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Base Prospectus

BNP PARIBAS FORTIS SA/NV
(INCORPORATED AS A PUBLIC COMPANY WITH LIMITED LIABILITY (SOCIÉTÉ ANONYME/NAAMLOZE VENNOOTSCHAP) UNDER THE LAWS OF BELGIUM, ENTERPRISE NO. 0403.199.702, REGISTER OF LEGAL ENTITIES OF BRUSSELS - LEGAL ENTITY IDENTIFIER: KGCEPHLVVKVRZYO1T647)

AND

BNP PARIBAS FORTIS FUNDING
(INCORPORATED AS A SOCIÉTÉ ANONYME UNDER THE LAWS OF THE GRAND DUCHY OF LUXEMBOURG

REGISTERED WITH THE REGISTRY OF COMMERCE AND COMPANIES OF LUXEMBOURG UNDER NO. B24784 - LEGAL ENTITY IDENTIFIER: 549300J2UEC8CUFW6083)

UNCONDITIONALLY AND IRREVOCABLY GUARANTEED BY
BNP PARIBAS FORTIS SA/NV

Euro Medium Term Note Programme

Arranger and Dealer for the Programme
BNP PARIBAS FORTIS SA/NV

This Base Prospectus is dated 6 June 2018

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ABOUT THIS BASE PROSPECTUS

The following applies to Non-exempt Notes only.

What is this document?

This document (the "**Base Prospectus**") describes a programme for the issue of debt securities named the Euro Medium Term Note Programme (the "**Programme**") under which BNP Paribas Fortis SA/NV ("**BNPPF**") and BNP Paribas Fortis Funding ("**BP2F**" and together with BNPPF, the "**Issuers**" and each an "**Issuer**") may, from time to time, issue notes (the "**Notes**").

This Base Prospectus has been published by BP2F and BNPPF to allow them to offer Notes to the public in certain jurisdictions in Europe and/or to list Notes on a EU regulated market. As more fully described below, the content of this Base Prospectus is subject to the Prospectus Directive 2003/71/EU (as amended) and any relevant implementing measure applied in a relevant Member State.

The Notes will be issued on an ongoing basiins and in series (each a "**Series**") each comprised of tranche(s) (each a "**Tranche**") of Notes (a) that are expressed to be consolidated and form a single series and (b) that have either the same terms and conditions or terms and conditions that are the same in all respects apart from the amount and date of the first interest payment and the date from which interest starts to accrue. The Issuers will offer Notes through BNP Paribas Fortis SA/NV (as a Dealer). Additional dealers may be appointed under the Programme from time to time, for a specific Tranche of Notes or on an ongoing basis. The details of the relevant Dealer(s) relating to a specific Tranche of Notes will be given in the relevant Final Terms (as defined below). For further details, see the section entitled "*Plan of Distribution*" starting on page 166. The terms and conditions of the Notes (including the issue price, specified currency and the denomination) will be as agreed between the relevant Issuer and the relevant Dealer(s).

Notes issued by BP2F will be guaranteed on a subordinated or unsubordinated basis by BNP Paribas Fortis SA/NV (the "**Guarantor**").

You should read and understand fully the contents of this Base Prospectus, including any documents incorporated by reference, together with the applicable Final Terms before deciding whether to invest in any Notes. This document contains important information about the Issuers, the Guarantor and the terms of the Notes and the Guarantees. It also describes some of the risks relating to the Issuers and the Guarantor and their businesses, as well as other risks relating to an investment in the Notes (as further described in the section entitled "*Risk Factors*" starting on page 62) and is intended to provide investors with the information necessary to enable them to make an informed investment decision before purchasing any Notes.

This Base Prospectus is valid for one year from the date hereof and may be supplemented occasionally to reflect any significant new factor, material mistake or inaccuracy relating to the information included in it.

What type of Notes does this Base Prospectus relate to?

This Base Prospectus relates to the issue of different types of Notes:

1. Senior Notes, which constitute direct, unconditional, unsubordinated and unsecured obligations of the relevant Issuer;

2. Senior Subordinated Notes, which constitute senior subordinated obligations of the relevant Issuer;

3. Junior Subordinated Notes, which constitute direct, unsecured and junior subordinated obligations of the relevant Issuer. In the case of Junior Subordinated Notes (as defined in the Conditions) issued by BP2F only, payments of principal and interest are conditional upon the Guarantor being solvent at the time of payment and in the event of the winding-up of BP2F, the Guarantor shall become the principal

debtor and the holders of the relevant Notes shall cease to have any rights or claims against BP2F, as more fully described in the section entitled "*Terms and Conditions of the Notes – Status and Guarantee*" and "*Terms and Conditions of the Notes – Events of Default*"; and

4. Subordinated Tier 2 Notes, which constitute direct, unconditional and unsecured obligations of the relevant Issuer.

Any such issue of Notes may be:

1. Fixed Rate Notes, on which the relevant Issuer will pay interest at a fixed rate;

2. Floating Rate Notes, on which the relevant Issuer will pay interest at a floating rate;

3. Zero Coupon Notes, which are issued at a discount and which do not pay interest;

4. Variable Rate Notes, interest in respect of which is linked to the performance of one or more indices, currency exchange rates, underlying reference rates or formulae;

5. Fixed Redemption Amount Notes, which are redeemable at par or at a premium or discount to par; or

6. Variable Redemption Amount Notes, the redemption amounts in respect of which are linked to the performance of one or more indices, currency exchange rates, underlying reference rates or formulae.

Notes may also be issued which are a combination of these options.

How do I use this Base Prospectus?

The Prospectus Directive requires that the Base Prospectus contains all information which is necessary to enable investors to make an informed decision regarding (a) the financial position and prospects of the Issuers and (where applicable) the Guarantor and (b) the rights attaching generally to Notes issued under the Programme. The information in the Base Prospectus is completed, in respect of a particular Tranche of Non-exempt Notes, by a Final Terms document (as defined below) setting out details specific to that Tranche. A Summary of the terms of the relevant Tranche (based on the form of the Summary set out in this Base Prospectus) will be attached to the relevant Final Terms where the Notes have a denomination of less than EUR100,000 (or the equivalent in any other currency). Information in the Base Prospectus is completed, supplemented, modified or replaced, in respect of a particular issue of Exempt Notes, by a Pricing Supplement document (as defined below) that sets out details specific to that Tranche. References in this Base Prospectus to Pricing Supplements do not apply and may be disregarded in relation to Non-exempt Notes.

The contractual terms of a particular Tranche of Notes will comprise the terms and conditions set out under the heading "*Terms and Conditions of the Notes*" starting on page 214 of this Base Prospectus (the "**Conditions**"), the provisions of any Global Note as set out under the heading "*Summary of Provisions Relating to Global Notes and Certain Provisions with Respect to Dematerialised Notes*" starting on page 327 of this Base Prospectus, as completed by the applicable Final Terms or Pricing Supplement (the Conditions, the provisions of any relevant Global Note together with the relevant Final Terms, the "**Terms and Conditions**").

This Base Prospectus includes information that is relevant to all types of Notes that may be issued under the Programme. However, some of the sections only relate to particular types of Notes, as indicated therein, and the Conditions set out in the Base Prospectus comprise numbered provisions including generic provisions that are applicable to Notes generally and optional provisions which apply only to specific types of Notes, as specified in the applicable Final Terms.

Part 1 of the Conditions:

The following provisions within Part 1 of the Conditions (together with the introductory paragraphs which appear before Condition 1) apply to Notes generally:

Condition 8 (*Prescription*)

Condition 10 (*Meeting of Noteholders, Modifications, Substitution, Waivers*)

Condition 11 (*Replacement of Notes, Receipts, Coupons and Talons)*

Condition 12 (*Further Issues*)

Condition 14 (*Currency Indemnity)*

Condition 15 (*Rounding*)

Condition 16 (*Governing Law and Jurisdiction*)

The following Conditions contain provisions which may apply to Notes generally but also contain certain optional provisions that will only apply to certain issues of Notes depending on, for example, the type of the Notes, the entity that will issue the Notes (BP2F or BNPPF) and the subordination level of the Notes:

Condition 1 (*Form, Denomination and Title*): examples of provisions in this Condition which only apply in certain circumstances include: provisions which relate to Bearer Notes, Registered Notes, Exchangeable Notes and to Dematerialised Notes

Condition 2 (*Exchanges of Bearer Notes and Transfers of Registered Notes*): examples of provisions in this Condition which only apply in certain circumstances include: provisions which relate separately to Bearer Notes and Registered Notes

Condition 3 (*Status and Guarantee*): examples of provisions in this Condition which only apply in certain circumstances include: provisions which relate separately to Senior Notes, Senior Subordinated Notes, Junior Subordinated Notes, Subordinated Tier 2 Notes and to the related guarantees

Condition 4 (*Interest*): examples of provisions in this Condition which only apply in certain circumstances include: provisions which relate separately to Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Inflation Index-Linked Interest Notes, Foreign Exchange (FX) Rate-Linked Interest Notes and Underlying Interest Rate-Linked Interest Notes and to Dual Currency Interest Notes

Condition 5 (*Redemption, Purchase and Options*): examples of provisions in this Condition which only apply in certain circumstances include: provisions which relate separately to early redemption of Zero Coupon Notes, Notes which provide for redemption at the option of the relevant Issuer, Notes which provide for redemption at the option of the Noteholders, Notes which provide for redemption by instalments and Dual Currency Redemption Notes

Condition 6 (*Payments and Talons*): examples of provisions in this Condition which only apply in certain circumstances include: provisions which relate separately to Bearer Notes, Dematerialised Notes and Registered Notes and to FX Disruption Events relating to Dual Currency Notes or to FX Settlement Disruption Events relating to Notes, the Settlement Currency in relation to which is one of certain designated Relevant Currencies

Condition 7 (*Taxation*): examples of provisions in this Condition which only apply in certain circumstances include: provisions which relate separately to Notes issued by BP2F or BNPPF and this Condition may be specified in the applicable Final Terms as not applying

Condition 9 (*Events of Default)*: examples of provisions in this Condition which only apply in certain circumstances include: provisions which relate separately to Senior Notes, Senior Subordinated Notes, Junior Subordinated Notes and Subordinated Tier 2 Notes

Condition 13 (*Notices*): examples of provisions in this Condition which only apply in certain circumstances include: provisions which relate separately to Dematerialised Notes and Notes admitted to listing, trading and/or quotation

Other Parts of the Conditions:

Part 1 of the Conditions should be read together with the following other Part(s) of the Conditions depending on the structure of the Notes:

Part 2 (*Additional Terms and Conditions for Payouts*) containing the relevant formula or formulae to be used to determine the relevant interest amount(s) and/or the redemption amount of the Notes

Part 3 (*Additional Terms and Conditions for Inflation Index-Linked Notes*) containing additional provisions which are relevant where the interest amount(s) and/or the redemption amount of the Notes is/are linked to the performance of an underlying inflation index

Part 4 (*Additional Terms and Conditions for Foreign Exchange (FX) Rate-Linked Notes*) containing additional provisions which are relevant where the interest amount(s) and/or the redemption amount of the Notes is/are linked to the performance of an underlying foreign exchange rate

Part 5 (*Additional Terms and Conditions for Underlying Interest Rate-Linked Notes*) containing additional provisions which are relevant where the interest amount(s) and/or the redemption amount of the Notes is/are linked to the performance of an underlying interest rate

Investors should also refer to the table of contents (starting on page 14) listing and describing the sections of this Base Prospectus which contains a description of each such section.

What other documents should I read?

The Base Prospectus, together with the relevant Final Terms, contains all information which is necessary to enable investors to make an informed decision regarding the financial position and prospects of the Issuers and (where applicable) the Guarantor and the rights attaching to the Notes. Some of this information (such as the latest publicly available information relating to the Issuers and the Guarantor) is incorporated by reference into the Base Prospectus and some of this information is completed in the relevant Final Terms.

You should read and understand fully the contents of this Base Prospectus, including any documents incorporated by reference, together with the applicable Final Terms before deciding whether to invest in any Notes.

The Base Prospectus, together with any supplements thereto, and the Final Terms of any Tranches admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system and issued under the Base Prospectus will be available (a) in the case of Notes listed on the official list and admitted to trading on the Luxembourg Stock Exchange, on the website of the Luxembourg Stock Exchange, www.bourse.lu, and (b) in the case of Notes listed on the official list and admitted to trading on the Luxembourg Regulated Market, the Brussels Regulated Market and/or the Amsterdam Regulated Market, the applicable Final Terms will be published at www.bnpparibasfortis.be. Additionally, the Base Prospectus, together with any supplements thereto, will be available at www.bp2f.lu and the following documents will be available for inspection during usual business hours at the registered offices of the Issuers and the Guarantor and the agents (as further described under "*General Information*" starting on page 204):

(a) the Agency Agreement;

(b) each Clearing Agreement;

(c) the Programme Agreement;

(d) the Deed of Covenant;

(e) the Memorandum and Articles of Association of the Issuers and the Guarantor;

(f) the latest audited financial statements of BNPPF and the latest audited annual accounts of BP2F, for the years ended 31 December 2016 and 2017 together with the explanatory notes and auditors' reports;

(g) the Final Terms relating to any Notes; and

(h) a copy of this Base Prospectus or any further Base Prospectus together with any supplement thereto.

See the section entitled "*General Information*" for a description of each of the Programme Documents.

What information is included in the Final Terms?

While this Base Prospectus includes general information about all Notes, the Final Terms is the document that sets out the specific details of each particular Tranche of Notes.

Each Final Terms will contain, amongst other things, the following information in respect of the Tranche of Notes to which it relates:

(a) the issue date;

(b) the specified currency and the issue price;

(c) whether any applicable guarantee is subordinated or unsubordinated and whether the Notes will be subordinated Notes or not;

(d) the maturity date (if any);

(e) where applicable, the interest basis and all relevant information required to calculate interest amounts (including interest payment dates) and the redemption amounts or the basis for calculating redemption amounts;

(f) whether the Notes are redeemable prior to their stated maturity at the option of the Issuer or the Guarantor and/or the holders and the terms relating thereto;

(g) whether or not the Notes will be admitted to listing, trading and/or quotation by a competent authority stock exchange, and/or quotation system and, if so, the identity of the relevant competent authority, stock exchange and/or quotation system;

(h) details of any Calculation Agent; and

(i) any other information needed to complete the Conditions.

Wherever the Conditions provide optional provisions, the Final Terms will specify which of those provisions apply to a specific issue of Notes.

Is any part of the Base Prospectus only relevant to particular types of Notes?

This Base Prospectus includes information that is relevant to all types of Notes that may be issued under the Programme. However, some of the sections only relate to particular types of Notes.

The information under the heading "*Restrictions and Conditions for the use of this Base Prospectus*" starting on page 157 of the Base Prospectus only applies to Notes with a denomination of less than EUR 100,000 (or its equivalent in any other currency) which may be placed or otherwise offered by financial intermediaries, subject to the conditions described therein.

Certain other information in the Base Prospectus applies to Exempt Notes (being Notes for which no prospectus is required to be published under the Prospectus Directive) and/or Non-exempt Notes (which are Notes for which a prospectus is required to be published under the Prospectus Directive), in each case as further described below, as specified in the relevant section of the Base Prospectus.

As described above, certain of the Conditions provide optional provisions that will only apply to some of the issues of Notes. The relevant Final Terms will specify which optional provisions within the Conditions will apply to a specific issue of Notes.

What if I have further queries relating to this Base Prospectus and the Notes?

If you have any questions about the content of this Base Prospectus, you should seek professional advice from a broker, solicitor, accountant or an independent financial adviser before deciding whether to invest.

The following applies to all issues of Notes.

The Base Prospectus

*This document is a Base Prospectus that has been prepared for the Programme. It comprises two base prospectuses, the BNPPF Base Prospectus and the BP2F Base Prospectus. Both are defined below and each, as periodically revised, supplemented or amended by the Issuers and/or the Guarantor, constitutes a base prospectus for the purposes of Article 5.4 of the Prospectus Directive. Therefore, Notes issued under the Programme may be offered to the public or/and admitted to trading on a regulated market, subject to the relevant implementing measures of the Prospectus Directive in the relevant Member State (as defined below). The term "**regulated market**" used in this document means a regulated market as defined in the Markets in Financial Instruments Directive (as amended) (Directive 2014/65/EU). When used in this Base Prospectus, "**Prospectus Directive**" means Directive 2003/71/EU (as amended, including by Directive 2010/73/EU) and includes any relevant implementing measure in a relevant Member State.*

*The BNPPF base prospectus (the "**BNPPF Base Prospectus**") consists of this Base Prospectus except for:*

(a) the information in the sections entitled "Description of BNP Paribas Fortis Funding SA/NV" and "Description of the Guarantee"; and

(b) BP2F's audited annual accounts for the financial years ended 31 December 2016 and 31 December 2017 and the cash flow statements for the financial years ended 31 December 2016 and 31 December 2017 (as incorporated by reference at paragraphs 2, and of the section entitled "Information Incorporated by Reference in this Base Prospectus").

*The BP2F base prospectus (the "**BP2F Base Prospectus**") consists of this Base Prospectus.*

Any Notes issued under the Programme are issued subject to the provisions below. This does not affect any Notes already issued or any Notes issued after the date of this Base Prospectus and forming a single Series with Notes issued before that date. This Base Prospectus should be read in conjunction with any supplement to this Base Prospectus and any other documents or information incorporated by reference in it (see "Information Incorporated by Reference in this Base Prospectus") 3, 4, 5 and 6 and must be read and construed together with the relevant Final Terms, as described below.

Approval of the Base Prospectus, offers to the public and listing

*This Base Prospectus has been approved by the Luxembourg Commission de Surveillance du Secteur Financier (the "**CSSF**") as a base prospectus issued in compliance with the Prospectus Directive, the Luxembourg Law dated 10 July 2005 on prospectuses for securities, as amended (the "**Prospectus Act 2005**") and any other relevant implementing legislation in Luxembourg, for the purpose of giving information about the issue of Notes ("**Non-exempt Notes**") under the Programme during the twelve-month period after the date of approval of this Base Prospectus.*

The CSSF is the Luxembourg competent authority for the purposes of the Prospectus Directive. The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuers or the Guarantor in accordance with Article 7(7) of the Prospectus Act 2005. The CSSF has neither reviewed nor approved any information in this Base Prospectus pertaining to Notes admitted to trading on the multilateral trading facilities of the Euro MTF (as defined below).

*The CSSF has been asked to provide the Belgian Financial Services and Markets Authority (the "**Belgian FSMA**"), the Dutch Autoriteit Financiële Markten ("**AFM**") and the French Autorité des marchés financiers ("**AMF**") (in their respective capacities as the relevant host Member States' competent authority for the*

purposes of the Prospectus Directive) with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive for the purposes of the offer and admission to trading on a regulated market of Non-exempt Notes in those Member States. The CSSF may be asked occasionally to provide certificates of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive to the competent authorities of other Member States.

Because this Base Prospectus has been approved as a Base Prospectus and published as provided below, Non-exempt Notes issued under the Programme pursuant to this Base Prospectus may be offered to the public, in accordance with the requirements of the Prospectus Directive.

*Application has been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to listing on the official list (the "**Official List**") and to trading on the regulated market of the Luxembourg Stock Exchange (Bourse de Luxembourg) (the "**Luxembourg Regulated Market**"). Application may also be made for Notes issued under the Programme to be admitted to trading on the regulated market of Euronext Amsterdam (the "**Amsterdam Regulated Market**") and the regulated market of Euronext Brussels (the "**Brussels Regulated Market**"), in each case under the Prospectus Directive during the twelve-month period after the date of approval of this Base Prospectus. The Luxembourg Regulated Market, the Amsterdam Regulated Market and the Brussels Regulated Market are each a regulated market for the purposes of Directive 2014/65/EU. Application may also be made for Notes issued under the Programme to be admitted to trading on other regulated markets.*

*The requirement for a prospectus to be approved and published in accordance with the Prospectus Directive applies only to Notes that are to be admitted to trading on a regulated market in the European Economic Area (the "**EEA**") and/or that are to be offered to the public in the EEA other than in circumstances where an exemption is available under Article 3.2 of the Prospectus Directive. References in this Base Prospectus to "**Exempt Notes**" are to Notes for which no prospectus is required to be published under the Prospectus Directive. The CSSF has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes.*

*Application has been made to the Luxembourg Stock Exchange for the approval of this Base Prospectus with respect to Exempt Notes as a base prospectus for the purposes of Part IV of the Prospectus Act 2005. Application has also been made to the Luxembourg Stock Exchange for Notes (including Exempt Notes) issued under the Programme to be admitted to the Official List and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange (the "**Euro MTF**") during the twelve-month after the date of approval of this Base Prospectus. The Euro MTF is not a regulated market for the purposes of Directive 2014/65/EU.*

Under the Programme, Notes may be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or on the basis that they will be admitted to listing, trading and/or quotation by any other listing authorities, stock exchanges and/or quotation systems agreed with the Issuers.

*References in this Base Prospectus to Notes being "**listed**" (and all related references) mean that the relevant Notes have been admitted to trading on the Luxembourg Regulated Market, the Amsterdam Regulated Market, the Brussels Regulated Market and/or the EuroMTF, as specified in the relevant Final Terms (as defined below).*

About the Notes

*The specific terms of each Tranche of Non-exempt Notes will be set out in a final terms document which will be completed at the time of the agreement to issue each Tranche of Notes and which will constitute final terms for the purposes of Article 5.4 of the Prospectus Directive (the "**Final Terms**"). Each Final Terms will be filed with the CSSF and copies of Final Terms relating to Notes to be listed on the Luxembourg Stock Exchange*

*will also be published on that exchange's website (www.bourse.lu). If any of the terms relating to an issue of Notes constitute a "significant new factor" relating to the information contained in this Base Prospectus, either (i) a supplement to the Base Prospectus setting out the relevant terms will be submitted for approval or (ii) those terms, together with all the other necessary information in relating to the relevant series of Notes, will be set out in a prospectus relating to the relevant Notes (a "**Drawdown Prospectus**") which will be drafted as a single document and will incorporate by reference any relevant parts of this Base Prospectus.*

*The specific terms of each Tranche of Exempt Notes will be set out in a pricing supplement document (the "**Pricing Supplement**"). In respect of Exempt Notes to be admitted to trading on the Euro MTF, the applicable Pricing Supplement will be delivered to the Luxembourg Stock Exchange on or before the date of issue of the Exempt Notes of the relevant Tranche and published on the website of the Luxembourg Stock Exchange (www.bourse.lu). Copies of Pricing Supplements will be available from the specified office of the Principal Paying Agent (subject as provided in paragraph 8 of "General Information", starting on page 204).*

Any reference in this Base Prospectus to "Final Terms", "relevant Final Terms" or "applicable Final Terms" will be deemed to include a reference to "Pricing Supplement", "relevant Pricing Supplement" or "applicable Pricing Supplement" in relation to Exempt Notes, to the extent applicable.

Distribution of the Notes

*The Issuers will offer Notes through BNP Paribas Fortis SA/NV (the "**Dealer**", which expression shall include any additional dealers appointed under this Programme from time to time, either for a specific Tranche of Notes or on an ongoing basis). An issue of Notes may also be underwritten by two or more Dealers on a several basis only or on a joint and several basis. Details of the Dealer(s) in relation to each Tranche will be set out in the relevant Final Terms. For further details, please refer to the section entitled "Plan of Distribution" starting on page 166.*

In relation to an offer of Non-exempt Notes, each of the Issuers and the Guarantor accepts responsibility for the content of this Base Prospectus only in relation to investors who purchase such Notes in an offer made by a Dealer or an Authorised Offeror (as defined below), subject to certain conditions. The price at which the relevant Notes are offered will be agreed between the relevant investor and the Dealer or Authorised Offeror that makes the offer. Any offer of Non-exempt Notes made without the consent of the relevant Issuer is unauthorised and you should check with the relevant offeror whether anyone is responsible for this Base Prospectus in relation to the relevant offer. You should take legal advice if you are in any doubt about whether you can rely on this Base Prospectus and/or about who is responsible for its contents.

*Notes issued under the Programme and the relevant Guarantees have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and may be Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States to, or for the account or benefit of, U.S. persons, as defined in Regulation S under the Securities Act. Notes and the relevant Guarantees will be offered to persons other than U.S. persons in offshore transactions in reliance on Regulation S under the Securities Act.*

Responsibility Statement

This Base Prospectus has been prepared in order to give information about the Issuers, the Guarantor, their respective subsidiaries (if any) and the Notes.

Each of the Issuers and the Guarantor accepts responsibility for the information contained in this Base Prospectus and the relevant Issuer accepts responsibility for the information contained in the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of each Issuer and the Guarantor (each having taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect its import.

Notices

Each Tranche of Notes will be issued on the terms set out in the section entitled "Terms and Conditions of the Notes", together with the provisions of any Global Note (if applicable), as (i) completed by the relevant Final Terms or (ii) completed, supplemented, amended and/or replaced in a separate Drawdown Prospectus, as described in the section entitled "Explanation of Final Terms and Drawdown Prospectuses" below. In the case of a Tranche of Notes the terms of which are set out in a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms must be read and understood as a reference to such information being specified or identified in the relevant Drawdown Prospectus, unless the context requires otherwise.

This Base Prospectus should be read in conjunction with any supplement hereto and with any documents or information incorporated by reference in it (see "Documents Incorporated by Reference") and must be read and construed together with the relevant Final Terms. Information in websites referred to in this Base Prospectus shall not be deemed to be incorporated in or to form part of this Base Prospectus.

The Issuers and the Guarantor have not authorised the making of any representation or the provision of any information about the Issuers, the Guarantor or the Notes unless the representation or information is contained or incorporated by reference in this Base Prospectus or any Final Terms or unless the Issuers or the Guarantor have approved the representation or information for that purpose. Any such representation or information should not be relied upon as having been authorised by the Issuers, the Guarantor or any Dealer.

Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note implies that the information in this Base Prospectus is correct after the date of publication of the Base Prospectus or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied, or if different, the date given in the information.

Legal restrictions may apply to the distribution of this Base Prospectus and the offering or sale of Notes in certain jurisdictions. The Issuers, the Guarantor and the Dealers require persons who receive this Base Prospectus to inform themselves about and to observe any such restrictions. Notes issued under the Programme and the relevant Guarantees have not been and will not be registered under the Securities Act and may be Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States to, or for the account or benefit of, U.S. persons. For a description of certain restrictions on offers and sales of Notes and on distribution of this Base Prospectus please refer to the section entitled "Plan of Distribution".

Neither this Base Prospectus nor any Final Terms constitutes an offer of, or an invitation by or on behalf of the Issuer, the Guarantor or the Dealers to subscribe for or purchase, any Notes. The Base Prospectus and any Final Terms should not be considered as a recommendation from the Issuers, the Guarantor or the Dealers to subscribe for or purchase any Notes. Anyone receiving this Base Prospectus or any Final Terms will be considered to have investigated and appraised the condition (financial or otherwise) of the Issuers and the Guarantor.

Neither the Dealers nor any of their respective affiliates (unless acting as an obligor under the Programme, as specified below) has authorised all or part of this Base Prospectus; nor have they separately verified all the information contained or incorporated by reference in it. None of them makes any representation, warranty or undertaking, express or implied, or accepts any responsibility or liability, with respect to the accuracy or completeness of any of the information in this Base Prospectus (including information incorporated by reference in it). Neither this Base Prospectus nor any financial statements or other information incorporated by reference are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuers, the Guarantor or any of the Dealers that recipients of this Base Prospectus or any other financial statements incorporated by reference should purchase the Notes. Potential

purchasers of Notes should determine for themselves whether the information contained or incorporated by reference in this Base Prospectus and in the relevant Final Terms is relevant. If they decide to purchase Notes, the decision should be based on the investigations they deem necessary. None of the Dealers undertakes to review the financial condition or affairs of the Issuers or the Guarantor during the life of the arrangements contemplated by this Base Prospectus; nor do they undertake to inform potential or actual investors in Notes issued under the Programme about any information (including information incorporated by reference) that may come to the attention of any of the Dealers.

*The stabilisation manager, named in the relevant Final Terms, (the "**Stabilisation Manager**") will comply with all relevant laws, regulations and directives. References in the next paragraph to "this issue" are to each Series for which a Stabilisation Manager is appointed.*

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms may over-allot Notes (provided that, in the case of any Tranche of Notes to be admitted to listing on the official list and to trading on the Luxembourg Regulated Market and/or any other regulated market as defined in Directive 2014/65/EU, the aggregate principal amount of Notes allotted does not exceed 105 per cent. of the aggregate principal amount of the relevant Tranche) or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment shall be conducted in accordance with all applicable laws and rules.

Product Governance under Directive 2014/65/EU (as amended)

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

The Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) may include a legend entitled "MiFID II Product Governance" which may outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, "**MiFID II**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

PRIIPs REGULATION/ IMPORTANT – EEA RETAIL INVESTORS – If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II or (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "**Prospectus Directive**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and

therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Amounts payable under the Notes may be calculated by reference to one or more "benchmarks" for the purposes of Regulation (EU) No. 2016/1011 of the European Parliament and of the Council of 8 June 2016 (the "**Benchmarks Regulation**"). In this case, a statement will be included in the applicable Final Terms as to whether or not the relevant administrator of the "benchmark" is included in the European Securities and Markets Authority's ("**ESMA**") register of administrators under Article 36 of the Benchmarks Regulation. Certain "benchmarks" may either (i) not fall within the scope of the Benchmarks Regulation by virtue of Article 2 of that regulation or (ii) transitional provisions in Article 51 of the Benchmarks Regulation may apply to certain other "benchmarks" which would otherwise be in scope such that at the date of the relevant Final Terms, the administrator of the "benchmark" is not required to be included in the register of administrators.

As at the date of this Base Prospectus, details of the administrator of LIBOR, ICE Benchmark Administration Limited, appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of the Benchmarks Regulation.

Investors should consult the Issuers if they want a copy of the ISDA Definitions (as defined below).

In this Base Prospectus, the following definitions apply:

- "**Member State**" means a Member State of the European Economic Area;
- "**AUD**" means Australian dollars, the lawful currency of Australia;
- "**EUR**", "**euro**" or "**€**" mean the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended;
- "**£**" means Sterling, the lawful currency of the United Kingdom;
- "**U.S. dollars**", "**U.S.$**", "**USD**" or "**$**" means the lawful currency of the United States of America; and
- "**Japanese Yen**" means the lawful currency of Japan.

Presentation of Financial Information

*Unless otherwise indicated, the financial information in this Base Prospectus relating to BNPPF has been extracted from BNPPF's the audited consolidated financial statements for the financial years ended 31 December 2016 and 31 December 2017 (the "**BNPPF Financial Statements**").*

BNPPF's financial year ends on 31 December and references in this Base Prospectus to any specific year are to the 12-month period ended on 31 December of that year. The BNPPF Financial Statements have been prepared in accordance with International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board.

*Unless otherwise indicated, the financial information in this Base Prospectus relating to BP2F has been extracted from BP2F's the audited annual accounts for the years ended 31 December 2016 and 31 December 2017 (the "**BP2F Financial Statements**").*

BP2F's financial year ends on 31 December and references in this Base Prospectus to any specific year are to the 12-month period ended on 31 December of that year. The BP2F annual accounts have been prepared in accordance with the legal requirements and generally accepted accounting principles in the Grand-Duchy of Luxembourg.

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Risk Factors **62**

This section sets out the risks the Issuers and the Guarantor believe to be the most essential to a prospective investor when assessing whether to consider an investment in the Notes. However, investors should note that there is a wide range of factors which individually or together could result in the Issuers and/or the Guarantor being unable to make all payments due. It is not possible to identify all of these factors or to determine which factors are most likely to occur. This is because the Issuers and the Guarantor may not be aware of all relevant factors and certain factors which they currently deem not to be material may become material as a result of events that are beyond their control.

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Restrictions and Conditions for the use of this Base Prospectus **158**

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This section sets out an overview of certain restrictions on who is permitted to purchase the Notes in certain jurisdictions.

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This section provides an overview of certain tax considerations relating to Notes.

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This section gives general information about to the listing and clearing systems that may apply to Notes issued under the Base Prospectus. It also provides other relevant information (including certain line-items of the Final Terms) and describes where investors can obtain copies of certain documents relating to the Issuers and the Guarantor and the Programme.

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This section sets out different economic or "payout" terms in respect of different types of Notes. These terms are optional provisions and only some of them will apply to the relevant Notes. The applicable Final Terms will specify which of the provisions apply to the relevant Notes. This section must be read in conjunction with the Note Conditions set out in Part 1 (in respect of Notes in definitive form) and, in respect of Notes in global form, with the provisions of the relevant Global Note (as described under "Summary of Provisions Relating to Global Notes and Certain Provisions with Respect to Dematerialised Notes") and, where applicable, with the Additional Terms and Conditions set out in Part 3 and/or Part 4 and/or Part 5.

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This section relates only to Notes that are specified to be Inflation Index-Linked Interest Notes or Inflation Index-Linked Redemption Notes in the applicable Final Terms, i.e. Notes where the payments are linked to the value from time to time of one or more inflation indices. These Additional Terms and Conditions must be read in conjunction with the Note Conditions set out in Part 1 (in respect of Notes in definitive form) and, in respect of Notes in global form, with the provisions of the relevant Global

Note (as described under "Summary of Provisions Relating to Global Notes and Certain Provisions with Respect to Dematerialised Notes") and, where applicable, with the Additional Terms and Conditions set out in Part 2 and/or Part 4 and/or Part 5.

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This section relates only to Notes that are specified to be Underlying Interest Rate-Linked Interest Notes or Underlying Interest Rate-Linked Redemption Notes in the applicable Final Terms, i.e. Notes where the payments are linked to the value from time to time of one or more interest rate(s). These Additional Terms and Conditions must be read in conjunction with the Note Conditions set out in Part 1 (in respect of Notes in definitive form) and, in respect of Notes in global form, with the provisions of the relevant Global Note (as described under "Summary of Provisions Relating to Global Notes and Certain Provisions with Respect to Dematerialised Notes") and, where applicable, with the Additional Terms and Conditions set out in Part 2 and/or Part 3 and/or Part 4.

Summary of Provisions Relating to Global Notes and Certain Provisions with Respect to Dematerialised Notes.....328

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Description of the Guarantee 336

This section sets out the different forms of guarantee that will be appended to the Global Note or endorsed on the definitive Note relating to the relevant issue of Notes. Any such guarantee may be Senior, Senior Subordinated, Junior Subordinated or Subordinated Tier 2 as specified in the applicable Final Terms.

Form of Final Terms for Non-Exempt Notes only.....348

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This section applies to Exempt Notes only. It provides a template of the Pricing Supplement which will be completed with the issue specific details of the relevant Tranche of Notes. When completed, the Pricing Supplement should be read in conjunction with the terms and conditions applicable to the relevant Notes as described above. The Pricing Supplement may amend, modify and/or supplement

provisions set out in such terms and conditions, subject to the requirements of any relevant stock exchange or quotation system.

SUMMARY

This section provides a summary of the key information contained in this Base Prospectus with placeholders for information specific to each Tranche of Non-exempt Notes having a denomination of less than EUR 100,000 (or its equivalent in any other currency). A summary, completed with the applicable issue specific information, will be attached to the applicable Final Terms for every relevant issue of Non-exempt Notes.

SUMMARY

The following section applies to Non-exempt Notes only and is provided in accordance with Article 5(2) of the Prospectus Directive.

Summaries are made up of disclosure requirements known as "Elements". These Elements are numbered in Sections A – E (A.1 – E.7). This summary contains all the Elements required to be included in a summary for the Notes and the Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in a summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element should be included in the summary explaining why it is not applicable.

Section A – Introduction and warnings

Element	
A.1	• This summary should be read as an introduction to the base prospectus dated 6 June 2018 as supplemented from time to time (the "**Base Prospectus**"). • Any decision to invest in the Notes should be based on consideration of this Base Prospectus as a whole by the investor. • Where a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated; and • Civil liability attaches only to those persons who have tabled this summary including any translation hereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus or it does not provide, when read together with the other parts of this Base Prospectus, key information in order to aid investors when considering whether to invest in such Notes.
A.2	Certain Tranches of Notes with a denomination of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to as a "**Non-exempt Offer**". [*Consent:* Subject to the conditions set out below, the Issuer consents to the use of this Base Prospectus in connection with a Non-exempt Offer of Notes by the [Dealer(s)/Manager(s)][, [*names of specific financial intermediaries listed in final terms*,] [and] [each financial intermediary whose name is published on www.bnpparibasfortis.be [and www.bp2f.lu] and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer] [and any financial intermediary which is authorised to make such offers under applicable legislation implementing the Markets in Financial Instruments Directive (Directive 2014/65/EU) and publishes on its website the following statement (with the information in square brackets being duly completed): "*We, [insert legal name of financial intermediary], refer to the offer of [insert title of relevant Notes] (the "**Notes**") described in the Final Terms dated [insert date] (the "**Final Terms**") published by [BNP Paribas Fortis SA/NV] [BNP Paribas Fortis Funding] (the*

Element	
	*"**Issuer**"). In consideration of the Issuer offering to grant its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in [Belgium] [France] [Luxembourg] [the Netherlands] during the Offer Period and subject to the other conditions to such consent, each as specified in the Base Prospectus, we hereby accept the offer by the Issuer in accordance with the Authorised Offeror Terms (as specified in the Base Prospectus) and confirm that we are using the Base Prospectus accordingly."*] *Offer period:* The Issuer's consent referred to above is given for Non-exempt Offers of Notes during [*offer period for the issue to be specified here*] (the "**Offer Period**"). *Conditions to consent:* The conditions to the Issuer's consent [(in addition to the conditions referred to above)] are that such consent (a) is only valid during the Offer Period; and (b) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in the specified jurisdiction(s). **AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENT IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER.**

Section B – Issuer and Guarantor

Element	**Title**	
B.1	Legal and commercial name of the Issuer	The Issuer of the Notes is [BNP Paribas Fortis SA/NV, Legal Entity Identifier: KGCEPHLVVKVRZYO1T647 ("**BNPPF**")][BNP Paribas Fortis Funding, Legal Entity Identifier: 549300J2UEC8CUFW6083 ("**BP2F**")].
B.2	Domicile/ legal form/ legislation/ country of incorporation	[BNPPF is incorporated as a public company with limited liability (*société anonyme/naamloze vennootschap*) under the laws of Belgium having its registered office at 1000 Brussels, Montagne du Parc 3 and is a credit institution governed by the Belgian law of 25 April 2014 on the status and supervision of credit institutions ("**Belgian Banking Law**").] [BP2F was incorporated as a *société anonyme* under the laws of the Grand Duchy of Luxembourg having its registered office at 19, rue Eugène Ruppert L-2453 Luxembourg, Grand Duchy of Luxembourg.]
B.4b	Trend information	[*For BNPPF*] **Macroeconomic environment** Macroeconomic and market conditions affect BNPPF's results. The nature of BNPPF's business makes it

Element	Title	
		particularly sensitive to macroeconomic and market conditions in Europe, which have been at times challenging and volatile in recent years.
		In 2017, global growth increased to about 3.5 per cent., reflecting an improvement in all geographic regions. In the large developed countries, this increase in activity is leading to a tightening of, or a tapering of, accommodating monetary policy. However, with inflation levels still very moderate, the central banks are able to manage this transition very gradually, without compromising the economic outlook. The International Monetary Fund ("**IMF**") expects worldwide growth to strengthen further in 2018 and has revised its forecast from +3.6% to +3.7%: the slight slowdown expected in the advanced economies should be more than offset by the forecasted improvement in the emerging economies (driven by the recovery in Latin America and the Middle East, and despite the structural, lower pace of economic growth in China). In this context, the following two risk categories can be identified: *Risks of financial instability due to the conduct of monetary policies* Two risks should be emphasised: a sharp increase in interest rates and the current, very accommodating monetary policy being maintained for too long. On the one hand, the continued tightening of monetary policy in the United States (which started in 2015) and the less accommodating monetary policy in the euro zone (a planned reduction in asset purchases starting in January 2018) involve risks of financial turbulence. The risk of an inadequately-controlled rise in long-term interest rates may in particular be emphasised, under the scenario of an unexpected increase in inflation or an unanticipated tightening of monetary policies. If this risk materialises, it could have negative consequences on the asset markets, particularly those for which risk premiums are extremely low compared to their historic average, following a decade of accommodating monetary policies (credit to non-investment grade corporates or countries, certain sectors of the equity markets, real estate, etc.). On the other hand, despite the upturn since mid-2016, interest rates have remained low, which may encourage excessive risk-taking among some financial market participants: lengthening maturities of financings and assets held, less stringent credit policy, and an increase in leveraged financings. Some of these participants (insurance companies, pension funds, asset managers, etc.) have an

Element	Title	
		increasingly systemic dimension and in the event of market turbulence (linked for example to a sharp rise in interest rates and/or a sharp price correction) they could be brought to unwind large positions in relatively weak market liquidity.
		Systemic risks related to increased debt Macroeconomically, the impact of a rate increase could be significant for countries with a high public and/or private debt-to-GDP ratio. This is particularly the case for the United States and certain European countries (in particular Greece, Italy and Portugal) which are often posting public debt-to-GDP ratios above 100%, but also for emerging countries. Between 2008 and 2017, emerging countries recorded a marked increase in their debt, including foreign currency debt owed to foreign creditors. The private sector was the main source of the increase in this debt and to a lesser extent the public sector, particularly in Africa. Emerging countries are particularly vulnerable to the prospect of a tightening in monetary policies in the advanced economies. Capital outflows could weigh on exchange rates, increase the costs of servicing debt, import inflation and cause the emerging countries' central banks to tighten their credit conditions. This would bring about a reduction in forecasted economic growth, possible downgrades of sovereign ratings and increase risks for banks. While the exposure of the BNP Paribas Group to emerging countries is limited, the vulnerability of these economies may generate disruptions in the global financial system that could affect the BNP Paribas Group and potentially alter its results. It should be noted that debt-related risk could materialise, not only in the event of a sharp rise in interest rates, but also with any negative growth shocks.] **Laws and Regulations Applicable to Financial Institutions** Recent and future changes in the laws and regulations applicable to financial institutions may have a significant impact on BNPPF. Measures that were recently adopted or which are (or whose application measures are) still in draft format, that have or are likely to have an impact on BNPPF notably include: • the structural reforms comprising the Belgian banking law of 25 April 2014 (as amended) on the status and supervision of credit institutions, the "Volcker rule" in the US, which restricts proprietary transactions, sponsorship and investment in private

Element	Title	
		equity funds and hedge funds by US and foreign banks, and upcoming potential changes in Europe; • regulations governing capital: the Capital Requirements Directive IV ("**CRD4**")/the Capital Requirements Regulation ("**CRR**"), the international standard for total loss-absorbing capacity ("**TLAC**") and the designation of BNPP (the parent company of BNPPF) as a financial institution that is of systemic importance by the Financial Stability Board; • the European Single Supervisory Mechanism and the ordinance of 6 November 2014; • the Directive of 16 April 2014 related to deposit guarantee systems and its delegation and implementing Decrees, the Directive of 15 May 2014 establishing a Bank Recovery and Resolution framework, the Single Resolution Mechanism establishing the Single Resolution Council and the Single Resolution Fund; • the Final Rule by the US Federal Reserve imposing tighter prudential rules on the US transactions of large foreign banks, notably the obligation to create a separate intermediary holding company in the US (capitalised and subject to regulation) to house their US subsidiaries; • the new rules for the regulation of over-the-counter derivative activities pursuant to Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act, notably margin requirements for non-cleared derivative products and the security derivatives traded by swap dealers, major swap participants, security-based swap dealers and major security-based swap participants, and the rules of the US Securities and Exchange Commission which require the registration of banks and major swap participants active on derivatives markets as well as transparency and reporting on derivative transactions; • the new MiFID II and Regulation (EU) No 600/2014 ("**MiFIR**"), and European regulations governing the clearing of certain over-the-counter derivative products by centralised counterparties and the disclosure of securities financing transactions to centralised bodies; • the General Data Protection Regulation ("**GDPR**") that became effective on 25 May 2018, moving the

Element	Title	
		European data confidentiality environment forward and improving personal data protection within the European Union. Businesses run the risk of severe penalties if they do not comply with the standards set by the GDPR. This Regulation applies to all banks providing services to European citizens; and • the finalisation of Basel 3 published by the Basel committee in December 2017, introducing a revision to the measurement of credit risk, operational risk and credit valuation adjustment ("**CVA**") risk for the calculation of risk-weighted assets. These measures are expected to come into effect in January 2022 and will be subject to an output floor (based on standardised approaches), which will be gradually applied as of 2022 and reach its final level in 2027.
		Moreover, in today's tougher regulatory context, the risk of non-compliance with existing laws and regulations, in particular those relating to the protection of the interests of customers, is a significant risk for the banking industry, potentially resulting in significant losses and fines. In addition to its compliance system, which specifically covers this type of risk, the BNP Paribas Group places the interest of its customers, and more broadly that of its stakeholders, at the heart of its values. The new code of conduct adopted by the BNP Paribas Group in 2016 sets out detailed values and rules of conduct in this area. **Cyber security and technology risk** BNPPF's ability to do business is intrinsically tied to the fluidity of electronic transactions as well as the protection and security of information and technology assets. The technological change is accelerating with the digital transformation and the resulting increase in the number of communications circuits, proliferation in data sources, growing process automation, and greater use of electronic banking transactions. The progress and acceleration of technological change are giving cybercriminals new options for altering, stealing, and disclosing data. The number of attacks is increasing, with a greater reach and sophistication in all sectors, including financial services. The outsourcing of a growing number of processes also exposes the BNP Paribas Group to structural cyber security and technology risks leading to the appearance of potential attack vectors that cybercriminals can exploit.

<table>
<tr><th>Element</th><th>Title</th><th></th></tr>
<tr><td></td><td></td><td>Accordingly, the BNP Paribas Group has set up a second line of defence within the risk function with the creation of the Risk ORC ICT Team dedicated to managing cyber security and technology risk. Thus, standards are regularly adapted to support BNPPF's digital evolution and innovation while managing existing and emerging threats (such as cyber-crime, espionage, etc.).

[For BP2F]

[BP2F is dependent upon BNPPF. BP2F is 99.995 per cent. owned by BNPPF and is specifically involved in the issuance of securities such as Notes or other obligations which are developed, set up and sold to investors via intermediaries, including BNPPF. BP2F enters into hedging transactions with BNPPF and with other entities of the BNP Paribas Group. As a consequence, the Trend Information with respect to BNPPF shall also apply to BP2F. BP2F may also enter into hedging transactions with third parties not belonging to the BNP Paribas Group.]</td></tr>
<tr><td>B.5</td><td>Description of the Group</td><td>BNP Paribas ("BNPP") is a European leading provider of banking and financial services and has four domestic retail banking markets in Europe, namely in Belgium, France, Italy and Luxembourg. It is present in 73 countries, with more than 196,000 employees, including 149,000 in Europe. BNPP is the parent company of the BNP Paribas Group (together the "BNPP Group").</td></tr>
<tr><td></td><td></td><td>[BP2F is a subsidiary of BNPPF and acts as a financing vehicle for BNPPF and the companies controlled by BNPPF.]</td></tr>
<tr><td></td><td></td><td>[BNPPF is a subsidiary of BNPP.]</td></tr>
<tr><td>B.9</td><td>Profit forecast or estimate</td><td>Not Applicable - No profit forecasts or estimates have been made in the Base Prospectus.</td></tr>
<tr><td>B.10</td><td>Audit report qualifications</td><td>Not Applicable - No qualifications are contained in any audit report included in the Base Prospectus.</td></tr>
<tr><td>B.12</td><td colspan="2">Selected historical key financial information of BNPPF:</td></tr>
<tr><td></td><td colspan="2">Consolidated Comparative Annual Financial Data - In millions of EUR
<table>
<tr><th></th><th>31/12/2017</th><th>31/12/2016</th></tr>
<tr><td>Revenues</td><td>8,119</td><td>7,300</td></tr>
<tr><td>Cost of risk</td><td>(338)</td><td>(434)</td></tr>
</table></td></tr>
</table>

Element	Title		
	Net Income	2,373	2,216
	Net Income attributable to shareholders	1,897	1,727
	Total Consolidated Balance Sheet	277,646	297,790
	Shareholders' equity	22,764	21,120
	Consolidated loans and receivables due from customers	175,425	171,329
	Consolidated items due to customers	166,927	163,316
	Tier 1 Capital	21,818	20,171
	Tier 1 Ratio	15.6 per cent.	13.9 per cent.
	Total Capital	23,658	22,376
	Total Capital Ratio	16.9 per cent.	15.4 per cent.

