, or (b) the payment of any amount due in respect of the Notes, and/or delivery of any assets pursuant to the terms of the Notes by the Issuer is delayed, sanctioned, halted, suspended due to any events arising out of the above.

“**Relevant City Business Day**” has the meaning given to that term in the Rules.

“**Relevant Guarantee**” means a Qualifying Affiliate Guarantee or, if “All Guarantees” is specified as applicable in the Conditions Supplement, 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 NOPS Amendment Notice, as applicable.

“**Relevant Number**” has the meaning given to that term in Condition 9(a) (*Redemption*).

“**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 Conditions Supplement 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 Conditions Supplement, 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”.

“**Remaining Amount**” has the meaning set out in sub-paragraph (3) of Condition 9(k)(v)(C) (*Succession*).

“**Replaced Deliverable Obligation Outstanding Amount**” has the meaning given to that term in Condition 9(c) (*Physical Settlement*).

“**Replacement Deliverable Obligation**” has the meaning given to that term in Condition 9(c) (*Physical Settlement*).

“**Representative Amount**” means an amount that is representative for a single transaction in the relevant market and at the relevant time, such amount to be determined by the Calculation Agent.

“**Repudiation/Moratorium**” means the occurrence of both of the following events:

- (a) an authorised officer of a Reference Entity or a Governmental Authority:
  - (A) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or
  - (B) declares or imposes a moratorium, standstill, roll-over or deferral, whether *de facto* or *de jure*, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and
- (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, (i) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the date that is 60 days after the date of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (ii) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 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 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 relevant Reference Entity and that such event occurred on or prior to the Scheduled Maturity Date or relevant Interest Payment 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 Conditions Supplement, a Notice of Publicly Available Information that are each effective on or prior to the date that is 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 relevant Reference Entity but that such event occurred after the Scheduled Maturity Date.

**“Repudiation/Moratorium Extension Notice”** means an irrevocable notice (which may be by telephone) 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”, “Resolved”, “Resolves” and “Resolving”** means, with respect to a Credit Derivatives Determinations Committee, the making of a specific determination in accordance with the relevant Rules (and each such determination, a **“DC Resolution”**).

**“Restructured Bond or Loan”** means an Obligation which is a Bond or Loan and in respect of which the Restructuring that is the subject of a Credit Event Notice 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 Credit Linked 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 (i) the payment or accrual of interest or (ii) 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 paragraphs (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 purposes of this definition of Restructuring and Condition 9(l)(x) (*Restructuring Credit Event*), 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 paragraphs (a) to (e) of the definition of Restructuring shall be deemed to refer to the Underlying Obligor and the reference 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.

**“Rules”** means with respect to a Credit Derivatives Determinations Committee, the Credit Derivatives Determinations Committees Rules published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

**“Scheduled Maturity Date”** means the date specified as such in the applicable Conditions Supplement.

**“Seniority Level”** means, with respect to an obligation of the Reference Entity:

- (a) “Senior Level” or “Subordinated Level” as specified in the Conditions Supplement, or
- (b) if no such seniority level is specified in the Conditions Supplement, “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 Conditions Supplement, or if no currency is specified in the applicable Conditions Supplement, the Specified Currency of the Notes.

**"Settlement Date"** means the latest of the Auction Credit Event Redemption Date, the Credit Event Redemption Date, the Physical Settlement Date, the Delivery Date and the Partial Cash Settlement Date.

**"Settlement Method"** means Cash Settlement, Physical Settlement or Auction Settlement as specified in the applicable Conditions Supplement.

**"Single Name Credit Linked Notes"** means any Series of Notes in respect of which the Issuer purchases credit protection from Noteholders in respect of one Reference Entity alone.

**"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 Reference Entity"** means a Reference Entity determined to be a Sovereign Reference Entity by the Calculation Agent.

**"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 Conditions Supplement, or if no number is specified in the applicable Conditions Supplement, two.

**"SRO List"** means the list of Standard Reference Obligations as published by ISDA on its website at [www.isda.org](http://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 that 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 paragraphs (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)). 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 paragraphs (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:
      - I. 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,
      - II. 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:
      - I. is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
      - II. 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,
      - III. is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
      - IV. is a Loan (other than a Private-side Loan) which constitutes a 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:
      - I. is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,