[Selected historical key financial information of BP2F]:

Consolidated Comparative Annual Financial Data

	31/12/2017 EUR	**31/12/2016** EUR
Selected items of the Balance Sheet		
Assets		
Financial fixed assets (Amounts owed by affiliated undertakings)	3,845,158,426.14	4,426,422,094.46
Current assets (Amounts owed by affiliated undertakings becoming due and payable within one year)	42,240,306.68	153,507,240.70
Total assets	3,991,551,995.45	4,662,647,188.60
Liabilities		
Capital and reserves	4,494,998.60	4,224,001.83
Non-subordinated debts		
Non-convertible loans		

Element	Title		
	• becoming due and payable within one year	572,204,465.24	752,685,671.21
	• becoming due and payable after more than one year	3,255,727,220.40	3,661,534,069.09
	Charges & Income: selected items		
	Income from other investments and loans forming part of the fixed assets	3,255,727,220.40	92,606,975.73
	Other interest receivable and similar income	256,115,719.57	481,287,152.78
	Interest payable and similar expenses	-294,491,611.18	-551,328,725.34
	Profit for the financial year	470,996.77	135,537.31
	Statements of no significant or material adverse change		
	"Not Applicable – There has been no significant change in the financial or trading position of [BNPPF] [or BP2F] since 31 December 2017 and there has been no material adverse change in the prospects of [BNPPF] [or BP2F] since 31 December 2017."		
B.13	Events impacting the Issuer's solvency	Not Applicable - To the best of the Issuer's knowledge, there have not been any recent events which are to a material extent relevant to the evaluation of the Issuer's solvency since 31 December 2017.	
B.14	Dependence upon other group entities	The Issuer is dependent on other members of the BNPP Group. See also see Element B.5 above.	
B.15	Principal activities	[BP2F's main object is to act as a financing vehicle for BNPPF and its affiliates. In order to implement its main object, BP2F may issue bonds or similar securities, raise loans, with or without a guarantee and in general have recourse to any sources of finance. BP2F can carry out any operation it perceives as being necessary to the accomplishment and development of its business, whilst staying within the limits of the Luxembourg law of 10 August 1915 on commercial companies (as amended).]	
		[BNPPF's object is to carry on the business of a credit institution, including brokerage and transactions involving derivatives. It is free to carry out all businesses and operations which are directly or indirectly related to its purpose or which are of a nature that benefit the realisation	

Element	Title	
		thereof. BNPPF is free to hold shares and share interests within the limits set by the legal framework for banks.]
B.16	Controlling shareholders	[BNPP holds 99.93 per cent. of the share capital of BNPPF.] [BNPPF holds 99.995 per cent. of the share capital of BP2F.]
B.17	Credit ratings	[BP2F's senior unsecured credit ratings are A with a stable outlook (Standard & Poor's Credit Market Services France SAS ("**Standard & Poor's**")), A2 with a stable outlook (Moody's France SAS ("**Moody's**")) and A+ with a stable outlook (Fitch Ratings Limited ("**Fitch**")) and BP2F's short-term credit ratings are A-1 (Standard & Poor's), P-1 (Moody's) and F1 (Fitch).] [BNPPF's long-term credit ratings are A with a stable outlook (Standard & Poor's), A2 with a stable outlook (Moody's) and A+ with a stable outlook (Fitch) and BNPPF's short-term credit ratings are A-1 (Standard & Poor's), P-1 (Moody's) and F1 (Fitch).] Standard & Poor's credit ratings in respect of the Programme are: (i) A (senior unsecured debt maturing in one year or more), (ii) A-1 (senior unsecured debt maturing in less than one year), (iii) BBB (subordinated debt) and (iv) BBB- (junior subordinated debt). Moody's credit ratings in respect of the Programme (where BNPPF act as Issuer) are: (i) A2 (senior unsecured), (ii) Baa2 (subordinated), (iii) Baa3 (junior subordinated) and (iv) P-1 (short-term). Moody's credit ratings in respect of the Programme (where BP2F act as Issuer (guaranteed by BNPPF)) are: (i) A2 (senior unsecured), (ii) Baa2 (senior subordinated), (iii) Baa2 (subordinated), (iv) Baa3 (junior subordinated) and (v) P-1 (short-term). Fitch's credit ratings in respect of the Programme are A+ (long-term senior unsecured) and F1 (short-term senior unsecured). Notes issued under the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating assigned to the Programme by the relevant rating agency. [The Notes [[have been/are expected to be] rated [*specify rating(s) of Tranche being issued*] by [*specify rating agent(s)*]][are not rated].]
[B.18	Description of the Guarantee	Notes issued by BP2F pursuant to the programme will be unconditionally and irrevocably guaranteed by BNP Paribas Fortis SA/NV (the "**Guarantor**" or "**BNPPF**")). The obligations of the Guarantor under its guarantee will be either senior, senior subordinated, junior subordinated or subordinated Tier 2 obligations.

Element	Title	
		In the event of a bail-in of BNPPF but not BP2F, the obligations and/or amounts owed by BNPPF under the guarantee shall be reduced to reflect any such modification or reduction applied to liabilities of BNPPF resulting from the application of a bail-in of BNPPF by any relevant regulator (including in a situation where the guarantee itself is not the subject of such bail-in). [The Notes have the benefit of a [senior][senior subordinated][junior subordinated][subordinated Tier 2] guarantee by the Guarantor.]
B.19	Information about the Guarantor	
B.19/B.1	Legal and commercial name of the Guarantor	BNP Paribas Fortis SA/NV, acting under the commercial name of BNP Paribas Fortis.
B.19/B.2	Domicile/ legal form/ legislation/ country of incorporation	The Guarantor is incorporated as a public company with limited liability (*société anonyme/naamloze vennootschap*) under the laws of Belgium with its registered office at 1000 Brussels, Montagne du Parc 3 and is a credit institution governed by the Belgian Banking Law.
B.19/B.4b	Trend information	**Macroeconomic environment** Macroeconomic and market conditions affect BNPPF's results. The nature of BNPPF's business makes it particularly sensitive to macroeconomic and market conditions in Europe, which have been at times challenging and volatile in recent years. In 2017, global growth increased to about 3.5%, reflecting an improvement in all geographic regions. In the large developed countries, this increase in activity is leading to a tightening of, or a tapering of, accommodating monetary policy. However, with inflation levels still very moderate, the central banks are able to manage this transition very gradually, without compromising the economic outlook. The IMF expects worldwide growth to strengthen further in 2018 and has revised its forecast from +3.6% to +3.7%: the slight slowdown expected in the advanced economies should be more than offset by the forecasted improvement in the emerging economies (driven by the recovery in Latin America and the Middle East, and despite the structural, lower pace of economic growth in China). In this context, the following two risk categories can be identified: [*Risks of financial instability due to the conduct of monetary policies*

Element	Title	
		Two risks should be emphasised: a sharp increase in interest rates and the current, very accommodating monetary policy being maintained for too long. On the one hand, the continued tightening of monetary policy in the United States (which started in 2015) and the less accommodating monetary policy in the euro zone (a planned reduction in asset purchases starting in January 2018) involve risks of financial turbulence. The risk of an inadequately-controlled rise in long-term interest rates may in particular be emphasised, under the scenario of an unexpected increase in inflation or an unanticipated tightening of monetary policies. If this risk materialises, it could have negative consequences on the asset markets, particularly those for which risk premiums are extremely low compared to their historic average, following a decade of accommodating monetary policies (credit to non-investment grade corporates or countries, certain sectors of the equity markets, real estate, etc.).
		On the other hand, despite the upturn since mid-2016, interest rates have remained low, which may encourage excessive risk-taking among some financial market participants: lengthening maturities of financings and assets held, less stringent credit policy, and an increase in leveraged financings. Some of these participants (insurance companies, pension funds, asset managers, etc.) have an increasingly systemic dimension and in the event of market turbulence (linked for example to a sharp rise in interest rates and/or a sharp price correction) they could be brought to unwind large positions in relatively weak market liquidity. *Systemic risks related to increased debt* Macroeconomically, the impact of a rate increase could be significant for countries with a high public and/or private debt-to-GDP ratio. This is particularly the case for the United States and certain European countries (in particular Greece, Italy and Portugal) which are often posting public debt-to-GDP ratios above 100%, but also for emerging countries. Between 2008 and 2017, emerging countries recorded a marked increase in their debt, including foreign currency debt owed to foreign creditors. The private sector was the main source of this credit and to a lesser extent the public sector, particularly in Africa. Emerging countries are particularly vulnerable to the prospect of a tightening in monetary policies in the advanced economies. Capital outflows could weigh on exchange rates, increase the costs of servicing debt, import inflation and cause the emerging countries' central banks to tighten their credit conditions.

Element	Title	
		This would bring about a reduction in forecasted economic growth, possible downgrades of sovereign ratings and increase risks for banks. While the exposure of the BNP Paribas Group to emerging countries is limited, the vulnerability of these economies may generate disruptions in the global financial system that could affect the BNP Paribas Group and potentially alter its results. It should be noted that debt-related risk could materialise, not only in the event of a sharp rise in interest rates, but also with any negative growth shocks.] **Laws and Regulations Applicable to Financial Institutions** Recent and future changes in the laws and regulations applicable to financial institutions may have a significant impact on BNPPF. Measures that were recently adopted or which are (or whose application measures are) still in draft format, that have or are likely to have an impact on BNPPF notably include: • the structural reforms comprising the Belgian banking law of 25 April 2014 (as amended) on the status and supervision of credit institutions, the "Volcker rule" in the US which restricts proprietary transactions, sponsorship and investment in private equity funds and hedge funds by US and foreign banks; and upcoming potential changes in Europe; • regulations governing capital: CRD4/CRR, the international standard for TLAC and the designation of BNPP (the parent company of BNPPF) as a financial institution that is of systemic importance by the Financial Stability Board; • the European Single Supervisory Mechanism and the ordinance of 6 November 2014; • the Directive of 16 April 2014 related to deposit guarantee systems and its delegation and implementing Decrees, the Directive of 15 May 2014 establishing a Bank Recovery and Resolution framework, the Single Resolution Mechanism establishing the Single Resolution Council and the Single Resolution Fund; • the Final Rule by the US Federal Reserve imposing tighter prudential rules on the US transactions of large foreign banks, notably the obligation to create a separate intermediary holding company in the US

Element	Title	
		(capitalised and subject to regulation) to house their US subsidiaries; • the new rules for the regulation of over-the-counter derivative activities pursuant to Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act, notably margin requirements for non-cleared derivative products and the security derivatives traded by swap dealers, major swap participants, security-based swap dealers and major security-based swap participants, and the rules of the US Securities and Exchange Commission which require the registration of banks and major swap participants active on derivatives markets as well as transparency and reporting on derivative transactions; • the new MiFID II and MiFIR, and European regulations governing the clearing of certain over-the-counter derivative products by centralised counterparties and the disclosure of securities financing transactions to centralised bodies; • the GDPR that became effective on 25 May 2018, moving the European data confidentiality environment forward and improving personal data protection within the European Union. Businesses run the risk of severe penalties if they do not comply with the standards set by the GDPR. This Regulation applies to all banks providing services to European citizens; and • the finalisation of Basel 3 published by the Basel committee in December 2017, introducing a revision to the measurement of credit risk, operational risk and credit valuation adjustment ("**CVA**") risk for the calculation of risk-weighted assets. These measures are expected to come into effect in January 2022 and will be subject to an output floor (based on standardised approaches), which will be gradually applied as of 2022 and reach its final level in 2027. Moreover, in today's tougher regulatory context, the risk of non-compliance with existing laws and regulations, in particular those relating to the protection of the interests of customers, is a significant risk for the banking industry, potentially resulting in significant losses and fines. In addition to its compliance system, which specifically covers this type of risk, the BNP Paribas Group places the interest of its customers, and more broadly that of its stakeholders, at the heart of its values. The new code of conduct adopted

<table>
<tr><th>Element</th><th>Title</th><th></th></tr>
<tr><td></td><td></td><td>by the BNP Paribas Group in 2016 sets out detailed values and rules of conduct in this area.

Cyber security and technology risk

BNPPF's ability to do business is intrinsically tied to the fluidity of electronic transactions as well as the protection and security of information and technology assets.

The technological change is accelerating with the digital transformation and the resulting increase in the number of communications circuits, proliferation in data sources, growing process automation, and greater use of electronic banking transactions.

The progress and acceleration of technological change are giving cybercriminals new options for altering, stealing, and disclosing data. The number of attacks is increasing, with a greater reach and sophistication in all sectors, including financial services.

The outsourcing of a growing number of processes also exposes the BNP Paribas Group to structural cyber security and technology risks leading to the appearance of potential attack vectors that cybercriminals can exploit.

Accordingly, the BNP Paribas Group has set up a second line of defence within the risk function with the creation of the Risk ORC ICT Team dedicated to managing cyber security and technology risk. Thus, standards are regularly adapted to support BNPPF’s digital evolution and innovation while managing existing and emerging threats (such as cyber-crime, espionage, etc.).</td></tr>
<tr><td>B.19/B.5</td><td>Description of the Group</td><td>The Guarantor is a subsidiary of BNPP.</td></tr>
<tr><td>B.19/B.9</td><td>Profit forecast or estimate</td><td>Not Applicable - No profit forecasts or estimates have been made in the Base Prospectus.</td></tr>
<tr><td>B.19/B.10</td><td>Audit report qualifications</td><td>Not Applicable - No qualifications are contained in any audit report included in the Base Prospectus.</td></tr>
<tr><td>B.19/B.12</td><td colspan="2">Selected historical key financial information of the Guarantor</td></tr>
<tr><td></td><td colspan="2">Consolidated Comparative Annual Financial Data - in millions of EUR
<table>
<tr><th></th><th>31/12/2017</th><th>31/12/2016</th></tr>
<tr><td>Revenues</td><td>8,119</td><td>7,300</td></tr>
<tr><td>Cost of risk</td><td>(338)</td><td>(434)</td></tr>
<tr><td>Net Income</td><td>2,373</td><td>2,216</td></tr>
</table></td></tr>
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Element	Title		
	Net Income attributable to shareholders	1,897	1,727
	Total Consolidated Balance Sheet	277,646	297,790
	Shareholders' equity	22,764	21,120
	Consolidated loans and receivables due from customers	175,425	171,329
	Consolidated items due to customers	166,927	163,316
	Tier 1 Capital	21,818	20,171
	Tier 1 Ratio	15.6 per cent.	13.9 per cent.
	Total Capital	23,658	22,376
	Total Capital Ratio	16.9 per cent.	15.4 per cent.
	Statements of no significant or material adverse change Not Applicable – There has been no significant change in the financial or trading position of the Guarantor since 31 December 2017 and no material adverse change in the prospects of the Guarantor since 31 December 2017.		
B.19/B.13	Events impacting the Guarantor's solvency	Not Applicable - To the best of the Guarantor's knowledge, there are have not been any events particular to the Guarantor which are to a material extent relevant to an evaluation of its solvency since 31 December 2017.	
B.19/B.14	Dependence upon other Group entities	The Guarantor is dependent on other members of the BNPP Group. See also Element B.19/B.5 above.	
B.19/B.15	The Guarantor's Principal activities	The Guarantor's object is to carry on the business of a credit institution, including brokerage and transactions involving derivatives. It is free to carry out all businesses and operations which are directly or indirectly related to its purpose or which are of a nature that benefit the realisation thereof. The Guarantor is free to hold shares and share interests within the limits set by the legal framework for credit institutions (including the Belgian Banking Law).	
B.19/B.16	Controlling shareholders	BNPP holds 99.93 per cent. of the share capital of the Guarantor.	
B.19/B.17	Credit ratings	The Guarantor's long-term credit ratings are A with a stable outlook (Standard & Poor's), A2 with a stable outlook (Moody's) and A+ with a stable outlook (Fitch) and BNPPF's short-term credit ratings are A-1 (Standard & Poor's), P-1 (Moody's) and F1 (Fitch).	

Section C – Securities

Element	Title	
C.1	Type and class of Notes/ISIN	The Notes described in this section are debt or derivative securities with a denomination of less than €100,000 (or its equivalent in any other currency). The Notes to be issued under the Programme may be Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Inflation Index-Linked Notes, Foreign Exchange (FX) Rate-Linked Notes, Underlying Interest Rate-Linked Notes or a combination of the foregoing. Notes may be denominated in one currency (the "**Specified Currency**") with amounts payable in respect of interest and/or principal payable in another currency (the "**Settlement Currency**"), such Notes being "**Dual Currency Interest Notes**" and/or "**Dual Currency Redemption Notes**" (together, "**Dual Currency Notes**"). [The Notes are Series [●] [[●] per cent./Floating Rate/Zero Coupon/Inflation Index-Linked [Interest/Redemption]/ Foreign Exchange (FX) Rate-Linked [Interest/Redemption]/Underlying Interest Rate-Linked [Interest]] Notes due [●].] [The Notes are denominated in the Specified Currency, and amounts payable on the Notes in respect of [interest] [and] [principal] are payable in [*specify currency*] (the "**Settlement Currency**").] Specified Denomination: [●] [*Insert for BNPPF:* Minimum Denomination: [●]; BNPPF may not issue Notes with a minimum denomination of less than EUR 1,000] International Securities Identification Number (ISIN): [●] The Notes will be consolidated and form a single series ("**Series**") with [*identify earlier Tranches*] on [the Issue Date/ exchange of the Temporary Global Note for interests in the Permanent Global Note, which is expected to occur on or about [●]]]
C.2	Currency	Subject to compliance with all applicable laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealer at the time of issue. The Specified Currency of this Series of Notes is [Pounds Sterling ("**£**")/Euro ("**€**")/U.S. dollars ("**U.S.$**")/*Other* ("[●]")].
C.5	Restrictions on free transferability	The Notes will be freely transferable, subject to the offering and selling restrictions in the EEA (including Belgium, Denmark, France, Luxembourg, Norway, Poland, The Netherlands and the United Kingdom), Australia, Brazil

Element	Title	
		Hong Kong, Japan, Mexico, New Zealand, Switzerland, Turkey and the United States of America and under the Prospectus Directive and the laws of any other jurisdiction in which the relevant Notes are offered or sold.
C.8	Rights attached to the Notes, including ranking and limitations on those rights	Notes issued under the Programme will have terms and conditions relating to, among other matters*:* ***Status and Subordination*** Notes may be issued on either a senior, a senior subordinated or a junior subordinated basis or as subordinated Tier 2 Notes. Notes issued on a senior basis (the "**Senior Notes**") constitute direct, unconditional, unsubordinated and unsecured and general obligations of the relevant Issuer and will rank *pari passu* (subject to mandatorily preferred debts under applicable laws) without any preference among themselves and at least equally and rateably with all other present and future outstanding unsecured and unsubordinated obligations including guarantees and other obligations of a similar nature of the relevant Issuer. Notes issued on a senior subordinated basis (the "**Senior Subordinated Notes**") constitute senior subordinated obligations of the relevant Issuer and rank *pari passu* (subject to mandatorily preferred debts under applicable laws) without any preference among themselves and at least equally and rateably with all other present and future outstanding senior subordinated obligations, including guarantees and other obligations of a similar nature of such Issuer. Accordingly, the liabilities of the relevant Issuer under or pursuant to the Senior Subordinated Notes shall not be required to be satisfied until satisfaction of all indebtedness of such Issuer to the depositors (in the case of BNPPF) and all present and future unsubordinated creditors of the relevant Issuer or the amount necessary for that purpose shall have been deposited in consignment. Notes issued on a junior subordinated basis (the "**Junior Subordinated Notes**") constitute direct, unsecured, junior subordinated and conditional obligations of such Issuer and rank (a) *pari passu* without any preference among themselves and with any other Junior Subordinated Notes and, in the case of BNPPF, junior subordinated guarantees of BNPPF, (b) junior to all present and future unsecured obligations of such Issuer which are or are expressed to be subordinated to the unsecured, unsubordinated obligations of such Issuer but not further or otherwise (the "**Senior Subordinated Obligations**"), (c) at least equally and rateably with all other present and future obligations of such Issuer which rank or are expressed to rank junior to the

Element	Title	
		Senior Subordinated Obligations and (d) in priority to the rights and claims of holders of all classes of equity (including holders of preference shares (if any)) issued by such Issuer, subject to mandatory provisions of Belgian law (in the case of Junior Subordinated Notes issued by BNPPF) or the laws of Luxembourg (in the case of Junior Subordinated Notes issued by BP2F). Claims in respect of the Junior Subordinated Notes are subordinated to the claims of senior and subordinated creditors and payments of principal and interest by the relevant Issuer in respect of Junior Subordinated Notes will be conditional upon such Issuer being solvent at the time of payment by that Issuer and no principal or interest shall be due and payable in respect of Junior Subordinated Notes except to the extent that (assuming a payment was then due by the relevant Issuer) such Issuer could make such payment in whole or in part, rateably with payments in respect of other *pari passu* claims, and still be solvent immediately thereafter. Notes issued as subordinated Tier 2 Notes ("**Subordinated Tier 2 Notes**") constitute direct, unconditional and unsecured obligations of the relevant Issuer and rank *pari passu* (subject to mandatorily preferred debts under applicable laws) without any preference among themselves and with any other Subordinated Tier 2 Notes. The rights and claims of the Noteholders in respect of the Subordinated Tier 2 Notes are subordinated in the manner set out below. In the event of an order being made, or an effective resolution being passed, for the liquidation, dissolution or winding-up of the relevant Issuer by reason of bankruptcy or otherwise (except, in any such case, a solvent liquidation, dissolution or winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of the relevant Issuer or substitution in place of such Issuer or a successor in the business of such Issuer), the rights and claims of the holders in respect of or arising under (including any damages awarded for the breach of any obligation under) the Subordinated Tier 2 Notes shall, subject to any obligations which are mandatorily preferred by law, rank (a) junior to the claims of all the Senior Creditors of the relevant Issuer, (b) in respect of Subordinated Tier 2 Notes issued by BNPPF, at least *pari passu* with the claims of holders of all obligations of BNPPF which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 2 Capital of BNPPF and (c) senior to (i) the claims of holders of all share capital of the relevant Issuer, (ii) in respect of Subordinated Tier 2 Notes issued by BNPPF, the claims of

Element	Title	
		holders of all obligations of BNPPF which constitute Tier 1 Capital of BNPPF and (iii) the claims of holders of all obligations of the relevant Issuer which are or are expressed to be subordinated to the Subordinated Tier 2 Notes. "**Senior Creditors**" means creditors of the relevant Issuer whose claims are in respect of obligations which are unsubordinated (including, for the avoidance of doubt, holders of Senior Notes) or, in respect of Subordinated Tier 2 Notes issued by BNPPF, which otherwise rank, or are expressed to rank, senior to obligations (including Subordinated Tier 2 Notes) which constitute Tier 1 Capital or Tier 2 Capital of BNPPF. "**Tier 1 Capital**" and "**Tier 2 Capital**" have the respective meanings given to such terms in the Applicable Banking Regulations from time to time. "**Applicable Banking Regulations**" means, at any time, the laws, regulations, guidelines and policies of the National Bank of Belgium or any successor having primary responsibility for prudential oversight and supervision of BNPPF, or the European Parliament and Council then in effect in Belgium, relating to capital adequacy and applicable to BNPPF (and, for the avoidance of doubt, including the rules contained in, or implementing, CRD IV). "**CRD IV**" means, taken together, (i) the Capital Requirements Directive and (ii) the Capital Requirements Regulation and (iii) any Future Capital Instruments Regulations. "**Capital Requirements Directive**" means Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as amended or replaced from time to time. "**Capital Requirements Regulation**" means Regulation (EU) n° 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) n° 648/2012, as amended or replaced from time to time. "**Future Capital Instruments Regulations**" means any further Applicable Banking Regulations that come into effect after the Issue Date and which prescribe (alone or in conjunction with other rules or regulations) the requirements to be fulfilled by financial instruments for their inclusion in the regulatory capital of BNPPF to the

Element	Title	
		extent required by (i) the Capital Requirements Regulation or (ii) the Capital Requirements Directive. These Notes are [Senior Notes/Senior Subordinated Notes/Junior Subordinated Notes/Subordinated Tier 2 Notes]. ***Events of default*** The terms of the Senior Notes will contain, amongst others, the following events of default: (a) default in payment of any principal or interest due in respect of the Notes, continuing for a period of 30 days; (b) default arising from the non-performance or non-observance by the Issuer or (in the case of Notes issued by BP2F) the Guarantor of any other obligation, condition or other provision under Notes or the guarantee which is not cured within 45 days of a notice from any Noteholder requiring remedy; (c) default by the relevant Issuer or (in the case of Notes issued by BP2F) the Guarantor in the payment of the principal of, or premium or prepayment charge (if any) or interest on, any other loan indebtedness of or assumed or guaranteed by the relevant Issuer or (in the case of Notes issued by BP2F) the Guarantor (which indebtedness has an aggregate principal amount of at least EUR 50,000,000 or its equivalent in any other currency or currencies), when and as the same shall become due and payable (as a result of maturity or acceleration of maturity), if, other than in the case of acceleration of maturity, such default shall continue for more than the applicable period of grace and the time for payment of such interest or principal has not been effectively extended; (d) events relating to the dissolution, insolvency or winding up of the relevant Issuer or the Guarantor (as applicable) except as a result of a permitted reorganisation pursuant to the terms and conditions or the relevant Issuer ceases to be subsidiary of the Guarantor (unless as a result of a permitted substitution of the Issuer in accordance with the terms and conditions); (e) it becomes unlawful for the relevant Issuer or (in the case of Notes issued by BP2F) the Guarantor to perform any of their respective obligations under

Element	Title	
		the Notes or the guarantees, or any of their obligations ceases to be valid, binding or enforceable; and (f) the guarantee, if applicable, ceases or is claimed not to be in full force and effect. (g) Following the occurrence of any such event of default, any holder of a Senior Note may give notice that such Note is immediately repayable whereupon the Early Redemption Amount (as defined below), together (if applicable) with accrued interest to the date of repayment, shall become immediately due and payable. Any holder of a Senior Subordinated Note or a Junior Subordinated Note may declare his Note to be due and payable at its principal amount together with accrued interest to the date of repayment if an order is made or an effective resolution is passed for the bankruptcy (*faillissement/faillite*), or liquidation (*vereffening/liquidation*) of the relevant Issuer or the Guarantor, as the case may be. ***Subordinated Tier 2 Notes - Enforcement*** If default is made in the payment of any principal or interest due in respect of the Subordinated Tier 2 Notes or any of them and such default continues for a period of 30 days or more after the due date any holder may, without further notice, institute proceedings for the dissolution or liquidation of the relevant Issuer. In the event of the dissolution or liquidation (other than on a solvent basis) of the relevant Issuer, any holder may give notice to the relevant Issuer that the relevant Subordinated Tier 2 Note is, and shall accordingly forthwith become, immediately due and repayable at its principal amount, together with interest accrued to the date of repayment. No remedy against the relevant Issuer other than as referred to above, shall be available to the holders of Subordinated Tier 2 Notes, whether for recovery of amounts owing in respect of the Subordinated Tier 2 Notes or in respect of any breach by the relevant Issuer of any of its obligations under or in respect of the Subordinated Tier 2 Notes. For the avoidance of doubt, the holders of Subordinated Tier 2 Notes issued by BNPPF waive, to the fullest extent permitted by law (i) all rights whatsoever pursuant to Article 1184 of the Belgian Civil Code to rescind (*ontbinden/résoudre*), or to demand legal proceedings for the recission (*ontbinding/résolution*) of the Subordinated Tier 2 Notes and (ii) to the extent applicable, all their rights

Element	Title	
		whatsoever in respect of the Subordinated Tier 2 Notes pursuant to Article 487 of the Belgian Companies Code. ***Governing law*** The Notes and all non-contractual obligations arising from or connected with the Notes are governed by, and shall be construed in accordance with, English law except for (a) in the case of Notes issued by BP2F, Conditions 3.2 and 3.3 and all non-contractual obligations arising out of or in connection therewith which shall be governed by, and construed in accordance with Luxembourg law and Conditions 3.5, 3.6, 3.7 and 3.8 and all non-contractual obligations arising out of or in connection therewith which shall be governed by and construed in accordance with Belgian law and (b) in the case of Notes issued by BNPPF, Conditions 1.2, 3.2, 3.3, 3.7 and 10.1(b) and all non-contractual obligations arising out of or in connection therewith which shall be governed by and construed in accordance with Belgian law. Guarantees to which Condition 3.4 applies and all non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with English law. Guarantees to which Condition 3.5, Condition 3.6 or Condition 3.8 applies and all non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with Belgian law. ***Meetings*** The terms of the Notes will contain provisions for calling meetings of holders of such Notes to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.
[C.9	Interest/Redemption (*Do not include this Element C.9 if the relevant Notes are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended) (being Notes which may redeem at an amount other than 100 per cent. of their principal amount ("**Derivative Securities**")*)	***Interest*** Notes issued pursuant to the programme may or may not bear interest. Notes that do not bear interest may also be sold at a discount to their principal amount. Interest-bearing Notes will either bear interest payable at a fixed rate or a floating rate or at a variable rate linked to one or more inflation indices, currencies and/or underlying interest rates. In the case of Dual Currency Interest Notes, any amount calculated to be payable in respect of interest (if any) will be converted into the Settlement Currency at an exchange rate.

Element	Title	
		[The Notes do not bear interest[and will be offered and sold at a discount to their principal amount].] [*Complete if appropriate for Notes other than Junior Subordinated Notes:* The Notes bear interest [from their date of issue/from [●]] at the fixed rate of [●] per cent. per annum. [The yield of the Notes is [●] per cent.] [Interest will be paid [annually/semi-annually/quarterly] in arrear on [●] in each year [at an amount equal to [*insert currency*][*insert Fixed Coupon Amount*] in respect of each Note][, converted into the Settlement Currency, as set out below].] [*Applicable for Junior Subordinated Notes only:* Interest will be paid in arrear on [●] in each year, **provided that** in the calendar year immediately preceding each relevant date, any dividend has been declared or paid on any class of share capital of the Guarantor and if the Guarantor is solvent (a "**Compulsory Interest Payment Date**"). If such date is not a Compulsory Interest Payment Date, interest may (at the election of the Issuer [or the Guarantor]) be paid but any failure to pay shall not constitute an event of default. Any such unpaid interest shall be "**Arrears of Interest**" and such Arrears of Interest may be paid at the option of the Issuer [or the Guarantor], following notice to the Noteholders, or will become due in full following either the first occurring Compulsory Interest Payment Date, the date set for redemption or following an order or an effective resolution for the winding-up, liquidation or bankruptcy of the Issuer [or the Guarantor].][The first interest payment will be made on [●]]. [*Complete if appropriate for Notes other than Junior Subordinated Notes:* The Notes bear interest [from their date of issue/from [●]] at floating rates calculated by reference to [LIBOR/EURIBOR/LIBID/LIMEAN][*insert ISDA Rate*] [plus/minus] [a margin of [●] per cent.] [Interest will be paid [annually/semi-annually/quarterly] in arrear on [●] and [●] in each year[, subject to adjustment for non-business days].] [*Applicable for Junior Subordinated Notes only:* Interest will be paid in arrear on [●] in each year, **provided that** in the calendar year immediately preceding each relevant date, any dividend has been declared or paid on any class of share capital of the Guarantor and if the Guarantor is solvent (a "**Compulsory Interest Payment Date**"). If such date is not a Compulsory Interest Payment Date, interest may (at the election of the Issuer [or the Guarantor]) be paid but any failure to pay shall not constitute an event of default. Any such unpaid interest shall be "**Arrears of Interest**" and such Arrears of Interest may be paid at the option of the Issuer [or the Guarantor], following notice to the Noteholders, or will become due in full following either the first occurring

Element	Title	
		Compulsory Interest Payment Date, the date set for redemption or following an order or an effective resolution for the winding-up, liquidation or bankruptcy of the Issuer [or the Guarantor].] [The first interest payment will be made on [●].] [The rate of interest will be payable calculated by reference to the performance of [*insert inflation index or inflation indices*] [*insert foreign exchange rate(s)*] [*insert underlying interest rate(s)*].] [The Interest Rate will be [FI Digital Coupon] [Range Accrual Coupon] [Combination Floater Coupon] [PRDC Coupon] [FI Digital Floor Coupon] [FI Digital Cap Coupon][FI Target Coupon][FI FX Vanilla Coupon][FI Digital Plus Coupon] and will be determined as follows: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*].] [The [minimum][maximum] rate of interest will be [●].] [*Complete for Dual Currency Interest Notes:* Any amount calculated to be payable in respect of interest will be converted into the Settlement Currency at [*specify fixed exchange rate or exchange rate (including any rates of exchange pursuant to which the relevant rate of exchange is derived), including sources (if any) by which such exchange rate is determined and time/date when such exchange rates will be determined.*] The above provisions are subject to adjustment as provided in the terms and conditions of the Notes to take into account events in relation to the Specified Currency or Settlement Currency. This may lead to delays in the payment of interest, or such payments being made in a different currency than expected. In such circumstances, Noteholders may also be required to provide certain information to the Issuer (including, *inter alios*, specifying an account into which they can receive the relevant currency), and payments by the Issuer may be delayed or the Issuer may be discharged from its payment obligations in respect of the Notes, if Noteholders fail to provide the requested information within the prescribed time period.] ***Redemption*** The terms under which Notes may be redeemed (including the maturity date and the price at which they will be redeemed on the maturity date as well as any provisions relating to early redemption) will be agreed between the Issuer and the relevant Dealer at the time of issue of the relevant Notes. In the case of Dual Currency Redemption Notes, any amount calculated to be payable on redemption of the Notes will be converted into the Settlement Currency at an exchange rate.

Element	Title	
		Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on [●] (the "**Maturity Date**") at [par/[●] per cent. of their principal amount]. [The Notes will be redeemed in instalments on [[*insert Instalment Dates*] at [*insert Instalment Amounts*] *(repeat as necessary if different Instalment Amounts apply in respect of different Instalment Dates)*].] ***Early Redemption*** The Notes may be redeemed early [for tax reasons or] if any force majeure, act of state or other event or circumstance occurs after the Trade Date as a consequence of which the fulfilment of the obligations of the Issuer under the Notes has become impossible ("**Force Majeure (Issuer)**") or if any other events or circumstances not attributable to the Issuer occurs after the Trade Date which results in the economic balance of the Notes as at such date being significantly altered ("**Significant Alteration Event (Issuer)**") [or if a force majeure occurs] in each case at the Early Redemption Amount in relation to such event specified below. "**Trade Date**" means [●] / [The Issue Date] ["**Issue Date**" means [●]] [*Include if applicable:* The Notes may be redeemed early at the option of the [Issuer (an "**Issuer Call**")][[and the] Noteholders (a "**Noteholder Put**")] at the Early Redemption Amount in relation to such option specified below.] [The estimated value, as of [●] of the Issuer Call is [●] per cent of the [*specify Aggregate Principal Amount of relevant Tranche of Notes*].] [The "**Early Redemption Amount**" applicable following [an Issuer Call][,/and][a Noteholder Put][,/and] [an early redemption [for tax reasons]][and/or] [and/or] [a Force Majeure (Issuer)] [and/or] [a Significant Alteration Event (Issuer)] [and/or] [due to force majeure] is[, subject to Monetisation Option specified below,][par/[●] per cent. of the principal amount of the Notes/ [the higher of [●] per cent. of the principal amount of the Notes and] the fair market value of such Note [by reference to observable prices or a generally accepted valuation method] [(less costs [[other than] / [including] any costs of [termination of related hedging arrangements])]/[plus any costs (including structuring costs) which were included in the issue price of the Notes]] [without regard to the consequences, if any, of any Force Majeure (Issuer) or Significant Alteration Event

Element	Title	
		(Issuer) [*Insert for Senior Notes only:* and, where the Early Redemption Amount is being determined following an Event of Default, without regard to the financial condition of the Issuer]] [and includes amounts in respect of accrued interest]/[the higher of [●] per cent. of the principal amount of the Notes and] the aggregate of the present value of the Principal Protected Amount specified below and the Derivative Component Market Value specified below [and includes amounts in respect of accrued interest]. *(to be repeated as necessary if different Early Redemption Amounts apply)*] [Monetisation Option: Notwithstanding the above, unless the Noteholder elects to receive the Early Redemption Amount as specified above on the date specified in the notice of redemption, the Noteholder will receive the Monetisation Amount to be paid by the Issuer on the Maturity Date.] *(to be repeated as necessary if Monetisation Option applies differently for different Early Redemption Amounts)*] [*Include if Inflation Index-Linked Notes:* The Notes may also be cancelled or redeemed early at the Early Redemption Amount specified below following the occurrence of certain disruption, adjustment, extraordinary or other events relating to the underlying inflation index(ices)] Early Redemption Amount: [subject to Monetisation Option specified below,] [par/[●] per cent. of the principal amount of the Notes/ [the higher of [●] per cent. of the principal amount of the Notes and] the fair market value of such Notes [by reference to observable prices or a generally accepted valuation method] [(less costs [[other than] / [including] any costs of [termination of related hedging arrangements])] [plus any costs (including structuring costs) which were included in the issue price of the Notes] [without regard to the consequences, if any, of any Force Majeure (Issuer) or Significant Alteration Event (Issuer) [*Insert for Senior Notes only:* and, where the Early Redemption Amount is being determined following an Event of Default, without regard to the financial condition of the Issuer]] [and includes amounts in respect of accrued interest]/ [the higher of [●] per cent. of the principal amount of the Notes and] the aggregate of the present value of the Principal Protected Amount specified below and the Derivative Component Market Value specified below [and includes amounts in respect of accrued interest]. [Monetisation Option: Notwithstanding the above, unless the Noteholder elects to receive the Early Redemption Amount as specified above on the date specified in the notice of redemption, the Noteholder will receive the

Element	**Title**	
		Monetisation Amount to be paid by the Issuer on the Maturity Date.] [*If Monetisation Amount is applicable:* "**Monetisation Amount**" means, in respect of the Note, an amount equal to the greater of the Principal Protected Amount and the amount calculated by the Calculation Agent as follows: $$(S + D) \times (1 + r)^n$$ Where: "**S**" is the present value of the Principal Protected Amount of the Notes on the date on which the event triggering early redemption occurs; "**D**" is the Derivative Component Market Value on the date on which the event triggering early redemption occurs; "**r**" is a hypothetical annual interest rate that would be applied on an equivalent hypothetical debt instrument issued by the Issuer [or the Guarantor] with the same maturity as the remaining maturing on the Notes from the date of early redemption until the scheduled maturity date of the Notes; "**n**" is the time remaining until the scheduled maturity date of the Notes, expressed as a number of years.] [*If Monetisation Amount and/or Market Value 3 is applicable:* "**Derivative Component**" means the option component or embedded derivative in respect of the nominal amount of the Notes or the interest amount due under the Notes in order to enable the Issuer to issue the Notes at the Issue Price and on their applicable terms. "**Derivative Component Market Value**" means the market value of the Derivative Component determined by the Calculation Agent by reference to the actual or theoretical mark-to-market value of such Derivative Component taking into account the time remaining until the scheduled maturity date of the Notes and calculated in accordance with generally accepted valuation methods for such instruments in the financial markets. ["**Principal Protected Amount**" means [●] per cent of the principal amount of the Notes.]]

Element	Title	
		Representative of holders Not Applicable – No representative of the Noteholders has been appointed by the Issuer. Please also refer to Element C.8.]
[C.10	Derivative component in the interest payments (*Do not include this Element C.10 if the relevant Notes are Derivative Securities as defined in Element C.9 above*)	[Payments of interest in respect of certain Tranches of Notes may be determined by reference to the performance of certain specified underlying reference(s). [Please also refer to Element C.9.]] [Not Applicable – there is no derivative component in the interest payments.]]
C.11	Admission to trading	Notes issued under the Programme may be admitted to trading on the regulated market of the Luxembourg Stock Exchange, Brussels Stock Exchange and/or Amsterdam Stock Exchange or such other stock exchange or market specified below, or may be issued on an unlisted basis.
		[Application [has been][is expected to be] made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of the [Luxembourg/Brussels/Amsterdam] Stock Exchange.] [The Notes are not intended to be admitted to trading on any market.] [Not Applicable – the Notes are issued on an unlisted basis.]
[C.15	Any underlying which may affect the value of the Notes (*Include this Element C.15 only if the relevant Notes are Derivative Securities as defined in Element C.9 above*)	The amount (if any) payable in respect of interest or the amount payable on redemption of the Notes may be calculated by reference to certain specified underlying reference assets. [The amount payable in respect of interest for the Notes will be calculated by reference to the performance of [*insert inflation index/inflation indices*] [*insert foreign exchange rate(s)*][*insert underlying interest rate(s)*]]. [The amount payable on redemption of the Notes will be calculated by reference to a [single][basket of] [inflation ind[ex][ices]][currenc[y][ies]].] [Please also see Element C.18] [Not Applicable – there are no underlying reference assets applicable to the Notes.]]

Element	**Title**	
[C.16	Exercise date/final reference date (*Include this Element C.16 only if the relevant Notes are Derivative Securities as defined in Element C.9 above*)	The maturity date of the Notes will be [●] (the "**Maturity Date**").]
[C.17	Settlement procedure of derivative securities (*Include this Element C.17 only if the relevant Notes are Derivative Securities as defined in Element C.9 above*)	These Notes are cash settled.]
[C.18	Return on derivative securities (*Include this Element* C.18 *only if the relevant Notes are Derivative Securities as defined in Element C.9 above*)	See item C.8 above for the rights attaching to the Notes. **Interest** [*Reproduce the relevant information from Element C.9 above*] ***Final Redemption*** Unless previously redeemed or purchased and cancelled, each Note will be redeemed by the Issuer on the Maturity Date at an amount per Note calculated by the Calculation Agent equal to either (a) par, (b) the Calculation Amount multiplied by a specified percentage or (c) the relevant Final Payout (the "**Final Redemption Amount**"). [The Final Redemption Amount applicable to the Notes is an amount per Note equal to [par][the Calculation Amount multiplied by [*insert percentage*]][the Final Payout. The Notes are [FI FX Vanilla Notes][FI Inflation Notes]. Accordingly, the Final Payout will be calculated as follows: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]] ***Early Redemption*** [*Reproduce the relevant early redemption information from Element C.9 above*]

Element	Title	
		[The Notes may also be cancelled or redeemed early at the Early Redemption Amount specified below following the occurrence of certain disruption, adjustment, extraordinary or other events relating to the underlying [interest rate(s)/inflation index(ices)/foreign exchange rate(s)]] [*Reproduce the relevant early redemption information from Element C.9 above*] ***Automatic Early Redemption*** If an Automatic Early Redemption Event occurs [on any Automatic Early Redemption Valuation Date][in respect of an Automatic Early Redemption Valuation Period], the Notes will be redeemed early at the Automatic Early Redemption Amount on the Automatic Early Redemption Date. The Automatic Early Redemption Amount in respect of each principal amount of Notes equal to [●] (the "**Calculation Amount**") will be [*insert in the case of Automatic Early Redemption of Foreign Exchange (FX) Rate-Linked Notes or in the case of Standard Automatic Early Redemption*: an amount equal to (i) the product of the Calculation Amount and (ii) the sum of [●] (the "**Automatic Early Redemption Percentage**") and [●] (the "**AER Rate**")] [the Automatic Early Redemption Payout]. [The Automatic Early Redemption Payout is [Target Automatic Early Redemption][FI Underlying Automatic Early Redemption][FI Coupon Automatic Early Redemption] [Standard Automatic Early Redemption]. Accordingly, the Automatic Early Redemption Payout will be calculated as follows: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]] "**Automatic Early Redemption Event**" means [*insert in the case of Automatic Early Redemption of Foreign Exchange (FX) Rate-Linked Notes*: the [value of the underlying reference/weighted sum of the value of the underlying references] on the Automatic Early Redemption Valuation Date is [greater than][greater than or equal to][less than][less than or equal to][insert level] (the "**Automatic Early Redemption Level**")] [*insert in the case of a Target Automatic Early Redemption*: the Cumulative Coupon is equal to or greater than [●] (the "**Automatic Early Redemption Percentage**")][*insert in the case of a FI Underlying Automatic Early Redemption*: the [*specify Underlying Reference Level*] is equal to or greater than [●] (the "**Automatic Early Redemption Percentage Down**")

Element	Title	
		and less than or equal to [●] (the "**Automatic Early Redemption Percentage Up**")][*insert in the case of a FI Coupon Automatic Early Redemption*: the product of the rate of interest and the applicable day count fraction in respect of the Current Interest Period is equal to or greater than [●] (the "**Automatic Early Redemption Percentage**")][*insert in the case of Standard Automatic Early Redemption*: the [*in the case of a single underlying asset: specify Underlying Reference Level*][*insert in the case of a basket of underlying assets:* Basket Price] is [greater than][greater than or equal to][less than][less than or equal to] [*insert level*] (the "**Automatic Early Redemption Level**")]. ["**Automatic Early Redemption Valuation Date**" means [●][, subject to adjustment].] ["**Automatic Early Redemption Valuation Period**" means [●]] ["**Automatic Early Redemption Date**" means the Interest Payment Date immediately following the Automatic Early Redemption Valuation Date on which an Automatic Early Redemption Event occurs.] ["**Basket Price**" means, in respect of an Automatic Early Redemption Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each underlying reference as the product of (a) [*specify the Underlying Reference Level*] of such underlying reference on such Automatic Early Redemption Valuation Date and (b) the relevant weighting.]] ["**Cumulative Coupon**" means, in respect of an Automatic Early Redemption Valuation Date, (a) the sum of the values calculated for each interest period preceding the Current Interest Period as the product of (i) the rate of interest and (ii) the applicable day count fraction, in each case for such interest period plus (b) the product of (i) the rate of interest and (ii) the applicable day count fraction, in each case for the Current Interest Period.] ["**Current Interest Period**" means, in respect of an Automatic Early Redemption Valuation Date, the interest period during which such Automatic Early Redemption Valuation Date falls.]
		[*Complete for Dual Currency Redemption Notes:* Any amount calculated to be payable on redemption of the Notes will be converted into the Settlement Currency at [*specify fixed exchange rate or exchange rate (including any rates of exchange pursuant to which the relevant rate of exchange is derived), including sources (if any) by which such*

Element	Title	
		exchange rate is determined and time/date when such exchange rate will be determined].
		The above provisions are subject to adjustment as provided in the terms and conditions of the Notes to take into account events in relation to the Specified Currency or Settlement Currency. This may lead to delays in the payment of principal, or such payments being made in a different currency than expected. In such circumstances, Noteholders may also be required to provide certain information to the Issuer (including, *inter alios*, specifying an account into which they can receive the relevant currency), and payments by the Issuer may be delayed or the Issuer may be discharged from its payment obligations in respect of the Notes, if Noteholders fail to provide the requested information within the prescribed time period.]]
[C.19	Exercise price/final reference price of the underlying (*Include this Element C.19 only if the relevant Notes are Derivative Securities as defined in Element C.9 above*)	[Not Applicable, there is no final reference price of the Underlying.] [The final reference price of the Underlying Reference will be determined in accordance with the valuation mechanics set out in Element C.18 above, as applicable.]]
[C.20	Type of the underlying (*Include this Element C.20 only if the relevant Notes are Derivative Securities as defined in Element C.9 above*)	One or more foreign exchange rate, inflation index and/or underlying interest rate. [The underlying reference(s) in relation to the Notes [is/are] [a/an] [single/basket of] [foreign exchange rate[s]] [inflation ind[ex][ices]][underlying interest rate[s]].][Not Applicable – there are no underlying reference assets applicable to the Notes.]]

Section D – Risks

Element	Title	
D.2	Key risks regarding the Issuer and the Guarantor	In purchasing Notes, investors assume the risk that the relevant Issuer and/or, if BP2F is the Issuer, the Guarantor, may become insolvent or otherwise be unable to make all payments due in respect of the Notes [or under the guarantee]. In the event of the insolvency of BNPPF or BP2F, as applicable or if it is otherwise unable or unwilling to repay the Notes when repayment falls due, an investor may lose all or part of his investment in the Notes. There is a wide range of factors which individually or together could result in the relevant Issuer and the Guarantor, where applicable, becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, the Issuers and the Guarantor may not be aware of all relevant factors and certain factors which they currently deem not to be material may become material as a result of the occurrence of events outside the Issuer's and/or the Guarantor's control. The Issuers and/or the Guarantor have identified a number of factors which could materially adversely affect their businesses and ability to make payments due under the Notes. These factors include: **[*BNPPF/the Guarantor*]*:*** The following is a summary of some of the investment considerations relating to the business of BNPPF: (a) Difficult market and economic conditions including, without limitation, concerns regarding the ability of certain countries in the eurozone to refinance their debt obligations, could in the future have a material adverse effect on the operating environment for financial institutions and hence on BNPPF's financial condition, results of operations and cost of risk. (b) Legislative action and regulatory measures taken in response to the global financial crisis may materially impact BNPPF and the financial and economic environment in which it operates. (c) BNPPF's access to and cost of funding could be adversely affected by a further deterioration of the euro zone sovereign debt crisis, worsening economic conditions, a ratings downgrade, increases in credit spreads or other factors. (d) The prolonged low interest rate environment carries inherent systematic risks.

Element	Title	
		(e) The soundness and conduct of other financial institutions and market participants could adversely affect BNPPF. (f) BNPPF may incur significant losses on its trading and investment activities due to market fluctuations and volatility. (g) A substantial increase in new provisions or a shortfall in the level of previously recorded provisions could adversely affect BNPPF's results of operations and financial condition. (h) BNPPF may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns. (i) BNPPF's hedging strategies may not prevent losses. (j) Significant interest rate changes could adversely affect BNPPF's net banking income or profitability. (k) Protracted market declines can reduce liquidity in the markets making it harder to sell assets and possibly leading to material losses. (l) BNPPF is subject to extensive and evolving regulatory regimes in the countries and regions in which it operates. (m) Notwithstanding BNPPF's risk management policies, procedures and methods it could still be BNPPF exposed to unidentified or unanticipated risks, which could lead to material losses. (n) While each of BNPPF's businesses manages its operational risks, these risks remain an inherent part of all of the BNPPF's businesses. (o) BNPPF has significant counterparty risk exposure and exposure to systemic risks. (p) BNPPF's competitive position could be harmed if its reputation is damaged. (q) An interruption in or a breach of BNPPF's information systems may result in material losses of client or customer information, damage to BNPPF's reputation and lead to financial losses.

Element	Title	
		(r) Litigation or other proceedings or actions may adversely affect BNPPF's business, financial condition and results of operations. (s) Uncertainty linked to fair value accounting and use of estimates. (t) A deterioration of the credit rating of BNP Paribas of its debt quality could adversely affect BNPPF. (u) Unforeseen external events can interrupt BNPPF's operations and cause substantial losses and additional costs. (v) BNPPF may incur substantial fines and other administrative and criminal penalties for non-compliance with applicable laws and regulations, and may also incur losses in related (or unrelated) litigation with private parties. (w) Intense competition in the financial services industry could adversely affect BNPPF revenues and profitability.] (x) Adjustments to the carrying value of BNPPF's securities and derivatives portfolios and BNPPF's own debt could have an impact on its net income and shareholders' equity. (y) The expected changes in accounting principles relating to financial instruments may have an impact on BNPPF's balance sheet and regulatory capital ratios and result in additional costs. (z) Risks related to the implementation of BNPP Group's strategic plans. **[*BP2F:*** The following is a summary of some of the additional investment considerations relating to the business of BP2F: (a) The primary credit protection for Notes issued by BP2F will derive from the guarantees given by BNPPF. (b) BP2F's ability to make payments under the Notes may depend on the operating performance of those companies to which the proceeds of the Notes are lent.

Element	Title	
		(c) BP2F's ability to perform its obligations in respect of the structured return on structured securities may depend on the ability of its hedging counterparties to meet their obligations under any hedge. (d) The financial condition of the operating companies to which the proceeds of the Notes are lent may deteriorate and this may affect BP2F's ability to make payments under the Notes which it issues. (e) During deteriorating or challenging economic conditions BP2F may find it difficult to raise further finance. (f) Transfer pricing tax rules in Luxembourg generate additional costs, which may vary from time to time.]
[D.3	Key risks regarding the Notes (*Include this Element D.3 only if the relevant Notes are not Derivative Securities as defined in Element C.9 above*)	[There are certain factors which are material for the purposes of assessing the market risks associated with Notes issued under the Programme, including, without limitation, that [the Notes may not be a suitable investment for all investors,] [investors may be exposed to exchange rate changes and exchange controls where the Notes are not payable in an investor's home currency,] [any redemption amount of the Notes may not be equal to the principal amount of the Notes,] [the trading price of the Notes is affected by a number of factors including, but not limited to, the price of the relevant underlying reference(s), time to expiration or redemption and volatility and such factors mean that the trading price of the Notes may be below the Final Redemption Amount,] [the only means through which a holder can realise value from the Notes prior to its Maturity Date is to sell it at its then market price in an available secondary market and that there may be no secondary market for the Notes (which could mean that an investor has to exercise or wait until redemption of the Notes to realise a greater value than its trading value),] [purchasing Notes as a hedge instrument may not be effective,] [certain conflicts of interest may arise (see Element E.4 below),] [actions taken by the Calculation Agent may affect the Notes any may give rise to conflicts of interest,] [holders have no ownership interest in or claim against any underlying reference,] [Notes including leverage involve a higher level of risk and whenever there are losses on such Notes those losses may be higher than those of a similar security which is not leveraged,] [[expenses and]taxes may be payable in respect of the Notes,] [the Notes may be redeemed in the case of illegality or force majeure and such cancellation or redemption may result in an investor not realising a return on an investment in the Notes,] [the Global Notes are held by or on behalf of

Element	Title	
		the clearing systems, therefore investors will have to rely on their procedures for transfer, payment and communication with the Issuer [and the Guarantor],] [The Issuer [and the Guarantor] will discharge their payment obligations under the Notes in [global/dematerialised] form [by making payments to the relevant [common] [depositary/safekeeper] for the relevant clearing system for distribution to their account holders.] [The Issuer [and the Guarantor] will have no responsibility for the proper performance by the clearing systems relating to payments made in respect of, the Notes within any relevant clearing system,] [the meetings of holders provisions permit defined majorities to bind all holders,] [the Notes may have a minimum trading amount and if, following the transfer of any Notes, a holder holds fewer Notes than the specified minimum trading amount, such holder will not be permitted to transfer their remaining Notes prior to expiration or redemption, as applicable, without first purchasing enough additional Notes in order to hold the minimum trading amount, a holder who holds less than the minimum trading amount may be adversely affected if definitive Notes are issued] [a reduction in the rating, if any, accorded to outstanding debt securities of the Issuer or Guarantor (if applicable) by a credit rating agency could result in a reduction in the trading value of the Notes,] [any judicial decision or change to an administrative practice or change to English law after the date of the Base Prospectus could materially adversely impact the value of any Notes affected by it,] [exposure to the underlying reference in many cases will be achieved by the relevant Issuer entering into hedging arrangements and, in respect of Notes linked to an underlying reference, potential investors are exposed to the performance of these hedging arrangements and events that may affect the hedging arrangements and consequently the occurrence of any of these events may affect the value of the Notes,] [the Notes may be subject to optional redemption by the Issuer which is likely to limit their market value][, the occurrence of an additional disruption event or optional additional disruption event may lead to an adjustment to the Notes, or early redemption or may result in the amount payable on scheduled redemption being different from the amount expected to be paid at scheduled redemption and consequently the occurrence of an additional disruption event and/or optional additional disruption event may have an adverse effect on the value or liquidity of the Notes][, indices which are deemed "benchmarks" are subject of recent national, international and other regulatory guidance and reform, including the new European regulation, as a result of which the relevant "benchmark" may not be available for use, or the Note terms may need to be adjusted or the Notes may be delisted, redeemed or otherwise impacted] [, the purchase price of a

Element	Title	
		Note may not reflect its inherent value because of a number of factors, including prevailing market conditions and fees, discounts or commissions paid or deducted in relation to the Notes][, the Issuer may be substituted by another entity as principal obligor under the Notes without consent of the Noteholders and without regard to the interests of particular Noteholders][, the Terms and Conditions of the Notes contain no negative pledge or covenants restricting the incurrence of indebtedness and accordingly the Issuer [or the Guarantor] may incur additional indebtedness ranking pari passu with, or senior to, the Notes and may pledge assets to secure other notes or debt instruments without granting an equivalent pledge or security interest and status to the Notes] [the Notes include an Automatic Early Redemption feature and if the relevant level, value or price of the Underlying Reference approaches the level that triggers the early redemption, investors may not be able to sell the Notes in the secondary market before such early redemption is triggered. If a Note is redeemed early pursuant to such an Automatic Early Redemption feature, then, depending on the payout, investors may lose all or some of their investment]. [In addition, there are specific risks in relation to subordinated Notes including, without limitation, that the Issuer's obligations are subordinated (meaning that the debt ranks after other debts) and there is a real risk than an investor in subordinated Notes will lose all or some of his investment should the Issuer become insolvent[, investors in subordinated Notes have limited rights to declare the Notes immediately due and payable][, interest payments on subordinated Notes may be deferred and such deferral will likely have an adverse effect on the market price of the subordinated Notes][, subordinated Notes may be subject to loss absorption on an application of the general bail-in tool or at the point of non-viability of the Issuer [or Guarantor, as the case may be]][, Subordinated Tier 2 Notes are subordinated obligations which do not provide for events of default allowing acceleration of payment other than in a dissolution or liquidation][, the secondary market (if any) in Subordinated Tier 2 Notes may be subject to increased illiquidity][, subordinated Notes have a different risk profile from and will not benefit from the same protections as, bank deposits with BNPPF or any other investment firm in the BNP Paribas Group].] In addition, there are specific risks in relation to Notes which are linked to an underlying reference and an investment in such Notes will entail significant risks not associated with an investment in a conventional debt security. Risk factors in relation to such Notes include: [*Insert in the case of Inflation Index-Linked Notes:* exposure to an inflation index, market disruption,][*Insert in*

Element	Title	
		the case of Foreign Exchange (FX) Rate-Linked Notes: exposure to a foreign exchange rate, similar market risks to a direct currency investment, market disruption] [*Insert in the case of Underlying Interest Rate-Linked Notes:* exposure to an interest rate][, the holder will have no claim against the relevant underlying reference in respect of the Notes] [and that the Issuer will not provide post-issuance information in relation to the underlying reference]. There are specific risks associated with Dual Currency Notes, including, without limitation, exposure to movements in currency exchange rates which may result in significant fluctuations in the value of the Notes, that payments of [interest] [and][/][or] [of] [principal] may occur at a different time or in a different currency than expected, [that investors will not benefit from favourable changes in exchange rates during the term of the Dual Currency Notes], that the market price of the Notes may be volatile and that holders may, in circumstances where it is not possible to make payments of [interest] [and][/][or] [of] [principal] in the Settlement Currency, [receive no interest] [and may] lose all or a substantial portion of their principal, that holders may need to specify additional information to receive a relevant currency and failure to do so within a prescribed period may result in payments being delayed or, in certain circumstances, the Issuer being discharged from its payment obligations, settlement in the Settlement Currency may result in a lower return than if settlement had been made in the Specified Currency due to the risk on the exchange rate.] [Furthermore there are specific risks in relation to Notes linked to an underlying reference from an emerging or developing market (including, without limitation, risks associated with political and economic uncertainty, adverse governmental policies, restrictions on foreign investment and currency convertibility, currency exchange rate fluctuations, possible lower levels of disclosure and regulation and uncertainties as to status, interpretation and applicable of laws, increased custodian costs and administrative difficulties and higher probability of the occurrence of a disruption or adjustment event). Notes traded in emerging or developing countries tend to be less liquid and the prices of such securities more volatile.] [*Insert if FX Settlement Disruption is specified as applicable*: In certain circumstances (including, without limitation, as a result of restrictions on currency convertibility and transfer restrictions), it may not be possible for the Issuer to make payments in respect of the Notes in the Settlement Currency specified in the applicable Final Terms. In these circumstances, the payment of

Element	**Title**	
		principal and/or interest may occur at a different time and/or be made in USD and the market price of such Notes may be volatile]. [In certain circumstances holders may lose the entire value of their investment.]]]
[D.6	Risk warning (*Include this Element D.6 only if the relevant Notes are Derivative Securities as defined in Element C.9 above*)	[*Reproduce the relevant information from Element D.3 above*] Investors may lose all or part of their investment in the Notes as a result of the terms and conditions of the Notes.]

Section E – Offer

Element	Title	
E.2b	Reasons for the offer and use of proceeds	The net proceeds from each issue of Notes issued by BNPPF will be applied by BNPPF to meet part of its financing requirements and for general corporate purposes and the net proceeds from each issue of Notes issued by BP2F will be lent to BNPPF to be used by it for the same purposes.
E.3	Terms and conditions of the offer	Under the Programme, the Notes may be offered to the public in a Non-exempt Offer in Belgium, France, Luxemburg and/or The Netherlands. The terms and conditions of each offer of Notes will be determined by agreement between the relevant Issuer and the relevant Dealers at the time of issue. An investor intending to acquire or acquiring any Notes in a Non-exempt Offer from an Authorised Offeror will do so, and offers and sales of such Notes to an Investor by such Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocations and settlement arrangements. [This issue of Notes is being offered in a Non-exempt Offer in [*specify particular country/ies*]. The issue price of the Notes is [●] per cent. of their principal amount which will be payable in [*insert Settlement Currency*] calculated by reference to [[the following exchange rate: [*specify Specified/Settlement Currency*] per [*specify Specified/Settlement Currency*]1] [*specify exchange rate (including any rates of exchange pursuant to which the relevant rate of exchange is derived), including sources (if any) by which such exchange rate is determined and time/date when such exchange rate will be determined*]. [*Summarise the terms of any public offer, as set out in paragraphs 8(g) and 10 of Part B of the Final Terms.*]]
E.4	Interest of natural and legal persons involved in the issue/offer	The relevant Dealers may be paid fees in relation to any issue of Notes under the Programme. Any such Dealer and its affiliates may also have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, BNPPF and/or BP2F and/or their affiliates in the ordinary course of business. The [Dealers/Managers] will be paid aggregate commissions equal to [•] per cent. of the principal amount of the Notes. Any [Dealer/Manager] and its affiliates may

Element	Title	
		also have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, [BNPPF]/[BP2F] [and the Guarantor] and [its]/[their] respective affiliates in the ordinary course of business. Various entities within the BNPP Group (including the Issuers and Guarantor) and Affiliates may undertake different roles in connection with the Notes, including Issuer of the Notes, Calculation Agent of the Notes, [Benchmark Determination Agent or Underlying Benchmark Determination Agent], issuer, sponsor or calculation agent of the Underlying Benchmark, and may also engage in trading activities (including hedging activities) relating to the Underlying Benchmark and other instruments or derivative products based on or relating to the Underlying Benchmark which may give rise to potential conflicts of interest. The Calculation Agent may be an Affiliate of the relevant Issuer or Guarantor, or may be the Guarantor itself, and potential conflicts of interest may exist between the Calculation Agent, Benchmark Determination Agent or Underlying Benchmark Determination Agent and holders of the Notes. The Issuers, Guarantor and their Affiliates may also issue other derivative instruments in respect of the Underlying Benchmark and may act as underwriter in connection with future offerings of shares or other securities relating to an issue of Notes or may act as financial adviser to certain companies or companies whose shares or other securities are included in a basket or in a commercial banking capacity for such companies.
		[Other than as mentioned above,[and save for [•],] so far as [BNPPF][and][BP2F] [is/are] aware, no person involved in the issue of the Notes has an interest material to the offer, including conflicting interests.]
E.7	Expenses charged to the investor by BNPPF or BP2F,	Not Applicable – No expenses will be charged to investors by the Issuer.

RISK FACTORS

This section sets out the risks the Issuers and the Guarantor believe to be the most essential to a prospective investor when assessing of whether to consider an investment in the Notes. However, investors should note that there is a wide range of factors which individually or together could result in the Issuers and/or the Guarantor being unable to make all payments due. It is not possible to identify all of these factors or to determine which factors are most likely to occur. This is because the Issuers and the Guarantor may not be aware of all relevant factors and certain factors which they currently deem not to be material may become material as a result of events that are beyond their control.

RISK FACTORS

The following section applies to both Exempt Notes and Non-exempt Notes.

In purchasing Notes, investors assume the risk that the Issuers and the Guarantor may become insolvent or otherwise be unable to make all payments due in respect of the Notes or under the relevant Guarantee. There is a wide range of factors which individually or together could result in the Issuers or the Guarantor becoming unable to make all payments due. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuers and the Guarantor may not be aware of all relevant factors and certain factors which they currently deem not to be material may become material as a result of the occurrence of events outside the Issuers' and the Guarantor's control. The Issuers and the Guarantor have identified in this Base Prospectus a number of factors which could materially adversely affect their businesses and ability to make payments due.

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.

Before making an investment decision with respect to any Notes issued under the Programme, prospective investors should consult their own stockbroker, bank manager, lawyer, accountant or other financial, legal and tax advisers and carefully review the risks entailed by an investment in the Notes and consider such an investment decision in the light of the prospective investor's personal circumstances.

Words and expressions defined elsewhere in this Base Prospectus shall have the same meaning in this section.

(I) ***Factors that may affect the Issuers' and the Guarantor's ability to fulfil their obligations under Notes issued under the Programme***

(A) **Risk factors relating to the business of BNP Paribas Fortis SA/NV**

(i) *Difficult market and economic conditions could in the future have a material adverse effect on the operating environment for financial institutions and hence on BNPPF's financial condition, results of operations and cost of risk.*

As part of a global financial institution, the BNPPF's businesses can be highly sensitive to changes in the financial markets and economic conditions generally in Europe (especially in Belgium and Luxembourg). In recent years, BNPPF has been, and may again in the future be confronted with a significant deterioration of market and economic conditions resulting, among other things, from crises affecting sovereign debt, the capital markets, credit or liquidity markets, regional or global recessions, sharp fluctuations in commodity prices (including oil), currency exchange rates or interest rates, volatility in prices of financial derivatives, inflation or deflation, corporate or sovereign debt rating downgrades, restructurings or defaults, or adverse political and geopolitical events (such as natural disasters, pandemics, societal unrest, geopolitical tensions, acts of terrorism and military conflicts). Such disruptions, which may develop quickly and hence not be fully hedged, could affect the operating environment for financial institutions for short or extended periods and have a material adverse effect on BNPPF's financial condition, results of operations or cost of risk.

Economies in BNPPF's principal markets and, generally speaking, globally, experienced growth in 2017 and the cyclical recovery may continue in 2018. There are nonetheless downside risks arising from factors such as evolving monetary policies (and, in particular, the risk of sharper-than-expected tightening leading to financial turbulence), trends in inflation, geographical tensions, protectionist tendencies and possible volatility in financial or commodity markets.

Moreover, a resurgence of sovereign debt tensions cannot be ruled out, particularly in a rising interest rate environment with increasing funding costs. In particular, European markets experienced significant disruptions at various points in recent years from this source, initially originating from concerns regarding the ability of certain countries or institutions in the euro zone to refinance their debt obligations. These disruptions have in certain periods caused tightened credit markets, increased volatility in the exchange rate of the euro against other major currencies, affected the levels of stock market indices and created uncertainty regarding the economic prospects of certain countries in the European Union as well as the quality of bank loans to sovereign debtors in the European Union. BNPPF holds and may in the future hold substantial portfolios of sovereign debt and has and may in the future have substantial amounts of loans outstanding to sovereign borrowers; a new sovereign debt crisis could cause it to incur impairment charges or losses on sales. BNPPF also participates in the interbank financial market and as a result, is indirectly exposed to risks relating to financial institutions with which it does business. More generally, the sovereign debt crisis had, and could again in the future have, an indirect impact on financial markets and, increasingly, economies in Europe and worldwide, and more generally on the environment in which BNPPF operates.

If economic conditions generally or in Europe in particular (the latter due to any of the above generally applicable factors or to the heightened risk of or even the occurrence of a sovereign default, the failure of a significant financial institution or the exit of a country or territory from the euro zone or the European Union) were to deteriorate the resulting market disruptions could have a significant adverse impact on the credit quality of BNPP's customers and financial institution counterparties, on market parameters such as interest rates, foreign exchange rates and stock market indices, and on BNPP's results of operations, liquidity, ability to raise financing on acceptable terms and financial condition.

The United Kingdom's referendum to leave the European Union may lead to significant uncertainty, volatility and disruption in European and broader financial and economic markets and hence may adversely affect BNPPF's operating environment.

On 23 June 2016, the United Kingdom held a referendum in which a majority of its voters opted to leave the European Union ("**Brexit**") and on 29 March 2017 the UK Government has invoked Article 50 of the Lisbon Treaty relating to withdrawal. Under Article 50, the Treaty on the European Union and the Treaty on the Functioning of the European Union cease to apply in the relevant state from the date of entry into force of a withdrawal agreement, or, failing that, two years after the notification of intention to withdraw, although this period may be extended in certain circumstances. The United Kingdom will begin negotiations to determine its relationship with the European Union going forward, including regarding trade, financial and legal arrangements. The nature, timing and economic and political effects of Brexit remain highly uncertain and will depend upon the results of future negotiations between the United Kingdom and the European Union, and hence may adversely affect BNPPF's operating environment and therefore its results and financial condition

(ii) *Legislative action and regulatory measures taken in response to the global financial crisis may materially impact BNPPF and the financial and economic environment in which it operates*.

In the past few years, laws and regulations recently have been enacted, adopted or proposed in particular in Europe and the United States, with a view to introduce a number of changes, some permanent, in the financial environment. The impact of the new measures has changed substantially the environment in which BNPPF and other financial institutions operate. The new measures that have been or may be proposed and adopted include more stringent capital and liquidity requirements (particularly for large global banking groups such as BNPP Group), taxes on financial transactions, restrictions and increased taxes on employee compensation over specified levels, restrictions on certain types of activities considered as speculative undertaken by commercial banks that will be prohibited or need to be ring-fenced in subsidiaries (particularly proprietary trading), restrictions or prohibitions on certain types of financial products or activities, enhanced recovery and resolution regimes, revised risk-weighting methodologies, increased internal control and reporting requirements with respect to certain activities, more stringent governance and conduct of business rules, more

extensive market abuse regulations, measures to improve the transparency and efficiency of financial markets and in particular to regulate high frequency trading, increased regulation of certain types of financial products including mandatory reporting of derivative and securities financing transactions, requirements either to mandatorily clear, or otherwise mitigate risks in relation to, over-the-counter derivative transactions (including through posting of collateral in respect of non-centrally cleared derivatives), and the creation of new and strengthened regulatory bodies. Many of these measures have been adopted and are already applicable to BNPPF. The principal such measures are summarized below.

At the European level, many of the provisions of the EU Directive and Regulation on prudential requirements "**CRD 4/CRR**" dated 26 June 2013, implementing the Basel III capital requirements, took effect as of 1 January 2014 and many delegated and implementing acts provided for in the Directive and Regulation CRD 4/CRR were adopted in 2014. The prudential ratio requirements and the designation of BNPPF as a systemically important financial institution increased BNPPF's prudential requirements and may limit its ability to extend credit or to hold certain assets, particularly those with longer maturities. In 2011-2012, BNPPF implemented an adaptation plan in anticipation of these requirements, including reducing its balance sheet and bolstering its capital. In addition, the Financial Stability Board published on 9 November 2015 the final principles and term sheet regarding TLAC (or "total loss absorbing capacity"), which will require "Global Systemically Important Banks" (including BNPPF) to maintain a significant amount of liabilities and instruments readily available for bail-in, in addition to the Basel III capital requirements, in order to enable authorities to implement an orderly resolution that minimises impacts on financial stability, maintains the continuity of critical functions, and avoids exposing public funds to loss. Given the timing and manner of their adoption, the full impact of TLAC requirements on BNPPF cannot be accurately predicted and could cause its financing costs to increase.

Regarding the European "Banking Union", the European Union adopted, in October 2013, a Single Supervisory Mechanism ("**SSM**") under the supervision of the ECB; as a consequence, since November 2014, BNPPF, along with all institutions qualified as important in the euro zone, are now under the direct supervision of the ECB, with respect to prudential regulation matters entrusted to the ECB by Council Regulation dated 15 October 2013. Within the SSM, the ECB is, in particular, tasked with carrying out an annual supervisory review and evaluation process ("**SREP**") and stress tests, in connection with which it has powers to require banks to hold capital requirements in excess of minimum capital requirements in order to address specific risks (so-called "Pillar 2" requirements), and more generally to impose additional liquidity requirements and possibly other regulatory measures. Such measures could have an adverse impact on BNPPF's results of operations and financial condition.

In addition to the SSM, the EU Bank Recovery and Resolution Directive of 15 May 2014 ("**BRRD**"), implemented in Belgium by the Belgian Banking Law of 25 April 2014, the Royal Decree of 18 December 2015 and the Royal Decree of 26 December 2015 amending the law of 25 April 2014, and the Act of 27 June 2016 strengthens the tools to prevent and resolve banking crises, in particular, in order to ensure that any losses are borne in priority by banks' creditors and shareholders and to minimize taxpayers' exposure to losses and provides for the implementation of resolution funds at the national levels. Under the BRRD and the Law of 25 April 2014, the ACPR or the Single Resolution Board (the "**SRB**"), which was established by Regulation of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism ("**SRM**") and a Single Resolution Fund ("**SRF**"), may commence resolution proceedings in respect of a banking institution, such as BNPPF, with a view to ensure the continuity of critical functions, to avoid the risks of contagion and to recapitalize or restore the viability of the institution. Resolution tools are to be implemented so that, subject to certain exceptions, losses are borne first by shareholders, then by holders of capital instruments (such as subordinated bonds) qualifying as additional tier 1 and tier 2 instruments, and finally by creditors in accordance with the order of their claims in normal insolvency

proceedings. Certain powers, including the power to write-down capital instruments (including subordinated bonds), can also be exercised as a precautionary measure, outside of resolution proceedings. The implementation of these tools and powers may result in significant structural changes to the relevant financial institutions (including as a result of asset or business sales or the creation of bridge institutions) and in a partial or total write-down of claims of their shareholders and creditors (including subordinated and senior creditors).

Pursuant to the SRM, on 19 December 2014, the Council adopted the proposal for a Council implementing act to calculate the contributions of banks to the SRF, which replaces national resolution funds as from 1 January 2016 and provides for annual contributions to the SRF to be made by banks calculated on the basis of their liabilities, excluding own funds and covered deposits and adjusted for risks. Moreover, the Regulation of the European Commission dated 21 October 2014, adopted pursuant to the BRRD provides for an obligation for banks to have adequate financial resources to ensure the effective application of the resolution tools and powers by the relevant resolution authority. In this context, the resolution authorities, such as the ACPR or the SRB, shall determine the annual contributions to be paid to resolution financing arrangements by each banking institution in proportion to its risk profile. As a consequence, contributions to the SRF and to resolution financing arrangements will be significant for BNPPF, will result in an increase in fees and will, as a consequence, weigh on BNPPF's results of operations.

Moreover, the Directive of 16 April 2014 on deposit guarantee schemes, transposed into Belgian law by the Law of 25 April 2014 created national deposit guarantee schemes. Other proposals for legislative and regulatory reforms could also have an impact if they were enacted into law. Thus, a draft European Parliament Regulation dated 24 November 2015 completed such Directive of 16 April 2014 through a step plan to create a European deposit insurance scheme that will progressively cover all or part of participating national deposit guarantee schemes.

Furthermore, a proposal for a Regulation of the European Parliament and of the Council of 29 January 2014 on structural measures improving the resilience of EU credit institutions, as amended on 19 June 2015, would prohibit certain proprietary trading activities by European credit institutions that meet certain criteria (particularly as to size) and require them to conduct certain high-risk trading activities only through subsidiaries.

Finally, new regulations designed to enhance the transparency and soundness of financial markets, such as the so-called "EMIR" Regulation of 4 July 2012 on OTC derivatives, central counterparties and trade repositories and the measures adopted or to be adopted thereunder (including in relation to collateral requirements for non-centrally cleared derivatives), Regulation of 25 November 2015 on transparency of securities financing transactions and Directive and Regulation of 15 May 2014 on markets in financial instruments ("**MiFID II**") may be a source of additional uncertainty and compliance risk and, more generally, the costs incurred due to the implementation of such regulations may have a negative impact on the profitability of certain activities currently conducted by BNPPF and weigh on BNPPF's results of operations and financial condition.

Bank regulation in the United States has been substantially changed and expanded in the wake of the financial crisis, including most recently as follows. The U.S. Federal Reserve's final rule imposing enhanced prudential standards on the U.S. operations of large foreign banks required BNPP, the parent company of BNPPF, to designate or create an intermediate holding company ("**IHC**") for its U.S. subsidiaries by 1 July 2016 which is required to comply with risk-based and leverage capital requirements, liquidity requirements, supervisory stress testing and capital planning requirements as well as other prudential requirements on a stand-alone basis. Under proposals that remain under consideration, the IHC and the combined U.S. operations of BNPP may become subject to limits on credit exposures to any single counterparty, and the combined U.S. operations of BNPP may also become subject to an early remediation regime which could be triggered by risk-based capital, leverage, stress tests, liquidity, risk management and market indicators. The Federal Reserve has also indicated that it is considering future rulemakings that could apply the U.S. rules implementing the

Basel III liquidity coverage ratio to the U.S. operations of certain large foreign banking organizations. On 30 November 2015, the U.S. Federal Reserve published proposed rules that would implement in the United States the Financial Stability Board's standards for a TLAC framework. The proposed rules would require, among other things, BNPP's intermediate U.S. holding company to maintain minimum amounts of "internal" TLAC, which would include minimum levels of tier 1 capital and long-term debt satisfying certain eligibility criteria and a related TLAC buffer commencing 1 January 2019. BNPP's intermediate U.S. holding company would be required to issue all such TLAC instruments to a foreign parent entity (a non-U.S. entity that controls the intermediate holding company). The proposed rules would also impose limitations on the types of financial transactions that BNPP's intermediate holding company could engage in. Finally, the "Volcker Rule", adopted by the U.S. regulatory authorities in December 2013, places certain restrictions on the ability of U.S. and non-U.S. banking entities, including BNPP and its affiliates, to engage in proprietary trading and to sponsor or invest in private equity and hedge funds. BNPP was generally required to come into compliance with the Volcker Rule by July 2015 , although the Federal Reserve Board extended the conformance deadline for pre-2014 "legacy" investments in and relationships with private equity funds and hedge funds until 21 July 2017. The Volcker Rule's implementing regulations are highly complex and may be subject to further regulatory interpretation and guidance, and its full impact will not be known with certainty for some time. U.S. regulators have also recently adopted or proposed new rules regulating OTC derivatives activities under Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act. In late 2015, the U.S. Federal Reserve and other U.S. banking regulators finalized margin requirements applicable to uncleared swaps and security-based swaps entered into by swap dealers, major swap participants, security-based swap dealers and major security-based swap participants that are regulated by one of the U.S. banking regulators, including BNPP. These margin requirements, which are scheduled to come into effect in phases beginning in September 2016, will require BNPP to post and collect additional, high-quality collateral for certain transactions, which will increase the costs of uncleared swaps and security-based swaps offered by BNPP to its customers who are "U.S. persons" as defined under the rules which apply globally. The U.S. Securities and Exchange Commission also finalized rules in 2015 requiring the registration of security-based swap dealers and major security-based swap participants as well as obligations relating to transparency and mandatory reporting of security-based swap transactions. Further rules and regulations are expected in 2018 and 2019 to complete this regulatory framework. The scope and timing for the implementation of these requirements, and therefore their impact on BNPP's swap business, is difficult to predict at this stage.

In sum, extensive legislative and regulatory reform in respect of financial institutions has been enacted in recent years and some remains in progress. It is impossible to accurately predict which additional measures will be adopted or to determine the exact content of such measures and, given the complexity and uncertainty of a number of these measures, their ultimate impact on BNPPF. The overall effect of these measures, whether already adopted or in the process of being adopted, may be to restrict BNPPF's ability to allocate and apply capital and funding resources, limit its ability to diversify risk, reduce the availability of certain funding and liquidity resources, increase its funding costs, increase the cost for or reduce the demand for the products and services it offers, result in the obligation to carry out internal reorganizations, structural changes or divestitures, affect its ability to conduct (or impose limitations on) certain types of business as currently conducted, limit its ability to attract and retain talent, and, more generally, affect its competitiveness and profitability, which would in turn have an adverse effect on its business, financial condition, and results of operations.

(iii) *BNPPF's access to and cost of funding could be adversely affected by a deterioration of the euro zone sovereign debt crisis, worsening economic conditions, a ratings downgrade, increases in credit spreads or other factors.*

The financial crisis, the Euro-zone sovereign debt crisis as well as the general macroeconomic environment adversely affected the availability and cost of funding for European banks during the past few years. This was due to several factors, including a sharp increase in the perception of bank credit risk due to their exposure to sovereign debt in particular, credit rating downgrades of sovereigns and

of banks, and debt market speculation. Many European banks, including BNPPF, experienced restricted access to wholesale debt markets and to the interbank market, as well as a general increase in their cost of funding. Accordingly, reliance on direct borrowing from the European Central Bank increased substantially. Were such adverse credit market conditions to persist for an extended period or worsen due to factors relating to the economy or the financial industry in general or to BNPPF in particular (such as ratings downgrades), the effect on the liquidity of the European financial sector in general and BNPPF in particular could be materially adverse and have a negative impact on BNPPF's results of operations and financial condition.

BNPPF's cost of funding may also be influenced by the credit rating on its long-term debt. Any downgrade in the credit ratings by any of the three principal rating agencies may increase BNPPF borrowing costs.

BNPPF's cost of obtaining long-term unsecured funding from market investors is also directly related to its credit spreads, which in turn depend to a certain extent on its credit ratings. Increases in credit spreads can significantly increase BNPPF's cost of funding. Changes in credit spreads are continuous, market-driven, and subject at times to unpredictable and highly volatile movements. Credit spreads are also influenced by market perceptions of creditworthiness of BNPPF.

(iv) *The prolonged low interest rate environment carries inherent systemic risks.*

The prolonged period of low interest rates since the 2008/2009 financial crisis may have contributed to, and may continue to contribute to, excessive risk-taking by financial market participants such as lengthening maturities of financings and assets held, more lenient lending standards and increased leveraged lending. Certain of the market participants that may have taken or may take additional or excessive risk are of systemic importance, and any unwinding of their positions during periods of market turbulence or stress (and hence reduced liquidity) could have a destabilizing effect on markets and could lead BNPPF to record operating losses or asset impairments.

(v) *Risks related to the implementation of BNPP Group's strategic plans.*

The BNPP Group has announced and presented a strategic plan for the 2017-2020 period on 7 February 2017. This plan contemplates a number of initiatives, including the implementation of new customer pathways, the digital transformation of BNPP Group, continuing to improve operating efficiency and various business development initiatives.

The plan includes a number of financial targets and objectives relating to net banking income, operating costs, net income, capital adequacy ratios and return on equity, among other things. These financial targets and objectives were established primarily for purposes of internal planning and allocation of resources, and are based on a number of assumptions with regard to business and economic conditions.

The BNPP Group's actual results could vary significantly from these targets and objectives for a number of reasons, including the occurrence of one or more of the risk factors described elsewhere in this section.

Additionally, as part of the BNPP Group's commitment to environmental responsibility within its CSR policy, it has announced a number of initiatives to support the energy transition towards a low-carbon economy, including a reduction in financing for energies with the most negative environmental impact. These measures (and any future ones along similar lines) may in certain cases adversely affect the BNPP Group's results in the relevant sectors.

(vi) *A substantial increase in new provisions or a shortfall in the level of previously recorded provisions could adversely affect BNPPF's results of operations and financial condition.*

In connection with its lending activities, BNPPF regularly establishes provisions for loan losses, which are recorded in its profit and loss account under "cost of risk". BNPPF's overall level of provisions is based on its assessment of prior loss experience, the volume and type of lending being conducted, industry standards, past due loans, economic conditions and other factors related to the recoverability of various loans. Although BNPPF seeks to establish an appropriate level of provisions, its lending businesses may have to increase their provisions for loan losses substantially in the future as a result of deteriorating economic conditions or other causes. Any significant increase in provisions for loan losses or a significant change in BNPPF's estimate of the risk of loss inherent in its portfolio of non-impaired loans, as well as the occurrence of loan losses in excess of the related provisions, could have a material adverse effect on BNPPF's results of operations and financial condition.

BNPPF also establishes provisions for contingencies and charges including in particular provisions for litigations. Any loss arising from a risk that has not already been provisioned or that is greater than the amount of the provision would have a negative impact on BNPPF's results of operation and, potentially, its financial condition.

(vii) *BNPPF may incur significant losses on its trading and investment activities due to market fluctuations and volatility.*

BNPPF maintains trading and investment positions in the debt and currency markets, and in private equity, property and other assets, including through derivative contracts. These positions could be adversely affected by volatility in financial and other markets, i.e. the degree to which prices fluctuate over a particular period in a particular market, regardless of market levels. The capital and credit markets have been experiencing unprecedented volatility and disruption since mid-2007 and particularly since the bankruptcy filing of Lehman Brothers in mid-September 2008. As a result BNPPF incurred significant losses on its trading and investment activities. There can be no assurance that this extreme volatility and market disruption will not re-occur in the future but BNPPF has taken action, where possible, to decrease the trading exposure and to decrease the size of the potential losses on its trading activities as a result. Volatility trends (or other trends in parameters that are sensitive to market fluctuations such as correlations) that prove substantially different from BNPPF's expectations may lead to losses relating to a broad range of other trading and hedging products BNPPF uses, including swaps, forwards and futures, options and structured products.

To the extent that BNPPF owns assets, or has net long positions, in any of those markets, a market downturn could result in losses from a decline in the value of its ALM positions. Conversely, to the extent that BNPPF has sold assets that it does not own or has net short positions in any of those markets, a market upturn could, in spite of the existing limitation of risks and control systems, expose it to potentially substantial losses as it attempts to cover its net short positions by acquiring assets in a rising market. BNPPF may from time to time hold a long position in one asset and a short position in another, in order to hedge transactions with clients and/or from which it expects to gain based on changes in the relative value of the two assets. If, however, the relative value of the two assets changes in a direction or manner that BNPPF did not anticipate or against which it is not hedged, BNPPF might realise a loss on those paired positions. Such losses, if significant, could adversely affect BNPPF's results and financial condition.

(viii) *BNPPF may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns.*

Financial and economic conditions affect the number and size of transactions for which BNPPF provides securities underwriting, financial advisory and other investment banking services. BNPPF's revenues, which include fees from these services, are directly related to the number and size of the transactions in which it participates and can thus be significantly affected by economic or financial changes that are unfavourable to its Investment Banking business and clients. In addition, because the fees that BNPPF charges for managing its clients' portfolios are in many cases based on the value or on the performance of those portfolios, a market downturn that reduces the value of its clients' portfolios or increases the amount of withdrawals would reduce the revenues BNPPF receives from its asset management, equity derivatives and private banking businesses. Even in the absence of a market downturn, below-market performance by BNPPF's mutual funds may result in increased withdrawals and reduced inflows, which would reduce the revenues BNPPF receives from its asset management business and could have an impact on the goodwill account of group entities such as BNP Paribas Investment Partners.

During recent market downturns in the last couple of years, BNPPF experienced all of these effects and a corresponding decrease in revenues in the relevant business lines. There can be no assurance that BNPPF will not experience similar trends in future market downturns, which may occur periodically and unexpectedly.

(ix) *Protracted market declines can reduce liquidity in the markets, making it harder to sell assets and possibly leading to material losses.*

In some of BNPPF's businesses, protracted market movements, particularly asset price declines, can reduce the level of activity in the market or reduce market liquidity. These developments can lead to material losses if BNPPF cannot close out deteriorating positions in a timely way. This is particularly true for assets that are intrinsically illiquid. Assets that are not traded on stock exchanges or other public trading markets, such as certain derivative contracts between financial institutions, may have values that BNPPF calculates using models rather than publicly-quoted prices. Monitoring the deterioration of prices of assets like these is difficult and could lead to unanticipated losses.

(x) *BNPPF is subject to extensive and evolving regulatory regimes in the countries and regions in which it operates.*

BNPPF is exposed to the risk of legislative or regulatory changes in all of the countries in which it operates, including, but not limited to, the following:

- monetary, liquidity, interest rate and other policies of central banks and regulatory authorities;
- general changes in government or regulatory policy that may significantly influence investor decisions, in particular in the markets in which BNPPF operates;
- general changes in regulatory requirements applicable to the financial industry, such as rules relating to applicable capital adequacy and liquidity frameworks;
- general changes in securities regulations, including financial reporting and market abuse regulations;
- general changes in the regulation of market infrastructures, such as trading venues, central counterparties, central securities depositories, and payment and settlement systems;

- changes in tax legislation or the application thereof;
- changes in accounting norms;
- changes in rules and procedures relating to internal controls; and
- expropriation, nationalisation, confiscation of assets and changes in legislation relating to foreign ownership.

These changes, the scope and implications of which are highly unpredictable, could substantially affect BNPPF, and have an adverse effect on its business, financial condition and results of operations. Some reforms not aimed specifically at financial institutions, such as measures relating to the funds industry or promoting technological innovation (such as open data projects), could facilitate the entry of new players in the financial services sector or otherwise affect BNPPF's business model, competitiveness and profitability, which could in turn affect its financial condition and results of operations.

BNPPF may incur substantial fines and other administrative and criminal penalties for non-compliance with applicable laws and regulations, and may also incur losses in related (or unrelated) litigation with private parties.

Apart from the potential legislative or/and regulatory changes as stated above, certain local authorities in the jurisdictions in which BNPPF operates may publish from time to time certain position papers or communications (each, a "Communication"), relating to the placement or distribution of financial instruments, that may contain certain restrictive measures or guidelines on the application of certain provisions or rights of an issuer or/and of a distributor of financial instruments in these jurisdictions. Such Communications may affect the business of BNPPF because (i) the relevant competent authority may in practice prevent an issuer of financial instruments from using certain of its rights, (ii) even if not binding on the courts as such, a Communication may be persuasive, (iii) it may be applicable immediately without any transition period and/or it may be designed as a dynamic document that can be amended over time without prior notice, and (iv) certain matters covered by a Communication may be subject to interpretation and there is then no legal certainty that BNPPF will comply with that Communication.

(xi) *Significant interest rate changes could adversely affect BNPPF's revenues or profitability.*

The amount of net interest income earned by BNPPF during any given period significantly affects its overall net banking income and profitability for that period. Interest rates are sensitive to many factors beyond BNPPF's control, such as the level of inflation and the monetary policies of states, and government decisions relating to regulated savings rates. Changes in market interest rates could affect the interest rates charged on interest-earning assets differently than the interest rates paid on interest-bearing liabilities. Any adverse change in the yield curve could cause a decline in BNPPF's net interest income from its lending activities. In addition, maturity mismatches and increases in the interest rates relating to BNPPF's short-term financing may adversely affect BNPPF's profitability.

(xii) *The prolonged low interest rate environment carries inherent systemic risks.*

The prolonged period of low interest rates since the 2008/2009 financial crisis may have contributed to, and may continue to contribute to, excessive risk-taking by financial market participants such as lengthening maturities of financings and assets held, more lenient lending standards and increased leveraged lending. Certain of the market participants that may have taken or may take additional or excessive risk are of systemic importance, and any unwinding of their positions during periods of market turbulence or stress (and hence reduced liquidity) could have a destabilizing effect on markets and could lead BNPPF to record operating losses or asset impairments.

(xiii) *The soundness and conduct of other financial institutions and market participants could adversely affect BNPPF.*

BNPPF's ability to engage in funding, investment and derivative transactions could be adversely affected by the soundness of other financial institutions or market participants. Financial services institutions are interrelated as a result of trading, clearing, counterparty, funding or other relationships. As a result, defaults, or even rumours or questions about, one or more financial services institutions, or the financial services industry generally, may lead to market-wide liquidity problems and could lead to further losses or defaults. BNPPF has exposure to many counterparties in the financial industry, directly and indirectly, including brokers and dealers, commercial banks, investment banks, mutual and hedge funds, and other institutional clients, with which it regularly executes transactions. BNPPF can also be exposed to the risks related to the increasing involvement in the financial sector of players subject to little or no regulations (unregulated funds, trading venues or crowdfunding platforms). BNPPF is exposed to credit and counterparty risk in the event of default or financial distress of BNPPF's counterparties or clients. In addition, BNPPF's credit risk may be exacerbated when the collateral held by it cannot be realised upon or is liquidated at prices not sufficient to recover the full amount of the loan or derivative exposure due to BNPPF or in case of a failure of a significant financial market participant such as a central counterparty. It is worth noting in this respect that regulatory changes requiring mandatory clearing of standardized over-the-counter (OTC) derivatives through central counterparties have resulted in an increase of the exposure of financial market participants to such central counterparties.

In addition, fraud or misconduct by financial market participants can have a material adverse effect on financial institutions due to the interrelated nature of the financial markets. An example is the fraud perpetrated by Bernard Madoff, as a result of which numerous financial institutions globally have announced losses or exposure to losses in substantial amounts.

There can be no assurance that any losses resulting from the risks summarised above will not materially and adversely affect BNPPF's results of operations.

(xiv) *BNPPF's competitive position could be harmed if its reputation is damaged.*

In the highly competitive environment arising from globalisation and convergence in the financial services industry, a reputation for financial strength and integrity is critical to BNPPF's ability to attract and retain customers. BNPPF's reputation could be harmed if it fails to adequately promote and market its products and services. BNPPF's reputation could also be damaged if, as it increases its client base and the scale of its businesses, BNPPF's comprehensive procedures and controls dealing with conflicts of interest fail, or appear to fail, to address conflicts of interest properly. At the same time, BNPPF's reputation could be damaged also by other compliance risks, including but not limited to, employee misconduct, misconduct or fraud by market participants or funds to which BNPPF is exposed, a decline in, a restatement of, or corrections to its financial results, as well as any adverse legal or regulatory action. Such risks to reputation have recently increased as a result of the growing use of social networks within the economic sphere. The loss of business that could result from damage to BNPPF's reputation could have an adverse effect on its results of operations and financial position.

(xv) *An interruption in or a breach of BNPPF's information systems may result in material losses of client or customer information, damage to BNPPF's reputation and lead to financial losses.*

As with most other banks, BNPPF relies heavily on communications and information systems to conduct its business. This dependency has increased with the spread of mobile and online banking services (as illustrated by the launch of Hello bank! in 2014), and the development of cloud computing. Any failure or interruption or breach in security of these systems could result in failures or

interruptions in BNPPF's customer relationship management, general ledger, deposit, servicing and/or loan organisation systems. BNPPF cannot provide assurances that such failures or interruptions will not occur or, if they do occur, that they will be adequately addressed. An increasing number of companies (including financial institutions) have in recent years experienced intrusion attempts or even breaches of their information technology security, some of which have involved sophisticated and highly targeted attacks on their computer networks. Because the techniques used to obtain unauthorised access, disable or degrade service, steal confidential data or sabotage information systems have become more sophisticated, change frequently and often are not recognised until launched against a target, BNPPF may be unable to anticipate these techniques or to implement in a timely manner effective and efficient countermeasures. In spite of the existing control systems, BNPPF cannot provide assurances that such failures or interruptions will not occur or, if they do occur, that they will be adequately addressed. The occurrence of any failures or interruptions in BNPPF's information systems and any subsequent disclosure of confidential information related to any client, counterpart or employee of BNPPF (or any other person) or any intrusion or attack against BNPPF's communication system could have an adverse effect on BNPPF's reputation, financial condition and results of operations.

In recent years, financial institutions have been impacted by a number of cyber incidents, notably involving large-scale alterations of data which compromise the quality of financial information. This risk remains today and BNPPF, like other banks, has taken measures to implement systems to deal with cyber attacks that could destroy or damage data and critical systems and hamper the smooth running of its operations. Moreover, the regulatory and supervisory authorities are taking initiatives to promote the exchange of information on cyber security and cyber criminality in order to improve the security of technological infrastructures and establish effective recovery plans after a cyber incident.

(xvi) *Unforeseen external events can interrupt BNPPF's operations and cause substantial losses and additional costs.*

Unforeseen events such as an adverse change in the political, military or diplomatic environments, political and social unrest, severe natural disasters, terrorist attacks, military conflicts or other states of emergency could affect the demand for the products and services offered by BNPPF, or lead to an abrupt interruption of BNPPF's operations and, to the extent not covered by insurance, could cause substantial losses that may not necessarily be covered by an insurance policy. Such losses can relate to property, financial assets, trading positions and key employees. Such unforeseen events could also lead to temporary or longer-term business interruption, additional costs (such as relocation of employees affected) and increase BNPPF's costs (particularly insurance premiums).

The Bank is exposed to country risk, meaning the risk that economic, financial, political or social conditions of a foreign country, especially a country in which it operates, will affect its financial interests.

BNPPF is exposed to regulatory compliance risk, such as the inability to comply fully with the laws, regulations, codes of conduct, professional norms or recommendations applicable to the financial services industry. This risk is exacerbated by the adoption by different countries of multiple and occasionally diverging and even conflicting legal or regulatory requirements. Besides damage to BNPPF's reputation and private rights of action, non-compliance could lead to significant legal proceedings, fines and expenses, public reprimand, enforced suspension of operations or, in extreme cases, withdrawal of operating licenses. This risk is further exacerbated by continuously increasing regulatory oversight. This is the case in particular with respect to money laundering, the financing of terrorist activities or transactions with countries that are subject to economic sanctions.

(xvii) *Notwithstanding BNPPF risk management policies, procedures and methods, it could still be exposed to unidentified or unanticipated risks, which could lead to material losses.*

BNPPF has devoted significant resources to developing its risk management policies, procedures and assessment methods and intends to continue to do so in the future. Nonetheless, BNPPF's risk management techniques and strategies may not be fully effective in mitigating its risk exposure in all economic and market environments or against all types of risk, particularly risks that BNPPF may have failed to identify or anticipate. BNPPF's ability to assess the creditworthiness of its customers or to estimate the values of its assets may be impaired if, as a result of market turmoil such as that experienced in recent years, the models and approaches it uses become less predictive of future behaviour, valuations, assumptions or estimates. Some of BNPPF's qualitative tools and metrics for managing risk are based on its use of observed historical market behaviour. BNPPF applies statistical and/or other tools to these observations to arrive at quantifications of its risk exposures. The process used to estimate losses inherent in its credit exposure or to estimate the value of certain assets requires difficult, subjective, and complex judgments, including forecasts of economic conditions and how these economic predictions might impair the ability of its borrowers to repay their loans or impact the value of assets, which may, during periods of market disruption, be incapable of accurate estimation and, in turn, impact the reliability of the process. These tools and metrics may fail to predict future risk exposures, e.g. if BNPPF does not anticipate or correctly evaluate certain factors in its statistical models, or upon the occurrence of an event deemed extremely unlikely by the tools and metrics. This would limit BNPPF's ability to manage its risks. BNPPF's losses could therefore be significantly greater than the historical measures indicate. In addition, BNPPF's quantified modelling does not take all risks into account. Its more qualitative approach to managing certain risks could prove insufficient, exposing it to material unanticipated losses.

(xviii) *BNPPF's hedging strategies may not prevent losses.*

If any of the variety of instruments and strategies that BNPPF uses to hedge its exposure to various types of risk in its businesses is not effective, BNPPF may incur losses. Many of its strategies are based on historical trading patterns and correlations. For example, if BNPPF holds a long position in an asset, it may hedge that position by taking a short position in another asset where the short position has historically moved in a direction that would offset a change in the value of the long position.

However, the hedging strategies may not protect against all future risks or may not be fully effective in mitigating BNPPF's risk exposure in all market environments or against all types of risk in the future. Unexpected market developments may also reduce the effectiveness of BNPPF's hedging strategies. In addition, the manner in which gains and losses resulting from certain ineffective hedges are recorded may result in additional volatility in BNPPF's reported earnings.

(xix) *Intense competition in the financial services industry could adversely affect BNPPF revenues and profitability.*

There is substantial competition in Belgium, Luxembourg and the other regions in which BNPPF carries on business for the types of banking, asset management and insurance, and other products and services BNPPF provides.

Such competition is most pronounced in the core Benelux markets of BNPPF where BNPPF faces competition from companies such as KBC Bank, ING Group, Belfius and BIL. As a result, BNPPF's strategy is to maintain customer loyalty and retention, which can be influenced by a number of factors, including service levels, the prices and attributes of products and services, financial strength and actions taken by competitors. If BNPPF is unable to compete with attractive product and service

offerings that are profitable, BNPPF may lose market share or incur losses on some or all of BNPPF's activities.

Competitive pressures could result in increased pricing pressures on a number of BNPPF's products and services, particularly as competitors seek to win market share, and may harm BNPPF's ability to maintain or increase profitability.

In addition, competition in the banking industry could intensify as a result of consolidation in the financial services area or as a result of the presence of new players in the payment and the financing services area or the development of crowdfunding. In particular, competitors subject to less extensive regulatory requirements or to less strict capital requirements (e.g., debt funds, shadow banks), or benefiting from economies of scale, data synergies or technological innovation (e.g., internet and mobile operators, fintechs), could be more competitive. If BNPPF is unable to respond to the competitive environment in Benelux by offering attractive and profitable product and service solutions, it may lose market share in key areas of its business or incur losses on some or all of its activities. In addition, downturns in the economies of its principal markets could add to the competitive pressure, through, for example, increased price pressure and lower business volumes for BNPPF and its competitors. It is also possible that the increased presence in the global marketplace of nationalised financial institutions, or financial institutions benefiting from State guarantees or other similar advantages, following the recent financial crisis or the imposition of more stringent requirements (particularly capital requirements and activity restrictions) on larger or systematically significant financial institutions could lead to distortions in competition in a manner adverse to large private-sector institutions such as BNPPF.

(xx) *Litigation or other proceedings or actions may adversely affect BNPPF's business, financial condition and results of operations.*

In its normal course of business, BNPPF is subject to the risk of litigation by customers, employees or others through private actions, class actions, administrative proceedings, regulatory actions or other litigation. The outcome of litigation or similar proceedings or actions is difficult to assess or quantify. Plaintiffs in these types of actions may seek recovery of large or indeterminate amounts or other remedies that may affect BNPPF's ability to conduct business, and the magnitude of the potential loss relating to such actions may remain unknown for substantial periods of time. The cost to defend future actions may be significant. There may also be adverse publicity associated with litigation that could decrease customer acceptance of BNPPF's services, regardless of whether the allegations are valid or whether BNPPF is ultimately found liable. As a result, the possibility cannot be ruled out that the outcome of such litigations or investigations may adversely affect BNPPF's business, financial condition and results of operations.