- II. is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
  - III. is a 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,
  - IV. 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 17 (*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 immediately upon such notification.
- (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.
- (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 U.S.\$10,000,000 (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 paragraphs (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 paragraphs (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 (i) 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 (ii) the occurrence of an 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), if one entity succeeds, either directly or as a provider of a Relevant Guarantee, to 75 per cent. or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor;
  - (ii) if only one entity succeeds directly or as a provider of a Relevant Guarantee, to more than 25 per cent. (but less than 75 per cent.) of the Relevant Obligations of the Reference Entity, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than 25 per cent. of the Relevant Obligations will be the sole Successor;
  - (iii) if more than one entity each succeeds directly or as a provider of a Relevant Guarantee, to more than 25 per cent. of the Relevant Obligations of the Reference Entity, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than 25 per cent. of the Relevant Obligations will each be a Successor (a) if the Notes are Single Name Credit Linked Notes, in respect of the relevant portion of the Aggregate Nominal Amount of the Notes (or the Reference Entity Nominal Amount in respect of the Reference Entity, as applicable) outstanding as at the Succession Date, and (b) if the Notes are First-to-Default Credit Linked Notes or  $N^{\text{th}}$ -to-Default Credit Linked Notes, in respect of the relevant New Basket and the New Basket Nominal Amount (in each case, as determined in accordance with Condition 9(k) (*Succession*), and these Terms and Conditions and/or the applicable Conditions Supplement will be adjusted as provided below);
  - (iv) if one or more entities each succeeds directly or as a provider of a Relevant Guarantee, to more than 25 per cent. of the Relevant Obligations of the Reference Entity, and more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor (a) if the Notes are Single Name Credit Linked Notes, in respect of the relevant portion of the Aggregate Nominal Amount of the Notes (or the Reference Entity Nominal Amount in respect of the Reference Entity, as applicable) outstanding as at the Succession Date, and (b) if the Notes are First-to-Default Credit Linked Notes or  $N^{\text{th}}$ -to-Default Credit Linked Notes, in respect of the relevant New Basket and the New Basket Nominal Amount in each case, as determined in accordance with Condition 9(k) (*Succession*), and these Terms and Conditions and/or the applicable Conditions Supplement will be adjusted as provided below;
  - (v) if one or more entities succeed 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 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity and the Terms and Conditions 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 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations each such entity will be a Successor (a) if the Notes are Single Name Credit Linked Notes, in respect of the relevant portion of the Aggregate Nominal Amount of the Notes (or the Reference Entity Nominal Amount in respect of the Reference Entity, as applicable) outstanding as at the Succession Date, and (b) if the Notes are First-to-Default Credit Linked Notes or  $N^{\text{th}}$ -to-Default Credit Linked Notes, in respect of the relevant New Basket and the New Basket Nominal Amount in each case, as determined in accordance with Condition 9(k) (*Succession*), and these Terms and Conditions and/or the Conditions Supplement 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 (however described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the “**Universal Successor**”) will be the sole Successor; and
- (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 Obligation by way of a Sovereign Succession 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 purpose 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 determination 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.

“**Successor Backstop Date**” means for purposes of any Successor determination determined by DC Resolution, the date that is 90 calendar days prior to the Successor Resolution Request Date otherwise, the date that is 90 calendar days prior to the earlier of (i) the date on which the Successor Notice is effective and (ii) in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Successor Notice is delivered not more than 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 an irrevocable notice from the Calculation Agent (which may be in writing (including by facsimile and/or email) and/or by telephone) to the Issuer that describes a 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. A Successor Notice shall be subject to the requirements regarding notices in Condition 9(q) (*Calculation Agent and Calculation Agent Notices*).

**“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.

**“Surviving Reference Entity”** has the meaning given in Condition 9(k)(x) (*Succession*).

**“Trade Date”** means the date specified as such in the applicable Conditions Supplement.

**“Transaction Auction Settlement Terms”** means, following the occurrence of a Restructuring, if either Mod R Applicable or Mod Mod R Applicable is specified in the applicable Conditions Supplement, the Credit Derivatives Auction Settlement Terms with respect to the Auction which the Calculation Agent determines is the Auction with respect to the Notes.

**“Transaction Type”** means for the purposes of the application of the Physical Settlement Matrix to a Series of Notes where Physical Settlement Matrix Standard Terms is specified as applicable in the Conditions Supplement, each Reference Entity designated as one of the following in the Conditions Supplement:

- (a) Standard North American Corporate;
- (b) Standard European Corporate;
- (c) Standard Australia Corporate;
- (d) Standard New Zealand Corporate;
- (e) Standard Japan Corporate;
- (f) Standard Singapore Corporate;
- (g) Standard Asia Corporate;
- (h) Standard Asia Sovereign;
- (i) Standard Emerging European & Middle Eastern Sovereign;
- (j) Standard Japan Sovereign;
- (k) Standard Australia Sovereign;
- (l) Standard New Zealand Sovereign;
- (m) Standard Singapore Sovereign;
- (n) Standard Latin America Sovereign;
- (o) Standard Western European Sovereign,

and any other Transaction Type which may be added to the Physical Settlement Matrix from time to time.

**“Trigger Percentage”** means the trigger percentage specified in the Conditions Supplement (or if no such trigger percentage is specified, 5.25 per cent.).