Furthermore, several (previous) shareholders and organisations representing shareholders of Ageas SA/NV (previously Fortis SA/NV and Fortis N.V.) have initiated proceedings in Belgium and in The Netherlands against, amongst others, BNPPF in connection with events and developments in respect of the former Fortis group between May 2007 and October 2008, amongst others in connection with the rights issue of Ageas SA/NV in October 2007. In February 2013 the public prosecutor in Brussels has requested the court ("raadkamer/chambre du conseil") to refer certain individuals for trial before the Criminal court of Brussels in respect of certain of these events and developments. As an additional investigation has been ordered, the hearing before the court has not yet taken place. Moreover, other litigations or investigations are pending in relation to the restructuring of the former Fortis group. It cannot be ruled out that the outcome of such "Fortis Legacy" litigations and/or investigations might also have an impact on BNPPF.

In March 2016 Ageas and several claimant organisations announced a settlement proposal with respect to all civil proceedings related to the former Fortis group for the events in May 2007 and October 2008. The parties have requested to the Amsterdam Court of Appeal to declare that the settlement is binding for all eligible Fortis shareholders in accordance with the Dutch Act on Collective Settlement of Mass Claims. While awaiting the Court's decision, the concerned procedures have been stayed, also with regards to BNPPF. Since the first proposed settlement has not been declared binding, Ageas and the claimants' organisations have submitted an amended and restated agreement on 12 December 2017 with the same request to declare the amended settlement binding.

While awaiting the Court's decision, the above mentioned concerned proceedings initiated by several (previous) shareholders and organisations representing shareholders of Ageas SA/NV have been stayed, also with regards to BNPPF.

More information on these litigations and investigations can be found under Note 7.a (Contingent liabilities: legal proceeding and arbitration) on pages 128 to 129 in the 2017 annual report of BNP Paribas Fortis for the year ended December 2017.

(xxi) *A deterioration of the credit rating of BNP Paribas of its debt quality could adversely affect BNPPF.*

As part of the BNP Paribas Group, BNPPF can be highly sensitive to a downgrade by rating agencies of the rating of the parent company of the BNP Paribas Group or a deterioration of its debt quality. BNP Paribas took control of BNPPF on 12 May 2009 (formerly Fortis Bank NV/SA) and subsequently increased its stake in BNPPF to 74.93 per cent. BNP Paribas is now the major shareholder of BNPPF.

(xxii) *While each of BNPPF's businesses manages its operational risks, these risks remain an inherent part of all of BNPPF's businesses.*

BNPPF is subject to operational risk because of the uncertainty inherent in all business undertakings and decisions. This risk can be broken down into business risk and event risk.

Business risk is the risk of 'being in business', which affects any enterprise, financial or non-financial. It is the risk of loss due to changes in the competitive environment that damage the business's franchise or operating economics. Typically, the fluctuation originates with variations in volume, pricing or margins against a fixed cost base. Business risk is thus mostly externally driven (by regulatory, fiscal, market and or competition changes, as well as strategic, reputation risks and other related risks).

Event risk is the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. This definition includes legal and compliance risk. Event risk is often internally driven (internal and external fraud involving employees, clients, products and business practices, as well as technological and infrastructure failures and other related malfunctions) and can be limited through management processes and controls.

BNPPF attempts to keep these risks at appropriate levels by maintaining a sound and well controlled environment in light of the characteristics of its business, the markets and the regulatory environments in which BNPPF operates. While these control measures mitigate operational risks they do not eliminate them.

(xxiii) *BNPPF has significant counterparty risk exposure and exposure to systemic risks.*

BNPPF's business is subject to general credit risks, including credit risks of borrowers and other counterparties. Third parties that owe BNPPF money, securities or other assets may not pay or perform under their obligations. These parties include borrowers under loans made, the issuers whose securities BNPPF holds, customers, trading counterparties, counterparties under swaps and credit and other

derivative contracts, clearing agents, exchanges, clearing houses and other financial intermediaries. These parties may default on their obligations to BNPPF due to bankruptcy, lack of liquidity, downturns in the economy or real estate values, operational failure or other reasons.

Counterparty credit risk is the translation of the credit risk embedded in financial transactions, investments and/or settlement transactions between counterparties. Those transactions include bilateral contracts such as over-the-counter ("**OTC**") derivatives contracts as well as contracts settled through clearing houses. The amount of this risk may vary over time in line with changing market parameters which then impacts the replacement value of the relevant transactions.

Counterparty risk lies in the event that a counterparty defaults on its obligations to pay BNPPF the full present value of the flows relating to a transaction or a portfolio for which BNPPF is a net receiver. Counterparty credit risk is also linked to the replacement cost of a derivative or portfolio in the event of counterparty default. Hence, it can be seen as a market risk in case of default or a contingent risk. Counterparty risk arises both from both bilateral activities of BNPPF with clients and clearing activities through a clearing house or an external clearer

In addition, in the past, the general credit environment has been adversely affected by significant instances of fraud. Concerns about, or a default by, one institution could lead to significant liquidity problems, losses or defaults by other institutions because the commercial soundness of many financial institutions may be closely related as a result of their credit, trading, clearing or other relationships. This risk is sometimes referred to as "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges with whom BNPPF interacts on a daily basis, and could have an adverse effect on BNPPF's business.

(xxiv) *Uncertainty linked to fair value accounting and use of estimates.*

According to BNPPF's valuation rules financial assets can be carried at fair value through profit or loss. Concerned assets include financial assets held for trading, including non-cash flow hedging derivatives, and financial assets that BNPPF has irrevocably designated to be held at fair value through profit or loss ('fair value option'). The fair value of a financial instrument is determined based on quoted prices in active markets. When quoted prices in active markets are not available, valuation techniques are used. Valuation techniques make maximum use of market inputs but are affected by the assumptions used, including discount rates and estimates of future cash flows, and take into consideration, where applicable, model risks. Such techniques include market prices of comparable investments, discounted cash flows, option pricing models and market multiples valuation methods. In the rare case where it is not possible to determine the fair value of a financial instrument, it is accounted for at cost. The effect of changing the assumptions for those financial instruments for which the fair values are measured using valuation techniques that are determined in full or in part on assumptions that are not supported by observable inputs may have a material adverse effect on BNPPF's earnings.

The preparation of financial statements in conformity with IFRS requires the use of certain accounting estimates and assumptions. It also requires management to exercise its judgment in the process of applying these accounting policies. Actual results may differ from those estimates and judgmental decisions.

Financial institutions may use different accounting categorisations for the same or similar financial assets due to their different intentions regarding those assets. In determining fair value of financial instruments, different financial institutions may use different valuation techniques, assumptions, judgments and estimates which may result in lower or higher fair values for such financial instruments.

(xxv) *Adjustments to the carrying value of BNPPF's securities and derivatives portfolios and BNPPF's own debt could have an impact on its net income and shareholders' equity.*

The carrying value of BNPPF's securities and derivatives portfolios and certain other assets, as well as its own debt, in its balance sheet is adjusted as of each financial statement date. Most of the adjustments are made on the basis of changes in fair value of its assets or its debt during an accounting period, with the changes recorded either in the income statement or directly in shareholders' equity. Changes that are recorded in the income statement, to the extent not offset by opposite changes in the value of other assets, affect its consolidated revenues and, as a result, its net income. All fair value adjustments affect shareholders' equity and, as a result, its capital adequacy ratios. The fact that fair value adjustments are recorded in one accounting period does not mean that further adjustments will not be needed in subsequent periods.

(xxvi) *The expected changes in accounting principles relating to financial instruments may have an impact on BNPPF's balance sheet and regulatory capital ratios and result in additional costs.*

IFRS 9 "Financial Instruments"

IFRS 9 "Financial Instruments", issued by the IASB in July 2014, has replaced IAS 39 Financial Instruments: recognition and measurement, related to the classification and measurement of financial instruments. It sets out the new principles for the classification and measurement of financial instruments, for impairment for credit risk on debt instruments measured at amortised cost or at fair value through shareholders' equity, loan commitments given, financial guarantee contracts and lease receivables, as well as for general hedge accounting (i.e. micro hedging).

IFRS 9, which was adopted by the European Union on 22 November 2016, is mandatory for annual periods beginning on or after 1 January 2018. Therefore, BNPP Fortis applies IFRS 9 as of 1st of January 2018.

The IFRS 9 classification and measurement provisions, as well as its new impairment model, are applicable retrospectively as at 1 January 2018, and the standard introduces the option not to restate the comparative figures for prior periods. BNP Paribas Fortis has retained this option.

Global impact expected for the first IFRS 9 application

Subject to control and validation works in progress, IFRS 9 application at 1 January 2018 should trigger an estimated net impact on shareholders' equity of EUR 150 million.

Applying IFRS 9 to insurance activities

On 12 September 2016, the IASB published amendments to IFRS 4 "Insurance Contracts": "Applying IFRS 9 Financial Instruments with IFRS 4 Insurance Contracts". These amendments apply for annual periods beginning on or after 1 January 2018.

The amendments to IFRS 4 permit entities that predominantly undertake insurance activities the option to defer the effective date of IFRS 9 until 1 January 2021. The effect of such a deferral is that the entities concerned may continue to report their financial statements under the existing standard IAS 39.

This temporary exemption from IFRS 9, which was limited to groups that predominantly undertook insurance activities according to the IASB amendments, has been extended by the European Union on 3 November 2017 to the insurance sector of financial conglomerates. This exemption is subject to conditions, notably the temporary prohibition on internal transfer of financial instruments, other than

financial instruments that are measured at fair value through profit and loss, between insurance entities and other entities of the financial conglomerate.

BNP Paribas Group applies the amendments as adopted by the European Union to all its insurance entities, including funds related to this activity, which will apply IAS 39 "Financial instruments: Recognition and Measurement" until 31 December 2020.

BNP Paribas Fortis will retain the accounting policies adopted by its insurance associates if these decided to apply IAS 39 "Financial instruments: Recognition and Measurement" until 31 December 2020.

Amendments to IFRS 9

On 12 October 2017, the IASB issued amendments to IFRS 9: "Prepayment Features with Negative Compensation" that precise the classification of financial assets with prepayment options at the borrower's initiative leading the borrower to prepay the instrument at an amount less than the unpaid principal and interest owed.

These amendments will be mandatory for annual periods beginning on or after 1 January 2019. An early application will be possible after adoption by the European Union, which occurred in March 2018. Therefore, BNP Paribas Fortis will apply these amendments as at 1 January 2018.

Classification and measurement

According to IFRS 9, classification and measurement of financial assets depends on the business model and the contractual characteristics of the instruments. On initial recognition, financial assets are measured at amortised cost, at fair value through shareholders' equity (on a separate line) or at fair value through profit or loss.

It is no longer be possible to recognise derivatives embedded in financial assets separately from the host contract.

Application of the criteria relating to the business model and the contractual characteristics of the instruments leads to different classification and measurement of some financial assets compared with IAS 39.

Debt instruments (loans, receivables or debt securities) are classified at amortised cost, at fair value through shareholders' equity (on a separate line), or at fair value through profit or loss.

- They are classified at amortised cost if the business model objective is to hold the financial assets in order to collect contractual cash flows, and if the contractual cash flows solely consist of payments relating to principal and interest on the principal.

- They are classified at fair value through shareholders' equity if the business model is achieved by both holding the financial assets in order to collect contractual cash flows and selling the assets and if the cash flows solely consist of payments relating to principal and interest on the principal. Upon disposal, amounts previously recognised in shareholders' equity will be transferred to profit or loss.

- All debt instruments not eligible for classification at amortised cost or at fair value through shareholders' equity are presented at fair value through profit or loss.

Debt instruments may only be designated as at fair value through profit or loss if the use of this option enables the entity to eliminate or significantly reduce an accounting mismatch in profit or loss.

Investments in equity instruments such as shares are classified as instruments at fair value through profit or loss, or, as an option, as instruments at fair value through shareholders' equity (on a separate line). In the latter case, upon disposal of equity instruments classified at fair value through shareholders' equity, amounts previously recognised in shareholders' equity shall not be transferred to profit or loss. Only dividends will be recognised in profit or loss.

With respect to financial liabilities, the only change introduced by IFRS 9 relates to recognition of changes in fair value attributable to changes in the credit risk of the liabilities designated as at fair value through profit or loss (fair value option), which are recognised on a separate line in shareholders' equity and no longer through profit or loss.

The provisions of IAS 39 concerning the derecognition of financial assets and financial liabilities have been maintained in IFRS 9 without any modification. Moreover, IFRS 9 provides details on the accounting treatment of modified assets, depending on whether they are derecognised or not.

The main classifications of financial assets held by BNP Paribas Fortis are as follows:

- Loans and receivables due from credit institutions and customers and reverse repurchase agreements recognised in "Loans and receivables" under IAS 39 are mostly eligible to amortised cost under IFRS 9, except for those not complying with the contractual characteristics criterion and those for which a disposal is envisaged;

- "Available-for-sale financial assets" under IAS 39:

    - Treasury bills, Government bonds and other fixedincome securities are recognised, depending on the business model, at amortised cost for EUR 8.2 billion (gross amount) and at fair value through shareholders' equity for the remainder. By way of exception, those not complying with the contractual characteristics criterion are measured at fair value through profit or loss;

    - EUR 776 million (gross amount) in investments in equity instruments are reclassified as instruments at fair value through profit or loss;

- Financial assets classified as at "fair value through profit or loss" under IAS 39 remain in this category under IFRS 9.

Impairment

IFRS 9 establishes a new credit risk impairment model based on expected losses.

This model applies to loans and debt instruments measured at amortised cost or at fair value through shareholders' equity (on a separate line), to loan commitments and financial guarantees not recognised at fair value, as well as to lease receivables.

Under the impairment model in IAS 39 based on incurred loss, an impairment loss is recognised when there is an objective evidence of a decrease in value. Counterparties that are not individually impaired are risk-assessed on the basis of portfolios with similar characteristics, and groups of counterparties which, as a result of events occurring since inception of the loans, present objective indication of impairment, are subject to a portfolio-based impairment. Moreover, BNP Paribas Fortis may recognise

additional collective impairment with respect to a given economic sector or geographic area affected by exceptional economic events.

The new impairment model under IFRS 9 requires accounting for 12-month expected credit losses (that result from the risk of default in the next 12 months) on the financial instruments issued or acquired, as of the date of initial recognition on the balance sheet.

Expected credit losses at maturity (that result from the risk of default over the life of the financial instrument) are recognised if the credit risk has increased significantly since initial recognition.

Financial assets for which a 12-month expected credit loss is recognised, are included in "Stage 1". Interest income is measured according to the effective interest method using the financial asset's gross value (before impairment).

Financial assets for which the credit risk has increased significantly since the initial recognition are included in "Stage 2". Interest income is measured according to the effective interest method using the financial asset's gross value (before impairment).

Significant increase in the credit risk is assessed on an individual basis or on a collective basis (by grouping the financial instruments according to common credit risk characteristics) by taking into consideration all reasonable and supportable information and comparing the default risk of the financial instrument at the reporting date with the default risk on the date of its initial recognition.

Assessment of deterioration is measured by comparing probability of default/ratings on the date of initial recognition and those existing on the reporting date.

Under the standard, there is also a rebuttable presumption that the credit risk on a financial asset has increased significantly since initial recognition when contractual payments are more than 30 days past due.

The standard suggests that it may be assumed that the credit risk of a financial instrument has not increased significantly since initial recognition if this risk is considered to be low on the reporting date (for example, a financial instrument which has an "investment grade" rating). This provision may be applied to debt securities.

Financial assets for which there is objective evidence of a decrease in value as a result of an event occurring after inception of the loan or acquisition of the asset are considered as impaired and are recognised in "Stage 3". Criteria for identifying impaired assets are similar to those prevailing under IAS 39. Interest income is measured according to the effective interest method using the financial asset's net value (after impairment).

The measurement of expected credit losses is based on 3 main parameters: the probability of default ("**PD**"), loss given default ("**LGD**") and exposure at default ("**EAD**") in light of amortisation profiles. Expected credit losses are measured as the product of the PD, LGD and EAD.

The methodology developed by BNP Paribas Fortis for the implementation of IFRS 9 based on existing concepts and methods (in particular the Basel framework) on exposures for which the capital requirement for credit risk is measured according to the IRBA methodology. This method is also applied to portfolios for which the capital requirement for credit risk is measured according to the

standardised approach. Besides, the Basel framework needs to be supplemented with the specific provisions of IFRS 9, in particular the use of forwardlooking information.

The amount of expected credit loss is measured on the basis of probability-weighted scenarios, in view of past events, current conditions and reasonable and supportable economic forecasts.

The new impairment model results in an increase in impairment for credit risk since all financial assets are subject to a 12-month expected credit loss measurement and since the measurement of expected credit losses includes the impact of prospective scenarios. Moreover, the scope of assets for which there is a significant increase in credit risk is different from the scope of assets for which portfolio-based impairment was recognised under IAS 39.

Treatment of restructuring for financial difficulties remains similar to that prevailing under IAS 39.

The estimated amount of credit risk impairment according to IFRS 9 as at 1 January 2018 is EUR 900 million, compared to EUR 623 million as at 31 December 2017 under IAS 39.

Hedge accounting

BNP Paribas Fortis maintains the hedge accounting principles under IAS 39, as allowed by the standard until the new macro-hedging standard comes into force. Additional information required by IFRS 7 as amended by IFRS 9 concerning risk management and the impacts of hedge accounting on the financial statements will be disclosed in the notes to the financial statements.

Besides, IFRS 9 does not explicitly address the fair value hedge of the interest rate risk on a portfolio of financial assets or liabilities. The provisions of IAS 39 for these portfolio hedges, as adopted by the European Union, continue to apply.

Transition

The IFRS 9 classification and measurement provisions, as well as its new impairment model, are applicable retrospectively by adjusting the opening balance sheet on the date of first application, without any obligation to restate the comparative figures for prior periods.

IFRS 9 allows early application of the requirements for the presentation of gains and losses attributable to changes in the credit risk of the financial liabilities designated as at fair value through profit or loss (fair value option). However, the BNP Paribas Group does not envisage an early application of these requirements.

IFRS 15 Revenue from Contracts with Customers

IFRS 15 Revenue from Contracts with Customers, issued in May 2014, supersedes a number of standards and interpretations on revenue recognition (in particular IAS 18 Revenue and IAS 11 Construction Contracts). Revenues from lease contracts, insurance contracts or financial instruments are excluded from the scope of this standard.

Adopted by the European Union on 22 September 2016, IFRS 15 has become mandatory for years beginning on, or after, 1 January 2018.

IFRS 15 defines a single model for recognising revenue based on five-step principles. These five steps make it notably possible to identify the distinct performance obligations in the contracts with customers and to allocate the transaction price to them. The transaction price amounts that are allocated

to the different performance obligations are recognised as revenue when the performance obligations are satisfied, namely when the control of the promised goods or services has been transferred.

Revenues from net banking income falling within the scope of application concern in particular the commissions received for banking and similar services provided (except those arising from the effective interest rate) and revenues from services provided in connection with lease contracts.

IFRS 15 is applicable retrospectively as at 1 January 2018 and introduces the option not to restate the comparative figures for prior periods. BNP Paribas Fortis has retained this option.

The post-tax impact of IFRS 15 application on shareholders' equity as at 1 January 2018 is estimated at EUR (38) million.

This impact is generated by a change in the timing of recognition of revenues derived from maintenance services offered by operating lease entities.

IFRS 16 Leases

IFRS 16 Leases, issued in January 2016, will supersede IAS 17 Leases and the interpretations relating to the accounting of such contracts. The new definition of leases relies on both the identification of an asset and the right to control the identified asset by the lessee.

From the lessor's point of view, the expected impact should be limited, as the requirements of IFRS 16 remain mostly unchanged from the current IAS 17.

For the lessee, IFRS 16 will require recognition in the balance sheet of all leases, in the form of a right-of-use on the leased asset presented under fixed assets, along with the recognition of a financial liability for the rent and other payments to be made over the leasing period. The right-of-use asset will be amortised on a straight-line basis and the financial liabilities will be amortised on an actuarial basis over the lease period. The main change induced by this new standard is related to contracts which, under IAS 17, met the definition of operating leases, and as such, did not require recognition in the balance sheet of the leased assets.

Adopted for use in the European Union as at 31 October 2017, IFRS 16 will become mandatory for annual periods beginning on or after 1 January 2019. Following the publication of the standard, BNP Paribas Fortis has started to analyse the standard and define its potential impacts.

(B) **Additional investment considerations relating to the business of BNP Paribas Fortis Funding**

The primary credit protection for securities issued by BP2F will derive from the guarantees given by BNPPF. The principal activity of BP2F is to act as a financing vehicle for BNPPF and the companies controlled by BNPPF by issuing bonds, notes or other securities, by performing any refinancing operations with or without a guarantee and in general having recourse to any sources of finance. Securities issued by BP2F have the benefit of guarantees issued by BNPPF so the primary credit protection for investors will derive from these guarantees.

When BP2F issues structured securities, it hedges the structured components with hedging counterparties such as BNPPF, BNP Paribas (London or/and Paris) or BNPP B.V. BP2F's ability to perform its obligations in respect of the structured return may depend on the ability of these hedging counterparties to meet their obligations under the hedge.

BP2F's ability to perform its obligations in respect of securities may depend on the operating performance of those companies to which the proceeds of the securities are lent. BP2F will lend the proceeds from the securities to certain of BNP Paribas Fortis group's operating companies or invest in

securities issued by these same companies. Investors are, therefore, also exposed to the operating performance of the operating companies to which BP2F may lend or invest in proceeds, whose performance could change over time.

The financial condition of the operating companies to which the proceeds of the securities are lent may deteriorate and this may affect BP2F's ability to perform its obligations under the securities as BP2F's ability to meet its obligations will be reliant on the financial condition of the operating companies, if such operating companies' financial condition were to deteriorate and to the extent that funds are not available under the guarantees, BP2F and holders of securities could suffer direct and materially adverse consequences, including insufficient return on the securities and, if a liquidation or bankruptcy of BP2F were to occur, loss by holders of all or part of their investment.

BP2F is not an operating company so has limited capital resources. Its financial condition therefore mainly depends on its ability to issue securities and otherwise raise finance. A deteriorating or challenging economic situation can make it more difficult for BP2F to raise finance, or may make the terms on which it is able to do so more onerous, which could have a negative effect on BP2F's financial condition.

Transfer pricing tax rules in Luxembourg generate additional costs, which may vary from time to time

According to OECD principles, any related party transaction should be performed at arm's length. In other words, remuneration should be in line with what independent third parties would have charged in a similar transaction. These transfer pricing principles apply to intra-group financings (being defined as any financing granted between companies that participate directly or indirectly in the management, control or capital of each other or have a common person doing so).

On 28 January 2011 the Luxembourg direct tax authorities issued Circular L.I.R. 164/2 stating that for intra-group financing activities the OECD principles are to be applied, that it is the burden of the taxpayer to prove compliance of the fixed pricing with those principles and finally issues the conditions and process to obtain an Advance Pricing Agreement ("APA") binding the Luxembourg tax authorities to honour for the company's tax assessment the pricing described and approved through the APA for a period which cannot exceed 5 years.

On 22 May 2012 following the filing of an APA with the Luxembourg Tax authorities, BP2F has received a positive answer for its APA for the fiscal years 2012 to 2016.

The Luxembourg Tax Authorities issued on 27 December 2016 new guidelines on the tax treatment of companies carrying out intra-group financing transactions, which provide for new requirements in terms of transfer pricing and substance (circular LIR n°56/56bis). This circular entered into force as from 1 January 2017 and replaced the previous circular of 28 January 2011 (circular LIR n°164/2) and of 8 April 2011 (circular LIR n°164/2bis).

The application of the new circular by BP2F could result in a different pricing for the securities and could thus generate additional costs, which may vary from time to time. This different pricing may prove particularly relevant as the Luxembourg tax authorities recently issued a new circular for intra-group financing activities (Circular L.I.R. 56/1 – 56*bis*/1 dated 27 December 2016) which replaces the previously applicable circulars 164/2 of 28 January 2011 and 164/2 *bis* of 8 April 2011.

Investors are cautioned that all such risks should be borne in mind and analysed when investing in the securities of BP2F.

See also the risk factors relating to BNPPF set out above which are also applicable to BP2F but must be considered in the light of the specific activities, businesses, location, jurisdiction, applicable laws,

composition of assets and liabilities, finances and other features of BP2F. BNPPF is the parent company of BP2F.

(II) ***Risk factors that may affect the Notes generally***

(A) **The Notes may not be a suitable investment for all investors**

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained, or incorporated by reference in this Base Prospectus, the Final Terms relating to the Notes and any applicable supplement;

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

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

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

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

Some Notes are sophisticated financial instruments. A potential investor should not invest in Notes which are sophisticated financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

None of the Issuers, the Guarantor, the Dealer or any of their respective affiliates is responsible for the lawfulness or suitability of the acquisition of any Notes by a prospective investor or purchaser of Notes or for compliance by a prospective investor or purchaser of Notes (whether it is acquiring the Notes in a principal or in a fiduciary capacity) with any law, regulation, directive or policy applicable to it or, if it is acquiring the Notes in a fiduciary capacity, any law, regulation, directive or policy applicable to the beneficiary. A prospective investor or purchaser of Notes may not rely on the Issuers, the Guarantor, the Dealer or any of their respective affiliates when making determinations in relation to any of these matters.

(B) **If an investor holds Notes which are not denominated in the investor's home currency, he will be exposed to movements in exchange rates adversely affecting the value of his holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes**

Notes are issued in the currency specified in the Final Terms applicable thereto (the "note currency") and payments on the Notes will be payable in the note currency or, in the case of Dual Currency Notes, the settlement currency specified in the Final Terms applicable thereto (the "settlement currency"). As

such income and principal arising from such Notes are subject to exchange rate risk for an investor who has to convert another currency (the "investor currency") into such note currency to purchase the Notes. Investors should be aware that as a result of such risk they may receive at maturity an amount in the note currency or settlement currency, as applicable, that, if converted back into the investor currency by the investor, may be less than the initially converted amount. The same cross-currency exposure risk applies to the interest payments made in the note currency or settlement currency, as applicable, that are intended to be converted at a spot rate into an investor currency by the holder of the Note.

This currency risk may arise as a result of (but is not limited to) significant changes to exchange rates (including changes due to devaluation of the note currency or settlement currency, as applicable, or revaluation of the investor currency) and the risk that authorities with jurisdiction over the investor currency may impose or modify exchange controls. An appreciation in the value of the investor currency relative to the note currency or settlement currency, as applicable, would decrease (1) the investor currency-equivalent yield on the Notes, (2) the investor currency equivalent value of the principal payable on the Notes and (3) the investor currency equivalent market value of the Notes.

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

(C) **The Notes entail particular risks**

The Notes to be issued under the Programme will entail particular risks. The Notes are investment instruments which may or may not bear interest and which at maturity or earlier in case of early redemption pay the final redemption amount or the early redemption amount which may or may not be equal to the principal amount of the relevant Note.

Notes which are not principal protected may result in the holder thereof losing some or, in certain limited cases, all of such holder's initial investment. In addition, all Notes, including Notes which are expressed to be fully or partially principal protected, will give an investor exposure to the credit and default risk of the Issuer and Guarantor.

Notes issued under the Programme may be structured such that principal, interest and/or premium, if any, payable on such Notes are determined by reference to the value or level of various underlying factors or a combination thereof, including, but not limited to one or more inflation indices, one or more currencies (including exchange rates or swap indices between currencies or composite currencies), one or more interest rates, formulae or other variables (the "**Underlying Reference**"). Notes where the principal amount, interest amount and/or premium payable (if any) is dependent upon the performance of the Underlying Reference may result in the Noteholder receiving no, or only a limited return on his investment.

The price at which a holder of Notes will be able to sell Notes prior to their redemption may be at a substantial discount to the market value of the Notes at the issue date depending upon the performance of the Underlying Reference at the time of sale.

(D) **The value of the Notes may fluctuate**

The value of the Notes may move up and down between their date of purchase and their maturity date. Holders of the Notes may sustain a total loss of their investment depending on the factors stated below (subject to any principal protection provided for under the terms of the relevant Notes, if applicable).

Prospective purchasers should therefore ensure that they understand fully the nature of the Notes before they invest in the Notes.

Several factors, many of which are beyond the relevant Issuers' and Guarantor's control, will influence the value of the Notes at any time, including (but not limited to) the following:

(a) **General economic conditions.** The market for debt securities is influenced by economic and market conditions, interest rates, currency exchange rates and inflation rates in Europe and other countries and areas. There can be no assurance that events occurring elsewhere will not cause market volatility or that such volatility will not adversely affect the price of Notes or that economic and market conditions will not have any other adverse effect.

(b) **Valuation of the Underlying Reference.** Where the Notes are linked to the performance of an Underlying Reference, the market value of the Notes at any time is expected to be affected primarily by changes in the price, value, level or rate (as the case may be) of the Underlying Reference to which such Notes are linked. It is impossible to predict how the price, value, level or rate (as the case may be) of the relevant Underlying Reference will vary over time. Factors that may have an effect on the price, value, level or rate (as the case may be) of the Underlying Reference include economic, financial and political events. Potential investors should also note that whilst the market value of the Notes is linked to the changes in the price, value, level or rate (as the case may be) of the Underlying Reference and will be influenced (positively or negatively) by such changes, any change may not be comparable and may be disproportionate. It is possible that while the price, value, level or rate (as the case may be) of the Underlying Reference is increasing, the value of the Notes may fall.

(c) **Interest Rates.** Investors in Notes are exposed to the risk that subsequent changes in interest rates may adversely affect the value of the Notes. Investments in the Notes may involve interest rate risk with respect to the currency of denomination of the Underlying Reference and/or the Notes. A variety of factors influence interest rates such as macroeconomic, governmental, speculative and market sentiment factors. Such fluctuations may have an impact on the value of the Notes at any time prior to valuation of the Underlying Reference relating to the Notes.

(d) **Volatility of the Underlying Reference.** The term "volatility" of an Underlying Reference refers to the actual and anticipated frequency and magnitude of changes of the price, value, level or rate (as the case may be) of an Underlying Reference. Volatility is affected by a number of factors such as macro economic factors, speculative trading and supply and demand in the options, futures and other derivatives markets. Volatility of an Underlying Reference will move up and down over time (sometimes more sharply than others) and different Underlying References will most likely have separate volatilities at any particular time. Where Notes are linked to an Underlying Reference, the volatility of the Underlying Reference(s) may have an effect on the volatility of the Notes.

(e) **Exchange Rates.** Even where payments in respect of the Notes are not expressly linked to a rate or rates of exchange between currencies, the value of the Notes could, in certain circumstances, be affected by such factors as fluctuations in the rates of exchange between any currency in which any payment in respect of the Notes is to be made and any currency in which the Underlying Reference is traded, appreciation or depreciation of any such currencies and any existing or future governmental or other restrictions on the exchangeability of such currencies. There can be no assurance that rates of exchange between any relevant currencies which are current rates at the date of issue of any Notes will be representative of the relevant rates of exchange used in computing the value of the relevant Notes at any time thereafter.

(f) **Disruption.** If so provided in the applicable Terms and Conditions, the Calculation Agent (as specified in the applicable Final Terms) may determine that a Disruption Event (as defined in

the Terms and Conditions) has occurred or exists at a relevant time. Any such determination may affect the value of the Notes and/or may delay settlement in respect of the Notes. Prospective purchasers should review the Conditions and the applicable Final Terms to ascertain whether and how such provisions apply to the Notes.

(E) **An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell his Notes**

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may be not very liquid or not liquid at all. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Potential investors should consequently be willing to hold the Notes through their life. The nature and extent of any secondary market in the Notes cannot be predicted. As a consequence any person intending to hold the Notes should consider liquidity in the Notes as a risk. If the Notes are listed or quoted on an exchange or quotation system this does not imply greater or lesser liquidity than if equivalent Notes were not so listed or quoted. However, if Notes are not listed or quoted there may be a lack of transparency with regard to pricing information. Liquidity may also be affected by legal restrictions on offers for sale in certain jurisdictions. The relevant Issuer may affect the liquidity of the Notes by purchasing and holding the Notes for its own account during trading in the secondary market. Any such Notes may be resold at any time into the market.

(F) **Purchasing the Notes as a hedge may not be effective**

Any person intending to use the Notes as a hedge instrument should recognise the correlation risk. The Notes may not be a perfect hedge to an Underlying Reference or portfolio of which the Underlying Reference forms a part. In addition, it may not be possible to liquidate the Notes at a level which directly reflects the price of the Underlying Reference or portfolio of which the Underlying Reference forms a part.

(G) **Potential Conflicts of Interest**

Potential conflicts of interest may exist between the relevant Issuer, the Guarantor, the Dealer, the Calculation Agent and the Noteholders, including (but not limited to) with respect to certain determinations and judgements that the Calculation Agent may make pursuant to the Terms and Conditions that may influence any interest amount due on, and for the amount receivable upon redemption of, the Notes.

The Issuers and their affiliates (including, if applicable, any Dealer) may engage in trading activities (including hedging activities) related to any Notes, any Underlying Reference and any other instruments or derivative products for their proprietary accounts or for other accounts under their management. The Issuers and their affiliates (including, if applicable, any Dealer) may also issue other derivative instruments in respect of or related to any Notes or any Underlying Reference. The Issuers and their affiliates (including, if applicable, any Dealer) may also act as underwriter in connection with future offerings of shares or other securities related to an issue of Notes may act as financial adviser to certain companies or companies whose shares are included in the Underlying Reference or in a commercial banking capacity for such companies. The Issuers and their affiliates

(including, if applicable, any Dealer) may carry out activities that minimise its and/or their risks related to the Notes, including effecting transactions for their own account or for the account of their customers and hold long or short positions in the Underlying Reference whether for risk reduction purposes or otherwise. In connection with such hedging or market making activities or with respect to proprietary or other trading activities by the Issuers and their affiliates, the Issuers and their affiliates may enter into transactions in the Underlying Reference which may affect the market price, liquidity or value of the Underlying Reference and/or the Notes and which could be deemed to be adverse to the interests of the holders of the Notes. The Issuers and their affiliates are likely to modify their hedging positions throughout the life of the Notes whether by effecting transactions in the Underlying Reference or in derivatives linked to the Underlying Reference. Further, it is possible that the advisory services that the Issuers and their affiliates provide in the ordinary course of their business could have an adverse effect on the value of the Underlying Reference. Such activities could present certain conflicts of interest, could influence the prices of the Underlying Reference or other securities and could adversely affect the value of the Notes.

(H) **Actions taken by the Calculation Agent may affect the Notes**

The Calculation Agent is the agent of the relevant Issuer and not the agent of the Noteholders. The relevant Issuer may itself act as the Calculation Agent. The Calculation Agent will have discretion, acting in good faith and a commercially reasonable manner, to make such adjustments to the Notes as it considers appropriate in certain circumstances (as set out in the Conditions of the Notes or, in the case of Exempt Notes only, the applicable Pricing Supplement). In making these adjustments the Calculation Agent is entitled to exercise substantial discretion and may be subject to conflicts of interest in exercising this discretion. The Calculation Agent is not required to make adjustments with respect to each and every corporate action or other event or circumstance entitling it to make an adjustment.

(I) **Holders have no ownership interest in the Underlying Reference**

The Notes convey no interest in the Underlying Reference. The relevant Issuer may choose not to hold the Underlying Reference or any derivatives contracts or other instruments linked to the Underlying Reference. Under the Terms and Conditions of the Notes, there is no restriction on the ability of the relevant Issuer and/or its affiliates to sell, pledge or otherwise convey all right, title and interest in any Underlying Reference or any derivative contracts or other instruments linked to the Underlying Reference.

(J) **Holders have no claim against the Underlying Reference**

The Notes do not represent a claim against any Underlying Reference (or any issuer, sponsor, manager or other connected person in respect of an Underlying Reference) and Noteholders will not have any right of recourse under the Notes to any such Underlying Reference (or any issuer, sponsor, manager or other connected person in respect of an Underlying Reference). The Notes are not in any way sponsored, endorsed or promoted by any issuer, sponsor, manager or other connected person in respect of an Underlying Reference and such entities have no obligation to take into account the consequences of their actions on any Noteholders.

(K) **Risk of Leveraged Exposure**

Leverage involves the use of a number of financial techniques to increase the exposure to an Underlying Reference, and can therefore magnify both returns and losses. While the use of leverage allows for potential multiples of a return (assuming a return is achieved) when the Underlying Reference moves in the anticipated direction, it will conversely magnify losses when the Underlying

Reference moves against expectations. If the relevant Notes include leverage, potential holders of such Notes should note that these Notes will involve a higher level of risk, and that whenever there are losses such losses will be higher (other things being equal) than those of a similar Note which is not leveraged. Investors should therefore only invest in leveraged Notes if they fully understand the effect of leverage.

(L) **Taxes may be payable by investors**

Potential purchasers and sellers of the Notes should be aware that they may be required to pay stamp duties, taxes or documentary charges in accordance with the laws and practices of the country where the Notes are transferred. In addition, if so indicated in the relevant Final Terms, payments in respect of the Notes may be made subject to deduction for or on account of withholding taxes imposed within Luxembourg (in the case of Notes issued by BP2F) or Belgium (in the case of Notes issued by BNPPF or in the case of the Guarantor), as provided in Condition 7 and without the relevant Issuer or Guarantor, as the case may be, being obliged to make additional payments in respect of such deduction or withholding. Consequently, the payment of principal, interest and/or premium, if any, in respect of the Notes may be less than expected. The applicable Final Terms will specify in each case whether the Issuer will pay additional amounts as specified in the Conditions. Potential purchasers should consult their own independent tax advisers. In addition, potential purchasers should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment that will apply at any given time.

(M) **The Notes may be subject to withholding taxes in circumstances where the Issuer is not obliged to make gross up payments and this would result in holders receiving less interest than expected and could significantly adversely affect their return on the Notes**

Payments made in respect of the Notes may be subject to Belgian withholding tax

Belgian withholding tax, currently at a rate of 30 per cent., will in principle be applicable to the interest on the Notes issued by BNPPF that are not held in the X/N System or that are held in a non-exempt securities account (an "**N account**") in the X/N System, as further described in Taxation below. Potential investors should be aware that any relevant tax law or practice applicable as at the date of this Base Prospectus and/or the date of purchase or subscription of the Notes may change at any time (including during any subscription period or the term of the Notes). Any such change may have an adverse effect on a Noteholder, including that the liquidity of the Notes may decrease and/or the amounts payable to or receivable by an affected Noteholder may be less than otherwise expected by such Noteholder.

Potential investors who are in any doubt as to their tax position should consult their own independent tax advisers.

(N) **The proposed financial transactions tax ("FTT")**

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

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

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

However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

(O) **The Notes may be redeemed prior to their stated maturity date**

The relevant Issuer may at its discretion and without obligation redeem the Notes early for tax reasons (if specified as applicable in the relevant Final Terms), following an event of default or because the relevant Issuer determines that the performance of its obligations under the Notes has become illegal or impractical in whole or in part for any reason or if by reason of force majeure or act of state it becomes impossible or impracticable to perform, in whole or in part, its obligations under the Notes and/or any related hedging arrangements. The relevant Issuer may also redeem the Notes early for certain reasons relating to an Underlying Reference, as further described below. If the relevant Issuer redeems the Notes early, the relevant Issuer will, if so provided in the Conditions as completed by the relevant Final Terms and if and to the extent permitted by applicable law, pay the holder of each such Note the Early Redemption Amount specified in the relevant Final Terms. In addition, the Conditions as completed by the relevant Final Terms may provide for redemption at the option of the Issuer on the Issuer's Option Period at the Early Redemption Amount(s) (as specified in the in the relevant Final Terms). In the event of any early redemption, a Noteholder may not be able to reinvest the proceeds of such redemption in a comparable security. The relevant Issuer is not liable for any disadvantage a holder of Notes incurs in respect of the new investment or non-investment of its capital.

(P) **Risks associated with Notes held in global form**

Notes in bearer form will initially be represented by a Global Note deposited with a common depositary or a common safekeeper, as the case may be, for Euroclear and Clearstream, Luxembourg or deposited with the NBB as operator of the X/N System (in the case of certain Notes issued by BNPPF only) or a depositary for one or more other clearing systems specified in the applicable Final Terms (each such clearing system, a "**Relevant Clearing System**" and together, the "**Relevant Clearing Systems**")).A Global Note will be exchangeable for Definitive Notes only in the limited circumstances described in the Global Notes.

Notes issued by BNPPF may be issued in dematerialised form under the Belgian Company Code ("**Dematerialised Notes**"). Dematerialised Notes cannot be physically delivered and will be represented exclusively by book entries in the records of the X/N System.

For so long as any Notes are held by or on behalf of a Relevant Clearing System, payments of principal, interest and any other amounts will be made through the Relevant Clearing System, where required, against presentation (where applicable) or surrender (as the case may be) of the relevant Global Note and, in the case of a temporary Global Note, certification as to non-U.S. beneficial ownership. The bearer of the relevant Global Note, typically a depositary for the Relevant Clearing System and not the holders of only a beneficial interest in the Global Note will be treated by the relevant Issuer and

any Paying Agent as the sole holder of the relevant Notes with respect to the payment of principal, interest (if any) and any other amounts payable in respect of the Notes and the relevant Issuer and (in the case of Notes issued by BP2F) the Guarantor will discharge their payment obligations under the Notes by making payments to the common depositary for Euroclear and Clearstream, Luxembourg or the NBB or such other depositary, as the case may be for distribution to their account holders.

Notes which are held by or on behalf of a Relevant Clearing System will be transferable only in accordance with the rules and operating procedures for the time being of the Relevant Clearing System and investors will have to rely on such rules and operating procedures for transfer, payment and communication with the relevant Issuer and/or (in the case of Notes issued by BP2F) the Guarantor. None of the Issuers, the Guarantor and the Paying Agents have any responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes and shall not under any circumstances be liable for any acts or defaults of any Relevant Clearing System in relation to the performance of its duties in relation to the Notes.

Access to the Relevant Clearing Systems is available through their respective participants. X/N System participants include certain banks, stockbrokers (*beursvennootschappen/sociétés de bourse*), and Euroclear and Clearstream, Luxembourg, as well as Monte Titoli SPA and SIX SIS AG. The relevant Issuer, the Domiciliary Agent, the Fiscal Agent and the Paying Agents will have no responsibility for the proper performance of the Relevant Clearing Systems and the relevant Issuer will have no responsibility or liability for the records relating to, or payments made in respect of, the Notes within any such Relevant Clearing System.

Accountholders holding beneficial interests in the Global Notes through a Relevant Clearing System will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by the Relevant Clearing System to appoint appropriate proxies. Similarly, accountholders holding beneficial interests in the Global Notes through a Relevant Clearing System will not have a direct right under the Global Notes to take enforcement action against the relevant Issuer in the event of a default under the relevant Notes but will have to rely upon their rights under the Deed of Covenant (as defined in the Conditions).

(Q) **Settlement Risk**

Settlement of the Notes is subject to all applicable laws, regulations and practices in force at the relevant time and neither the relevant Issuer nor any Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated as a result of any such laws, regulations or practices.

(R) **Risk associated with nominee arrangements**

Where a nominee service provider is used by an investor to hold Notes or such investor holds interests in any Note through an account with a Relevant Clearing System, such investor will receive payments in respect of principal, interest, or any other amounts due, or securities deliverable, as applicable, solely on the basis of the arrangements entered into by the investor with the relevant nominee service provider or Relevant Clearing System, as the case may be. Furthermore, such investor must rely on the relevant nominee service provider or Relevant Clearing System to distribute all payments or securities attributable to the relevant Notes which are received from the relevant Issuer. Accordingly, such an investor will be exposed to the credit risk of, and default risk in respect of, the relevant nominee service provider or Relevant Clearing System, as well as the relevant Issuer.

In addition, such a Noteholder may only be able to sell any Notes held by it prior to their stated maturity date with the assistance of the relevant nominee service provider. None of the Issuers, the Guarantor and the Paying Agents shall be responsible for the acts or omissions of any relevant nominee service

provider or Relevant Clearing System nor makes any representation or warranty, express or implied, as to the service provided by any relevant nominee service provider or Relevant Clearing System.

(S) **The Conditions of the Notes contain provisions which may permit their modification without the consent of all investors**

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

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

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

If such Notes in definitive form are issued, holders should be aware that Definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

(U) **The return on an investment in Notes will be affected by charges incurred by investors**

An investor's total return on an investment in any Notes will be affected by the level of fees charged by the nominee service provider and/or Relevant Clearing System used by the investor. Such a person or institution may charge fees for the opening and operation of an investment account, transfers of Notes, custody services and on payments of interest, principal and other amounts or delivery of securities. Potential investors are therefore advised to investigate the basis on which any such fees will be charged on the relevant Notes.

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the potential profit of the Notes. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional — domestic or foreign — parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of securities (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Prospective investors should inform

themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

(V) **Credit ratings assigned to the Issuers, Guarantor or any Notes may not reflect all the risks associated with an investment in those Notes**

One or more independent credit rating agencies may assign credit ratings to the Issuers, the Guarantor or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. A rating agency may fail to withdraw its rating in a timely manner.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

(W) **Credit rating reduction may result in a reduction in the trading value of the Notes**

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

(X) **Legal investment considerations may restrict certain investments**

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

(Y) **Change of law**

The Conditions are predominantly governed by English law. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus.

(Z) **Impact of the Bank Recovery and Resolution Directive – Resolution measures**

On 2 July 2014, Directive 2014/59/EU providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (the "**Bank Recovery and Resolution Directive**" or "**BRRD**"), entered into force. The BRRD is designed to provide authorities with a credible set of tools to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institutions failure on the economy and financial system.

The BRRD provides that it will be applied from 1 January 2015, except for the general bail-in tool (see below) which applies from 1 January 2016.

The BRRD contains four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest: (i) sale of business – which enables resolution authorities to direct the sale of the firm or the whole or part of its business on commercial terms; (ii) bridge institution – which enables resolution authorities to transfer all or part of the business of the firm to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control); (iii) asset separation – which enables resolution authorities to transfer impaired or problem assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only); and (iv) bail-in – which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing institution and to convert certain unsecured debt claims (including Notes) to equity (the "**general bail-in tool**"), which equity could also be subject to any future cancellation, transfer or dilution.

In addition to the general bail-in tool, the BRRD provides for resolution authorities to have the further power to permanently write-down or convert into equity capital instruments such as subordinated Notes at the point of non-viability and before any other resolution action is taken ("**non-viability loss absorption**"). Any shares issued to holders of subordinated Notes upon any such conversion into equity may also be subject to any future cancellation, transfer or dilution.

The powers set out in the BRRD impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. The impact of the BRRD and its implementing provisions on credit institutions, is currently unclear but its current and future implementation and application to any relevant Issuer or Guarantor or the taking of any action under it could materially affect the activity and financial condition of any relevant Issuer or Guarantor and the value of any Notes.

As a result of the implementation of BRRD, holders of Notes may be subject to write-down or conversion into equity on any application of the general bail-in tool and in the case of subordinated Notes, non-viability loss absorption, which may result in such holders losing some or all of their investment. The exercise of any power under the BRRD or any suggestion of such exercise could, therefore, materially adversely affect the rights of holders of Notes, the price or value of their investment in any Notes and/or the ability of the relevant Issuer and/or the Guarantor to satisfy its obligations under any Notes and/or the Guarantee.

(i) *Implementation of BRRD in Belgium*

The implementation of the BRRD into Belgian law has been made by three texts of legislative nature. The first text is the Belgian Law of 25 April 2014 on the status and supervision of

credit institutions (the "**Belgian Banking Law**") which implemented partially the BRRD in anticipation.

This law has been amended by the Royal Decree of 18 December 2015 amending the law of 25 April 2014 on the status and supervision of credit institutions (the "**Royal Decree of 18 December 2015**") and the Royal Decree of 26 December 2015 amending the law of 25 April 2014 on the status and supervision of credit institutions relating to the resolution and recovery of group failures (the "**Royal Decree of 26 December 2015**") which introduced various provisions amending and supplementing the Banking Law to adapt Belgian law to the BRRD.

These royal decrees entered into force on 1 January 2016 and were ratified by the law of 27 June 2016.

The Belgian Banking Law includes a number of measures transposing the BRRD. It grants the power to the supervisor to impose certain recovery measures, including the power to impose in certain circumstances a suspension of activities. Any suspension of activities can, to the extent determined by the competent supervisor, result in the partial or complete suspension of the performance of agreements entered into by the relevant financial institution. The new Belgian Banking Law also grants the power to a resolution authority to take a number of resolution measures, including (i) a forced sale of the credit institution, (ii) the establishment of a bridge bank or (iii) the forced transfer of all or part of the assets, rights or obligations of the credit institution.

The Royal Decree of 18 December 2015 organises the bail-in tool provided for in the BRRD. It provides that the resolution authority may proceed (i) to write-down (reducing the amount outstanding, including to zero), (ii) to the conversion of these debts into equity (ordinary shares or other instruments of ownership) under certain conditions and for the pursuit of certain goals or (iii) to the variation of the terms (e.g. the variation of maturity of a debt instrument). Financial public support may only be used as a last resort after having assessed and exploited, to the maximum extent practicable, the resolution tools, including the bail-in tool. This may result in such holders losing some or all their investment. The exercise of any power under the BRRD and its implementing provisions or any suggestion of such exercise could materially adversely affect the rights of the holders, the price or value of their investment in any Notes and/or the ability of the Issuer or the Guarantor, as the case may be, to satisfy its obligations under any Notes.

The Royal Decree of 26 December 2015 introduces the principle following which, in the context of groups, recovery and resolution plans must be established at group level only, unless otherwise provided.

In addition, it provides that the resolution authority may decide to apply the minimum requirement for own funds and eligible liabilities to credit institutions.

On 31 July 2017, the Belgian legislator amended the Belgian Banking Law in order to give effect to the European Commission's proposals of 23 November 2016 to amend CRD IV and BRRD with respect to the ranking of unsecured debt instruments. The law adds a new article 389/1 in the Belgian Banking Law to establish a new category of unsecured senior debt, so called senior "non-preferred" debt, which ranks junior to senior "preferred" debt. This is in line with Article 108 of BRRD, as amended by Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending the BRRD as regards the ranking of unsecured debt instruments in insolvency.

In addition, Regulation (EU) no. 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism

and a Single Resolution Fund has established as single resolution mechanism. A centralised power of resolution is entrusted to the Single Resolution Board, while the national resolution authorities (for Belgium, le *Collège de résolution/het Afwikkelingscollege*) will remain responsible for certain tasks within the Single Resolution Mechanism.

These measures may have an impact on the performance by BNPPF of its obligations under the Notes and execution of the transaction documents to which BNPPF is a party.

The specific resolution rules set aside the traditional bankruptcy rules allowing the avoidance of transactions entered into during the so called "suspect period" (i.e. claw back); these rules do not apply to the acts of disposal adopted in the context of resolution measures. Moreover, the Belgian Royal Decree dated 22 February 2015 creates two new preferential rights on a bank's movables for depositors and for the guarantee fund.

(ii) *Implementation of BRRD in Luxembourg*

The BRRD was implemented by the Luxembourg act dated 18 December 2015 which was officially published on 24 December 2015 in the Luxembourg Memorial A (n° 246) of the Official Journal of the Grand-Duchy of Luxembourg (page 6000) (the "**BRR Act 2015**"). In line with the BRRD, the BRR Act 2015 gives, amongst others, power to the Commission de Surveillance du Secteur Financier (the "**CSSF**") as the Luxembourg resolution authority (Conseil de Résolution) to implement resolution measures under the BRR Act 2015.

The BRR Act 2015 provides for certain resolution measures, including the power to impose in certain circumstances a suspension of activities resulting in the partial or complete suspension of the performance of agreements entered into by a Luxembourg incorporated entity falling under the scope of such measures, such as BP2F. The resolution tools are intended to be used prior to the point in time at which any insolvency proceedings with respect to the relevant entity could have been initiated and only upon the relevant resolution authorities, i.e. the CSSF, acting in its capacity as resolution authority for Luxembourg, being satisfied that the relevant conditions for resolution contained in articles 33 and 34 of the BRR Act 2015 have been met. The BRR Act 2015 also grants the power to the CSSF, acting in its capacity as the national resolution authority, to take a number of resolution measures, including the application of the general bail-in tool.

Where an institution or a financial institution is considered as failing or likely to fail the available measures include:

(i) sale of business – enables resolution authorities to direct the sale of the institution or the whole or part of its business on commercial terms;

(ii) bridge institution – enables resolution authorities to transfer of all or part of the business of the firm to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control);

(iii) asset separation – enables resolution authorities to transfer impaired or problem assets to a bridge institution or one or more asset management vehicles to allow them to be managed and with a view to maximising their value through eventual sale or orderly wind-down; and

(iv) bail-in – gives resolution authorities the power to write-down the claims of unsecured creditors of a failing institution and/or to convert certain unsecured liabilities (including liabilities under the Notes) to equity, which equity could also be subject of any future write-down.

If the general bail-in tool and the statutory write-down and conversion power become applicable to BP2F, the Notes may be subject to write-down or conversion into equity (that is, ordinary shares or other own funds) on any application of the general bail-in tool and potentially before any other resolution action is taken, which may result in such holders losing permanently some or all of their investment (in particular, the amount of the outstanding may be reduced to zero) without their consent. Subject to certain conditions, the terms of the obligations owed by BP2F (including under the Notes issued by it) may also be varied by the resolution authority (e.g. as to maturity, interest and interest payment dates). The exercise of any power under the BRR Act 2015 or any suggestion of such exercise could materially adversely affect the rights of Noteholders, the price or value of their investment in any Notes and/or the ability of BP2F to satisfy its obligations under any Notes.

For the purposes of the application of the mandatory write-down and conversion power, the point of non-viability is the point in time at which the relevant resolution authority determines that the institution or its group meets the conditions for resolution (but no resolution action has yet been taken) and/or will no longer be viable unless the relevant capital instruments are written down or converted into ordinary shares and/or extraordinary public support is required by the institution or its group.

Resolution measures and measures preceding such resolution measures under the BRR Act 2015 may have an impact on the performance by BNPPF and/or BP2F of their obligations under the Notes and execution of the transaction documents to which BNPPF and/or BP2F are a party.

Regulation (EU) no. 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund has established as single resolution mechanism. A centralised power of resolution is entrusted to the Single Resolution Board and the national resolution authorities (for Luxembourg, the CSSF through the Resolution Council) will work in close cooperation with it and will be responsible for the execution of the resolution scheme according to the instructions of the SRB.

On 23 November 2016, the European Commission published legislative proposals for amendments to the Capital Requirements Regulation, the Capital Requirements Directive and the BRRD and proposed an amending directive to facilitate the creation of a new asset class of "non-preferred" senior debt (the "Proposals"). The Proposals cover multiple areas, including the Pillar 2 framework, the leverage ratio, mandatory restrictions on distributions, permission for reducing own funds and eligible liabilities, macro-prudential tools, a new category of "non-preferred" senior debt and the MREL (minimum requirements for own funds and eligible liabilities) framework. Following the Proposals published by the European Commission of 23 November 2016 the "Creditor Hierarchy Directive" came into force which amends the BRRD as regards the ranking of unsecured debt instruments in the insolvency hierarchy. The Creditor Hierarchy Directive, when transposed into national law, will introduce a new creditor hierarchy for unsecured debt instruments with the inclusion of a new MREL/TLAC eligible subordinated debt class within that hierarchy. Member States have until 29 December 2018 to transpose the Creditor Hierarchy Directive into national law. On 14 May 2018, the Luxembourg government lodged a bill transposing the Creditor Hierarchy Directive into Luxembourg law with the Luxembourg parliament starting the legislative process for the transposition of the Creditor Hierarchy Directive in Luxembourg.

Prospective investors in the Notes should consult their own advisors as to the consequences of the SRM and the implementation of the BRRD, in particular in Luxembourg by the BRR Act 2015.

(AA) Reform of LIBOR and EURIBOR and other interest rate indices and equity, commodity, interest rate and foreign exchange rate "benchmarks"

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

The London Inter-Bank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") are, and other types of indices, including (but not limited to) indices comprised of interest rates, equities, commodities, commodity indices, exchange traded products, foreign exchange rates, funds and combinations of any of the preceding types of indices which may be deemed to be "benchmarks", which have been the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented.

Key international regulatory initiatives relating to the reform of benchmarks include IOSCO'sIOSCO's Principles for Financial Benchmarks8 (the "**IOSCO Principles**") and Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directive 2008/48/EC and 2014/17/EC and Regulation (EU) No 596/2014 (the "**Benchmarks Regulation**"). The IOSCO Principles aim to create an overarching framework of principles for benchmarks to be used in financial markets, specifically covering (among other things) governance and accountability as well as the quality, integrity and transparency of benchmark design, determination and methodologies. A review published by IOSCO in February 2015 of the status of the voluntary market adoption of the IOSCO Principles noted that there has been significant but mixed progress on implementation of IOSCO Principles but that as the benchmarks industry is in a state of change, further steps may need to be taken by IOSCO in the future.

The Benchmarks Regulation was published in the Official Journal of the EU on 29 June 2016. Most of the provisions of the Benchmarks Regulation have applied since 1 January 2018 with the exception of certain provisions (mainly on critical benchmarks) that applied from 30 June 2016. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the European Union and will, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of "benchmarks" and (ii) prevent certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised/registered (or, if non-EU based, deemed equivalent or recognised or endorsed). The scope of the Benchmarks Regulation is wide and, in addition to so-called "critical benchmark" indices, such as EURIBOR, applies to many other indices (including "proprietary" indices or, potentially, baskets, portfolios or strategies) where used to determine the amount payable under or the value or performance of certain financial instruments for which a request for admission to trading on a trading venue has been made, or which are traded on a trading venue (EU regulated market, EU multilateral trading facility ("**MTF**"), EU organised trading facility ("**OTF**")) or via a systematic internaliser or to measure the performance of certain investment funds with the purpose of tracking the return or defining the asset allocation or computing the performance. Different types of benchmark (critical benchmarks, significant benchmarks, non-significant benchmarks and interest rate benchmarks, commodity benchmarks, regulated data benchmarks) are subject to some variations to take into account their characterisation.

The Benchmarks Regulation could have a material impact on any Notes for which a request for admission to trading on a trading venue has been made, or which are traded on a trading venue or via a "systematic internaliser" linked to or referencing a "benchmark" index, including in any of the following circumstances:

- subject to any applicable transitional provisions, an index which is a "benchmark" could not be used by a supervised entity in certain ways if its administrator, or the benchmark (in the case of benchmarks provided by administrators located outside of the EU), is not entered in or is removed from ESMA's register of Benchmarks Regulation approved administrators/benchmarks (for example, if the administrator does not obtain or retain authorisation or registration under the Benchmarks Regulation, or, if based in a non-EU jurisdiction, the administrator does not obtain or retain recognition or endorsement and the administrator/benchmark does not benefit from equivalence);

- the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the Benchmarks Regulation; and

- the fallback provisions specified in the terms of the Notes may apply or, if Condition 5.15 (*Redemption or Amendment of Notes for Administrator/Benchmark Event*) is specified in the applicable Final Terms as applicable, the Issuer may either redeem the Notes at their Early Redemption Amount or may amend the terms of the Notes in order to comply with the provisions of the Benchmarks Regulation (see "*Administrator/Benchmark Event*" below).

Any of the international, national or other reforms or the general increased regulatory scrutiny of "benchmarks" could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the disappearance of certain "benchmarks" (or certain currencies or tenors of benchmarks) or have other adverse effects or unforeseen consequences. The disappearance of a "benchmark" or changes in the manner of administration of a "benchmark" could result in adjustment to the terms and conditions, early redemption or termination, discretionary valuation by the Calculation Agent, delisting or other consequence in relation to Notes linked to such "benchmark". Any such consequence could have a material adverse effect on the value of and return on any such Notes linked to or referencing a "benchmark".

Administrator/Benchmark Event

If Condition 5.15 (*Redemption or Amendment of Notes for Administrator/Benchmark Event*) is specified in the applicable Final Terms as applicable, the occurrence of an Administrator/Benchmark Event may lead to early redemption or adjustment of the Notes. An Administrator/Benchmark Event may occur in any of the following circumstances: (i) if a benchmark is materially changed or permanently cancelled, (ii) the relevant authorisation, registration, recognition, endorsement, equivalence or approval in respect of the benchmark or the administrator of the benchmark is not obtained, (iii) an application for authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is rejected or (iv) any authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or inclusion in any official register is withdrawn.

Future discontinuance of LIBOR may adversely affect the value of the Notes

On 27 July 2017, the Chief Executive of the United Kingdom Financial Conduct Authority, which regulates LIBOR, announced that it does not intend to continue to persuade, or use its powers to compel, panel banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021. It is not possible to predict whether, and to what extent, panel banks will continue to provide LIBOR submissions to the administrator of LIBOR going forwards. This may cause LIBOR to perform differently than it did in the past and may have other consequences which cannot be predicted.

Investors should be aware that, if LIBOR were discontinued or otherwise unavailable, the rate of interest on the Notes will be determined for the relevant period by the fall-back provisions applicable to the Notes. Depending on the manner in which the LIBOR rate is to be determined under the Terms and Conditions, this may in certain circumstances result in the effective application of a fixed rate based on the rate which applied in the previous period when LIBOR was available. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, the Notes.

(BB) Senior Notes are Unsecured Obligations

The Senior Notes are unsubordinated and unsecured obligations of the relevant Issuer and will rank pari passu with themselves.

Each issue of Notes issued by BP2F will be guaranteed by BNPPF pursuant to the BNPPF Note Guarantee. The obligations of BNPPF under the BNPPF Note Guarantee are unsubordinated and unsecured obligations of BNPPF and will rank pari passu with all its other present and future unsubordinated and unsecured obligations, subject as may from time to time be mandatory under Belgian Law.

(CC) A Note's purchase price may not reflect its inherent value

Prospective investors in the Notes should be aware that the purchase price of a Note does not necessarily reflect its inherent value. Any difference between a Note's purchase price and its inherent value may be due to a number of different factors including, without limitation, prevailing market conditions and fees, discounts or commissions paid or accorded to the various parties involved in structuring and/or distributing the Note. For further information prospective investors should refer to the party from whom they are purchasing the Notes. Prospective investors may also wish to seek an independent valuation of Notes prior to their purchase.

(DD) The Issuer or the Guarantor may be substituted by another entity

The conditions of the Notes provide that the Issuer may, following the occurrence of certain events, without the consent of the Holders and without regard to the interests of particular Holders, agree to the substitution of another company as the principal obligor under any Note in place of the Issuer, subject to the conditions set out in Condition 10.4 (*Substitution*). In particular, in the case of guaranteed securities, where the substitute is not the relevant Guarantor, the Guarantor will guarantee the performance of the substitute's obligations under the Notes.

The conditions of the Securities also provide that BNPPF may, following the occurrence of certain events, without the consent of the Holders and without regard to the interests of particular Holders, agree to the substitution of another company as the guarantor in respect of any Notes issued by BP2F, subject to the conditions set out in Condition 10.4 (*Substitution*). In particular, the creditworthiness of the substitute guarantor must be at least equal to that of BNPPF, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner by reference to, inter alia, the long term senior debt ratings assigned by such rating agencies as the Calculation Agent determines.

The Issuer will give Holders notice of such substitution in accordance with Condition 13 (*Notices*).

The terms of the Notes contain no negative pledge, and the Issuer is not prohibited from incurring additional debt.

There is no negative pledge in respect of the Notes and the Terms and Conditions of the Notes place no restrictions on the incurrence by the Issuers or the Guarantor of additional obligations that rank pari passu with, or senior to, the Notes. In addition, the Issuers or the Guarantor may pledge assets to secure other notes or debt instruments without granting an equivalent pledge or security interest and status to the Notes.

(EE) Post-issuance Information

Save as set out in the applicable Final Terms, the relevant Issuer will not provide post-issuance information in relation to the Notes or/and the underlying reference (if any). In such an event, investors will not be entitled to obtain such information from the relevant Issuer.

(FF) Risks Relating to Automatic Early Redemption of the Securities

In the case of Notes that include an Automatic Early Redemption feature, the longer the time remaining until the scheduled maturity date of the Securities, the higher the probability that an Automatic Early Redemption Event will occur.

In the event that the relevant level, value or price of the Underlying Reference approaches the level that triggers the Automatic Early Redemption Event, the Holder may not be able to sell the Notes in the secondary market before the occurrence of the Automatic Early Redemption Event (see also "Possible Illiquidity of the Note in the Secondary Market" above). If the Underlying Reference is listed on a different exchange to that on which the Notes are listed (in case the Notes are listed), the Automatic Early Redemption Event may occur outside the normal trading hours of the exchange on which the Notes are listed. In this case, the Holder may not have an opportunity to sell the Notes in the secondary market before the Automatic Early Redemption Event occurs.

(GG) Risk of Loss Following Automatic Early Redemption of the Securities

In the case of Notes that include an Automatic Early Redemption feature, if the relevant level, value or price of the Underlying Reference(s) reaches the level that triggers the Automatic Early Redemption Event, the product will automatically redeem before the scheduled maturity date. Depending on the applicable payout the Holder may lose some or all of his investment in the Notes.

(III) ***Risks related to the structure of a particular issue of Notes***

A wide range of Notes may be issued under the Programme. A number of these Notes may, in addition to the risks described above, have features which contain particular risks for potential investors.

Prospective investors should consult their own financial, tax and legal advisors as to the risks entailed by an investment in such Notes and the suitability of such Notes in light of their particular circumstances and ensure that its acquisition is fully consistent with their financial needs and investment policies, is lawful under the laws of the jurisdiction of its incorporation and/or in which it operates, and is a suitable investment for it to make. The Issuers believe that such Notes should only be purchased by investors who are, or who are purchasing under the guidance of, financial institutions or other professional investors that are in a position to understand the special risks that an investment in these instruments involves, in particular relating to options and derivatives and related transactions, and should be prepared to sustain a total loss of the purchase price of their Notes.

Set out below is a description of some of the most common of such features.

(A) **Structured Notes in general**

An investment in Notes, the payment of principal, interest and/or premium of which is determined by reference to one or more Underlying Reference (either directly or indirectly) and has certain structural features or combination of structural features ("**Structured Notes**"), may entail significant risks not associated with similar investments in a conventional debt security or a direct investment in the Underlying Reference, including the risks that the resulting rate of return will be less than that on a conventional debt security or the Underlying Reference and/or that an investor may lose the value of its entire investment or part of it, as the case may be. Neither the current nor the historical value of the relevant Underlying Reference should be taken as an indication of future performance of (a) such Underlying Reference or (b) the trading or market value of a Note, during the term of any Note.

An issue of Structured Notes may not give a holder the right to reimbursement of the nominal value of such Note. Accordingly, investment in Structured Notes is only suitable for investors who are prepared to accept the risk that all or part of their capital may be lost.

The Underlying Reference(s) and/or the composition thereof, method of calculation (if applicable) or other factors of the Underlying Reference(s) may change in the future. There is no assurance that issuers, sponsors, licensors of the Underlying Reference(s) or any other third party (as the case may be) who have an influence on the Underlying Reference(s) will not change the composition thereof, method of calculation or other factors of the Underlying Reference(s). Any such change to the Underlying Reference(s) may be beyond the control of the relevant Issuer and may adversely affect the value of the Notes.

If the formula used to determine the amount of principal and interest, if any, with respect to such Notes contains a multiplier or leverage factor, the effect of any change in the Underlying Reference(s) will be magnified. In recent years, values of certain Underlying Reference(s) have been highly volatile; such volatility in the past is not necessarily indicative, however, of fluctuations that may occur in the future.

Structured Notes are Notes which do not provide for predetermined redemption amounts and/or interest payments but amounts payable (whether in respect of principal and/or interest) will be dependent upon the performance of the Underlying Reference which themselves may contain substantial interest rate, foreign exchange, correlation, time value, political and/or other risks. The exposure to the Underlying Reference in many cases will be achieved by the relevant Issuer entering into hedging arrangements. Potential investors should be aware that under the terms of Structured Notes they are exposed to the performance of these hedging arrangements and the events that may affect these hedging arrangements and consequently the occurrence of any of these events may affect the value of the Notes.

An investment in Structured Notes linked to an Underlying Reference therefore entails significant risks that are not associated with similar investments in a conventional fixed or floating rate debt security. These risks include, among other things, the possibility that:

- the Underlying Reference may be subject to significant changes, whether due to the composition of any such Underlying Reference itself, or because of fluctuations in value of the Underlying Reference;

- the resulting interest rate will be less (or may be more) than that payable on a conventional debt security issued by the relevant Issuer at the same time;

- the holder of a Structured Note linked to an Underlying Reference could lose all or a substantial portion of the principal of such Note (whether payable at maturity or upon

redemption or repayment), and, if the principal is lost, interest may cease to be payable on such Note;

- any Note that is linked to more than one type of Underlying Reference, or to formulae that encompass the risks associated with more than one type of Underlying Reference, may carry levels of risk that are greater than Notes that are indexed to one type of Underlying Reference only;

- it may not be possible for investors to hedge their exposure to these various risks relating to Structured Notes linked to one or more Underlying Reference(s);

- a significant market disruption could mean that any Underlying Reference ceases to exist; and

- as a result of one or more of the above factors the trading or market value of the Structured Notes may be volatile or non-correlated with the Underlying Reference.

(B) **Notes subject to optional redemption by the relevant Issuer**

Notes may be subject to optional redemption by the relevant Issuer. An optional redemption feature of Notes is likely to limit their market value. During any period when the relevant Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The relevant Issuer may choose to redeem Notes early for various reasons. For example, the relevant Issuer may choose to redeem Notes early when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time and that it may not be able to find a comparable product to the Note being redeemed at the time of redemption. In addition, the yields received upon redemption may be lower than expected, and the redeemed face amount of the Notes may be lower than the purchase price for the Notes and part of the Noteholders' investment may be lost.

(C) **Additional Disruption Events and Optional Additional Disruption Events**

If an Additional Disruption Event or any Optional Additional Disruption Event specified in the applicable Final Terms occurs, the Notes may be subject to adjustment or redemption or the amount payable on scheduled redemption may be different from the amount expected to be paid at scheduled redemption. The Additional Disruption Events relate to changes in law (including changes in tax or regulatory capital requirements) and hedging disruption in respect of any hedging transactions relating to the Notes (both as more fully set out in the Conditions). Optional Additional Disruption Events relate to increased cost of any hedging transactions in respect of the Notes (as set out in the Conditions).

Consequently the occurrence of an Additional Disruption Event and/or an Optional Additional Disruption Event may have an adverse effect on the value or liquidity of the Notes.

(D) **Limited Exposure to Underlying Reference**

If the applicable Final Terms provide that the exposure of any Structured Notes to one or more Underlying References is limited or capped to a certain level or amount, such Notes will not benefit from any upside in the value of any such Underlying References beyond such limit or cap.

(E) **Partly-Paid Notes**

The relevant Issuer may issue Exempt Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of his investment.

(F) **Inverse Floating Rate Notes**

Investments in Notes which bear interest at an inverse floating rate comprise (a) a fixed base rate minus (b) a reference rate ("**Inverse Floating Rate Notes**"). Investors should note that any increase in the value or level of the Underlying Reference will not lead to a corresponding increase in the principal, interest and/or premium payable on the Notes and consequently the value of the Notes. Any increase in the value or level of the Underlying Reference will result in a decrease in the principal, interest and/or premium payable on the Notes, and therefore the market value of such Notes. The market value of such Notes is usually more volatile than the market value of floating rate Notes based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which may further reduce the market value of these Notes.

(G) **Variable Rate Notes**

The relevant Issuer may issue Notes where the redemption amount, interest and/or premium, if any payable on the Notes is linked to changes in one or more rates and/or Underlying References specified in the Final Terms ("**Variable Rate Notes**") during the period specified therein. Prospective purchasers of the Notes should make their own independent evaluation of the risks associated with an investment in the Notes. The rates and/or Underlying References to which the Variable Rate Notes are linked to may be volatile and unpredictable. Investors should be aware that it may be possible that there may be significant changes in such rates and/or Underlying References and such changes may lead to a decrease in the value of the Notes and the amount of the redemption amount and any interest and/or premium payable on the Notes.

(H) **Fixed to Floating Rate Notes**

Fixed to floating rate Notes initially bear interest at a fixed rate. Conversion from a fixed rate to a floating rate then takes place either automatically or, in the case of Exempt Notes only, at the option of the relevant Issuer (if certain predetermined conditions are met or at the sole discretion of the relevant Issuer). The conversion (whether automatic or optional) of the interest rate will affect the secondary market in, and the market value of, the Notes since the conversion may lead to a lower overall cost of borrowing for the relevant Issuer. If a fixed rate is converted to a floating rate, the spread on the fixed to floating rate Notes may be less favourable than then prevailing spreads on comparable floating rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes.

(I) **Certain Considerations Associated with Notes linked to Emerging Markets**

The Issuer may issue Notes where the amount payable on redemption or the interest payable is linked to Underlying References which consist of (i) indices comprising securities of issuers that are located in, or subject to regulation in, emerging or developing countries, or (ii) Notes which are denominated in the currency of, or are traded in, emerging or developing countries or (iii) currencies of emerging or developing countries. Prospective investors should note that additional risks may be associated with investment in such Notes, including risks associated with political and economic uncertainty, adverse governmental policies, restrictions on foreign investment and currency convertibility,

currency exchange rate fluctuations, possible lower levels of disclosure and regulation, and uncertainties as to the status, interpretation and application of laws including, but not limited to, those relating to expropriation, nationalisation and confiscation.

Notes traded in emerging or developing countries tend to be less liquid and the prices of such securities more volatile. In addition, settlement of trades in some such markets may be slower and more subject to failure than in markets in developed countries.

Increased custodian costs, if applicable, as well as administrative difficulties (such as the applicability of the laws of the jurisdictions of emerging or developing countries to custodians in such jurisdictions in various circumstances, including bankruptcy, ability to recover lost assets, expropriation, nationalisation and record access) may also arise from the maintenance of assets in such emerging or developing countries.

Prospective purchasers of such Notes should also be aware that the probability of the occurrence of a disruption event and consequently loss of investment or profit by an investor may be higher for certain developing or emerging markets. Prospective purchasers are expected to conduct their own enquiries and be satisfied that there are additional risks associated with investments linked to the performance of underlying assets located in these markets.

(J) **The occurrence of a FX Settlement Disruption Event may lead to postponement or payment in an alternative currency**

If FX Settlement Disruption applies to the Notes and the Calculation Agent determines on the second Business Day prior to the relevant due date for payment (the "**FX Disrupted Payment Date**") that a FX Settlement Disruption Event has occurred and is subsisting, investors should be aware that payments of principal and/or interest (if applicable) may (i) occur at a different time than expected and that no additional amount of interest will be payable in respect of any delay in payment of principal and/or interest and (ii) be made in USD (the "**FX Settlement Disruption Currency**"). In certain circumstances, the rate of exchange used to convert the currency in which the Notes are denominated into the FX Settlement Disruption Currency may not be the market rate of exchange for such currencies and, in some cases, may be determined by the Calculation Agent in its discretion.

(K) **Notes issued at a substantial discount or premium**

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

(L) **Noteholders will not be able to calculate in advance their rate of return on Floating Rate Notes.**

A key difference between Notes which pay a floating rate of interest ("**Floating Rate Notes**") and Notes which pay a fixed rate of interest ("**Fixed Rate Notes**") is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the Terms and Conditions provide for frequent interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing. In addition, the relevant Issuer's ability to issue Fixed Rate Notes may affect the market value and secondary market (if any) of the Floating Rate Notes (and *vice versa*).

(M) **Zero coupon Notes are subject to higher price fluctuations than non-discounted Notes.**

Changes in market interest rates generally have a substantially stronger impact on the prices of Zero Coupon Notes (as defined below) than on the prices of ordinary notes because the discounted issue prices are substantially below par. If market interest rates increase, Zero Coupon Notes can suffer higher price losses than other notes having the same maturity and credit rating.

(N) **Senior Subordinated Notes and Junior Subordinated Notes**

(i) The relevant Issuer's obligations under Subordinated Notes are subordinated

If the relevant Issuer or the Guarantor is declared insolvent and any applicable winding up, bankruptcy, insolvency or other similar or analogous proceedings are initiated, such Issuer or the Guarantor (as the case may be) will be required to pay the holders of senior debt and meet its obligations to all its other creditors (including unsecured creditors and depositors but excluding any obligations in respect of subordinated debt) in full before it can make any payments on the relevant subordinated Notes (which may be either Junior Subordinated Notes or Senior Subordinated Notes (each as defined in the Conditions, and together, the "**Subordinated Notes**"). If this occurs, the relevant Issuer or Guarantor (as the case may be) may not have enough assets remaining after these payments to pay amounts due under the Notes or the Guarantees (as the case may be).

The relevant Issuer's obligations under Subordinated Notes will be unsecured and subordinated and will rank junior in priority of payment to Senior Liabilities. Senior Liabilities means all of the relevant Issuer's liabilities which constitute direct, unconditional, unsubordinated and unsecured obligations of the relevant Issuer. Although Subordinated Notes may pay a higher rate of interest than comparable Notes which are not subordinated, there is a real risk that an investor in Subordinated Notes will lose all or some of his investment should the relevant Issuer become insolvent.

(ii) Non Payment under Subordinated Notes

Any deferral of interest payments will likely have an adverse effect on the market price of the Subordinated Notes. In addition, as a result of the interest deferral provision of the Subordinated Notes, the market price of the Subordinated Notes may be more volatile than the market prices of other debt securities on which original issue discount or interest accrues that are not subject to such deferrals and may be more sensitive generally to adverse changes in the relevant Issuer's financial condition.

The holders of Subordinated Notes only have limited rights to declare the Notes immediately due and payable (see Condition 9.2 and 9.3) (the Notes will only become due and payable if an order is made or an effective resolution is passed for the bankruptcy or resolution of the relevant Issuer).

(iii) Subordinated Notes may be subject to loss absorption on any application of the general bail-in tool or at the point of non-viability of the Issuer or, potentially, the Guarantor

The Bank Recovery and Resolution Directive contemplates that Subordinated Notes may be subject to non-viability loss absorption, in addition to the application of the general bail-in tool. See "*Impact of the Bank Recovery and Resolution Directive - Resolution Measures*").

(O) **Subordinated Tier 2 Notes**

(i) Subordinated Tier 2 Notes are subordinated obligations which do not provide for events of default allowing acceleration of payment other than in a dissolution or liquidation

The Subordinated Tier 2 Notes are direct, unconditional, unsecured and unsubordinated obligations of the relevant Issuer and shall, in the event of a dissolution, liquidation or winding-up of the relevant Issuer (except, in any such case, a solvent liquidation or winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of the Issuer or substitution in place of the Issuer or a successor in business of the Issuer) be subordinated in right of payment to the claims of the Senior Creditors of the relevant Issuer (as provided for and defined in Condition 3.7).

Therefore, if the relevant Issuer were to be wound up, liquidated or dissolved, the liquidator would first apply assets of such Issuer to satisfy all rights and claims of such Senior Creditors. If the relevant Issuer does not have sufficient assets to settle such claims in full, the claims of the holders of the Subordinated Tier 2 Notes will not be met and, as a result, the holders will lose the entire amount of their investment in the Subordinated Tier 2 Notes. The Subordinated Tier 2 Notes will share equally in payment with the other pari passu claims. If the relevant Issuer does not have sufficient funds to make payments on all of them, holders could lose all or part of their investment. Accordingly, although Subordinated Tier 2 Notes may pay a higher rate of interest than comparable Senior Notes or other debt instruments, which are not subordinated, there is a real risk that an investor in Subordinated Tier 2 Notes will lose all or some of its investments should the relevant Issuer become insolvent.

Furthermore, the Conditions of the Subordinated Tier 2 Notes do not provide for events of default allowing for acceleration of the Subordinated Tier 2 Notes if certain events occur. Accordingly, if the relevant Issuer fails to meet any obligations under the Subordinated Tier 2 Notes, including the payment of any interest, investors will not have the right to accelerate payment of principal, which shall only be due in the event of the relevant Issuer's dissolution or liquidation. Upon a payment default, the sole remedy available to holders of Subordinated Tier 2 Notes for recovery of amounts owing in respect of any payment of principal or interest on the Subordinated Tier 2 Notes will be the institution of dissolution or liquidation proceedings to the extent permitted under Belgian or Luxembourg law in order to enforce such payment.

Moreover, in any such proceedings, the Subordinated Tier 2 Notes will be subordinated in right of payments in accordance with Condition 3.7. Holders should further be aware that, in or prior to such dissolution or liquidation scenario, the resolution authorities could decide to write down the principal amount of the Subordinated Tier 2 Notes to zero or to convert such principal amount into equity or tier 1 instruments.

(ii) *Subordinated Tier 2 Notes issued by BNPPF may be subject to loss absorption on any application of the general bail-in tool or at the point of non-viability of the Issuer*

In relation to BNPPF only, the Bank Recovery and Resolution Direction contemplates that Subordinated Tier 2 Notes may be subject to non-viability loss absorption, in addition to the application of the general bail-in tool. See "*Impact of the Bank Recovery and Resolution Directive – Resolution measures*".

(iii) *Secondary market in Subordinated Tier 2 Notes may be subject to increased illiquidity*

Subordinated Tier 2 Notes may have no established trading market when issued and one may never develop. If a market does develop, it may not be liquid and, if the relevant Subordinated Tier 2 Notes are not listed or no listing is obtained, liquidity, if any, is likely to be further reduced. Therefore, investors may not be able to sell their Subordinated Tier 2 Notes easily or at a price that will provide them with a yield comparable to similar investments that have a developed secondary market. This is likely to be particularly the case for Subordinated Tier 2 Notes given that they are designed for specific investment objectives and have been structured to meet the investment requirements of limited categories of investors. Moreover,

the relevant Issuer and its subsidiaries will, under applicable legislation, generally be prohibited from purchasing any Subordinated Tier 2 Notes and will not be able to act as market maker in respect of such securities. Illiquidity may have a severely adverse effect on the market value of the Subordinated Tier 2 Notes.

(iv) Subordinated Tier 2 Notes issued by BNPPF may be subject to loss absorption on any application of the general bail-in tool or at the point of non-viability of the Issuer

In relation to BNPPF only, the Bank Recovery and Resolution Directive contemplates that Subordinated Tier 2 Notes may be subject to non-viability loss absorption, in addition to the application of the general bail-in tool. See "*Impact of the Bank Recovery and Resolution Directive – Resolution measures* ".

(v) Potential conflicts of interest specific to Subordinated Tier 2 Notes

Potential investors should be aware that the reason for issuing the Subordinated Tier 2 Notes is, in the case of BNPPF, to raise tier 2 capital which enhances the loss absorption of the Issuer. BNPPF may also act as a dealer in connection with the issue and the placement of certain issues of Subordinated Tier 2 Notes. If at any given time, the relevant Issuer would face financial problems, such Issuer may act in its own best interest and will not be obliged to protect the interests of the holders of the Subordinated Tier 2 Notes. Furthermore, upon the occurrence of a Capital Disqualification Event (as defined in Condition 5.10), BNPPF may decide to redeem Subordinated Tier 2 Notes early or, in the case of Subordinated Tier 2 Notes having a denomination of EUR 100,000 or more, proceed with variation thereof in accordance with Condition 10.6. In determining its course of action, BNPPF will take its own best interest into account, without being obliged to protect the interests of the holders of the Subordinated Tier 2 Notes.

(P) **Subordinated Notes and Subordinated Tier 2 Notes**

(i) Subordinated Notes and Subordinated Tier 2 Notes have a different risk profile from, and will not benefit from the same protections as, bank deposits with BNPPF or any other investment firm in the BNP Paribas Group

An investment in Subordinated Notes or Subordinated Tier 2 Notes may give rise to higher yields than a bank deposit placed with BNPPF or with any other investment firm in the BNP Paribas Group (a "**BNPP Bank Deposit**"). However, an investment in Subordinated Notes or Subordinated Tier 2 Notes carries risks which are very different from the risk profile of a BNPP Bank Deposit. Subordinated Notes or Subordinated Tier 2 Notes are expected to have greater liquidity than a BNPP Bank Deposit since BNPP Bank Deposits are generally not transferable. However, Subordinated Notes or Subordinated Tier 2 Notes may have no established trading market when issued, and one may never develop. See further "*An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell his Notes*" and "*Secondary market in Subordinated Tier 2 Notes may be subject to increased illiquidity*". Payments on Subordinated Notes or Subordinated Tier 2 Notes are subordinated obligations of the relevant issuer and investments in Subordinated Notes or Subordinated Tier 2 Notes do not benefit from any protection provided pursuant to Directive 2014/49/EU of the European Parliament and of the Council on deposit guarantee schemes or any national implementing measures implementing this Directive in any jurisdiction. Therefore, if the Issuer becomes insolvent or defaults on its obligations, investors investing in such Notes in a worst case scenario could lose their entire investment. Further, as a result of the implementation of BRRD, holders of Subordinated Notes or Subordinated Tier 2 Notes may be subject to write-down or conversion into equity on any application of the general bail-in tool and non-viability loss absorption, which may result in such holders losing some or all of their investment. See further "*Impact*

of the Bank Recovery and Resolution Directive – Resolution measures", "*Subordinated Notes may be subject to loss absorption on any application of the general bail-in tool or at the point of non-viability of the Issuer or, potentially, the Guarantor*" and "*Subordinated Tier 2 Notes issued by BNPPF may be subject to loss absorption on any application of the general bail-in tool or at the point of non-viability of the Issuer*".

(Q) **Inflation Index-Linked Notes, Foreign Exchange (FX) Rate-Linked Notes, Dual Currency Notes and Underlying Interest Rate-Linked Notes**

(i) Inflation Index-Linked Notes

Inflation Index-Linked Notes ("**Inflation Index-Linked Notes**") are Notes whose redemption amount, interest amounts and/or premium, if any, may be linked to the performance of one or more inflation or price indices during a specified period or on specified dates (as set out in the relevant Final Terms). Investment in Inflation Index-Linked Notes involves risks not associated with an investment in conventional debt securities. In addition to the risk factors that may apply to Notes in general and Structured Notes in general, potential investors should be aware that in relation to Inflation Index-Linked Notes:

(1) the payment of principal, interest and/or premium is linked to the change in the level of the relevant inflation or price index. If there is little or no change in inflation, the level of the inflation or price index may not change. If there is deflation, the level of the inflation or price index may decrease; consequently, the payment of principal, interest and/or premium, if any, may be less than expected, may be zero or may be the principal protected amount, if any (as specified in the relevant Final Terms);

(2) the inflation or price index itself and the way such inflation or price index is calculated may change in the future. There can be no assurance that the sponsor of the relevant inflation or price index will not change the method by which it calculates the index. In addition, changes in the way the inflation or price index is calculated could reduce the level of the index, lower the redemption amount, interest amount and/or premium, if any, payable on the Notes and consequently significantly reduce the value of the Notes. If the relevant inflation or price index is substantially altered or has been terminated and/or a substitute index is employed to calculate the redemption amount, interest amounts and/or premium, if any, payable on the Notes, as described in the applicable Final Terms, that substitution may adversely affect the value of the Notes;

(3) the historical levels of the relevant inflation or price index are not an indication of future levels of such index. Fluctuations and trends in the inflation or price index that may have occurred in the past are not necessarily indicative of fluctuations or trends that may occur in the future. Noteholders will receive the redemption amount, interest amounts and/or premium, if any, which will be affected by changes in the relevant inflation or price index and such changes may be significant. Changes in the inflation or price index may be a result of various factors over which the relevant Issuer has no control;

(4) where an "adjusted" inflation or price index is being used in calculating the redemption amount, interest amounts and/or premium, if any, payable on the Notes, there is a risk that the adjustments that have been made by the sponsor of such "adjusted" inflation or price index have not been made accurately in reducing the impact of seasonally and trends which affect inflation. Conversely, where a "non-adjusted" inflation or price index is being used in calculating the redemption amount, interest amounts and/or premium, if any, payable on the Notes, Noteholders should be aware that such "non-adjusted" inflation or price index is subject to the effects of seasonality and trends which affect inflation;

(5) in certain circumstances following cessation of publication of the inflation index, the Calculation Agent may determine that there is no appropriate alternative inflation index, in which case the Issuer may redeem the Notes. Such action may have an effect on the value of the Notes;

(6) if the amount of principal and/or interest payable are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the level of the inflation index or the indices on principal or interest payable will be magnified; and

(7) the market price of such Notes may be volatile and may depend on the time remaining to the redemption date and the volatility of the level of the inflation index or indices. The level of the inflation index or indices may be affected by the economic, financial and political events in one or more jurisdictions.

Potential investors in any such Notes should be aware that depending on the terms of the Inflation Linked Notes (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest may occur at a different time than expected and (iii) they may lose all or a substantial portion of their investment. In addition, the movements in the level of the inflation index or indices may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant level of the inflation index or indices may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the level of an inflation index or result of a formula, the greater the effect on yield.

(ii) Foreign Exchange (FX) Rate-Linked Notes

Foreign Exchange (FX) Rate-Linked Notes ("**Foreign Exchange (FX) Rate-Linked Notes**") are Notes whose redemption amount, interest amounts and/or premium, if any, may be linked to one or more currency exchange rate. An investment in Foreign Exchange (FX) Rate-Linked Notes will entail significant risks not associated with an investment in a conventional debt security. On redemption of Foreign Exchange (FX) Rate-Linked Notes, Noteholders will receive an amount (if any) determined by reference to the value of one or more Subject Currencies against one or more Base Currencies. Accordingly, an investment in Foreign Exchange (FX) Rate-Linked Notes may bear similar market risks to a direct currency investment, and investors should take advice accordingly.

Potential investors in any such Notes should be aware that, depending on the terms of the Foreign Exchange (FX) Rate-Linked Notes (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest may occur at a different time or in a different currency than expected and (iii) they may lose a substantial portion of their investment. In addition, movements in currency exchange rates may be subject to significant fluctuations that may not correlate with changes in interest rates or other indices and the timing of changes in the exchange rates may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in currency exchange rates, the greater the effect on yield.

Fluctuations in exchange rates of the relevant currency (or basket of currencies) will affect the value of Foreign Exchange (FX) Rate-Linked Notes. Furthermore, investors who intend to convert gains or losses from the redemption or sale of Foreign Exchange (FX) Rate-Linked Notes into their home currency may be affected by fluctuations in exchange rates between their home currency and the relevant currency (or basket of currencies). Currency values may be affected by complex political and economic factors, including governmental action to fix or support the value of a currency (or basket of currencies), regardless of other market forces. Purchasers of Foreign Exchange (FX) Rate-Linked Notes risk losing their entire investment

if exchange rates of the relevant currency (or basket of currencies) do not move in the anticipated direction.

Exchange rates between currencies are determined by factors of supply and demand in the international currency markets which are influenced by macro economic factors, speculation and central bank and government intervention (including the imposition of currency controls and restrictions). If additional securities relating to particular currencies or particular currency indices are subsequently issued, the supply of securities relating to such currencies or currency indices, as applicable, in the market will increase, which could cause the price at which the Notes and such other securities trade in the secondary market to decline significantly. In recent years, rates of exchange between some currencies have been volatile. This volatility may be expected in the future. Fluctuations that have occurred in any particular exchange rate in the past are not necessarily indicative, however, of fluctuation that may occur in the rate during the term of any Note. Fluctuations in exchange rates will affect the value of Foreign Exchange (FX) Rate-Linked Notes.

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

The market price of such Notes may be volatile and, if the amount of principal and/or interest payable is dependent upon movements in currency exchange rates, may depend upon the time remaining to the redemption date and the volatility of currency exchange rates. Movements in currency exchange rates may be dependent upon economic, financial and political events in one or more jurisdictions.

If the Calculation Agent determines that a Disruption Event (as defined in the Foreign Exchange (FX) Rate-Linked Note Conditions) has occurred or exists on such valuation date, any consequential postponement of the valuation date, or any alternative provisions for valuation provided in any such Notes may have an adverse effect on the value and liquidity of such Notes. The timing of such dates (as scheduled or as so postponed or adjusted) may affect the value of the relevant Notes such that the Noteholder may receive a lower cash redemption amount and/or interest amount or other payment under the relevant Notes than otherwise would have been the case. The occurrence of such a Disruption Event in relation to any currency exchange rate comprising a basket may also have such an adverse effect on Notes related to such basket. In addition, any such consequential postponement may result in the postponement of the date of redemption of the Notes.

If Automatic Early Redemption Event applies in respect of Foreign Exchange (FX) Rate-Linked Notes, the Notes redeem automatically if the value (or the weighted sum of the values) of the relevant subject currency or currencies observed is 'greater than', 'greater than or equal' to, 'less than' or 'less than or equal to' (as specified in the applicable Final Terms) the specified level (the "**Automatic Early Redemption Level**"). In this case, the Notes will be redeemed on the date specified in the applicable Final Terms. The Underlying Reference will be observed on specified dates.

Each Note will redeem at an amount equal to the product of (i) the Calculation Amount and (ii) the sum of (a) the specified automatic early redemption percentage and (b) the automatic early redemption rate, and will pay interest accrued up to the date on which the Notes are redeemed.

(iii) Dual Currency Notes

The Issuers may issue Notes with principal, interest and/or premium payable in a currency which may be different from the currency in which the Notes are denominated ("**Dual Currency Notes**"). In addition to the risk factors that may apply to Notes in general and Structured Notes in general, potential investors should be aware that in relation to Dual Currency Notes:

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

(2) they may receive no interest and/or premium;

(3) payment of principal, interest and/or premium (if applicable) may occur at a different time or in a different currency than expected;

(4) in certain circumstances, Noteholders may need to specify additional information to receive a relevant currency (including an account in which they can receive amounts in the relevant currency) and payments of the relevant currency by the Issuer may be delayed or, in certain circumstances, the Issuer may be discharged from its payment obligations in respect of the Notes in the event that the Noteholders fail to specify such account within a prescribed period;

(5) they may lose all or a substantial portion of their principal;

(6) there may be movements in currency exchange rates which may result in significant fluctuations that may not correlate with changes in interest rates, currencies or related factors;

(7) the exchange rate used to calculate amounts payable in the settlement currency may be fixed prior to, on or after the Issue Date meaning the investors will not benefit from favourable changes in exchange rates during the terms of the Dual Currency Notes; and

(8) settlement in the Settlement Currency may result in a lower return than if settlement had been made in the Specified Currency due to the risk on the exchange rate.

(iv) Underlying Interest Rate-Linked Notes

The Issuer may issue Notes where the amount of principal and/or interest payable are dependent upon movements in underlying interest rates ("**Underlying Interest Rate-Linked Notes**"). Accordingly an investment in Underlying Interest Rate-Linked Notes may bear similar market risks to a direct interest rate investment and potential investors should take advice accordingly.

Potential investors in any such Notes should be aware that, depending on the terms of the Underlying Interest Rate Linked Notes (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest may occur at a different time than expected and (iii) they may lose a substantial portion of their investment. In addition, movements in interest rates may be subject to significant fluctuations that may not correlate with changes in other indices and the timing of changes in the interest rates may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in interest rates, the greater the effect on yield.

Interest rates are determined by various factors which are influenced by macro economic, political or financial factors, speculation and central bank and government intervention. In

recent years, interest rates have been relatively low and stable, but this may not continue and interest rates may rise and/or become volatile. Fluctuations that have occurred in any interest rate in the past are not necessarily indicative, however, of fluctuation that may occur in the rate during the term of any Note. Fluctuations in interest rates will affect the value of Underlying Interest Rate-Linked Notes.

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

The market price of such Notes may be volatile and, if the amount of principal and/or interest payable is dependent upon movements in interest rates, may depend upon the time remaining to the redemption date and the volatility of interest rates. Movements in interest rates may be dependent upon economic, financial and political events in one or more jurisdictions.

If 'Standard Automatic Early Redemption' applies in respect of Underlying Interest Rate-Linked Notes, the Notes redeem automatically if the underlying reference rate observed is 'greater than', 'greater than or equal' to, 'less than' or 'less than or equal to' the specified level (the "**Automatic Early Redemption Level**"). In this case, the Notes will be redeemed on the next Interest Payment Date. The Underlying Reference will be observed on specified dates.

Each Note will redeem at an amount equal to the product of (i) the Calculation Amount and (ii) the sum of (a) the specified automatic early redemption percentage and (b) the automatic early redemption rate, and may pay either (i) the interest accrued up to the Interest Payment Date on which the Notes are redeemed, (ii) no interest or (iii) the interest accrued up to date on which the Automatic Early Redemption Event occurred.

INFORMATION INCORPORATED BY REFERENCE IN THIS BASE PROSPECTUS

This section incorporates selected financial and other information regarding the Issuers and the Guarantor from other publicly available documents. It also details where certain other specified documents relating to the Notes are made available for viewing.

INFORMATION INCORPORATED BY REFERENCE IN THIS BASE PROSPECTUS

The following section applies to both Exempt Notes and Non-exempt Notes.