**“Undeliverable Obligation”** means a Deliverable Obligation included in the Asset Amount which, on the Physical 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 or the non-receipt of any requisite consents with respect to the Delivery of Loans or non-delivery of an Asset Transfer Notice or any relevant information by a holder) it is impossible or illegal to Deliver on the Physical 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 Conditions Supplement or if “Standard Unwind Costs” are specified in the applicable Conditions Supplement, an amount determined by

the Calculation Agent equal to the sum of (without duplication) all costs, fees, charges, expenses (including loss of funding), 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 reestablishment of any Hedging Arrangements, such amount to be apportioned *pro rata* amongst each principal amount of Notes in the Calculation Amount.

**“Valuation Date”** means:

- (a) where Physical Delivery is specified as applying in the applicable Conditions Supplement and Condition 9(n) (*Partial Cash Settlement*) applies, the day falling three Business Days after the Final Delivery Date; or
- (b) where Cash Settlement is specified as applying in the applicable Conditions Supplement,
  - (1) if Single Valuation Date is specified in the applicable Conditions Supplement, the date that is the number of Business Days specified in the Conditions Supplement (or, if the number of Business Days is not so specified, five Business Days) following the Event Determination Date (or if the Event Determination Date occurs pursuant to paragraph (a)(ii) of the definition of Event Determination Date above or paragraph (b)(i) of the definition of Non-Standard 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 Condition 9(d) (*Auction Settlement*), the date that is the number of Business Days specified in the Conditions Supplement (or, if the number of Business Days is not so specified, five Business Days) following the relevant Auction Cancellation Date, if applicable or the relevant No Auction Announcement Date, if applicable); and
  - (2) if Multiple Valuation Dates is specified in the applicable Conditions Supplement, each of the following dates:
    - (i) the date that is the number of Business Days specified in the applicable Conditions Supplement (or, if the number of Business Days is not specified, five Business Days) following the Event Determination Date (or if the Event Determination Date occurs pursuant to paragraph (a)(ii) of the definition of Event Determination Date above or paragraph (b)(i) of the definition of Non-Standard 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 Condition 9(d) (*Auction Settlement*), the date that is the number of Business Days specified in the Conditions Supplement (or, if the number of Business Days is not so specified, five Business Days) following the relevant Auction Cancellation Date, if applicable or the relevant No Auction Announcement Date, if applicable); and
    - (ii) each successive date that is the number of Business Days specified in the applicable Conditions Supplement (or if the number of Business Days is not so specified, five 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 Conditions Supplement, the total number of Valuation Dates shall be equal to the number of Valuation Dates specified in the applicable Conditions Supplement (or, if the number of Valuation Dates is not so specified, five Valuation Dates).

If neither Single Valuation Date nor Multiple Valuation Dates is specified in the applicable Conditions Supplement, Single Valuation Date shall apply.

**“Valuation Method”**:

- (a) The following Valuation Methods may be specified in the applicable Conditions Supplement for a Series 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; or



- (iii) **“Calculation Agent Determination”** means the fair value of the Valuation Obligation with respect to the Valuation Date as determined by the Calculation Agent in good faith in a commercially reasonable manner.
- (b) If no such Valuation Method is specified in the applicable Conditions Supplement, the Valuation Method shall be Highest.
- (c) The following Valuation Methods may be specified in the applicable Conditions Supplement for a Series 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; or
  - (iv) **“Average Calculation Agent Determination”** means the unweighted arithmetic mean of the fair values of the Valuation Obligation with respect to each Valuation Date as determined by the Calculation Agent in good faith in a commercially reasonable manner; or
  - (v) **“Highest Calculation Agent Determination”** means the highest fair value of the Valuation Obligation with respect to any Valuation Date as determined by the Calculation Agent in good faith in a commercially reasonable manner.
- (d) If no such Valuation Method is specified in the Conditions Supplement, the Valuation Method shall be Average Highest.

Notwithstanding paragraphs (a) to (d) above, if Quotations include Weighted Average Quotations or fewer than two Full Quotations, the Calculation Agent may at its option determine that the Valuation Method shall be Market or Average Market, as the case may be.

For the purposes of Condition 9(n) (*Partial Cash Settlement*), Valuation Method is deemed to be Highest unless fewer than two 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 Obligation”** means one or more obligations, as selected by the Calculation Agent, provided such obligations(s) are either a Reference Obligation and/or would constitute a Deliverable Obligation (including, if applicable, the relevant Asset Package, Prior Deliverable Obligation and Package Observable Bond) as at the Valuation Date (and for the purposes of interpreting the Deliverable Obligation Category and the Deliverable Obligation Characteristics references to “Delivery Date” and “Physical Settlement Date” shall be read and construed as references to the Valuation Date).

**“Valuation Time”** means the time specified as such in the applicable Conditions Supplement or, if no time is so specified, 11.00 a.m. in the principal trading market for the Valuation Obligation.

**“Voting Shares”** means the shares or other interests that have the power to elect the Board of Directors or similar governing body of an entity.

**“Weighted Average Quotation”** means in accordance with the Quotation Method, the weighted average of firm quotations obtained from 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.