The following documents which have previously been published or are published simultaneously within this Base Prospectus and have been filed with the CSSF and the Luxembourg Stock Exchange shall be deemed to be incorporated in, and to form part of, this Base Prospectus:

1. The 2017 annual report of BNPPF including, in particular, the audited annual financial statements of BNPPF (including the unqualified statutory auditor's report of the joint statutory auditors on the consolidated financial statements for the year ended 31 December 2017 (including their opinion with explanatory paragraphs)), including, among other things:

(a)	the audited consolidated profit and loss account of BNPPF for the financial year ended 31 December 2017	page 44
(b)	the statement of net income and change in assets and liabilities recognised directly in equity of BNPPF for the financial year ended 31 December 2017	page 45
(c)	the balance sheet of BNPPF for the financial year ended 31 December 2017	page 46
(d)	the cash flow statement of BNPPF for the financial year ended 31 December 2017	page 47
(e)	the statement of changes in shareholders' equity between 1 January 2016 and 31 December 2017	page 48
(f)	the notes to the consolidated balance sheet for the financial year ended 31 December 2017 financing commitments and guarantee commitments, salaries and employee benefits and additional information	pages 49-152
(g)	the joint statutory auditor's report to the general shareholder's meeting on the consolidated financial statements of BNPPF as of and for the year ended 31 December 2017 (including their opinion with explanatory paragraphs)	pages 175-186
(h)	the section headed 'Information related to Article 523 of the Belgian companies code' describing decisions of the Board of BNPPF of 9 March 2017	page 192
(i)	the section headed "Risk Management and Capital Adequacy"	pages 153 – 174

(a)	Risk management organisation	pages 155 – 156
(b)	Risk measurement and categories	pages 157 – 158
(c)	Capital Adequacy	pages 159 – 161
(d)	Credit and counterparty credit risk	pages 162 – 166
(e)	Market risk	pages 167 – 169
(f)	Sovereign risk	page 170
(g)	Operational risk	page 171
(h)	Compliance and reputational risk	page 172
(i)	Liquidity	pages 173 – 174

2. The 2016 annual report of BNPPF including, in particular, the audited annual financial statements of BNPPF (including the unqualified statutory auditor's report of the joint statutory auditors on the consolidated financial statements for the year ended 31 December 2016 (including their opinion with explanatory paragraphs)), including, among other things:

(a)	the audited consolidated profit and loss account of BNPPF for the financial year ended 31 December 2016	page 44
(b)	the statement of net income and change in assets and liabilities recognised directly in equity of BNPPF for the financial year ended 31 December 2016	page 45
(c)	the balance sheet of BNPPF for the financial year ended 31 December 2016	page 46
(d)	the audited consolidated statement of cash flows of BNPPF for the financial year ended 31 December 2016	page 47
(e)	the statement of changes in shareholders' equity between 1 January 2015 and 31 December 2016	page 48
(f)	the notes to the consolidated balance sheet for the financial year ended 31 December 2016 financing commitments and guarantee commitments, salaries and employee benefits and additional information	pages 49-154
(g)	the joint statutory auditor's report to the general shareholder's meeting on the consolidated financial statements of BNPPF as of and for the year ended 31 December 2016 (including their opinion with explanatory paragraphs)	pages 207-209
(h)	the section headed 'Information related to Article 523 of the Belgian companies code' describing decisions of the Board of BNPPF as of 3 March 2016 and 26 August 2016	pages 216 – 217

(i)	the section headed "Risk Management and Capital Adequacy"		pages 155 – 206
	(a)	Risk management organisation	pages 157 – 158
	(b)	Risk measurement and categories	pages 159 – 160
	(c)	Capital Adequacy	pages 161 – 165
	(d)	Credit and counterparty credit risk	pages 166 – 184
	(e)	Market risk	pages 185 – 198
	(f)	Sovereign risk	page 199
	(g)	Operational risk	page 200 – 201
	(h)	Compliance and reputational risk	page 202
	(i)	Liquidity	pages 203 – 206

3. the 2017 audited annual accounts of BP2F (including the report of the approved independent auditor issued by Deloitte Audit S.à r.l. (*réviseur d'entreprises agréé*) on 15 March 2018 for the year ended 31 December 2017), including, among other things:

(a)	The unqualified auditor's report to the audited annual accounts for the financial year ended 31 December 2017	Pages 1 to 5
(b)	Report from the Board of Directors	Pages 6 to 20
(c)	The balance sheet	Page 21
(d)	The profit and loss account	Page 22
(e)	Notes to the Annual Accounts for the year ended 31 December 2017	Pages 23 to 34

4. the 2016 audited annual accounts of BP2F (including the report of the approved independent auditor issued by Deloitte Audit S.à r.l. (*réviseur d'entreprises agréé*) on 17 March 2017 for the year ended 31 December 2016), including, among other things:

(a)	The unqualified auditor's report to the audited annual accounts for the financial year ended 31 December 2016	Pages 1 to 3
(b)	Report from the Board of Directors	Pages 4 to 17
(c)	The balance sheet	Page 18
(d)	The profit and loss account	Pages 19
(e)	Notes to the Annual Accounts for the year ended 31 December 2016	Pages 20 to 30

5. the cash flow statements of BP2F for the year ended 31 December 2017 and the audit report thereon issued by Deloitte Audit S.à. r.l. as independent auditor (*réviseur d'entreprises*) and as approved independent auditor (*réviseur d'entreprises agréé*):

   (a) report of the réviseur d'entreprises agréé — Pages 1-2

   (b) Statement of cash flows for the year ended 31 December 2017 — Page 3

   (c) Notes to the statement of cash flows — Pages 4-5

6. the cash flow statements of BP2F for the year ended 31 December 2016 and the audit report thereon issued by Deloitte Audit S.à. r.l. as independent auditor (*réviseur d'entreprises*) and as approved independent auditor (*réviseur d'entreprises agréé*):

   (a) report of the réviseur d'entreprises agréé — Pages 1-2

   (b) Statement of cash flows for the year ended 31 December 2016 — Page 3

   (c) Notes to the statement of cash flows — Pages 4-5

7. the terms and conditions set out on pages 36 to 195 of the base prospectus dated 23 September 2008 relating to the Programme under the heading "Terms and Conditions of the Notes" (the "**2008 Conditions**");

8. the terms and conditions set out on pages 46 to 208 of the base prospectus dated 17 June 2009 relating to the Programme under the heading "Terms and Conditions of the Notes" (the "**2009 Conditions**");

9. the terms and conditions set out on pages 50 to 240 of the base prospectus dated 17 June 2010 relating to the Programme under the heading "Terms and Conditions of the Notes" (the "**2010 Conditions**");

10. the terms and conditions set out on pages 53 to 194 of the base prospectus dated 17 June 2011 relating to the Programme under the heading "Terms and Conditions of the Notes", as supplemented by a supplement dated 6 January 2012 (the "**2011 Conditions**");

11. the terms and conditions set out on pages 55 to 196 of the base prospectus dated 13 June 2012 relating to the Programme under the heading "Terms and Conditions of the Notes", as supplemented by supplements dated 28 June 2012 and 30 October 2012 (the "**2012 Conditions**");

12. the terms and conditions set out on pages 69 to 144 of the base prospectus dated 14 June 2013 relating to the Programme under the heading "Terms and Conditions of the Notes", as supplemented by a supplement dated 25 September 2013 (the "**2013 Conditions**");

13. the terms and conditions set out on pages 85 to 160 of the base prospectus dated 13 June 2014 relating to the Programme under the heading "Terms and Conditions of the Notes", as supplemented by a supplement dated 26 June 2014 (the "**2014 Conditions**");

14. the terms and conditions set out on pages 90 to 177 of the base prospectus dated 12 June 2015 relating to the Programme under the heading "Terms and Conditions of the Notes", as supplemented by supplements dated 3 September 2015, 25 February 2016 and 23 March 2016 (the "**2015 Conditions**");

15. the terms and conditions set out on pages 197 to 295 of the base prospectus dated 13 June 2016 relating to the Programme under the heading "Terms and Conditions of the Notes", as supplemented by supplements dated 5 September 2016, 11 October 2016, 27 February 2017 and 26 April 2017 (the "**2016 Conditions**");

16. the Form of Final Terms for Non-Exempt Notes only set out on pages 320 to 366 of the base prospectus dated 13 June 2016 relating to the Programme under the heading "Form of Final Terms for Non-Exempt Notes only" (the "**2016 Form of Final Terms**");

17. the terms and conditions set out on pages 205 to 316 of the base prospectus dated 9 June 2017 relating to the Programme under the heading "Terms and Conditions of the Notes", as supplemented by supplements dated 15 September 2017 and 16 March 2018 (the "**2017 Conditions**");

18. the Form of Final Terms for Non-Exempt Notes only set out on pages 340 to 390 of the base prospectus dated 9 June 2017 relating to the Programme under the heading "Form of Final Terms for Non-Exempt Notes only" (the "**2017 Form of Final Terms**").

Following the publication of this Base Prospectus, a supplement may be prepared by the Issuers and approved by (i) the CSSF in accordance with Article 16 of the Prospectus Directive and (ii) the Luxembourg Stock Exchange in accordance with Article 10.2 of Part 2, Chapter I of the rules and regulations of the Luxembourg Stock Exchange. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable, be deemed to modify or supersede statements contained in this Base Prospectus (as previously supplemented from time to time) or in a document which is incorporated by reference in this Base Prospectus (as previously supplemented from time to time). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus

Any other information incorporated by reference that is not included in the cross-reference lists above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of Commission Regulation (EC) No 809/2004 implementing the Prospectus Directive (the "**Prospectus Regulation**").

Copies of this Base Prospectus (and all documents forming part thereof) are available free of charge from the principal offices of the respective Paying Agents and the Listing Agent in Luxembourg and the respective registered offices of the Issuers and the Guarantor. In addition, this Base Prospectus, the documents incorporated by reference as stated above, any supplements to this Base Prospectus and the Final Terms of any relevant Tranche will be available (a) in the case of any Tranche admitted to listing on the official list and to trading on the Luxembourg Regulated Market or the Euro MTF, in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu), and (b) in the case of any Tranche admitted to listing on the official list and to trading on the Luxembourg Regulated Market, the Brussels Regulated Market and/or the Amsterdam Regulated Market, at www.bnpparibasfortis.be.

This Base Prospectus, any supplements to this Base Prospectus and the documents incorporated by reference will be available on the website of the Luxembourg Stock Exchange (www.bourse.lu). Additionally, this Base Prospectus, any supplements to this Base Prospectus and the documents incorporated by reference at paragraphs 4(a), 5, 6 and 1 above will be available at www.bp2f.lu.

INFORMATION RELATING TO THE ISSUERS AND THE GUARANTOR

DESCRIPTION OF BNP PARIBAS FORTIS SA/NV

This section describes the business activities of BNP Paribas Fortis SA/NV and also provides summary financial information and other information relating to it.

DESCRIPTION OF BNP PARIBAS FORTIS SA/NV

The following section applies to both Exempt Notes and Non-exempt Notes.

1. General

BNPPF, incorporated in Belgium on 5 December 1934, is a public company with limited liability (*naamloze vennootschap/société anonyme*) under Belgian law. The registered office of the company is located at Montagne du Parc 3, 1000 Brussels, Belgium where its headquarters are based (telephone number: +322 433 4131 (for French speakers)/+322 433 3134 (for Dutch speakers)). BNPPF has been established for an indefinite period.

As stated in article 3 of its Articles of Association, BNPPF's object is to carry on the business of a credit institution, including brokerage and transactions involving derivatives. It is free to carry out all businesses and operations which are directly or indirectly related to its purpose or which are of a nature that benefit the realisation thereof. BNPPF is free to hold shares and share interests within the limits set by the legal framework for banks.

BNPPF is registered in the Register of Legal Entities of Brussels under the number 0403.199.702.

BNPPF is owned for 99.94 per cent. by BNP Paribas SA and for 0.06 per cent. by minority shareholders.

In Belgium, BNPPF is subject to supervision by the ECB, the prudential authority of the NBB and the market authority of the Belgian FSMA.

2. Business overview

BNPPF offers a comprehensive package of financial services through its own channels and via other partners to private, professional and wealthy clients in the Belgian market, as well as in Luxembourg and Turkey. BNPPF also provides corporations and public and financial institutions with customised solutions, for which it can draw on BNP Paribas' know-how and international network. In the insurance sector, BNPPF works closely with the Belgian market leader AG Insurance, in which it owns a 25 per cent. stake. BNPPF employs around 13,443 people (full-time equivalents) in Belgium.

BNPPF has built up a strong presence in the retail and private banking market, operating through a variety of distribution channels. In Belgium the company delivers universal banking and insurance services and solutions to its retail customers. In other countries, the product offer is tailored to specific customer segments. Private Banking offers integrated and international asset and liability management solutions to high net worth individuals in Belgium, their businesses and their advisers.

BNPPF also offers financial services to companies and institutional clients and provides integrated solutions to enterprise and entrepreneur. Corporate and Public Banking Belgium fulfils the financial needs of corporate and midcap enterprises, public entities and local authorities through an integrated international network of business centres.

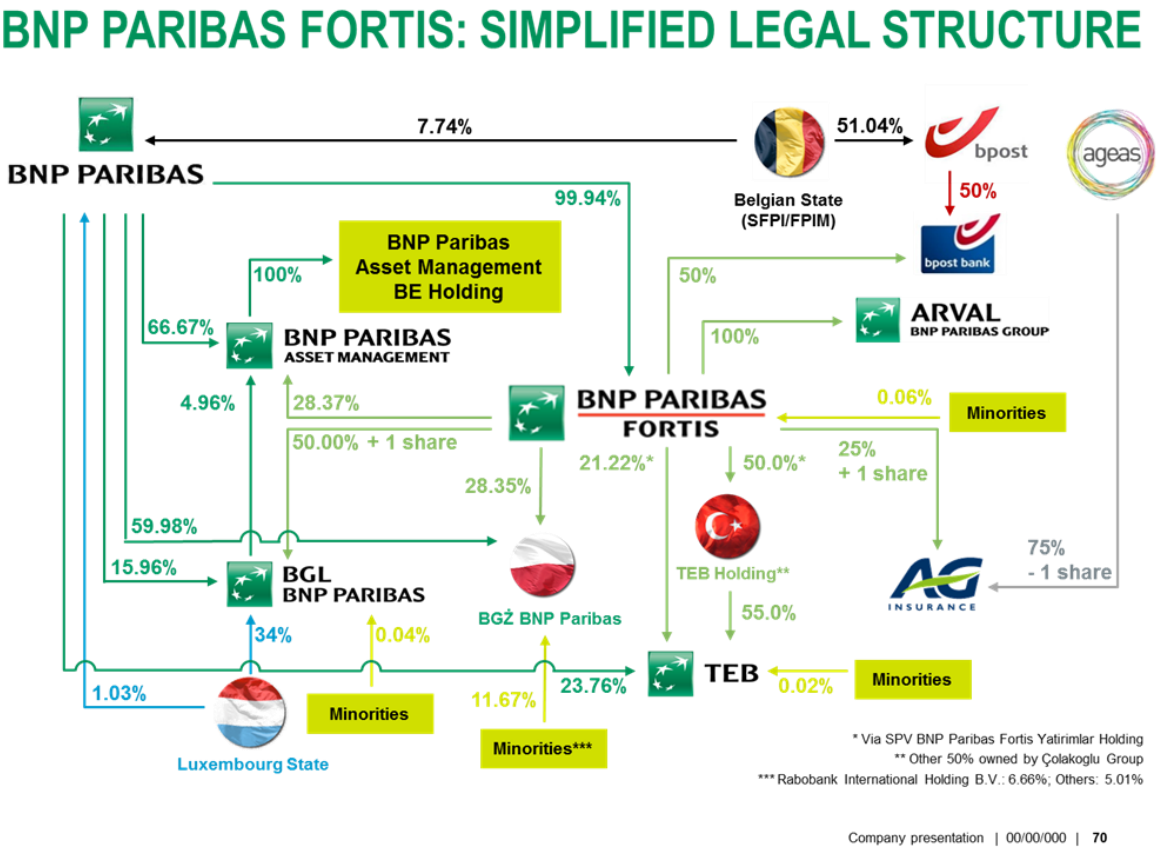
BNPPF is part of the BNP Paribas group (the "**BNP Paribas Group**") (of which BNP Paribas is the parent company), a leading bank in Europe with an international reach. It has a presence in 73 countries, with more than 196,000 employees, including 149,000 in Europe. The BNP Paribas Group has key positions in its three main activities: Domestic Markets and International Financial Services (whose retail-banking networks and financial services are covered by Retail Banking & Services) and Corporate & Institutional Banking, which serves two client franchises: corporate clients and

institutional investors. The BNP Paribas Group helps all its clients (individuals, community associations, entrepreneurs, SMEs, corporates and institutional clients) to realise their projects through solutions spanning financing, investment, savings and protection insurance. In Europe, the BNP Paribas Group has four domestic markets (Belgium, France, Italy and Luxembourg) and BNP Paribas Personal Finance is the leader in consumer lending. BNP Paribas is rolling out its integrated retail-banking model in Mediterranean countries, in Turkey, in Eastern Europe and a large network in the western part of the United States. In its Corporate & Institutional Banking and International Financial Services activities, BNP Paribas also enjoys top positions in Europe, a strong presence in the Americas as well as a solid and fast-growing business in Asia-Pacific.

At 31 December 2017, the BNP Paribas Group had consolidated assets of EUR 1,960 billion (compared to EUR 2,077 billion at 31 December 2016), consolidated loans and receivables due from customers of EUR 727.7 billion (compared to EUR 712.2 billion at 31 December 2016), consolidated items due to customers of EUR 766.9 billion (compared to EUR 766 billion at 31 December 2016) and shareholders' equity (the BNP Paribas Group share including income for 2017) of EUR 102 billion (compared to EUR 100.7 billion at 31 December 2016). Pre-tax net income for the year ended December 31, 2017 was EUR 11.31 billion (compared to EUR 11.21 billion for the year ended 31 December 2016). Net income, attributable to equity holders, for the year ended 31 December 2017 was EUR 7.76 billion (compared to EUR 7.7 billion for the year ended 31 December 2016).

3. Organisational structure

Simplified legal structure chart valid as at 1 March 2018.



BNP Paribas SA has a stake of 99.94 per cent. in BNPPF. The remaining shares (0.06 per cent.) are held by the public. The SFPI/FPIM has a stake of 7.74 per cent. in BNP Paribas SA's capital, subsequent to its 2009 transfer of a 74.93 per cent. stake in BNPPF in return for BNP Paribas SA

shares and the further sale of part of its BNP Paribas SA shares (i.e. about 2.5 per cent. of BNP Paribas SA's capital) with a settlement occurring in June 2017. BNPPF holds stakes in a range of subsidiaries (subsidiaries are those companies whose financial and operating policies BNPPF, directly or indirectly, has the power to govern so as to obtain benefits from its activities), the most important of which are:

- 50 per cent. + 1 share stake in BGL BNP Paribas SA

- 21.22 per cent. stake in Turk Ekonomi Bankası A.S. (**TEB**) and a 50 per cent. share of TEB Holdings A.S., a joint venture with the Colacoglu Group, which holds 55 per cent. of TEB's share capital.

- 99.99 per cent. share stake in Arval Service Lease S.A.

BNPPF holds minority interest in, among others, AG Insurance (25 per cent. + 1 share), Bank BGŻ (28.35 per cent.) and BNP Paribas Asset Management (30.85 per cent.).

4. The businesses of BNPPF

The major changes in the consolidation scope of BNPPF during 2016 and 2017 were related to the acquisition of Arval lease Services SA. Changes in the BNPPF consolidation perimeter comprised, inter alia:

- On 8 December 2016 BNP Paribas Fortis SA/NV acquired Arval Service Lease (Arval), the European leader in the automobile leasing sector, formerly a 100 per cent.-owned subsidiary of BNP Paribas SA. This transaction concerned the contribution in kind by BNP Paribas S.A. of 100 per cent. minus five shares in Arval Service Lease S.A. to the share capital, the sale of five shares in Arval Service Lease S.A. by a number of subsidiaries of BNP Paribas S.A. to a subsidiary of BNP Paribas Fortis and the funding of most of the new business of the Arval group, from the date of closing of the Transaction.

- The transfer of the activities, assets and liabilities of eight European CIB branches of BNP Paribas Fortis SA/NV located in Austria, Czech Republic, Denmark, Finland, the Netherlands, Norway, Romania and Sweden to BNP Paribas S.A. was completed during the year 2017. It involved also the transfer to BNP Paribas of the funding commitments of the Company towards the transferred businesses.

(i) Retail & Private Banking

Retail Banking offers financial services to individuals, the self-employed, members of independent professions and small businesses. 3.5 million customers currently use BNPPF's integrated banking and insurance services, through proprietary and third-party networks, all embedded in a multi-channel environment. Operating through a variety of distribution channels, BNPPF provides services and advice on every aspect of daily banking, saving, investment, credit and insurance to a clearly segmented customer base.

Retail & Private Banking Belgium

Market position

- Market leadership in Belgium.[1]

[1] Source: 2016 annual report of BNPPF

- 747 branches operating under the BNPPF brand are complemented by 297 franchises under the Fintro brand and 662 points of sale of the 50/50 joint venture with bpost bank. Other channels include a fleet of 3,505 ATMs, banking services via internet through Easy Banking Web and Mobile banking (together 1.9 million active users).

- With 32 Private Banking centres and one Private Banking Centre by James (Private Banking Centre with remote services through digital channels), BNPPF is an important player in the Belgian private banking market. Individuals with assets of more than EUR 250,000 are eligible for private banking services. Wealth Management caters to clients with potential assets of more than EUR 5 million. They benefit from a dedicated service model and are primarily served via two Wealth Management centres in Antwerp and Brussels.

Key developments in 2017

In 2017 Retail & Private Banking made considerable investments in orienting its business model towards the hybrid bank concept, which enables the customer to choose whether to obtain the specialist advice s/he needs at the branches, Bank for Entrepreneurs Centres and Private Banking Centres or through digital channels – Easy Banking Web, Easy Banking App and Easy Banking Centre.

The main achievements on the digital front for the benefit of Individual Clients included:

- The launch of Google Pay for the use of customers with credit and/or debit cards. Contactless payments can be made all over the world with an Android smartphone and the Google Pay app.

- The introduction of the Itsme® app. This is a simple and safe way to identify oneself using a smartphone plus a combination of a SIM card and a chosen individual code.

- The launch of an online community based on the Easy Banking Centre. Both customers and non-customers can ask basic questions 24−7 and obtain answers through a peer-to-peer support system. By end-December 2017 this platform already had 50,000 unique monthly visitors.

- The establishment of a mechanism for creating new digital applications in conjunction with customers on Easy Banking Web and Easy Banking App. Some 550 end-users regularly tested out proposed solutions and made suggestions for improvements.

Meanwhile the range of digital services for entrepreneurs and small or medium-sized businesses was further expanded:

- A ‘Digital Maturity Assessment, introduced in conjunction with Google, is designed to examine businesses’ online profile and put forward solutions - such as Google My Business - for putting them more firmly on the ‘digital map’.

- A series of 78 ‘Digital Workshops with Google’ sessions were attended by a total of 3,800 entrepreneurs keen to obtain basic information on how to start up or develop online activities, including website creation, social media use, e-commerce, etc.

- A new internet platform called ‘Companymakers’ was launched. It enables business owners to go online through all the necessary steps for setting up a BVBA/SPRL (private limited liability company) in Belgium, including requirements regarding inter alia the bank, the notary and the social security system. This platform, which simplifies and speeds up the process of setting up a company, is unique on the Belgian market.

- A new online programme called ICE³ was launched, providing Entrepreneur clients with a fast, easy digital mechanism for requesting an instalment loan with a minimum amount of detail required.

- The rollout of Paysquare Belgium helped the Bank to strengthen its competitive position in the field of payment acceptance and transaction processing (known as 'acquirin') with an attractive offering for private- and public-sector enterprises, merchants, independent service providers and members of the professions.

Optimisation of the Retail & Private Banking network continued in 2017, as the branch format evolved with the introduction of a new concept called Be.Connected. The traditional approach to personal customer contact is supplemented by digital coaching, enabling the customer to experience digital innovations hands-on. Meanwhile the number of independent branches was expanded and new specialist jobs created in the field of mortgage lending, insurance and digital banking services. Expertise available in the branch network was also stepped up as 1,450 staff were given advanced training as Priority Banking Advisors.

The implementation of Directive 2014/65/EU (as amended, "**MiFID II**") as from 3 January 2018 called for intensive staff training and preparation, especially in second-half 2017. A large-scale 'change programme' was carried out among branch staff and private bankers, with extensive e-learning modules and advanced coaching. A number of documents – available both in paper form and on Easy Banking Web – were specially drawn up to inform clients of the new rules.

The low interest rates helped to boost demand for mortgage loans. Despite a slight decrease versus 2016, volumes remained at a high level. However, there was a sharp decline in mortgage refinancing compared with 2016; the figure was lower than that for new applications. As regards consumer credit, volumes were buoyed by 'loan bundling', and consequently than in 2016.

Funds in both current and savings accounts remained largely stable, in spite of the prevailing low interest rates. Nevertheless, increasing numbers of customers are now switching their money over to investment opportunities. Retail banking customers are becoming more interested in Socially Responsible Investments (SRI). SRI funds have been launched specifically for Retail customers and around one third of all new investments is nowadays in SRI products.

Private Banking saw a sharp rise in placements in SRI-focused Private strategy funds during 2017. As with Retail customers, about one third of all new investment, in volume terms, went into SRI products, including funds, financial insurance and notes and almost half of all new wealth management contracts provide for investment in at least one SRI product. At end-2017, the BNP Paribas Fortis Private SRI fund had EUR 5.78 billion worth of assets from over 28,000 investors under management, which makes it the largest strategic SRI fund in the eurozone.

- **BGL BNP Paribas SA**

The BGL BNP Paribas Retail & Corporate Banking business provides – through Retail Banking, Corporate Banking, Private Banking Luxembourg and Direct Banking – a broad range of financial products and services, including current accounts, savings products and bancassurance, plus specialised services for professionals and companies, such as cash management, leasing and factoring.

The Bank serves its clients through 41 branches, 5 Private Banking Centres for high-net-worth residents of the Grand Duchy and 7 business centres that provide services exclusively to self-employed professionals. It also has one of the country's most extensive ATM networks.

- **TEB**

BNPPF operates in Turkey through TEB, in which it holds a 48.72 per cent. stake. TEB ranks 10th in the country's banking sector in terms of market share in loans and deposits, and provides the full range of the BNP Paribas Group's Retail products and services in Turkey.

In Retail Banking, TEB provides debit and credit cards, mortgage loans, personal loans, plus investment and insurance products, which are distributed through the branch network and via Internet, phone and mobile banking.

Through its commercial and small business banking departments, the Bank offers a full range of banking services to small and medium-sized enterprises and is also recognised as having strong expertise in non-financial services.

Corporate Banking services include international trade finance, asset and cash management, credit services, hedging of currency, interest and commodity risk, plus factoring and leasing.

Steadily increasing the accessibility of its services, TEB today operates through a total of 515 branches and over 1,700 automated teller machines throughout Turkey. While growing the network, TEB is also working to improve efficiency. During the period from end-2009 to end-2017, the bank achieved significant improvements in most of the efficiency indicators.

(ii) Corporate Banking

A thorough reorganisation, bringing the Corporate and Institutional Banking ("**CIB**") Belgium business within the same fold as Corporate and Public Banking ("**CPBB**") Belgium, had already begun in 2016, with a view to becoming the bank of choice for corporate clients in Belgium and abroad by 2020. Accordingly, CIB and CPBB began operating in 2017 as a single division under the simplified name Corporate Banking ("**CB**"), under a single divisional Head. The new enlarged CB entity, with its unified structure, is now better equipped to meet clients' needs, providing immediate support and benefits to the clients during the reorganisation.

With its well-developed, diversified and integrated business and service model, CB has the ability to serve a wide range of clients, including small and medium-sized companies, Belgian and European corporates, financial institutions, institutional investors, public entities and local authorities. CB has a strong client base among large and medium-sized companies and is the market leader in these two categories, as well as a strong challenger in the public sector. Providing a wide range of both traditional and bespoke specialised solutions and services, and drawing on the international network of the BNP Paribas Group across more than 70 countries, CB continues to meet the precise financing, transaction banking, investment banking and insurance needs of its clients.

CB made strenuous efforts in 2017 towards becoming the preferred bank for corporates in Belgium and abroad by providing them with convenient access to unique banking solutions, using innovative digital tools. During the year, CB established the 'client-obsessed' principle, which will be the basis for each and every strategic decision going forward. In particular the service model requires some improvements in order to meet all clients' financial needs precisely and rapidly. With its new organisation, CB is now better equipped to respond to the evolving expectations of its clients.

CB continued to drive ahead with its digital transformation roadmap – a key element underpinning the 'client-obsessed' service model – in 2017. The division enhanced its servicing model by expanding its client- and data-driven digital channels and launching a number of new initiatives. To help both relationship managers and clients to pursue their digital transformation journey, a digital activation tool was rolled out and special digital channel advisors appointed to each Business Centre.

2017 was also an important year for CB as regards supporting the transition to a more sustainable economy. Initiatives in this field came under four main headings: Decarbonisation, Human Capital, the Circular Economy and Smart Cities. During the year, CB embarked on a range of solutions intended to promote a low-carbon economy, support investment in education and health and help develop smart infrastructure in Belgian cities.

Market positions

- Strong leadership position in Belgium with more than 600 corporate clients and 7,500 midcaps, and a challenger in public banking (400 clients).

- High penetration rate among selected European customers (e.g. internationally active SMEs).

Additional information

- BNPPF has established a EUR 10,000,000,000 covered bond (*residential mortgage pandbrieven/lettres de gage*) programme dated 12 September 2016 with BNPPF and BNPP acting as arrangers and dealers. BNPPF already issued under that programme.

5. BNPPF 2017 Financial Results

The below analysis focuses on underlying evolution, which excludes the following non-recurrent items: impacts of scope changes, evolution of foreign exchange rates and other one-off results.

In 2017, **revenues** of BNP Paribas Fortis amounted to EUR 8,119 million, down by -0.4%*. Lower revenues in Belgium[2] were compensated by growing revenues at Personal Finance, at Leasing Solutions and in Turkey.

- In Belgium, revenues decreased by -2.3%* due to :

- In Belgian Retail Banking (BRB), the persistently low interest rate environment partly compensated by good volume growth and higher financial fees;

- In Corporate and Institutional Banking (CIB), the pressure on Corporate Acquisition Financing and Forex Trading at Global Markets, despite higher results from interest rate activity.

- Revenues increased by 2.7%* on the other business lines essentially driven by the continued development at Personal Finance, at Leasing Solutions and in Turkey.

Operating expenses and depreciations amounted to EUR 4,831 million, up by 1.5%* compared to 2016.

- In Belgium, costs increased by 0.7%* due to higher banking taxes and levies and in spite of operating efficiency measures at both BRB and CIB activities.

- On the other activities, costs increased by 3.1%* mainly in Turkey, at Personal Finance and at Leasing Solutions to support the business development.

* Excluding non-recurrent items, i.e. at constant scope, constant exchange rates, and excluding other one-off results.
[1] Belgium includes Belgian Retail Banking (BRB), CIB BE and other activities of BNP Paribas Fortis in Belgium.
[2] The cost income ratio is calculated by dividing the operating expenses and depreciation (absolute value) by the revenues (the net banking income).

As a result, **gross operating income** decreased by -3.0%* to EUR 3,288 million. The consolidated cost/income ratio[2] stood at 59.5% compared to 60.2% in 2016 (excluding the non-recurrent items the cost/income ratio deteriorated by 1.1pp compared to 2016). In Belgium, it stood at 66.2% compared to 65.7% in 2016.

Cost of risk stood at EUR 338 million, corresponding to a low level of 18 basis points of average outstanding customer loans compared to 25 basis points in 2016.

Share of earnings of equity-method entities was up by 23.9%*, at EUR 278 million, mainly supported by better contributions of AG Insurance, Bank BGŻ BNP Paribas (Poland) and BNP Paribas Asset Management.

Excluding non-recurrent items, the **effective tax rate** amounted to 28%.

BNP Paribas Fortis generated EUR 1,897 million in **net income attributable to equity holders**, down by -0.5%* compared to last year.

The BNP Paribas Fortis **balance sheet total** amounted to EUR 278 billion at 31 December 2017, a reduction of 20 billion compared to the end of 2016 fully explained by the non-recurrent items. From a segment reporting point of view, 65% of the assets are related to banking activities in Belgium, 9% to banking activities in Luxembourg, 15% to Other Domestic Markets[3], 7% to banking activities in Turkey and 4% to other segments.

At 31 December 2017, BNP Paribas Fortis' fully loaded[4] **Common Equity Tier 1 ratio** stood at 14.5% assuming that the Annual General Meeting of Shareholders will approve the proposal not to distribute any dividend, and the phased-in Common Equity Tier 1 ratio stood at 15.2%. The Bank's **Liquidity Coverage Ratio (LCR)** stood at 120%[5].

6. Governance

Board of Directors

In general, the Board of Directors (*Raad van Bestuur/Conseil d'Administration*) is responsible for BNPPF in accordance with applicable law. Furthermore, the Board of Directors: (i) approves, assesses and monitors the strategy and goals of BNPPF, (ii) determines and monitors the risk policy (including the risk tolerance) of BNPPF, and (iii) approves BNPPF's governance memorandum.

The Board of Directors has transferred all of its management authority ('bestuursbevoegdheid'/'pouvoirs de gestion') to an executive body, i.e. the Executive Board ('directiecomité'/'comité de direction'), with the exception of everything which, by virtue of the Belgian Companies Code or the Belgian Banking Law, remains with the Board of Directors. The members of the Executive Board are also referred to as 'Executive Directors'.

On 26 April 2018, the Board of Directors had 15 members, of which 9 members are non-executive and 6 members are executive. For the purpose of this Base Prospectus, the business address for each of the members of the Board of Directors is Rue Royale 20, B-1000 Brussels, Belgium.

* Excluding non-recurrent items, i.e. at constant scope, constant exchange rates, and excluding other one-off results (see page 6 for more details).
[3] Other Domestic Markets include the activities of Arval and Leasing Solutions.
[4] Ratio taking into account all the CRD4 rules with no transitory provisions.
[5] On a non-consolidated basis.

On 26 April 2018, the composition of the Board of Directors was as follows:

Nine Non-Executive members:

- Herman Daems, Chairman
- Thierry Laborde
- Dirk Boogmans
- Antoinette d'Aspremont Lynden
- Sophie Dutordoir
- Thierry Varène
- Stefaan Decraene
- Sofia Merlo
- Dominique Aubernon

Six Executive members, composing also the Executive Board (*Directiecomité/Comité de Direction*):

- Maxime Jadot, Chairman of the Executive Board/Executive Committee and CEO
- Filip Dierckx, Vice-Chairman of the Executive Board/Executive Committee
- Didier Beauvois
- Piet Van Aken
- Michael Anseeuw
- Stéphane Vermeire

Executive Committee

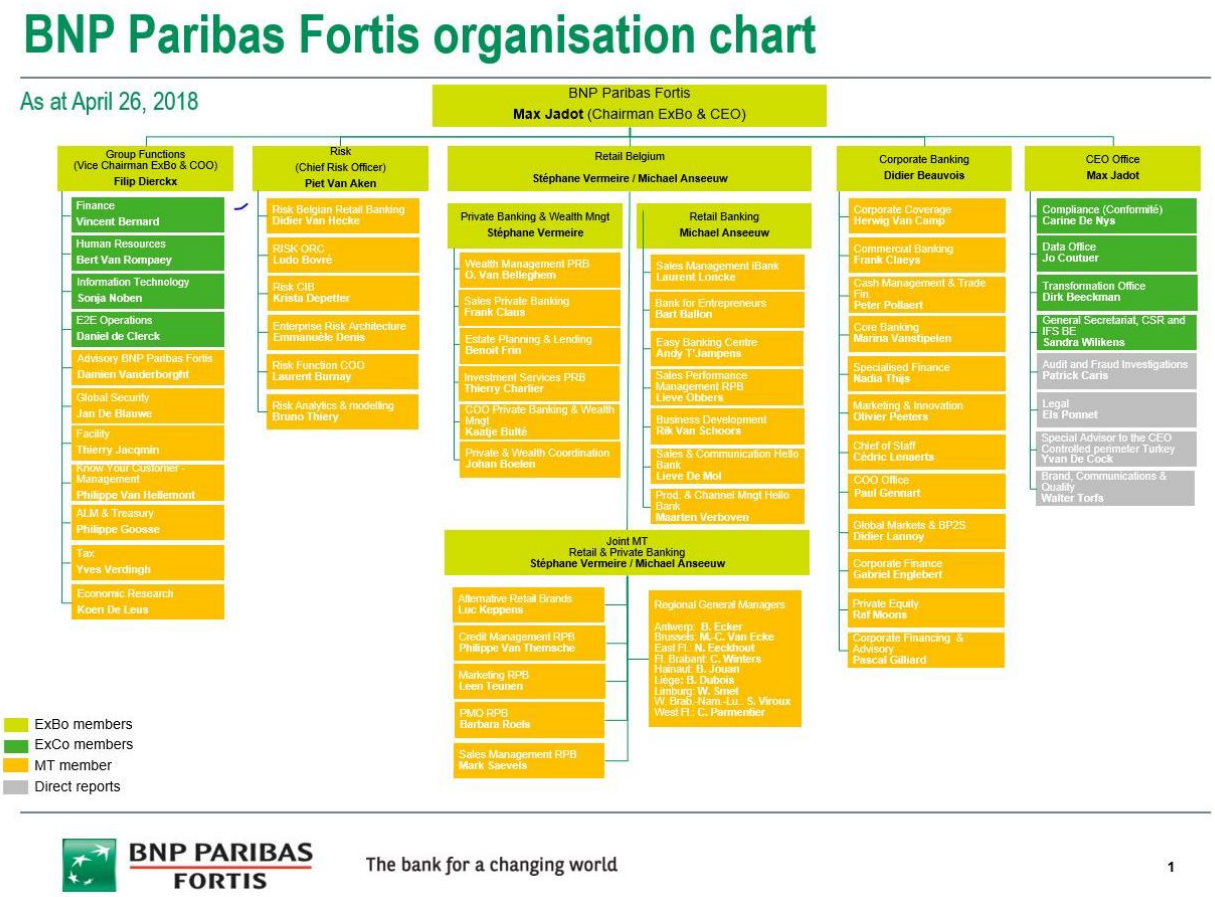
The Executive Committee consists of 14 members, the six members of the Executive Board in their respective responsibilities, together with eight heads of businesses or support services (reporting line between brackets). The Executive Committee (Exco) has been set-up to assist the Executive Board with the fulfilment of its role and responsibilities and to advise the Executive Board if and when needed.

For the purpose of this Base Prospectus, the business address for each of the members of the Executive Committee is Rue Royale 20, B-1000 Brussels, Belgium.

- Maxime Jadot, Chairman of the Executive Board/Executive Committee and CEO (specific responsibilities include global responsibility for all banking activities, in particular, banking activities in Belgium, Compliance, Legal, Branding & Communications, Secretary General, Audit and HR for key resources)

- Filip Dierckx, Vice Chairman of the Executive Board/Executive Committee, Chief Operating Officer (Group functions) (specific responsibilities include Finance, HR, IT & Operations and Tax)

- Didier Beauvois, Head of Corporate & Institutional Banking
- Piet Van Aken, Chief Risk Officer
- Michael Anseeuw, Head of Retail Banking
- Stéphane Vermeire, Head of Private Banking and Wealth Management
- Bert Van Rompaey, Head of Human Resources
- Vincent Bernard, Chief Financial Officer
- Carine De Nys, Chief Compliance Officer
- Sonja Noben, Chief Information Officer
- Jo Coutuer, Chief Data Officer
- Dirk Beeckman, Head of Transformation Office
- Daniel de Clerck, Head E2E Operations
- Sandra Wilikens, Secretary General



Principal activities performed by members of the Board of Directors and the Executive Board outside BNPPF which are significant with respect to BNPPF (and as confirmed per April 26, 2018)

- Herman Daems: Domo Investment Group NV, Director & Chairman of the Board of Directors (as permanent representative of Crossbow BVBA); Unibreda NV, Director & Chairman of the Board of Directors.

- Dirk Boogmans: Vinçotte International NV, Director & Chairman of the Audit & Risk Committee (via DAB Management); Smile Invest NV, member of the Investment Committee; Smile Invest Management Company NV, Director.

- Antoinette d'Aspremont Lynden: Groupe Bruxelles Lambert SA, Director & Chairman of the Audit Committee.

- Sophie Dutordoir: Nationale Maatschappij der Belgische Spoorwegen (Belgian Rail) SA, Managing Director; Eurostation SA, Vice Chairman of the Board of Directors; Eurogare SA, Director; Ypto SA, Director & Chairman of the Board of Directors; HR Rail SA, Director; THI Factory SA, Director & Chairman of the Board of Directors; Thalys International SCRL, Director & Chairman of the Board of Directors.

- Sofia Merlo: Line Data Services S.A., Director.

- Thierry Varène: BNP Paribas UK Holdings Ltd, Director; BNP Paribas S.A., Member of the Executive Committee.

- Stefaan Decraene: Bank of the West, Director; Banc West Corporation, Director; BNP Paribas S.A., Member of the Executive Committee; TEB Holding SA, Board Member; BGZ BNP Paribas S.A. (Pologne), Member of the Supervisory Board, BNP Paribas USA Inc., Board Member; Ardo Holding NV, Director.

- Max Jadot: BNP Paribas S.A., Member of the Executive Committee; Bekaert NV, Director;; BGL BNP Paribas SA, Board Member; BNP Paribas Fondation, Administrateur du college du Fondateur; BNP Paribas Fortis, Amsterdam Branch, Director.

- Filip Dierckx: SD Worx Group NV, Director & Chairman of the Board of Directors; S.D. Work for Society, Chairman; SD Worx België NV, Director & Chairman of the Board of Directors; SD Worx Holding NV, Chairman of the Board of Directors (through Ginkgo Associates); BNP Paribas Fortis Private Equity Belgium NV, Director; BNP Paribas S.A. Belgian Branch, mandataire délégué; BNP Paribas Fortis Foundation Belgium, Chairman.

- Didier Beauvois: BGL BNP Paribas S.A., Director and member of the Audit & Risk Committee.

- Michael Anseeuw: Bancontact Company NV, Director; B-Hive.eu CVBA, Director; Isabel NV, Director; Belgian Mobile ID NV, Director; BNP Paribas Fortis Private Equity Belgium NV, Director; AG Insurance NV, Director; Alpha Credit NV, Director; Lets Didid NV, Director.

- Stéphane Vermeire: BNP Paribas Asset Management Holding S.A., Director; BNP Paribas Fortis Foundation, Director; Private Banking Association of Belgium, Director; Fondation Roi Baudoin, member of the advisory committee.

Administrative, management, and supervisory bodies conflicts of interests

To the best of BNPPF's knowledge, and besides those conflicts indicated hereafter, no other conflicts of interest exist between any duties to BNPPF of the persons set out above and their private interests and/or other duties disclosed hereafter. However, functional conflicts of interest may exist due to roles held by these persons in other affiliates of BNPPF.

Page 192 of the 2017 annual report of BNPPF (incorporated by reference in this Base Prospectus), being the Information related to Article 523 of the Belgian Companies Code relates to the "Remuneration and benefits awarded to the BNP Paribas Fortis Executive Directors" which was a decision of a meeting held by the Board of Directors of BNPPF on 9 March 2017.

Audit Committee

In accordance with the Belgian Banking Law, BNPPF is required to set up a separate audit committee to assist the Board of Directors with audit related matters.

Role and responsibilities:

The competences of the audit committee are set forth in the Belgian Banking Law and are listed herewith: finance, internal control and risk management, internal audit and external audit. The audit committee shall, upon request of the Board of Directors, assist (and make recommendations to) the Board of Directors in all audit and accounting related matters.

Risk committee

In accordance with the Belgian Banking Law, BNPPF is required to set up a separate risk committee to assist the board of directors with risk (related) matters.

Role & responsibilities:

The risk committee shall, upon request of the board of directors, assist (and make recommendations to) the board of directors in all risk (related) matters.

In addition, several special competences of the risk committee are set forth in the Belgian Banking Law and are listed herewith: (i) risk tolerance, (ii) price setting and (iii) remuneration policy.

Governance and nomination committee (GNC)

In accordance with the Belgian Banking Law, BNPPF is required to set up a separate governance and nomination committee to assist the board of directors with nomination (related) matters.

Role and responsibilities:

The competences of the governance and nomination committee are set forth in the Banking Law and the regulations of the Belgian National Bank and include being capable of rendering a sound and independent judgment on the composition and functioning of the board of directors and other management bodies of BNPPF and specifically on the individual and collective expertise of their members, their integrity, reputation, independence of spirit and availability.

Remuneration committee (RemCo)

In accordance with the Belgian Banking Law, BNPPF is required to set up a separate remuneration committee to assist the board of directors with remuneration (related) matters.

Role and responsibilities:

The competences of the remuneration committee are set forth in the Belgian Banking Law and include being capable to provide a sound and independent judgement on the remuneration policies and reward practices and related incentives taking into account risk control, net equity needs and liquidity position.

Corporate governance

BNPPF is of the opinion that it complies with the large majority of the requirements of the Code. The main remaining deviation relates to Principle 8 of the Code "The company shall enter into a dialogue with shareholders and potential shareholders based on a mutual understanding of objectives and concerns". The reason that makes the company unable to comply with all the provisions of Principle 8 of the Code lies within the structure of the shareholdership of BNPPF. Specifically, BNP Paribas SA, a public limited company ('société anonyme'/'naamloze vennootschap'), having its registered office address at boulevard des Italiens 16, 75009 Paris, France, registered under number 662 042 449 RCS Paris, holds 99.94% of the shares of BNPPF. The remaining 0.06% of the shares is held by minority shareholders. Nevertheless, BNPPF communicates on an ongoing basis with its various stakeholders through its website and other media and actively answers to the questions raised by its minority shareholders in the framework of the general shareholders' meetings.

BNPPF's Corporate Governance Charter is available on its public website.

7. General

The basis for any statements in this Base Prospectus made by BNPPF regarding its competitive position originate from BNPPF's evaluation of market trends and should generally reflect market views.

The business address of all members of the Board of Directors of BNPPF is Rue Royale 20, B-1000 Brussels, Belgium.

8. Trend information

Macroeconomic environment

Macroeconomic and market conditions affect BNPPF's results. The nature of BNPPF's business makes it particularly sensitive to macroeconomic and market conditions in Europe, which have been at times challenging and volatile in recent years.

In 2017, global growth increased to about 3.5%, reflecting an improvement in all geographic regions. In the large developed countries, this increase in activity is leading to a tightening of, or a tapering of, accommodating monetary policy. However, with inflation levels still very moderate, the central banks are able to manage this transition very gradually, without compromising the economic outlook. The IMF expects worldwide growth to strengthen further in 2018 and has revised its forecast from +3.6% to +3.7%: the slight slowdown expected in the advanced economies should be more than offset by the forecasted improvement in the emerging economies (driven by the recovery in Latin America and the Middle East, and despite the structural, lower pace of economic growth in China).

In this context, the following two risk categories can be identified:

Risks of financial instability due to the conduct of monetary policies

Two risks should be emphasised: a sharp increase in interest rates and the current, very accommodating monetary policy being maintained for too long.

On the one hand, the continued tightening of monetary policy in the United States (which started in 2015) and the less accommodating monetary policy in the euro zone (a planned reduction in asset purchases starting in January 2018) involve risks of financial turbulence. The risk of an inadequately controlled rise in long-term interest rates may in particular be emphasised, under the scenario of an unexpected increase in inflation or an unanticipated tightening of monetary policies. If this risk materialises, it could have negative consequences on the asset markets, particularly those for which risk premiums are extremely low compared to their historic average, following a decade of accommodating monetary policies (credit to non-investment grade corporates or countries, certain sectors of the equity markets, real estate, etc.).

On the other hand, despite the upturn since mid-2016, interest rates remain low, which may encourage excessive risk-taking among some financial market participants: lengthening maturities of financings and assets held, less stringent credit policy, and an increase in leveraged financings. Some of these participants (insurance companies, pension funds, asset managers, etc.) have an increasingly systemic dimension and in the event of market turbulence (linked for example to a sharp rise in interest rates and/or a sharp price correction) they could be brought to unwind large positions in relatively weak market liquidity.

Systemic risks related to increased debt

Macroeconomically, the impact of a rate increase could be significant for countries with high public and/or private debt-to-GDP ratio. This is particularly the case for the United States and certain European countries (in particular Greece, Italy and Portugal), which are posting public debt-to-GDP ratios often above 100%, but also for emerging countries. Between 2008 and 2017, emerging countries recorded a marked increase in their debt, including foreign currency debt owed to foreign creditors.

The private sector was the main source of the increase in this debt, but also the public sector to a lesser extent, particularly in Africa. These countries are particularly vulnerable to the prospect of a tightening in monetary policies in the advanced economies. Capital outflows could weigh on exchange rates, increase the costs of servicing that debt, import inflation, and cause the emerging countries' central banks to tighten their credit conditions. This would bring about a reduction in forecasted economic growth, possible downgrades of sovereign ratings and an increase in risks for the banks. While the exposure of the BNP Paribas Group to emerging countries is limited, the vulnerability of these economies may generate disruptions in the global financial system that could affect the BNP Paribas Group and potentially alter its results.

It should be noted that debt-related risk could materialise, not only in the event of a sharp rise in interest rates, but also with any negative growth shocks.

Laws and Regulations Applicable to Financial Institutions

Recent and future changes in the laws and regulations applicable to financial institutions may have a significant impact on BNPPF. Measures that were recently adopted or which are (or whose application measures are) still in draft format, that have or are likely to have an impact on BNPPF notably include:

- the structural reforms comprising the Belgian banking law of 25 April 2014 (as amended) on the status and supervision of credit institutions, the "Volcker rule" in the US, which restricts proprietary transactions, sponsorship and investment in private equity funds and hedge funds by US and foreign banks, and upcoming potential changes in Europe;

- regulations governing capital: CRD4/CRR, the international standard for TLAC and the designation of BNPP (the parent company of BNPPF) as a financial institution that is of systemic importance by the Financial Stability Board;

- the European Single Supervisory Mechanism and the ordinance of 6 November 2014;

- the Directive of 16 April 2014 related to deposit guarantee systems and its delegation and implementing Decrees, the Directive of 15 May 2014 establishing a Bank Recovery and Resolution framework, the Single Resolution Mechanism establishing the Single Resolution Council and the Single Resolution Fund;

- the Final Rule by the US Federal Reserve imposing tighter prudential rules on the US transactions of large foreign banks, notably the obligation to create a separate intermediary holding company in the US (capitalised and subject to regulation) to house their US subsidiaries;

- the new rules for the regulation of over-the-counter derivative activities pursuant to Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act, notably margin requirements for non-cleared derivative products and the security derivatives traded by swap dealers, major swap participants, security-based swap dealers and major security-based swap participants, and the rules of the US Securities and Exchange Commission which require the registration of banks and major swap participants active on derivatives markets as well as transparency and reporting on derivative transactions;

- the new MiFID II and MiFIR, and European regulations governing the clearing of certain over-the-counter derivative products by centralised counterparties and the disclosure of securities financing transactions to centralised bodies;

- the GDPR that became effective on 25 May 2018, moving the European data confidentiality environment forward and improving personal data protection within the European Union. Businesses run the risk of severe penalties if they do not comply with the standards set by the GDPR. This Regulation applies to all banks providing services to European citizens; and

- the finalisation of Basel 3 published by the Basel committee in December 2017, introducing a revision to the measurement of credit risk, operational risk and CVA risk for the calculation of risk-weighted assets. These measures are expected to come into effect in January 2022 and will be subject to an output floor (based on standardised approaches), which will be gradually applied as of 2022 and reach its final level in 2027.

Moreover, in today's tougher regulatory context, the risk of non-compliance with existing laws and regulations, in particular those relating to the protection of the interests of customers, is a significant risk for the banking industry, potentially resulting in significant losses and fines. In addition to its compliance system, which specifically covers this type of risk, the BNP Paribas Group places the interest of its customers, and more broadly that of its stakeholders, at the heart of its values. The new code of conduct adopted by the BNP Paribas Group in 2016 sets out detailed values and rules of conduct in this area.

Cyber security and technology risk

BNPPF's ability to do business is intrinsically tied to the fluidity of electronic transactions as well as the protection and security of information and technology assets.

The technological change is accelerating with the digital transformation and the resulting increase in the number of communications circuits, proliferation in data sources, growing process automation, and greater use of electronic banking transactions.

The progress and acceleration of technological change are giving cybercriminals new options for altering, stealing, and disclosing data. The number of attacks is increasing, with a greater reach and sophistication in all sectors, including financial services.

The outsourcing of a growing number of processes also exposes the BNP Paribas Group to structural cyber security and technology risks leading to the appearance of potential attack vectors that cybercriminals can exploit.

Accordingly, the BNP Paribas Group has set up a second line of defence within the risk function with the creation of the Risk ORC ICT Team dedicated to managing cyber security and technology risk. Thus, standards are regularly adapted to support BNPPF's digital evolution and innovation while managing existing and emerging threats (such as cyber-crime, espionage, etc.).

9. Accredited statutory auditors of BNPPF

The financial statements for the year ending 31 December 2017 of BNPPF have been audited by PricewaterhouseCoopers Reviseurs d'Entreprises S.C.C.R.L., represented by Damien Walgrave, Partner, Woluwedal 18, B-1932 Sint-Stevens Woluwe, Brussels, and Deloitte Reviseurs d'Entreprises SC sous forme d'une S.C.R.L., represented by Yves Dehogne and Bernard de Meulemeester, Partners, Gateway Building Luchtaven National 1J 1930 Zaventem, Belgium in accordance with the laws of Belgium. An unqualified opinion on the consolidated financial statements with an explanatory paragraph has been issued on 29 March 2018. All are members of the *Instituut der Bedrijfsrevisoren* (IBR)/*Institut des Reviseurs d'Enterprises* (IRE).

The financial statements for the year ending 31 December 2016 of BNPPF have been audited by PricewaterhouseCoopers Reviseurs d'Entreprises S.C.C.R.L., represented by Damien Walgrave, Partner, Woluwedal 18, B-1932 Sint-Stevens Woluwe, Brussels, and Deloitte Reviseurs d'Entreprises SC sous forme d'une S.C.R.L., represented by Yves Dehogne and Bernard de Meulemeester, Partners, Berkenlaan 8c, B 1831 Diegem, in accordance with the laws of Belgium. An unqualified opinion on the consolidated financial statements with an explanatory paragraph has been issued on 4 April 2017. All are members of the *Instituut der Bedrijfsrevisoren* (IBR)/*Institut des Reviseurs d'Enterprises* (IRE).

Since the Annual Shareholders' Meeting of 19 April 2018, PwC Bedrijfsrevisoren bcvba / Reviseurs d'Entreprises sccrl, represented by Damien Walgrave, are the sole statutory auditors of BNP Paribas Fortis SA/NV.

10. Significant change in BNPPF's financing or trading position

There has been no significant change in the financial or trading position of BNPPF and its subsidiaries since 31 December 2017.

11. Material adverse change

There has been no material adverse change in the prospects of BNPPF since 31 December 2017.

12. Profit forecasts or estimates

This Base Prospectus does not include any profit forecasts or estimates with regard to BNPPF.

13. Legal and arbitration proceedings

Save as disclosed in the section "*Risk Factors relating to BNPPF*" and under "*Description of BNP Paribas Fortis SA/NV*" in this Base Prospectus and under Note 7.a (*Contingent liabilities: legal proceedings and arbitration*) on pages 128 to 129 in the 2017 Annual Report of BNPPF (which is

incorporated by reference in this Base Prospectus), there have been no governmental, legal and arbitration proceedings during a period covering 12 months prior to this Base Prospectus which may have, or have had in the recent past, significant effects on BNPPF's and/or the BNP Paribas Group's financial position or profitability.

DESCRIPTION OF BNP PARIBAS FORTIS FUNDING

This section describes the business activities of BNP Paribas Fortis Funding and also provides summary financial information and other information relating to it.

DESCRIPTION OF BNP PARIBAS FORTIS FUNDING

The following section applies to both Exempt Notes and Non-exempt Notes.

1. General

BP2F is a public limited liability company (*société anonyme*) incorporated for an unlimited duration under the laws of the Grand-Duchy of Luxembourg with its registered and principal office at 19, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg (telephone number +352 27 44 18 03) and registered with the Register of Commerce and Companies of Luxembourg under B. 24 784.

BP2F was incorporated on 24 September 1986 in Luxembourg as a public limited liability company (*société anonyme*) with the name Genfinance Luxembourg S.A., which was then changed on 12 November 2001 to Fortis Luxembourg Finance S.A. and on 22 February 2010 to BNP Paribas Fortis Funding that is still, at the date of this Base Prospectus, its legal name and commercial name.

2. BP2F is registered with the Register of Commerce and Companies of Luxembourg under number B24784 (registered on 24 September 1986).

The Articles of Association of BP2F have been amended several times, most recently by notarial deed in Luxembourg on 23 March 2010.

The Articles of Association were published in the "*Mémorial C, Recueil des Sociétés et Associations*" on 29 November 1986 (C Nr332) and amendments thereto were also published in the "Mémorial C, Recueil des Sociétés et Associations".

There have been no recent events particular to BP2F that are to a material extent relevant to the evaluation of BP2F's solvency.

BP2F has not made any investments since the date of the last published financial statements except in debt securities issued by BNP Paribas Fortis.

The principal activities of BP2F are described in the following section.

3. Business overview

Principal activities

BP2F's main object is to act as a financing vehicle for BNPPF and the companies controlled by BNPPF. In order to implement its main object, BP2F may issue bonds or similar securities, perform any refinancing operation, with or without a guarantee and in general have recourse to any sources of finance. BP2F can carry out any operation it perceives as being necessary to the accomplishment and development of its business, whilst staying within the limits of the Luxembourg law of 10 August 1915 on commercial companies (as amended).

Please refer to paragraph 10 below for more information about BP2F's object as stated in Article 4 of its Articles of Association.

Principal markets

Part of the (long-term) debt of BP2F is admitted to listing on the official list and trading on the regulated market of the Luxembourg Stock Exchange and/or on Euronext Amsterdam and/or on Euronext Brussels. The debt securities are sold to investors all over the world but mainly in Europe and within the scope of any applicable selling restrictions.

4. Organisational structure

BP2F is owned at 99.995 per cent. by BNPPF that is part of the BNP Paribas Group.

5. Trend information

BP2F is dependent upon and is specifically involved in the issue of securities such as notes or other obligations which are developed, set up and sold to investors via intermediaries including BNPPF. BP2F enters into hedging transactions with BNPPF and with other entities of the BNP Paribas Group. As a consequence the information disclosed under the section headed "*Trend Information"* in the "*Description of BNP Paribas Fortis SA/NV*" above is also relevant in relation to BP2F and should be referred to for known trends likely to have a material effect on BP2F's prospects for the current financial year.

6. Administrative, management and supervisory bodies

(a) *Board of Directors*

As at the date of this Base Prospectus, the Board of Directors of BP2F comprises the following persons:

Name	**Principal activities* performed by them outside BP2F which are significant with respect to BP2F**
Dirk Dewitte	Director and CFO of BP2F. Manager KYC Processes of BNP Paribas Fortis
Pierre Vanhove	Director of BP2F. Head of medium and long term funding of BNP Paribas Fortis
Catherine Trapani	Director of BP2F. Business Unit Director of Intertrust Luxembourg S.à r.l.
Luc Henrard	Director of BP2F. Member of Managing Committee and Chief Risk Officer of BGL BNP Paribas
Didier Giblet	Director and chairman of the board of directors of BP2F. Director Risk ALM-T of BNP Paribas Fortis
Yvon Pierre Antoni	Director of BP2F. Head of ALM Funding of BGL BNP Paribas
Gaëlle Attardo-Kontzler	Director of BP2F. Business Unit Director of Intertrust Luxembourg S.à.r.l

**Except for their principal functions in BNPPF, their other functions in BNPPF have not been included.*

For the purpose of this Base Prospectus, the business address of the Directors is 19, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg.

No member of the Board of Directors works on a full-time basis for BP2F.

From 1 January 2013, Mr. Pierre Vanhove works twenty per cent. of the time for BP2F.

(b) *Administrative, management, and supervisory bodies conflicts of interests*

No conflicts of interests exist between any duties to the issuing entity of the persons referred to above at paragraph 1.1(a) and their private interests and/or other duties disclosed in paragraph 1.1(a).

However, functional conflicts of interests may exist for the persons referred to above at paragraph 1.1(a) due to the roles held by these persons in other affiliates of BP2F (as described above at paragraph 1.1(a)).

7. Board practices

BP2F does not have an audit committee. An audit committee exists at BNPPF level.

Other than the provisions of the Luxembourg law of 10 August 1915 on commercial companies, as amended, which BP2F is required to comply with, under Luxembourg company law, there is currently no other legal corporate governance regime under Luxembourg law that a company must comply with.

8. Major shareholders

BNPPF holds 99.995 per cent. of BP2F shares.

9. Financial information concerning BP2F assets and liabilities, financial position and profits and losses

Financial statements

BP2F has no subsidiaries and therefore its financial statements are produced on an unconsolidated basis.

The annual accounts of BP2F are included in the consolidated financial statements of BNPPF. The consolidated financial statements of BNPPF are available at its registered office: 3 Montagne du Parc, B-1000 Brussels, Belgium.

Auditing of historical annual financial information

The annual accounts of BP2F for the year ended 31 December 2016 have been audited without qualification by Deloitte Audit S.à r.l. as approved independent auditor (*réviseur d'entreprises agréé*) whose registered office is 560, rue de Neudorf, L-2220 Luxembourg who is a member of the *Institut des Réviseurs d'Entreprises*.

The annual accounts of BP2F for the year ended 31 December 2017 have been audited without qualification by Deloitte Audit S.à r.l. as approved independent auditor (*réviseur d'entreprises agréé*) whose registered office is 560, rue de Neudorf, L-2220 Luxembourg, who is a member of the *Institut des Réviseurs d'Entreprises*.

The cash flow statements of BP2F for the years ended 31 December 2016 and 31 December 2017 have been audited by Deloitte Audit S.à r.l. as approved independent auditor (*réviseur d'entreprises agréé*)

whose registered office is 560, rue de Neudorf, L-2220 Luxembourg, Grand Duchy of Luxembourg, who is a member of the *Institut des Réviseurs d'Entreprises*.

No other information in this "*Description of BNP Paribas Fortis Funding*" has been audited by the auditor.

Age of latest financial information

The latest audited financial information of BP2F incorporated by reference in this Base Prospectus is the financial information for the financial year ended 31 December 2017.

Interim and other financial information

At or about the end of September 2018 BP2F will publish unaudited interim financial information for the six-month period ending 30 June 2018.

10. Additional information

(a) *Share capital*

BP2F issued and authorised share capital at 31 December 2017 is EUR 500,000 represented by 20,000 registered shares with a nominal value of EUR 25 each. BP2F has no other classes of shares. The share capital is fully paid up in cash. BP2F has no notes cum warrants, nor any convertible notes outstanding.

(b) *Memorandum and Articles of Association*

Article 4 of the Articles of Association states:

The purpose of BP2F is the direct and indirect funding by whatever means of its subsidiaries, of BNP Paribas Fortis and of companies controlled by BNP Paribas Fortis and the granting to said companies of any assistance, loan, advance or guarantee and/or any service of financial aid and any related administrative help.

In order to implement its purpose, BP2F may especially:

(a) perform any refinancing operation and especially solicit any kind of borrowing, obtain any kind of credit, participate in securitisation transactions and collect funds mainly by the issue in whatever form of bonds or similar securities, debts, claims, certificates, warrants and any other kind of financial instruments; said list of transactions being not exhaustive;

(b) grant guarantees, pledge, or deliver any other kind of security, whether by personal commitment or by mortgage or encumbrance on all part of the company's assets;

(c) conclude any kind of provisional transfer of securities and especially swaps (transactions on credit derivatives included), of options and futures, said list of transactions being not exhaustive;

(d) conclude any kind of provisional transfer of securities and especially of loans of securities and of borrowings against assets, said list of transactions being not exhaustive.

BP2F may carry out any operation which it deems necessary to the implementation and development of its purpose, remaining however within the limits fixed by the law of 10 August 1915 on commercial companies, as amended.

11. Selected financial information

Selected annual financial information

Extracted without material adjustment from the audited annual accounts of BP2F for the year ended 31 December 2017, which have been prepared in conformity with Luxembourg legal and regulatory requirements relating to the preparation of the annual accounts.

	31/12/2017 EUR	**31/12/2016** EUR
Selected items of the Balance Sheet		
Assets		
Financial Fixed assets (Amounts owed to affiliated undertakings)	3,845,158,426.14	4,426,422,094.46
Current assets (Amounts owed by affiliated undertakings becoming due and payable within one year)	42,240,306.68	153,507,240.70
Total assets	3,991,551,995.45	4,662,647,188.60
Liabilities		
Capital and reserves	4,494,998.60	4,224,001.83
Non-convertible loans - becoming due and payable within one year	572,204,465.24	752,685,671.21
- becoming due and payable after more than one year	3,255,727,220.40	3,661,534,069.09
Charges & Income: selected items		
Income from other investments and loans forming part of the fixed assets	63,937,668.66	92,606,975.73
Other interest receivable and similar income	256,115,719.57	481,287,152.78
Interest payable and similar expenses	-294,491,611.18	-551,328,725.34
Profit for the financial year	470,996.77	135,537.31

The above information for the years ended 31 December 2016 and 2017 is extracted without material adjustment from, and should be read in conjunction with, the audited annual accounts (including the notes thereto) of BP2F for the year ended 31 December 2017. The audited and approved annual accounts of BP2F for the years ended 31 December 2016 and 2017 are available free of charge at the registered and principal office of BP2F and are also available on the web site of BP2F (www.bp2f.lu).

12. Statement regarding competitive position

The basis for any statements in this Base Prospectus made by BP2F regarding its competitive position originate from the BP2F's evaluation of market trends and should generally reflect market views.

See also paragraph 7 of the "*General Information*" section below.

13. Significant change in BP2F's financing or trading position

There has been no significant change in the financial or trading position of BP2F since 31 December 2017.

14. Material adverse change

There has been no material adverse change in the financial position or prospects of BP2F since 31 December 2017.

15. Profit forecasts or estimates

This Base Prospectus does not contain any profit forecast or estimates with regard to BP2F.

16. Legal and arbitration proceedings

There have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which BP2F is aware), during a period covering 12 months prior to this Base Prospectus which may have, or have had in the recent past, significant effects on BP2F's financial position or profitability.

GENERAL INFORMATION RELATING TO THE PROGRAMME AND THE NOTES

GENERAL DESCRIPTION OF THE PROGRAMME

This section gives a general description of the Programme, including a description of the relevant parties and a description of certain provisions relating to the Notes (including a description of the different forms of Notes that may be issued under the Programme).

GENERAL DESCRIPTION OF THE PROGRAMME

The following description of key features of the Programme is qualified in its entirety by the remainder of this Base Prospectus. The Notes may be issued on such terms as may be agreed between the relevant Dealer(s) and the Issuer(s) and, in the case of Exempt Notes only, unless otherwise specified in the applicable Final Terms in relation to any particular Tranche or Series, will be subject to the terms and conditions set out below. Each Series of Notes will be subject to compliance with all relevant laws, regulations and directives and subject to obtaining any appropriate official or other consents.

Issuers:	BNPPF and BP2F.
Guarantor:	BNPPF (in respect of Notes issued by BP2F).
Description:	Euro Medium Term Note Programme.
Guarantee:	Each of the Notes issued by BP2F has the benefit of a guarantee (the "**Guarantee**") from the Guarantor.
Arranger:	BNP Paribas Fortis SA/NV.
Dealer:	BNP Paribas Fortis SA/NV and such other Dealers as may be appointed from time to time by the Issuer in respect of one or more Tranche of Notes or in respect of the whole Programme.
Fiscal Agent and Principal Paying Agent:	BNP Paribas Securities Services, Luxembourg Branch.
Domiciliary Agent:	BNP Paribas Fortis SA/NV.
Alternative Principal Paying Agent:	BNP Paribas Fortis SA/NV.
Paying Agent:	BNP Paribas Fortis SA/NV.
Luxembourg Listing Agent:	BNP Paribas Securities Services, Luxembourg Branch.
Amsterdam Listing Agent:	Such person appointed and specified as the Amsterdam Listing Agent in respect of any issue of Notes in the applicable Final Terms.
Brussels Listing Agent:	Such person appointed and specified as the Brussels Listing Agent in respect of any issue of Notes in the applicable Final Terms.
Final Terms or Drawdown Prospectus:	Non-exempt Notes issued under the Programme may be issued either (1) pursuant to this Base Prospectus and completed by a set of Final Terms or (2) pursuant to a separate Drawdown Prospectus prepared in connection with a particular Tranche of Notes, as more fully described in the section entitled *"Explanation of Final Terms and* Drawdown Prospectuses*"*.
Terms and Conditions:	Final Terms will be prepared in respect of each Tranche of Notes a copy of which will, in the case of Notes to be admitted to listing on the official list and to trading on the Luxembourg Stock Exchange be delivered to the Luxembourg Stock Exchange and in the case of Notes to be admitted to listing, trading and/or quotation

by any other competent authority, stock exchange and/or quotation system, be delivered to such competent authority, stock exchange and/or quotation system. The terms and conditions applicable to each Tranche will be those set out herein under *"Terms and Conditions of the Notes"* as completed or, in the case of Exempt Notes only, supplemented, modified or replaced by the relevant Final Terms. In the case of an offer to the public, the applicable Final Terms will be filed with the relevant competent authority as soon as practicable and in any event, at a reasonable time in advance of, and at the latest at the beginning of, the offer to the public.

Currencies:

Notes may be issued in U.S. dollars, Brazilian Reais, Canadian dollars, Australian dollars, Mexican Peso, New Zealand dollars, Norwegian krone, Sterling, Euro, Japanese yen, Swedish kronor, Danish kroner, Hungarian Forints, New Turkish Lira, Russian Rouble or in any other currencies if the relevant Issuer and the Dealers so agree, subject in each case to all necessary consents being obtained and, subject to compliance with all relevant laws, regulations and directives.

Maturities:

Any maturity or no fixed maturity date, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.

If the Notes have a maturity of less than one year and either (a) the issue proceeds are received by the relevant Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by that Issuer in the United Kingdom, such Notes must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses or (ii) be issued in other circumstances which do not constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") by that Issuer.

Notes issued by BNPPF must have a minimum denomination of at least EUR 1,000.

Issue Price:

Notes may be issued at par or at a discount or premium to par or with a zero coupon as specified in the relevant Final Terms. In the case of Dual Currency Notes, the Issue Price will be payable in the Settlement Currency at the Settlement Currency equivalent of the Issue Price (determined in the manner set out in the applicable Final Terms). Exempt Notes which are partly-paid Notes may also be issued, the issue price of which will be payable in two or more instalments ("**Partly-paid Notes**"). The price and amount of Notes to be issued under the Programme will be determined by the relevant Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.

Method of Issue:	The Notes will be issued in one or more Series (which may be issued on the same date or which may be issued in more than one Tranche on different dates). The Notes with respect to each Series will either mature on the same date or have no fixed maturity date, bear interest (if any) on the same basis and otherwise be subject to identical terms and may be issued in Tranches on a continuous basis with, save as mentioned below, no minimum issue size. Further Notes may be issued as part of an existing Series.
Fixed Interest Rate Notes:	Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms and at maturity (if any).
Floating Rate Notes:	Notes which bear interest on a floating rate basis "**Floating Rate Notes**" will bear interest set separately for each Series by reference to LIBOR, LIBID, LIMEAN or EURIBOR (each as defined in the Conditions) (or such other benchmark as may be specified in the relevant Pricing Supplement (in the case of Exempt Notes only)) as adjusted for any applicable margin. Interest periods will be specified in the relevant Final Terms.
Zero Coupon Notes:	Zero coupon Notes may be issued at their principal amount or at a discount to par and will not bear interest ("**Zero Coupon Notes**").
Variable Rate Notes:	The Final Terms in respect of each issue of Inflation-Index Linked Notes, Foreign Exchange (FX) Rate-Linked Notes and Underlying Interest Rate-Linked Notes will specify the basis for calculating the amounts of interest payable, which may be by reference to indices, currency exchange rates, underlying reference rates or formulae or as otherwise provided in the relevant Final Terms.
Fixed Redemption Amount Notes:	Fixed Redemption Amount Notes may be redeemable at par, at a premium to par or at a discount to par by specifying the redemption amount in the relevant Final Terms.
Variable Redemption Notes:	The Final Terms in respect of each issue of Inflation Index-Linked Notes, Foreign Exchange (FX) Rate-Linked Notes and Underlying Interest Rate-Linked Notes will specify the basis for calculating the redemption amounts payable, which may be calculated by reference to indices, currency exchange rates, underlying reference rates or formulae or as otherwise provided in the relevant Final Terms. The redemption amount payable at maturity may be par or an amount that is above or below the principal amount of the Notes.
Dual Currency Notes:	Notes may be denominated in one currency (the "**Specified Currency**") with amounts payable in respect of interest and/or principal payable in another currency (the "**Settlement Currency**"), such Notes being "**Dual Currency Interest Notes**" and/or "**Dual Currency Redemption Notes**".
Other Notes:	Further terms applicable to Notes with Fixed Income Interest Rates (including FI Digital Coupons, Range Accrual Coupons, Combination Floater Coupons, PRDC Coupons, FI Digital Floor Coupons, FI Digital Cap Coupons, FI Target Coupons, FI FX

Vanilla Coupons and FI Digital Plus Coupons), Fixed Income Final Payouts (including FI FX Vanilla Notes and FI Inflation Notes) and Fixed Income Early Redemption Payouts and any other type of Note which the Issuer and any Dealer or Dealers may agree to issue under the Programme will be set out in the relevant Final Terms. Notes not covered by the Conditions and not otherwise disclosed in this Base Prospectus may be offered as Exempt Notes.

Form of Notes:

Unless otherwise provided in the relevant Final Terms and except as provided below, each Tranche of Notes issued in bearer form will initially be represented by a temporary global Note which will be deposited on the issue date with a common depositary or (in the case of Notes issued by BP2F which are intended to be issued in new global note ("**NGN**") form) a common safekeeper on behalf of Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A., Luxembourg ("**Clearstream, Luxembourg**") or with a depositary for any other Relevant Clearing System (as defined below). Interests in such temporary global Note will be exchangeable for interests in a permanent global Note (together with any temporary global Note, the "**Global Notes**") or, if so provided in the relevant temporary Global Note, for definitive Notes ("**Definitive Notes**") in bearer form and/or (in the case of Notes issued by BP2F only) registered form after the date falling 40 days after the completion of the distribution of the relevant Tranche upon certification as to non-U.S. beneficial ownership in the manner and upon compliance with the procedures described under "*Summary of Provisions Relating to Global Notes and Certain Provisions with Respect to Dematerialised Notes*". Interests in a permanent Global Note will be exchangeable for definitive Notes in bearer form and/or (in the case of Notes issued by BP2F only) registered form, in each case as described in the section entitled "*Summary of Provisions Relating to Global Notes and Certain Provisions with Respect to Dematerialised Notes*" on page 328. Bearer Notes in definitive form may not be physically delivered in Belgium. Each Tranche of Notes issued by BP2F in registered form will be represented by definitive Notes.

In the case of Notes issued by BNPPF in bearer form and if so provided in the relevant Final Terms, such Notes may be represented by a permanent Global Note which will be deposited on or about the issue date with the National Bank of Belgium or any successor thereto (the "**NBB**") as operator of the X/N System or its custodian and interests therein will be credited to the accounts of the relevant purchasers with the X/N System, Euroclear and/or Clearstream, Luxembourg and/or any other Relevant Clearing System. Such Notes will not be issued in NGN form but are intended to be held in a manner which would allow Eurosystem eligibility.

Notes issued by BNPPF may also be issued in dematerialised form in accordance with Article 468 et seq. of the Belgian Company Code via a book-entry system maintained in the records of the NBB ass operator of the X/N System ("**Dematerialised Notes**"). Dematerialised Notes cannot be physically delivered and will be

	represented exclusively by book entries in the records of the X/N System.
Specified Denominations:	Notes will be issued in any denominations agreed between the relevant Issuer and the relevant Dealer(s), subject to compliance with all applicable legal and/or securities settlement systems and/or regulatory and/or central bank requirements. BNPPF may not issue Notes with a minimum denomination of less than EUR 1,000 (or nearly equivalent in other currencies).
Optional Redemption:	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed at the option of the relevant Issuer or the Guarantor (as the case may be) (either in whole or in part) and/or at the option of the holders, and if so, the terms applicable to such redemption.
Early Redemption:	Except as provided in *"Optional Redemption"* above, Notes may be redeemable at the option of the Issuer for tax reasons (if specified as applicable in the relevant Final Terms), if its obligations under the Notes have become illegal or by reason of force majeure and in certain other circumstances specified in the terms of the relevant Notes.
Redemption by Instalments:	The Final Terms issued in respect of each issue of Notes which are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.
Listing and Admission to Trading:	Notes may be admitted to listing on the official list and to trading on the Luxembourg Regulated Market or the Euro MTF, and/or the Brussels Regulated Market and/or the Amsterdam Regulated Market and/or admitted to listing, trading and/or quotation by any other competent authority, stock exchange and/or quotation system specified in the relevant Final Terms. Notes issued by BNPPF under the Programme which are to be admitted to trading on a regulated market situated or operating within a Member State or which are to be offered to the public in one or more Member States (where the terms "regulated market" and "offer to the public" are within the meaning of any measures implementing the Prospectus Directive in any relevant Member State) may not carry the right to acquire shares (or transferable securities equivalent to shares) issued by the relevant Issuer or by any entity belonging to such Issuer's group. Subject thereto, Notes may also be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system.
Status of Notes and the Guarantee:	Notes issued by the Issuers may either be direct, unconditional, unsubordinated and unsecured obligations, or subordinated obligations of such Issuer. The Guarantees will either be direct, unconditional, unsubordinated and unsecured obligations of the Guarantor or subordinated obligations of the Guarantor.
Cross Default:	The Senior Notes (as defined in the Conditions) will contain a cross default in respect of indebtedness for borrowed money of the Issuers and the Guarantor (in respect of Notes issued by BP2F) as

	more fully set out in *"Terms and Conditions of the Notes —Events of Default"*.
Taxation:	All payments of principal and interest in respect of the Notes and the Guarantees by the Issuer or the Guarantor will be made without deduction for or on account of withholding taxes (if any), imposed in Luxembourg (in the case of BP2F) or Belgium (in the case of BNPPF), unless otherwise specified in the relevant Final Terms, subject to customary exceptions as specified in the Conditions.
Governing Law:	The Notes and all non-contractual obligations arising out of or in connection with the Notes are governed by English law except for (a) in the case of Notes issued by BP2F, Conditions 3.2 and 3.3 in addition to all non-contractual obligations arising out of or in connection therewith which shall be governed by Luxembourg law and Conditions 3.5, 3.6, 3.7 and 3.8 in addition to all non-contractual obligations arising out of or in connection therewith which shall be governed by Belgian law and (b) in the case of Notes issued by BNPPF, Conditions 1.2 3.2, 3.3, 3.7 and 10.1(b) in addition to all non-contractual obligations arising out of or in connection therewith which shall be governed by Belgian law. Guarantees of BNPPF applicable in relation to any Senior Notes issued by BP2F are governed by, and shall be construed in accordance with English law and guarantees of BNPPF applicable in relation to any subordinated Notes issued by BP2F are governed by, and shall be construed in accordance with, Belgian law.
Selling Restrictions:	For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the EEA (including Belgium, France, Luxembourg, Poland, The Netherlands and the United Kingdom), Australia, Hong Kong, Japan, New Zealand, Switzerland and the United States of America please refer to the section entitled *"Plan of Distribution"* of this Base Prospectus. Such description is only a summary at the date of the Base Prospectus of certain restrictions that can vary from time to time. Prospective investors and purchasers of Notes must inform themselves about all the relevant, applicable and up-to-date restrictions prior to investing in the applicable Notes. Moreover the selling restrictions that are applicable to a Tranche of Notes can be modified in the relevant Final Terms if agreed by the relevant Issuer, the Guarantor (if applicable) and the relevant Dealer.
Ratings:	BP2F's senior unsecured credit ratings are A with a stable outlook (Standard & Poor's Credit Market Services France SAS ("**Standard & Poor's**")), A2 with a stable outlook (Moody's France SAS ("**Moody's**")) and A+ with a stable outlook (Fitch Ratings Limited ("**Fitch**")) and BP2F's short-term credit ratings are A-1 (Standard & Poor's), P-1 (Moody's) and F1 (Fitch). BNPPF's long-term credit ratings are A with a stable outlook (Standard & Poor's), A2 with a stable outlook (Moody's) and A+

with a stable outlook (Fitch) and BNPPF's short-term credit ratings are A-1 (Standard & Poor's), P-1 (Moody's) and F1 (Fitch).

Standard & Poor's credit ratings in respect of the Programme are: (i) A (senior unsecured debt maturing in one year or more), (ii) A-1 (senior unsecured debt maturing in less than one year), (iii) BBB (subordinated debt) and (iv) BBB- (junior subordinated debt). Moody's credit ratings in respect of the Programme (where BNPPF acts as Issuer) are: (i) A2 (senior unsecured), (ii) Baa2 (subordinated), (iii) Baa3 (junior subordinated) and (iv) P-1 (short-term). Moody's credit ratings in respect of the Programme (where BP2F acts as Issuer (guaranteed by BNPPF)) are: (i) A2 (senior unsecured), (ii) Baa2 (senior subordinated), (iii) Baa2 (subordinated), (iv) Baa3 (junior subordinated) and (v) P-1 (short-term). Fitch's credit ratings in respect of the Programme are A+ (long-term senior unsecured) and F1 (short-term senior unsecured).

An obligor rated 'A' by Standard & Poor's has strong capacity to meet its financial commitments but is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligors in higher-rated categories. The rating may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. An obligor rated A-1 by Standard & Poor's has strong capacity to meet its financial commitments. It is rated in the highest category by Standard & Poor's. A Standard & Poor's negative outlook means a rating may be lowered. A Standard & Poor's rating outlook assesses the potential direction of a long-term credit rating over the intermediate term (typically six months to two years). In determining a rating outlook, consideration is given to any changes in the economic and/or fundamental business conditions. An outlook is not necessarily a precursor of a rating change. A short-term obligation rated 'A-1' by Standard & Poor's is rated in the highest category by Standard & Poor's. The obligor's capacity to meet its financial commitment on the obligation is strong. An obligation rated 'A' by Standard & Poor's is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is still strong. The rating may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. An obligation rated 'BBB' by Standard & Poor's exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.

Obligations rated 'A' by Moody's are considered upper-medium grade and are subject to low credit risk. Obligations rated 'Baa' by Moody's are subject to moderate credit risk. They are considered medium-grade and as such may possess certain speculative characteristics. Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The

modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category. Issuer's (or supporting institutions) rated 'P-1' by Moody's have a superior ability to repay short-term debt obligations. A Moody's rating outlook is an opinion regarding the likely direction of a rating over the medium term. A Moody's stable outlook means that the rating is not likely to change.

An "A" rating by Fitch indicates a high credit quality. 'A' ratings by Fitch denote expectations of low default risk with the capacity for payment of financial commitments considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings. The modifiers "+" or "-" may be appended to a rating by Fitch to denote relative status within major rating categories. An 'F1' rating by Fitch indicates the strongest intrinsic capacity for timely payment of financial commitments. Rating outlooks applied by Fitch indicate the direction a rating is likely to move over a one- to two-year period and reflect financial or other trends that have not yet reached the level that would trigger a rating action, but which may do so if such trends continue. The majority of Fitch outlooks are generally stable, which is consistent with the historical migration experience of ratings over a one- to two-year period. Positive and negative rating outlooks do not imply that a rating change is inevitable and, similarly, ratings with stable outlooks can be raised or lowered without a prior revision to the outlook, if circumstances warrant such an action.

The information set out above relating to the description of the ratings has been extracted from the web-site of the relevant rating agency. Each of the Issuer and the Guarantor confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from such web-sites, no facts have been omitted which would render the reproduced information inaccurate or misleading. This paragraph should be read in conjunction with the paragraphs under the heading "Responsibility Statement" above.

Each of Moody's, Standard & Poor's and Fitch is established in the European Union and registered under Regulation (EC) No 1060/2009 (as amended) (the "**CRA Regulation**"). As such, each of Moody's, Standard & Poor's and Fitch is included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (http://esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the CRA Regulation. Nevertheless, some Notes issued under the Programme may be assigned a specific rating that will not necessarily be the same as the rating assigned to the Programme or may not receive any credit rating. Where a Series of Notes is rated, such rating will be disclosed in the relevant Final Terms. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension,

change or withdrawal at any time by the relevant assigning rating agency Please also refer to "*Credit ratings assigned to the Issuers, Guarantor or any Notes associated with an investment in those Notes may not reflect all risks*" in the Risk Factors section of this Base Prospectus.

EXPLANATION OF FINAL TERMS AND DRAWDOWN PROSPECTUSES

This section describes information relating to an issue of Non-exempt Notes which may be set out in Final Terms, as well as the circumstances in which a Drawdown Prospectus is required.

EXPLANATION OF FINAL TERMS AND DRAWDOWN PROSPECTUSES

The following section relates to Non-exempt Notes and to Notes admitted to listing, trading and/or quotation by any other stock exchange and/or quotation system.

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

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

For a Tranche of Notes which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, complete the Conditions and must be read in conjunction with this Base Prospectus. For a Tranche of Notes which is the subject of a Drawdown Prospectus, that Drawdown Prospectus will complete, supplement, amend and/or replace the Conditions. The Terms and Conditions applicable to any particular Tranche of Notes which is the subject of Final Terms are the Conditions as completed to the extent described in the relevant Final Terms or which is the subject of a Drawdown Prospectus are the Conditions as completed, supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

An Issuer and, if applicable, the Guarantor, may agree with any Dealer that Notes may be issued in a form not contemplated by the Conditions described in this Base Prospectus, in which event a supplement to the Base Prospectus or a Drawdown Prospectus will be submitted for approval to the relevant competent authority and will be made available.

In relation to Non-exempt Notes, in accordance with Article 5.3 of the Prospectus Directive any Drawdown Prospectus will be drawn up as a single document, incorporating by reference, if applicable, relevant parts of this Base Prospectus.

The Issuers and the Guarantor have undertaken in connection with the admission to listing on the official list and to trading of the Notes on the Luxembourg Regulated Market, and/or the admission to listing, trading and/or quotation by any other competent authority, stock exchange and/or quotation system, or/and in connection with an offer to the public of Notes, that if at any time there shall occur any significant new factor which is not reflected in this Base Prospectus or any supplements thereto and/or there shall be any material mistake or inaccuracy relating to the information included in this Base Prospectus or any supplements thereto, in each case, which is capable of affecting the assessment of the Notes, the Issuers and the Guarantor will prepare or procure the preparation of and publish a supplement to this Base Prospectus or, as the case may be, a new Base Prospectus for use in connection with any subsequent issue of Notes to be offered to the public or/and admitted to listing on the official list and to trading on the Luxembourg Regulated Market and/or admitted to listing, trading and/or quotation by any other competent authority, stock exchange and/or quotation system.

RESTRICTIONS AND CONDITIONS FOR THE USE OF THIS BASE PROSPECTUS

This section provides information on the entities having consent to use the Base Prospectus in connection with Non-exempt Offers and the conditions relating to such consent. It also provides information on arrangements between investors and Authorised Offerors (including the issue price relating to Non-Exempt Offers) and information relating to the use of the Base Prospectus and offers of Notes generally.

RESTRICTIONS AND CONDITIONS FOR THE USE OF THIS BASE PROSPECTUS

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

If, in the context of a Non-exempt Offer, you are offered Notes by any entity, you should check that such entity has been given consent to use this Base Prospectus for the purposes of making its offer before agreeing to purchase any Notes. The following entities have consent to use this Base Prospectus in connection with a Non-exempt Offer:

- any entity named as a Dealer or Manager in the applicable Final Terms;
- any financial intermediary specified in the applicable Final Terms as having been granted specific consent to use the Base Prospectus;
- any financial intermediary named on (A) the website www.bnpparibasfortis.be, in the case of each Tranche of Notes, and (B) the website www.bp2f.lu, only where BP2F is the relevant Issuer, as an Authorised Offeror in respect of the Non-exempt Offer (if that financial intermediary has been appointed after the date of the applicable Final Terms); and
- if Part B of the applicable Final Terms specifies "General Consent" as "Applicable", any financial intermediary authorised to make such offers under the Markets in Financial Instruments Directive (Directive 2014/65/EU) who has published the Acceptance Statement (set out below) on its website.

The entities listed above have been given consent to use the Base Prospectus only during the Offer Period specified in the applicable Final Terms and only in the Non-exempt Offer Jurisdictions specified in the applicable Final Terms. Other than as set out above, neither the relevant Issuer nor the Guarantor (where applicable) has authorised the making of any Non-exempt Offer by any person and neither the relevant Issuer nor the Guarantor (where applicable) has consented to the use of this Base Prospectus by any other person in connection with any Non-exempt Offer of Notes.

Please see below for certain important legal information relating to Non-exempt Offers.

Restrictions on Non-exempt Offers of Notes in relevant Member States

This Base Prospectus has been prepared on a basis that permits Non-exempt Offers of Notes in each Member State in relation to which the Issuer has given its consent, as specified in the applicable Final Terms (each specified Member State a "**Non-exempt Offer Jurisdiction**" and together the "**Non-exempt Offer Jurisdictions**"). Any person making or intending to make a Non-exempt Offer of Notes on the basis of this Base Prospectus must do so only with the Issuer's consent to the use of this Base Prospectus as provided under "*Consent given in accordance with Article 3.2 of the Prospectus Directive*" below and provided such person complies with the conditions attached to that consent.

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

Consent given in accordance with Article 3.2 of the Prospectus Directive

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

complied with. The consent and conditions attached to it are set out under "*Consent*" and "*Common Conditions to Consent*" below.

None of the Issuers, the Guarantor or any Dealer makes any representation as to the compliance by an Authorised Offeror with any applicable conduct of business rules or other applicable regulatory or securities law requirements in relation to any Non-exempt Offer and none of the Issuers, the Guarantor nor any Dealer has any responsibility or liability for the actions of that Authorised Offeror.

Except in circumstances set out in the following paragraphs, neither Issuer nor the Guarantor has authorised the making of any Non-exempt Offer by any offeror and neither Issuer has consented to the use of this Base Prospectus by any other person in connection with any Non-exempt Offer of Notes. Any Non-exempt Offer made without the consent of the relevant Issuer is unauthorised and none of the relevant Issuer, the Guarantor (where applicable) and, for the avoidance of doubt, any Dealer accepts any responsibility or liability in relation to such offer or for the actions of the persons making any such unauthorised offer.

If, in the context of a Non-exempt Offer, an Investor is offered Notes by a person which is not an Authorised Offeror, the Investor should check with that person whether anyone is responsible for this Base Prospectus for the purposes of the relevant Non-exempt Offer and, if so, who that person is. If the Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents it should take legal advice.

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

Consent

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

Specific Consent

(a) the Issuer consents to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of such Notes by:

(i) the relevant Dealer(s) or Manager(s) specified in the applicable Final Terms;

(ii) any financial intermediaries specified in the applicable Final Terms; and

(iii) any other financial intermediary appointed after the date of the applicable Final Terms and whose name is published on (A) the website www.bnpparibasfortis.be, in the case of each Tranche of Notes, and (B) the website www.bp2f.lu, only where BP2F is the relevant Issuer, and, in either case, identified as an Authorised Offeror in respect of the relevant Non-exempt Offer.

General Consent

(b) if (and only if) Part B of the applicable Final Terms specifies "General Consent" as "Applicable", the relevant Issuer hereby offers to grant its consent to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of Notes by any other financial intermediary which satisfies the following conditions:

(i) it is authorised to make such offers under applicable legislation implementing the Markets in Financial Instruments Directive (Directive 2014/65/EU);

(ii) it accepts the Issuer's offer to grant consent to the use of this Base Prospectus by publishing on its website the following statement (with the information in square brackets duly completed) (the "**Acceptance Statement**"):

*"We, [insert legal name of financial intermediary], refer to the offer of [insert title of relevant Notes] (the "**Notes**") described in the Final Terms dated [insert date] (the "**Final Terms**") published by [BNP Paribas Fortis SA/NV][BNP Paribas Fortis Funding] (the "**Issuer**"). In consideration of the Issue offering to grant its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in [Belgium][France][Luxembourg][The Netherlands] during the Offer Period and subject to the other conditions to such consent, each as specified in the Base Prospectus, we hereby accept the offer by the Issuer in accordance with the Authorised Offeror Terms (as specified in the Base Prospectus) and confirm that we are using the Base Prospectus accordingly."*; and

(iii) it notifies the Issuer in writing on the day it publishes the Acceptance Statement of its decision to use this Base Prospectus (such notice shall be sent to docsecurities.mbc@bnpparibasfortis.com in the case of BNPPF and to info@bp2f.lu in the case of BP2F).

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

(A) will, and it agrees, represents, warrants and undertakes for the benefit of the relevant Issuer, the Guarantor (where applicable) and the relevant Dealer that it will, at all times in connection with the relevant Non-exempt Offer:

I. act in accordance with, and be solely responsible for complying with, all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the "**Rules**") from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential Investor;

II. comply with the restrictions set out under "*Plan of Distribution*" in this Base Prospectus which would apply if the relevant financial intermediary were a Dealer;

III. ensure that any fee (and any other commissions or benefits of any kind) or rebate received or paid by the relevant financial intermediary in relation to the offer or sale of the Notes does not violate the Rules and, to the extent required by the Rules, is fully and clearly disclosed to Investors or potential Investors;

IV. hold all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules;

V. comply with applicable anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules (including, without limitation, taking appropriate steps, in compliance with such Rules, to establish and document the identity of each potential Investor prior to initial investment in any Notes by the Investor), and will not permit any application for Notes in circumstances where the financial intermediary has any suspicion as to the source of the application monies;

VI. retain Investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested and to the extent permitted by the Rules, make such records available to the relevant Dealer, the relevant Issuer and the Guarantor (where applicable) or directly to the appropriate authorities with jurisdiction over the relevant Issuer, the Guarantor (where applicable) and/or the

relevant Dealer in order to enable such Issuer, the Guarantor (where applicable) and/or the relevant Dealer to comply with anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules applying to the relevant Issuer, the Guarantor (where applicable) and the relevant Dealer, as the case may be;

VII. ensure that no holder of Notes or potential Investor in Notes shall become an indirect or direct client of the relevant Issuer, the Guarantor (where applicable) or the relevant Dealer for the purposes of any applicable Rules from time to time, and to the extent that any client obligations are created by the relevant financial intermediary under any applicable Rules, then such financial intermediary shall perform any such obligations so arising;

VIII. co-operate with the relevant Issuer, the Guarantor (where applicable) and the relevant Dealer in providing relevant information (including, without limitation, documents and records maintained pursuant to paragraph VI above) and such further assistance as is reasonably requested upon written request from such Issuer, the Guarantor (where applicable) or the relevant Dealer in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any regulator or regulatory process. For this purpose, "**relevant information**" is information that is available to or can be acquired by the relevant financial intermediary:

(i) in connection with any request or investigation by any regulator in relation to the Notes, the relevant Issuer, the Guarantor (where applicable) or the relevant Dealer; and/or

(ii) in connection with any complaints received by the relevant Issuer, the Guarantor (where applicable) and/or the relevant Dealer relating to the relevant Issuer, the Guarantor (where applicable) and/or the relevant Dealer or another Authorised Offeror including, without limitation, complaints as defined in the Rules; and/or

(iii) which the relevant Issuer, the Guarantor (where applicable) or the relevant Dealer may reasonably require from time to time in relation to the Notes and/or as to allow such Issuer, the Guarantor (where applicable) or the relevant Dealer fully to comply with its own legal, tax and regulatory requirements;

IX. during the period of the initial offering of the Notes: (A) only sell the Notes at the Issue Price specified in the applicable Final Terms (unless otherwise agreed with the relevant Dealer); (B) only sell the Notes for settlement on the Issue Date specified in the applicable Final Terms; (C) not appoint any sub-distributors (unless otherwise agreed with the relevant Dealer); (D) not pay any fee or remuneration or commissions or benefits to any third parties in relation to the offering or sale of the Notes (unless otherwise agreed with the relevant Dealer); and (E) comply with such other rules of conduct as may be reasonably required and specified by the relevant Dealer;

X. either (A) obtain from each potential Investor an executed application for the Notes, or (B) keep a record of all requests the relevant financial intermediary (x) makes for its discretionary management clients, (y) receives from its advisory clients and (z) receives from its execution-only clients, in each case prior to making any order for the Notes on their behalf, and in each case maintain the same on its files for so long as is required by any applicable Rules;

XI. ensure that it does not, directly or indirectly, cause the relevant Issuer, the Guarantor (where applicable) or the relevant Dealer to breach any Rule or subject such Issuer,

the Guarantor (where applicable) or the relevant Dealer to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;

XII. immediately inform the relevant Issuer, the Guarantor (where applicable) and the relevant Dealer if at any time it becomes aware, or suspects, that it is or may be in violation of any Rules and take all appropriate steps to remedy such violation and comply with such Rules in all respects;

XIII. ensure that Investors understand the risks associated with an investment in the Notes;

XIV. comply with the conditions to the consent referred to under "*Common Conditions to Consent*" below and any further requirements or other Authorised Offeror Terms relevant to the Non-exempt Offer as specified in the applicable Final Terms;

XV. make available to each potential Investor in the Notes this Base Prospectus (as supplemented as at the relevant time, if applicable), the applicable Final Terms and any applicable information booklet provided by the relevant Issuer for such purpose, and not convey or publish any information that is not contained in or entirely consistent with this Base Prospectus and the applicable Final Terms; and

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

(B) agrees and undertakes to each of the relevant Issuer, the Guarantor (where applicable) and the relevant Dealer that if it or any of its respective directors, officers, employees, agents, affiliates and controlling persons (each a "**Relevant Party**") incurs any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) (a "**Loss**") arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations, warranties or undertakings by the relevant financial intermediary, including (without limitation) any unauthorised action by the relevant financial intermediary or failure by it to observe any of the above restrictions or requirements or the making by it of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the relevant Issuer, the Guarantor (where applicable) or the relevant Dealer, the relevant financial intermediary shall pay to the relevant Issuer, the Guarantor (where applicable) or the relevant Dealer, as the case may be, an amount equal to the Loss. None of the relevant Issuer, the Guarantor (where applicable) nor any Dealer shall have any duty or obligation, whether as fiduciary or trustee for any Relevant Party or otherwise, to recover any such payment or to account to any other person for any amounts paid to it under this provision; and

(C) agrees and accepts that:

I. the contract between the relevant Issuer and the relevant financial intermediary formed upon acceptance by the relevant financial intermediary of the relevant Issuer's offer to use the Base Prospectus with its consent in connection with the relevant Non-exempt Offer (the "**Authorised Offeror Contract**"), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law;

II. subject to (C)IV below, the English courts have jurisdiction to settle any dispute arising out of or in connection with the Authorised Offeror Contract (including any dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) (a "**Dispute**") and the relevant Issuer and the relevant financial intermediary submit to the exclusive jurisdiction of the English courts;

III. for the purposes of (C)II and (C)IV, the relevant financial intermediary waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any dispute;

IV. to the extent allowed by law, the relevant Issuer, the Guarantor, where applicable, and each relevant Dealer may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions; and

V. the Guarantor and each relevant Dealer will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the Authorised Offeror Contract which are, or are expressed to be, for their benefit, including the agreements, representations, warranties, undertakings and indemnity given by the financial intermediary pursuant to the Authorised Offeror Terms.

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

Common Conditions to Consent

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

(a) is only valid during the Offer Period specified in the applicable Final Terms; and

(b) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in Belgium, France, Luxembourg and/or the Netherlands, as specified in the applicable Final Terms.

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

The only Relevant Member States which may, in respect of any Tranche of Notes, be specified in the applicable Final Terms (if any Relevant Member States are so specified) as indicated in (b) above, will be Belgium, France, Luxembourg and/or the Netherlands, and accordingly each Tranche of Notes may only be offered to Investors as part of a Non-exempt Offer in Belgium, France, Luxembourg and/or the Netherlands, as specified

in the applicable Final Terms, or otherwise in circumstances in which no obligation arises for the relevant Issuer or any Dealer to publish or supplement a prospectus for such offer.

ARRANGEMENTS BETWEEN INVESTORS AND AUTHORISED OFFERORS

AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. NO ISSUER WILL BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE NON-EXEMPT OFFER OR SALE OF THE NOTES CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER. NONE OF THE ISSUERS, THE GUARANTOR AND, FOR THE AVOIDANCE OF DOUBT, ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF THE INFORMATION DESCRIBED ABOVE.

Non-Exempt Offers: Offer Price

The offer price at which the Authorised Offeror will offer the Notes to the Investor will be the Issue Price or (where agreed with the relevant Dealer) such other price as may be agreed between an Investor and the Authorised Offeror making the offer of the Notes to such Investor in compliance with any applicable laws and regulations including any local obligation to offer Notes at the same price to the same category of Investors. Neither the Issuer nor the Guarantor will be party to arrangements between an Investor and an Authorised Offeror, and the Investor will need to look to the relevant Authorised Offeror to confirm the price at which such Authorised Offeror is offering the Notes to such Investor.

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

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer, the Guarantor and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms, no action has been taken by the Issuer, the Guarantor or the Dealers which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the EEA (including Belgium, France, The Netherlands and the United Kingdom), Hong Kong, Japan, Switzerland and the United States, see "*Plan of Distribution*".

PRIIPs REGULATION/ IMPORTANT – EEA RETAIL INVESTORS – If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made

available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II") or (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the "Insurance Mediation Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "Prospectus Directive"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PLAN OF DISTRIBUTION

This section sets out an overview of certain restrictions on who is permitted to purchase the Notes in certain jurisdictions.

PLAN OF DISTRIBUTION

The following section applies to both Exempt Notes and Non-exempt Notes.

General

Except for those countries or jurisdictions where a public offering of the Notes, or possession or distribution of any offering material in relation thereto, is permitted on the basis of (a) the approval by the CSSF of this Base Prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in Luxembourg and (b) the certificates of approval as provided by the CSSF to the competent authorities in such countries or jurisdictions, no action has been or will be taken in any country or jurisdiction by the Issuers, the Guarantor or the Dealers that would permit a public offering of Notes, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands the Base Prospectus or any Final Terms comes are required by the Issuers, the Guarantor and the Dealers to comply, in all cases at their own expense, with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or have in their possession or distribute such offering material.

Each of the Dealers has agreed to comply, in all cases at its own expense, to the best of its knowledge and belief, with all relevant securities laws, regulations and directives in each country or jurisdiction in which it subscribes for, purchases, offers, sells or delivers Notes or has in its possession or distributes this Base Prospectus or any other offering material.

In the case of Exempt Notes only, selling restrictions may be supplemented or modified by the agreement of the relevant Issuer, the Guarantor (in the case of Notes issued by BP2F) and the Dealers following a change in, or in the interpretation or application of, a relevant law, regulation or directive. Any such supplement or modification will be set out in the Pricing Supplement issued in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

Terms and conditions of the Offer

In the event of an offer of any Notes which is an offer to the public within the meaning of the Prospectus Directive but which is not made in circumstances contemplated in Article 3(2) of the Prospectus Directive (an "**Offer**"), the general conditions in relation to such Offer are as set out below, as further specified for each Series of Notes in the applicable Final Terms.

Offer size

The anticipated size of the offer of the Notes to the public will be set out in the applicable Final Terms as a fixed amount, as a minimum amount subject to increase, or as a range. The actual principal amount of Notes offered can be decreased or increased by the relevant Issuer at any time before the Issue Date. It will be determined by the relevant Issuer, after consultation with the arranger(s) of such offer, taking into account prevailing market conditions (including those in the debt and equity markets) and other relevant criteria and factors, including (but not limited to) demand for the Notes during the subscription period, broader economic and financial conditions and prospects and conditions affecting the relevant Issuer's ability to source or price hedging transactions with respect to its obligations under the Notes on terms satisfactory to it.

Once the results of the Offer are determined, the actual principal amount of Notes that will be offered, allotted to the subscribers and issued will be filed with the appropriate competent authority(ies) and communicated in the same manner in which the Base Prospectus and the applicable Final Terms have been published.

The Noteholders will be directly notified by, or on behalf of the placers as mentioned in item 10(l) of Part B of the Final Terms (the "**Placing Agents**"), of the number of Notes which has been allotted to them as soon as possible after the Issue Date.

Subscription, payment, delivery and allotment

The subscription period of the Offer (the "**Offer Period**") will be set out in the applicable Final Terms. However, the Offer Period may be (a) subject to an early termination due to reasons including (but not limited to) oversubscription or a decrease in the offer size in the circumstances set out under the heading "Offer size" above, or (b) subject to an extension as referred to in the timetable set out under the heading "Indicative Timetable" below.

"**Subscription**" (and "**subscribe**" and "**subscriber**") refers not only to the initial acquisition of the Notes from the relevant Issuer by the first purchaser, but to any purchase during the Offer Period.

The subscription price of the Notes payable by subscribers to the Placing Agents will be specified in the applicable Final Terms.

The minimum number of Notes which may be subscribed per subscriber is one Note of the lowest Specified Denomination and thereafter in multiples of one (1) such lowest Specified Denomination, unless otherwise specified in the applicable Final Terms. There is no maximum number of Notes which may be subscribed per subscriber unless otherwise stated in the applicable Final Terms.

If the Final Terms do not include the subscription price and/or other pricing data relating to the Notes such as the rate of Interest, a pricing statement disclosing this information will be published before the Issue Date, and any such pricing statement will specify rights of withdrawal (if any) which arise under Article 8 of the Prospectus Directive. Unless otherwise indicated in the applicable Final Terms, the pricing statement will be published in the same manner as the Base Prospectus and the applicable Final Terms and in accordance with Article 8 of the Prospectus Directive and article 10 of the Prospectus Act 2005.

Payment for the Notes must be received by the relevant Placing Agent from subscribers on or before the Issue Date by debit of a cash account.

The delivery of the Notes will take place as described in the Base Prospectus and the applicable Final Terms. On or about the Issue Date, the relevant securities account of each Noteholder will be credited with the relevant amount of Notes purchased.

By subscribing for, or subsequently otherwise acquiring, Notes, Noteholders are bound by the Terms and Conditions and are deemed to have acknowledged and accepted the terms pursuant to which the Notes are being offered as set out in the Base Prospectus together with the applicable Final Terms.

Unless otherwise indicated in the applicable Final Terms, in case of an early termination of the subscription period due to oversubscription or a decrease in the Offer size in the circumstances set out under the heading "Offer size" above, allotment of the Notes will be made, to the extent possible, on the basis of objective allotment criteria. Any payment received in connection with the subscription of Notes which are not allotted will be returned within seven Business Days ("**Business Days**" in this section means days on which banks are open for general business in the relevant Non-exempt Offer Jurisdiction and in the principal financial centre of the settlement currency (or, where the settlement currency is euro, the TARGET2 is operating)) after the date of receipt of such payment. However, there will be no entitlement to interest in respect of such returned payments.

Indicative timetable

An indicative timetable listing certain expected key dates for the Offer, such as (but not limited to) the publication of the prospectus, the latest time and date for subscriptions, the publication of the pricing statement (if relevant), and the announcement of the offer size will be specified in the applicable Final Terms. However, the timetable for the Offer is subject to acceleration or extension. Unless otherwise indicated in the applicable Final Terms, any acceleration or extension of the timetable for the Offer will be announced in the same manner in which the Base Prospectus and the applicable Final Terms have been published.

Cancellation of the Offer

The relevant Issuer reserves the right to cancel, at any time on or before the Issue Date and for any reason, the Offer and issue of the Notes, it being understood that in such case no Notes will be issued. In the event of a cancellation, and unless otherwise indicated in the applicable Final Terms, such cancellation will be communicated in the same manner in which the Base Prospectus and the applicable Final Terms have been published.

The Offer may be cancelled if any of the following events occur:

- the Notes are not or will not be admitted to trading and listing on the relevant stock exchange on the Issue Date (or, in the case of an extension of the timetable, such later date as is determined by the relevant Issuer as the latest date for such admission);
- there has been a change in national or international financial, political or economic conditions or currency exchange rates or exchange controls that would, in the view of the relevant Issuer or the relevant Dealer, Manager or Lead Manager, as the case may be, be likely to prejudice materially the success of the offering and/or distribution of the Notes and/or dealings in the Notes in the secondary market;
- there has been, in the view of the relevant Issuer or the relevant Dealer, Manager or Lead Manager, an adverse change, financial or otherwise in the condition or general affairs of the relevant Issuer that would be likely to prejudice materially the success of the offering;
- the relevant Dealer, Manager or Lead Manager, as the case may be, determines, in its absolute discretion, that it is unable to source or price appropriate hedging transactions relating to the relevant Issuer's obligations under the Notes on terms which are satisfactory to it;
- the Underwriting Agreement (as defined below) (if any) is terminated by the underwriter in accordance with its terms;
- the Placing and Purchase Agreement (as defined below) (if any) is terminated in accordance with its terms; or
- in any other circumstances where the relevant Issuer considers it necessary or desirable.

Subscription fees and taxes

Noteholders will bear fees and taxes including the following:

- a fee payable by the relevant Issuer to the relevant Dealer or/and to any Placing Agent if included in the subscription price of the Notes paid by subscribers on subscription;
- any costs arising from holding their Notes on a securities account with a financial intermediary;
- any financial service costs which may be charged by any financial intermediary; and
- taxes on stock market transactions other than upon initial subscription.

Other fees and charges

Except as stated above or in the applicable Final Terms, the relevant Issuer will not impose any charges or fees in respect of the Notes. Prospective purchasers should note, however, that they may be required to bear certain fees and charges for custodial, nominee, transfer and clearing services charged by the Relevant Clearing

System(s) and/or any intermediaries for the holding, transfer or redemption of Notes. Prospective purchasers of Notes should contact any relevant intermediaries for further details of these fees and charges.

In the event that prospective Noteholders are required to be notified of any event and unless otherwise indicated in the applicable Final Terms, such notice will be published in the same manner in which the Final Terms and the Base Prospectus have been published.

Underwriting and placing arrangements

The Dealer(s) or Manager(s) underwriting or subscribing the relevant Notes mentioned in Item 8(a) of Part B of the applicable Final Terms (the "**Subscriber(s)**") may enter into an underwriting and subscription agreement with the relevant Issuer on or about the Issue Date of the relevant Tranche of such Notes (the "**Subscription Agreement**"). Under the terms of the Subscription Agreement and the amended and restated programme agreement between the Issuer and the Dealers dated on or about 6 June 2018 (as amended, supplemented and/or restated from time to time) (the "**Programme Agreement**") and subject to the satisfaction of certain conditions, the Subscriber will agree to subscribe for the Notes. The Subscription Agreement may be terminated in certain circumstances by the Subscriber, prior to payment being made to the relevant Issuer. Any such termination is likely to result in a cancellation of the Offer, as described under the heading "*Cancellation of the Offer*" above.

The relevant Issuer and the Subscriber may also enter into a placing and purchase agreement with the Placing Agents on or about the first day of the Offer Period (the "**Placing and Purchase Agreement**"). If such an agreement is entered into, the Placing Agents will agree to use their best endeavours, during the Offer Period and pursuant to the Offer, to procure subscribers for an aggregate principal amount of Notes equal to the anticipated Offer size of the Notes at the subscription price. If a Placing and Purchase Agreement is entered into, each Placing Agent will also agree to purchase from the Subscriber on the Issue Date an aggregate principal amount of Notes equal to the principal amount of Notes placed by such Placing Agent pursuant to the Offer with the subscribers it has procured.

Each Placing Agent shall be entitled to deduct, before payment to the Subscriber, a commission representing a percentage of the principal amount of the Notes placed by it. The commission will be specified in the applicable Final Terms. The Placing and Purchase Agreement may be terminated in certain circumstances by the Subscriber or the Placing Agents, prior to payment being made to the Subscriber. Any such termination is likely to result in the cancellation of the Offer, as described under the heading "*Cancellation of the Offer*" above.

X/N System

To accept the Notes for clearing and settlement in the X/N System, the NBB may require that X/N Notes are only held by Eligible Investor(s). In that case such condition will be specified in the applicable Final Terms.

SELLING RESTRICTIONS

The following is only a description as at the date of this Base Prospectus of certain restrictions that may vary from time to time. Prospective investors and purchasers of Notes must inform themselves about all the relevant, applicable and up-to-date restrictions prior to investing in the Notes. Moreover the selling restrictions that are applicable to a Tranche of Notes may be modified in the relevant Final Terms if agreed by the relevant Issuer, the Guarantor (if applicable) and the relevant Dealer(s). Each Dealer has undertaken and each further Dealer appointed under the Programme will be required to undertake that it will, to the best of its knowledge, comply, in all cases at its own expense, with all applicable securities laws, regulations and directives in each country or jurisdiction in which it subscribes for, purchases, offers, sells or delivers Notes or has in its possession or distributes this Base Prospectus or any other such offering material and has agreed that it will only do so if it has been approved by the relevant Issuer and, if applicable, the Guarantor.

Where an issue of Notes is to be issued pursuant to a Drawdown Prospectus, references in these selling restrictions to "Base Prospectus" and "Final Terms" shall be construed to be references to the relevant Drawdown Prospectus where applicable.

IN THE EUROPEAN ECONOMIC AREA

This Base Prospectus has been approved by the Luxembourg *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), which is the Luxembourg competent authority for the purpose of the Prospectus Directive and relevant implementing measures in Luxembourg, as a base prospectus issued in compliance with the Prospectus Directive, the Luxembourg Law dated 10 July 2005 on prospectuses for securities, as amended from time to time (the "**Prospectus Act 2005**"), and any other relevant implementing legislation in Luxembourg for the purpose of giving information with regard to the issue of Notes under the Programme during the period of twelve months after the date of approval of this Base Prospectus. Consequently Notes issued under the Programme may be offered to the public in any Non-exempt Offer Jurisdiction, in accordance with the requirements of the Prospectus Directive.

The Issuers have requested the CSSF to provide to the relevant competent authority of The Netherlands, Belgium and France respectively with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive. The Issuers reserve the right to request the CSSF to provide the competent authority of any other host Member State, in the meaning of the Prospectus Directive, with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive, such notification being accompanied by relevant translation(s) of the summary of this Base Prospectus, if applicable.

Belgium

With regard to Notes having a maturity of less than 12 months and qualifying as money market instruments (and which therefore fall outside the scope of the Prospectus Directive), this Base Prospectus has not been submitted for approval to the Belgian FSMA and, accordingly, such Notes may not be distributed in Belgium by way of a public offering, as defined for the purposes of the law of 16 June 2006 on public offerings of investment instruments and the admission of investment instruments to trading on regulated markets, as last amended on 7 December 2017 and as amended or replaced from time to time.

France

In the period beginning on the date of notification of the approval of this Base Prospectus by the CSSF to the *Autorité des marchés financiers* (the "**AMF**") for the purposes of the Prospectus Directive, and ending at the latest on the date which is 12 months after the date of such approval, each Issuer and any Dealer of an issue of Notes may make an offer of Notes:

(i) to the public in France, as defined in Article L.411-1 of the French *Code monétaire et financier* and in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the provisions of the *Règlement général* of the AMF; and/or

(ii) in circumstances that do not constitute an offer to the public in France pursuant to Article L.411-2 of the French *Code monétaire et financier* and Article 211-2 of the *Règlement général* of the AMF.

Pursuant to Article L.411-2 of the French *Code monétaire et financier* and Article 211-2 of the *Règlement général* of the AMF, (in each case as may be amended from time to time), the circumstances in which an offer of Notes shall not constitute an offer to the public in France include, but are not limited to, an offer of Notes:

(i) addressed solely to qualified investors (*investisseurs qualifiés*), acting for their own account; and/or

(ii) addressed solely to a limited number of investors (*cercle restreint d'investisseurs*) acting for their own account; and/or

(iii) addressed solely to providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*); and/or

(iv) addressed to investors who acquire Notes for a total consideration of at least euro 100,000 (or its equivalent in another currency) per investor, for each separate offer; and/or

(v) whose notional amount, principal amount or equivalent amounts to at least euro 100,000 (or its equivalent in another currency); and/or

(vi) with a total consideration of less than euro 100,000 (or its equivalent in another currency), which limit shall be calculated over a period of 12 months.

Grand Duchy of Luxembourg

For selling restrictions in respect of the Grand Duchy of Luxembourg, see "*European Economic Area Public Offer Selling Restrictions*" below and in addition:

Notes with a maturity of less than 12 months qualifying as securities and which also qualify as money market instruments in accordance with and within the meaning of Article 4. 2. j) of the Prospectus Act 2005 may not be offered or sold to the public within the territory of the Grand Duchy of Luxembourg unless: (i) a simplified prospectus has been duly approved by the CSSF pursuant to part III of the Prospectus Act 2005; or (ii) the offer benefits from an exemption to or constitutes a transaction not subject to, the requirement to publish a simplified prospectus under part III of the Prospectus Act 2005.

Poland

No permit has been obtained from the Polish Financial Supervisory Authority ("**FSA**") in relation to the issue of Notes under the Programme nor has the issue of Notes been notified to the FSA in accordance with applicable procedures. Accordingly, Notes may not be publicly offered in the Republic of Poland (Poland) as defined in the Polish Act on Public Offerings, the Conditions Governing the Introduction of Financial Instruments to Organised Trading System and Public Companies dated 29 July 2005 (as amended) as a communication made in any form and by any means, directed at 150 or more people or at an unnamed addressee containing information on the relevant Notes and the terms of their acquisition sufficient to enable an investor to decide on the securities acquisition ("**Public Offering**"). Each Dealer has confirmed and each further Dealer appointed under the Programme will be required to confirm that it is aware that no such permit has been obtained nor such notification made and each Dealer has represented and each further Dealer appointed under the Programme will be required to represent that it has not offered, sold or delivered and will not offer, sell or deliver Notes in Poland by way of a Public Offering as part of their initial distribution or otherwise to residents of Poland or on the territory of Poland. Each Dealer has acknowledged and each further Dealer appointed under the Programme will be required to acknowledge that the acquisition and holding of Notes by residents of Poland may be subject to restrictions imposed by Polish law (including foreign exchange regulations) and that the offers and sales of Notes to Polish residents or within Poland in secondary trading may also be subject to restrictions.

The Netherlands

For selling restrictions in respect of The Netherlands, see "*European Economic Area Public Offer Selling Restrictions*" below and in addition (paragraph (a) relates to BNPPF only; paragraph (b) relates BP2F only and paragraph (c) relates to both BNPPF and BP2F):

(a) in respect of Notes issued by BNPPF:

Specific Dutch selling restriction for exempt offers: Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by a Pricing Supplement in relation thereto to the public in The Netherlands in reliance on Article 3(2) of the Prospectus Directive unless:

(i) such offer is made exclusively to persons or legal entities which are qualified investors (as defined in the Dutch Financial Supervision Act (*Wet op het financieel toezicht*, the "**FSA**"), as amended from time to time) in The Netherlands; or

(ii) standard exemption logo and wording are disclosed as required by article 5:20(5) of the FSA; or

(iii) such offer is otherwise made in circumstances in which article 5:20(5) of the FSA is not applicable,

provided that no such offer of Notes shall require any Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expressions (a) an "**offer of Notes to the public**" in relation to any Notes in The Netherlands; and (b) "**Prospectus Directive**", have the meaning given to them below in the paragraph headed with "*European Economic Area Public Offer Selling Restrictions* ".

(b) in respect of Notes issued by BP2F:

Qualified investors only: Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the applicable Final Terms and/or a Pricing Supplement (as applicable) in The Netherlands unless such offer is made exclusively to persons or legal entities which are qualified investors (as defined in the FSA, as amended from time to time) in The Netherlands.

(c) in respect of Notes issued by BNPPF and BP2F:

Regulatory capacity to offer Notes in The Netherlands: Each Dealer under the Programme, and each further Dealer appointed under the Programme, that did and does not have the requisite Dutch regulatory capacity to make offers or sales of financial instruments in The Netherlands has represented and agreed respectively will be required to represent and agree with the Issuers that it has not offered or sold and will not offer or sell any Notes of the relevant Issuer in The Netherlands, other than through one or more investment firms acting as principals and having the Dutch regulatory capacity to make such offers or sales.

Compliance with Dutch Savings Certificates Act: Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that Zero Coupon Notes (as defined below) in definitive form may only be transferred and accepted, directly or indirectly, within, from or into The Netherlands through the mediation of either the relevant Issuer or

a member firm of Euronext (Amsterdam) admitted in a function on one or more of the markets or systems operated by Euronext Amsterdam N.V., in full compliance with the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) of 21 May 1985 (as amended) and its implementing regulations. No such mediation is required: (i) in respect of the transfer and acceptance of rights representing an interest in a Zero Coupon Note in global form, or (ii) in respect of the initial issue of Zero Coupon Notes in definitive form to the first holders thereof, or (iii) in respect of the transfer and acceptance of Zero Coupon Notes in definitive form between individuals not acting in the conduct of a business or profession, or (iv) in respect of the transfer and acceptance of such Zero Coupon Notes within, from or into The Netherlands if all Zero Coupon Notes (either in definitive form or as rights representing an interest in a Zero Coupon Note in global form) of any particular Series or Tranche of Notes are issued outside The Netherlands and are not distributed into The Netherlands in the course of initial distribution or immediately thereafter. As used herein "**Zero Coupon Notes**" are Notes that are in bearer form and that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever.

United Kingdom

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

(a) *No deposit-taking:* in relation to any Notes having a maturity of less than one year:

(i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and

(ii) it has not offered or sold and will not offer or sell any Notes other than to persons:

(A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or

(B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;

(b) *Financial promotion:* it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor; and

(c) *General compliance:* it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

European Economic Area Public Offer Selling Restrictions

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms (or Pricing Supplement, as the case may be) in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms (or

Pricing Supplement, as the case may be) in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

(a) the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or

(ii) a customer within the meaning of Directive 2002/92/EC (as amended, the "Insurance Mediation Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "Prospectus Directive"); and

(b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

If the Final Terms (or Pricing Supplement, as the case may be) in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the EEA which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto (or are the subject of the offering contemplated by a Drawdown Prospectus as the case may be) to the public in that Relevant Member State, except that it may with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

(a) *Approved prospectus:* if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, **provided that** any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

(b) *Qualified investors*: at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(c) *Fewer than 150 offerees*: at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(d) *Other exempt offers*: at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive.

provided that no such offer of Notes referred to in (b) to (d) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression "**an offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

OUTSIDE THE EUROPEAN ECONOMIC AREA

Australia

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia ("**Corporations Act**")) in relation to the Programme or any Notes has been, or will be, lodged with, or registered by, the Australian Securities and Investments Commission ("**ASIC**") or any other regulatory authority in Australia. Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it:

(a) has not (directly or indirectly) offered, and will not offer for issue or sale and has not invited, and will not invite, applications for issue, or offers to purchase, Notes in, to or from Australia (including an offer or invitation which is received by a person in Australia); and

(b) has not distributed or published, and will not distribute or publish, any information memorandum, prospectus, advertisement or any other offering material relating to the Programme or Notes in Australia;

unless:

(i) the aggregate consideration payable by each offeree or invitee is at least AUD500,000 (or its equivalent in an alternative currency and, in either case disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act and complies with the terms of any authority granted under the Banking Act of 1959 of Australia,

(ii) the offer or invitation is not made to a person who is a "retail client" within the meaning of section 761G of the Corporations Act;

(iii) such action complies with all applicable laws, regulations and directives; and

(iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

Brazil

The Notes may not be issued, placed, distributed, offered or sold to the public in Brazil. The issuance of the Notes has not been nor will be registered with the Brazilian Securities Commission (*Comissão de Valores Mobiliários*) ("CVM"). Any public offering or distribution, as defined under Brazilian laws and regulations, of the Notes in Brazil is not legal without prior registration under Law No. 6,385, of 7 December 1976, as amended, and Instruction No. 400, issued by the CVM on 29 December 2003, as amended or issued in accordance with Instruction No. 476, issued by the CVM on 16 January 2009, as amended. Documents relating to the Notes and the Programme, as well as the information contained therein, may not be supplied to the public in Brazil, as the offering of Notes is not a public offering of securities in Brazil, nor used in connection with any offer for subscription or sale of securities to the public in Brazil. A seller of the Notes in Brazil may be asked by the purchaser to comply with procedural requirements to evidence previous title to the Notes and may be subject to Brazilian tax on capital gains which may be withheld from the sale price. Persons wishing

to offer or acquire the Notes within Brazil should consult with their own counsel as to the applicability of these registration requirements or any exemption therefrom.

Hong Kong

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") other than (i) to "professional investors" as defined in the SFO and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Japan

Notes issued under the Programme have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, the "**FIEA**") and, accordingly, each Dealer has undertaken that it will not offer or sell any Notes directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person except under circumstances which will result in compliance with the FIEA and other relevant laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, "**Japanese Person**" shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Mexico

The Notes and the Guarantees have not and will not be registered in the National Registry of Securities *(Registro Nacional de Valores)* maintained by the National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores* or "CNBV"*)* pursuant to the Securities Market Law (*Ley del Mercado de Valores)*. The Notes and the Guarantees will only be offered and sold in Mexico to Institutional Investors (*Inversionistas Institucionales)* and Qualified Investors *(Inversionistas Calificados)*. Terms used in this paragraph have the meaning ascribed in the Securities Market Law (*Ley del Mercado de Valores)*. The Securities Market Law and the regulations issued by the CNBV define Institutional Investors as Mexican and foreign banks, broker dealers, insurance and bond companies, bonded warehouses, financial leasing companies, factoring companies and investment funds, private pension and annuities funds and foreign pension and investment funds. Such regulations define Qualified Investors as individuals and corporations which maintain during the previous year investments in securities for an amount equal or similar to 1.5 million *Unidades de Inversión* (inflation indexed units*;* approximately US$450,000 dollars) or that have obtained during the previous two years a gross income of at least 500,000 *Unidades de Inversión* (approximately US$160,000) per year.

New Zealand

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that: (1) it has not offered, sold or delivered and will not directly or indirectly offer, sell, or deliver any Note; and (2) it will not distribute any offering circular or advertisement in relation to any offer of Notes, in New Zealand other than:

(a) to "**wholesale investors**" as that term is defined in clauses 3(2)(a), (c) and (d) of Schedule 1 to the Financial Markets Conduct Act 2013 of New Zealand ("**FMC Act**"), being a person who is:

(i) an "**investment business**";

(ii) "**large**"; or

(iii) a "**government agency**",

in each case as defined in Schedule 1 to the FMC Act; and

(b) in other circumstances where there is no contravention of the FMC Act, provided that (without limiting paragraph (1) above) Notes may not be offered or transferred to any "**eligible investors**" (as defined in the FMC Act) or any person that meets the investment activity criteria specified in clause 38 of Schedule 1 to the FMC Act.

Switzerland

Notes issued under the Programme do not constitute participations in a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes of 23 June 2006 ("CISA"). Therefore, Notes are not subject to the approval of, or supervision by, the Swiss Financial Market Supervisory Authority ("FINMA"), and investors in Notes will not benefit from protection under the CISA or supervision by FINMA.

Neither this Base Prospectus nor any other offering or marketing material relating to Notes issued under the Programme constitutes a prospectus within the meaning of (i) Articles 652a or 1156 of the Swiss Federal Code of Obligations or (ii) Article 21 of the Additional Rules for the Listing of Derivatives of SIX Swiss Exchange or a Simplified Prospectus (as defined below). Any Notes constituting structured products within the meaning of Article 5 CISA ("**Structured Products**") may be distributed (such term including any offering and advertising) in or from Switzerland to non-qualified investors within the meaning of the CISA ("**Non-Qualified Investors**") only in accordance with the provisions of the CISA and its implementing regulations

In particular, Structured Products which are not listed on SIX Swiss Exchange ("**Unlisted Structured Products**") may only be distributed in or from Switzerland to Non-Qualified Investors if:

(i) they are issued, guaranteed or secured in an equivalent manner by (a) a Swiss bank, insurance company or securities dealer or (b) a foreign institution which is subject to equivalent standards of supervision and has a branch in Switzerland; and

(ii) a simplified prospectus complying with Article 5 CISA, its implementing regulations and the SwissBanking Guidelines on Informing Investors about Structured Products (as amended from time to time) (a "**Simplified Prospectus**") is available. A provisional version of such Simplified Prospectus including indicative information must be made available free of charge to any interested person prior to subscribing the Notes or prior to concluding an agreement to subscribe the Notes. The definitive version must be made available free of charge to any interested person on issue or on concluding an agreement to subscribe the Notes.

The relevant Issuer will set forth all information which may be required to be disclosed in a Simplified Prospectus in a separate document referred to as "Pricing Supplement" and/or Simplified Prospectus for Unlisted Structured Products distributed to Non-Qualified Investors and reserves the right to do so for any other Notes constituting Structured Products.

Notes constituting Structured Products which are not intended to be distributed to Non-Qualified Investors in or from Switzerland may only be distributed, and this Base Prospectus, any Final Terms or Pricing Supplement, fact sheets or any other marketing material relating to such Notes may only be made available to qualified investors according to Article 10 paras. 3 to 4 CISA ("**Qualified Investors**") in or from Switzerland by way of private placement which is exclusively addressed to and available for such Qualified Investors. Additional selling restrictions may be included in the Final Terms.

In the case of Exempt Notes only, additional selling restrictions, if any, applicable in Switzerland will be included in the Pricing Supplements of the relevant Notes.

Turkey

The Notes (or beneficial interests therein) shall not be sold in Turkey in any circumstances which would constitute a sale or a public offering within the meaning of the Capital Markets Law (Law No. 6362) without the approval of the Capital Markets Board of Turkey ("**CMB**"). No transaction that may be deemed as a sale of the Notes (or beneficial interests therein) in Turkey including sales by way of (i) private placement, (ii) sale to the qualified buyers (as defined below) or (iii) a public offering, may be engaged in without the approval of the CMB. Additionally, no prospectus or other offering material related to the offering may be utilised in connection with any general offering to the public within Turkey for the purpose of the offer or sale of the Notes without the prior approval of the CMB. However, pursuant to Article 15(d) (ii) of the Government Decree 32 on the Protection of the Value of the Turkish Currency, as amended ("**Decree 32**"), there is no restriction on the purchase or sale of the Notes (or beneficial interests therein) in secondary markets by residents of Turkey; provided that they purchase or sell such Notes (or beneficial interests) in the financial markets outside of Turkey and such sale and purchase is made through banks and/or licensed brokerage institutions authorised pursuant to the CMB regulations and the consideration of the purchase of such Notes has been or will be transferred through banks operating in Turkey.

"Qualified Buyers" is defined as professional customers, including persons deemed as professional customers on demand; who are defined under the Capital Markets Board's Communiqué regarding the Principles on Establishment and Operations of Investment Institutions No III-39.1 ("**Investment Institutions Communiqué**"). The Investment Institutions Communiqué defines "professional customers" as any one of (i) intermediary institutions, banks, portfolio management companies, collective investment institutions, pension investment funds, insurance companies, mortgage finance institutions, asset management companies or the equivalent of those established outside of Turkey; (ii) pension and provident funds and the funds established pursuant to Provisional Article 19 of the Social Insurance Law No. 506 and dated 17 July 1964; (iii) state institutions and organizations, Central Bank of Turkey and international institutions, such as the World Bank and International Monetary Fund; (iv) other institutions that may be considered by the Capital Markets Board similar to the abovementioned institutions; (v) institutions satisfying at least two of the following conditions; in terms of (a) total assets exceeding TL 50 million, (b) annual net income exceeding TL 90 million or (c) equity exceeding TL 5 million; and (vi) persons deemed as professional customers on demand in accordance with Article 32 of the Investment Institutions Communiqué. In respect of item (vi) above, in order for such persons to be deemed as "Qualified Buyers", the cash deposit and all financial assets including the capital markets instruments owned by such persons should exceed TL 1 million.

United States of America

The Notes and Guarantees have not been and will not be registered under the U.S. Securities Act of 1933 as amended (the "**Securities Act**") and include Notes in bearer form that are subject to U.S. tax law requirements. The Notes and Guarantees will only be offered and sold to persons other than U.S. persons in offshore

transactions in reliance on Regulation S under the Securities Act. Terms used in this paragraph have the meaning ascribed in Regulation S under the Securities Act.

Each Dealer has agreed that it will not offer, sell or deliver the Notes of any Tranche, (a) as part of their distribution at any time or (b) otherwise until 40 days after completion of the distribution of such Tranche as determined, and certified to the Issuer, or the Fiscal Agent or, in the case of X/N Notes, the Domiciliary Agent, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each distributor, or person receiving a selling concession fee or remuneration in respect of the Notes sold to which it sells Notes a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Until 40 days after the commencement of the offering, an offer or sale of Notes from that offering within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Notes in bearer form that are debt for U.S. federal income tax purposes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to United States persons, except in certain circumstances permitted by U.S. Treasury regulations. The applicable Final Terms will specify whether the provisions of U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(C) (or any successor United States Treasury regulation section, including without limitation, successor regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) ("**TEFRA C**"), the provisions of U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D) (or any successor United States Treasury regulation section, including without limitation, successor regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) ("**TEFRA D**"), or neither the provisions of TEFRA C nor TEFRA D ("**TEFRA not applicable**") will apply to the issue of Notes. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and the U.S. Treasury regulations promulgated thereunder.

Transfer Restrictions

Each purchaser of Notes and each subsequent purchaser of such Notes in resales or other transferee of such Notes prior to the expiration of the 40 day distribution compliance period will be deemed to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Regulation S are used herein as defined therein):

(a) that it is (a) outside the United States, (b) not a U.S. person and (c) not an affiliate of the Issuer or a person acting on behalf of such affiliate;

(b) it understands that the Notes are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Notes have not been and will not be registered under the Securities Act or any other applicable U.S. securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;

(c) that if it should resell or otherwise transfer the Notes prior to the expiration of the distribution compliance period (defined as 40 days after the completion of the distribution of the Notes, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager), it will do so only outside the United States in compliance with Rule 903 or 904 of Regulation S under the Securities Act and in accordance with all applicable U.S. state and federal securities laws;

(d) it acknowledges that the temporary Global Notes, bearer Notes in definitive form and registered Notes in definitive form will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER

APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND PURSUANT TO AN EXEMPTION FROM THE REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER COMPLETION of THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART"; AND

(e) it understands that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Notes as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

TAXATION

This section gives out an overview of certain tax considerations relating to Notes.

TAXATION

The following section applies to both Exempt Notes and Non-exempt Notes.

TRANSACTIONS INVOLVING THE NOTES MAY HAVE TAX CONSEQUENCES FOR PROSPECTIVE INVESTORS WHICH MAY DEPEND, AMONGST OTHER THINGS, UPON THE STATUS OF THE PROSPECTIVE INVESTOR AND LAWS RELATING TO TRANSFER AND REGISTRATION TAXES, PROSPECTIVE INVESTORS WHO ARE IN ANY DOUBT ABOUT THE TAX POSITION OF ANY ASPECT OF TRANSACTIONS INVOLVING NOTES SHOULD CONSULT THEIR OWN TAX ADVISERS.

The following is a general description of certain Belgian, Luxembourg, Netherlands, French, Swiss and United States tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes. Prospective purchasers of Notes should consult their tax advisers as to the consequences under the tax laws of the country of which they are resident for tax purposes and the tax laws of Belgium, Luxembourg and/or The Netherlands of acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date (or even before with retroactive effect). The information contained within this section is limited to taxation issues, and prospective investors should not apply any information set out below to other areas, including but not limited to, the legality of transactions involving the Notes.

Taxation in Belgium

The following summary describes the principal Belgian tax considerations with respect to the holding and selling of Notes. This information is of a general nature and does not purport to be a comprehensive description of all Belgian tax considerations that may be relevant to a decision to acquire, to hold or to dispose of the Notes. In some cases, different rules can be applicable.

This summary is based on Belgian tax legislation, treaties, rules, and administrative interpretations and similar documentation, in force as of the date of the publication of this Base Prospectus, without prejudice to any amendments introduced at a later date, even if implemented with retroactive effect.

For Belgian tax purposes, if interest is in a foreign currency, it is converted into Euro on the date of payment or attribution.

Each prospective holder of Notes should consult a professional adviser with respect to the tax consequences of an investment in the Notes, taking into account the influence of each regional, local or national law.

The tax treatment in Belgium of the Notes will differ depending on whether the issuer of the Notes is BNPPF or BP2F. Notes issued by BNPPF will hereafter be referred to as "**Belgian Notes**" while Notes issued by BP2F will be referred to as "**Foreign Notes**".

Belgian Notes may be cleared through the X/N System. The withholding tax treatment in respect of Notes cleared through the X/N System is different from that of other Notes and is set out below under the heading "*Tax treatment applicable to Belgian Notes held in the X/N System*".

Moreover, the tax treatment in respect of Notes not held in the X/N System depends on whether the Notes qualify as Structured Notes, as defined below.

(a) Tax treatment of Foreign Notes and Belgian Notes that are not held in the X/N System

(i) Structured Notes

On 25 January 2013, the Belgian tax authorities issued a circular letter on the Belgian tax treatment of income from structured securities characterised by an uncertain return on investment due to the variation of the coupons or the repayment terms at maturity, such as securities whose return is linked to the evolution of underlying products. According to the circular letter, the transfer of structured securities to a third party (other than the issuer) results in taxation as interest income of the "*pro rata* interest", calculated on an unclear formulae. In addition, any amount paid in excess of the initial issue price upon redemption or repayment of the structured securities is considered as interest for Belgian tax purposes. It is highly debatable whether the circular letter is in line with Belgian tax legislation. Furthermore, it is unclear whether the Belgian tax authorities will seek to apply the principles set out in the circular letter to the structured Notes (hereafter referred to as the "**Belgian Structured Notes**" and the "**Foreign Structured Notes**", together the "**Structured Notes**").

It is assumed that any gains realised upon redemption or repayment of the Structured Notes by the Issuer will indeed be viewed as interest by the Belgian tax authorities (and any such gains are therefore referred to as "interest" for the purposes of the following paragraphs), but that the effective taxation of the "*pro rata* interest" in case of sale to a third party (i.e. other than the Issuer) would not be possible, on the basis that it is currently impossible to determine the amount of the "*pro rata* interest".

Repayment or redemption by the Issuer

Belgian resident individuals

Belgian resident individuals, i.e. individuals who are subject to Belgian personal income tax ("*Personenbelasting/Impôt des personnes physiques*"), who are holding the Structured Notes as a private investment are subject to the following tax treatment with respect to the Structured Notes in Belgium. Other rules may be applicable in special situations, in particular when Belgian resident individuals acquire the Structured Notes for professional purposes or when their transactions with respect to the Structured Notes fall outside the scope of the normal management of their own private estate.

Interest payments on Belgian Structured Notes will be subject to a 30 per cent. withholding tax in Belgium. Similarly, interest payments on Foreign Structured Notes made through a paying agent in Belgium will in principle be subject to a 30 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non Belgian withholding taxes). The Belgian withholding tax constitutes the final income tax for Belgian resident individuals. This means that they do not have to declare the interest obtained on the Structured Notes in their personal income tax return, provided Belgian withholding tax was levied on these interest payments.

Nevertheless, Belgian resident individuals may elect to declare interest on the Structured Notes in their personal income tax return. Also, if interest is paid outside Belgium without the intervention of a Belgian paying agent, the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return. Interest income which is declared this way will in principle be taxed at a flat rate of 30 per cent. (or at the relevant progressive personal income tax rate(s), taking into account the taxpayer's other declared income, whichever is more beneficial) and no local surcharges will be due. The Belgian withholding tax levied may be credited against the income tax liability.

Belgian resident companies

Belgian resident companies, i.e. companies that are subject to Belgian corporate income tax ("*Vennootschapsbelasting/Impôt des sociétés*"), are subject to the following tax treatment with respect

to the Structured Notes in Belgium. Different rules apply to companies subject to a special tax regime, such as investment companies within the meaning of article 185bis of the Belgian Income Tax Code 1992.

Interest received by Belgian resident companies on the Structured Notes will be subject to Belgian corporate income tax at the applicable corporate income tax rates (the ordinary corporate income tax rate is in principle 29.58 per cent., as of assessment year 2019 linked to a taxable period starting at the earliest on 1 January 2018 but lower rates apply to small income companies under certain conditions). If the income has been subject to a foreign withholding tax, a foreign tax credit will be applied on the Belgian tax due. For interest income, the foreign tax credit is generally equal to a fraction where the numerator is equal to the foreign tax and the denominator is equal to 100 minus the rate of the foreign tax, up to a maximum of 15/85 of the net amount received (subject to some further limitations). Capital losses are in principle tax deductible.

Interest payments on the Belgian Structured Notes will be subject to a 30 per cent. withholding tax in Belgium. Similarly, interest payments on the Foreign Structured Notes made through a paying agent in Belgium are in principle be subject to a 30 per cent. withholding tax, but can under certain circumstances be exempt from Belgian withholding tax, **provided that** certain formalities are complied with. For zero or capitalisation bonds, an exemption can only apply if the Belgian company and the Issuer are associated companies within the meaning of article 105, 6°, b) of the Royal Decree of 27 August 1993 implementing the Belgian Income Tax Code of 1992. The withholding tax that has been levied is creditable in accordance with the applicable legal provisions.

Other Belgian resident legal entities

Belgian resident legal entities, i.e. legal entities that are subject to Belgian tax on legal entities ("*Rechtspersonenbelasting/impôt des personnes morales*"), are subject to the following tax treatment with respect to the Structured Notes in Belgium.

Interest payments on Belgian Structured Notes will be subject to a 30 per cent. withholding tax in Belgium. Similarly, interest payments on Foreign Structured Notes made through a paying agent in Belgium will in principle be subject to a 30 per cent. withholding tax in Belgium. If Belgian withholding tax was levied, no further tax on legal entities will be due on the interest.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent and without the deduction of Belgian withholding tax, the Belgian resident legal entity itself is responsible for the deduction and payment of the 30 per cent. withholding tax.

Belgian non-residents

Interest income on Belgian Structured Notes paid to non-residents of Belgium and interest income on Foreign Structured Notes paid to non-residents of Belgium through a professional intermediary in Belgium will, in principle, be subject to a 30 per cent. withholding tax. Lower rates may apply if the holder of the Structured Notes is resident in a country with which Belgium has concluded a double taxation agreement and delivers the requested affidavit. In addition, non-resident corporate investors who have allocated the Foreign Structured Notes to the exercise of a professional activity in Belgium through a Belgian establishment may benefit from a withholding tax exemption, **provided that** certain formalities are complied with. If interest on Foreign Structured Notes is not collected through a financial institution or other intermediary established in Belgium, no Belgian withholding tax is due.

Non-resident individuals who do not use the Structured Notes for professional purposes and who have their fiscal residence in a country with which Belgium has not concluded a tax treaty or with which Belgium has concluded a tax treaty that confers the authority to tax interest on the Notes to Belgium, will be subject to tax in Belgium if the interest is obtained or received in Belgium.

Non-resident investors who have allocated the Structured Notes to the exercise of a professional activity in Belgium through a permanent establishment are subject to the same income tax treatment as Belgian resident companies or Belgian resident individuals holding the Notes for professional purposes (see above).

Sale to a third party

No Belgian withholding tax should apply with respect to the Structured Notes.

Belgian resident individuals

Individuals that are Belgian residents for tax purposes, i.e. who are subject to Belgian personal income tax ("*Personenbelasting/Impôt des personnes physiques*"), are currently not liable to Belgian income tax on the capital gains (if any) realised upon disposal of the Structured Notes to a third party, **provided that** the Structured Notes have not been used for their professional activity and that the capital gain is realised within the framework of the normal management of their private estate. Capital losses realised upon disposal of the Structured Notes held as a non-professional investment are in principle not tax deductible.

However, Belgian resident individuals may be subject to a 33 per cent. Belgian income tax (plus local surcharges) if the capital gains on the Structured Notes are deemed to be speculative or outside the scope of the normal management of the individuals' private estate. Capital losses arising from such transactions are not tax deductible.

Capital gains realised upon transfer of Structured Notes held for professional purposes are taxable at the ordinary progressive income tax rates (plus local surcharges), except for Structured Notes held for more than five years, which are taxable at a separate rate of 16.5 per cent. (plus local surcharges). Capital losses on the Structured Notes incurred by Belgian resident individuals holding the Structured Notes for professional purposes are in principle tax deductible.

Belgian resident companies

Companies that are Belgian residents for tax purposes, i.e. that are subject to Belgian corporate income tax ("*Vennootschapsbelasting/Impôt des sociétés*"), are liable to Belgian corporate income tax on the capital gains (if any) realised upon disposal of the Structured Notes to a third party, irrespective of whether such Structured Notes relate to shares or other assets or indices. The current standard corporate income tax rate in Belgium is in principle 29.58 per cent. as of assessment year 2019 linked to a taxable period starting at the earliest on 1 January 2018. Capital losses realised upon disposal of the Structured Notes are in principle tax deductible. Different rules apply to companies subject to a special tax regime, such as investment companies within the meaning of article 185bis of the Belgian Income Tax Code 1992.

Other Belgian resident legal entities

Non-corporate legal entities that are Belgian residents for tax purposes, i.e. that are subject to Belgian income tax on legal entities ("*Rechtspersonenbelasting/impôt des personnes morales*"), are currently not liable to Belgian income tax on capital gains (if any) realised upon disposal of the Structured Notes to a third party.

Capital losses realised upon disposal of the Structured Notes are in principle not tax deductible.

Belgian non-residents

Non-resident individuals who do not use the Structured Notes for professional purposes and who have their fiscal residence in a country with which Belgium has not concluded a tax treaty or with which

Belgium has concluded a tax treaty that confers the authority to tax capital gains on the Notes to Belgium, will be subject to tax in Belgium if the capital gains are obtained or received in Belgium and are deemed to be realised outside the scope of the normal management of the individual's private estate. Capital losses are generally not deductible.

Non-resident investors who have allocated the Structured Notes to the exercise of a professional activity in Belgium through a permanent establishment are subject to the same income tax treatment as Belgian resident companies or Belgian resident individuals holding the Notes for professional purposes (see above).

(ii) Other Notes

The following summary describes the principal Belgian tax considerations with respect to Notes other than Structured Notes and that are not held in the X/N System.

For Belgian tax purposes, periodic interest income and amounts paid by the relevant Issuer in excess of the issue price (whether or not on the maturity date) are qualified and taxable as "interest". In addition, if the Notes qualify as fixed income securities within the meaning of article 2, §1, 8° of the Belgian Income Tax Code of 1992, in case of a realisation of the Notes to a third party between two interest payment dates, an income equal to the *pro rata* of accrued interest corresponding to the holding period is also taxable as interest.

Belgian resident individuals

Belgian resident individuals, i.e. individuals who are subject to Belgian personal income tax ("*Personenbelasting/Impôt des personnes physiques*"), and who hold the Notes as a private investment, are in Belgium subject to the following tax treatment with respect to the Notes. Other tax rules apply to Belgian resident individuals who do not hold the Notes as a private investment.

Interest payments on Belgian Notes will be subject to a 30 per cent. withholding tax in Belgium. Similarly, interest payments on Foreign Notes made through a paying agent in Belgium will in principle be subject to a 30 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). The Belgian withholding tax constitutes the final income tax for Belgian resident individuals. This means that they do not have to declare the interest obtained on the Notes in their personal income tax return, provided Belgian withholding tax was levied on these interest payments. However, they may elect to declare interest in their personal income tax return.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent, the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return and will be taxed at a flat rate of 30 per cent.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gains are realised outside the scope of the normal management of one's private estate or unless the capital gains qualify as interest (as defined above). Capital losses are in principle not tax deductible.

Other tax rules apply to Belgian resident individuals who do not hold the Notes as a private investment.

Belgian resident companies

Belgian resident companies, i.e. companies that are subject to Belgian corporate income tax ("*Vennootschapsbelasting/Impôt des sociétés*"), are in Belgium subject to the following tax treatment with respect to the Notes. Different rules apply to companies subject to a special tax regime, such as investment companies within the meaning of article 185bis of the Belgian Income Tax Code 1992.

Interest derived by Belgian resident companies on the Notes and capital gains realised on the Notes will be subject to Belgian corporate income tax at the applicable corporate income tax rates (the ordinary corporate income tax rate is in principle 29.58 per cent., as of assessment year 2019 linked to a taxable period starting at the earliest on 1 January 2018 but lower rates apply to small income companies under certain conditions). If the income has been subject to a foreign withholding tax, a foreign tax credit will be applied on the Belgian tax due. For interest income, the foreign tax credit is generally equal to a fraction where the numerator is equal to the foreign tax and the denominator is equal to 100 minus the rate of the foreign tax, up to a maximum of 15/85 of the net amount received (subject to some further limitations). Capital losses are in principle tax deductible.

Interest payments on the Belgian Notes will be subject to a 30 per cent. withholding tax in Belgium. Similarly, interest payments on the Notes made through a paying agent in Belgium are in principle be subject to a 30 per cent. withholding tax, but can under certain circumstances be exempt from Belgian withholding tax, **provided that** certain formalities are complied with. For zero or capitalisation bonds, an exemption can only apply if the Belgian company and the Issuer are associated companies within the meaning of article 105, 6°, b) of the Royal Decree of 27 August 1993 implementing the Belgian Income Tax Code of 1992. The withholding tax that has been levied is creditable in accordance with the applicable legal provisions.

Other Belgian resident legal entities

Belgian non-profit legal entities, i.e. legal entities that are subject to Belgian income tax on legal entities ("*Rechtspersonenbelasting/impôt des personnes morales*"), are subject to the following tax treatment with respect to the Notes in Belgium.

Interest payments on Belgian Notes will be subject to a 30 per cent. withholding tax in Belgium. Similarly, interest payments on Foreign Notes made through a paying agent in Belgium will in principle be subject to a 30 per cent. withholding tax in Belgium. If Belgian withholding tax was levied, no further Belgian income tax on legal entities will be due on the interest.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent and without the deduction of Belgian withholding tax, the Belgian resident legal entity itself is responsible for the deduction and payment of the 30 per cent. withholding tax.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gain qualifies as interest (as defined above). Capital losses are in principle not tax deductible.

Belgian non-residents

Interest income on Belgian Notes paid to non-residents of Belgium and interest income on Foreign Notes paid to non-residents of Belgium through a professional intermediary in Belgium will, in principle, be subject to a 30 per cent. withholding tax. Lower rates may apply if the holder of the Notes is resident in a country with which Belgium has concluded a double taxation agreement and delivers the requested affidavit. In addition, non-resident corporate investors who have allocated Foreign Notes to the exercise of a professional activity in Belgium through a Belgian establishment may benefit from a withholding tax exemption, **provided that** certain formalities are complied with. If interest on Foreign Notes is not collected through a financial institution or other intermediary established in Belgium, no Belgian withholding tax is due.

Non-resident individuals who do not use the Notes for professional purposes and who have their fiscal residence in a country with which Belgium has not concluded a tax treaty or with which Belgium has concluded a tax treaty that confers the authority to tax interest on the Notes to Belgium, will be subject to tax in Belgium if interest is obtained or received in Belgium.

Non-resident individuals who do not use the Notes for professional purposes and who have their fiscal residence in a country with which Belgium has not concluded a tax treaty or with which Belgium has concluded a tax treaty that confers the authority to tax capital gains on the Notes to Belgium, will be subject to tax in Belgium if the capital gains are obtained or received in Belgium and are deemed to be realised outside the scope of the normal management of the individual's private estate. Capital losses are generally not deductible.

Non-resident investors who have allocated the Notes to the exercise of a professional activity in Belgium through a permanent establishment are subject to the same income tax treatment as Belgian resident companies or Belgian resident individuals holding the Notes for professional purposes (see above).

(b) Tax treatment applicable to Belgian Notes held in the X/N System

Withholding tax

The holding of the Notes in the NBB clearing and settlement system permits most types of investors (the "**Eligible Investors**", see below) to collect interest on their Notes free of withholding tax, and to trade their Notes on a gross basis.

Participants in the NBB system must keep the Notes they hold for the account of Eligible Investors on so called "**X accounts**", and those they hold for the account of non-Eligible Investors on "**N accounts**". Payments of interest made through X accounts are free of withholding tax; payments of interest made through N accounts are subject to a withholding tax of 30 per cent., which the NBB deducts from the payment and pays over to the tax authorities. In the case of Notes issued at a discount, the difference between the issue price and the principal amount constitutes interest for these purposes.

Transfers of Notes between an X account and an N account give rise to certain adjustment payments on account of withholding tax:

- A transfer from an N account (to an X account or a N account) gives rise to the payment by the transferor non-Eligible Investor to the NBB of withholding tax on the accrued fraction of interest calculated from the last interest payment date up to the transfer date. The withholding tax is due in euro, and is calculated based on the rate of exchange published two business days earlier by the NBB.

- A transfer from an X account (or an N Account) to an N account gives rise to the refund by the NBB to the transferee non-Eligible Investor of withholding tax on the accrued fraction of interest calculated from the last interest payment date up to the transfer date. The refund is payable in euro, and is calculated based on the rate of exchange published two business days earlier by the NBB.

- Transfers of Notes between two X accounts do not give rise to any adjustment on account of withholding tax.

These adjustment mechanics are such that parties trading the Notes on the secondary market, irrespective of whether they are Eligible or non-Eligible Investors, are in a position to quote prices on a gross basis.

The main categories of Eligible Investors are as follows:

- Belgian resident corporate investors;

- corporate investors who are non-residents of Belgium, whether they have a permanent establishment in Belgium or not;

- individuals who are non-residents of Belgium, unless their holding of the Notes is connected to a permanent establishment they have in Belgium; and

- investment funds governed by foreign law that are an indivisible estate managed by a management company for the account of the participants (such as *fonds de placement/beleggingsfondsen*) and whose units are not publicly offered or marketed in Belgium.

The main categories of non-Eligible Investors are:

- Belgian resident individuals; and

- most Belgian non profit organisations.

(The above categories summarise the detailed definitions contained in Article 4 of the Belgian royal decree of 26 May 1994 on the deduction of withholding tax ("*Arrêté Royal du 26 mai 1994 relatif à la perception et à la bonification du précompte mobilier/Koninklijk Besluit van 26 mei 1994 over de inhouding en de vergoeding van de roerende voorheffing*"), to which investors should refer for a precise description of the relevant eligibility rules.)

When opening a securities account for the holding of Notes or other securities kept in the X/N System, investors are required to provide the financial institution where this account is kept with a statement as to their tax status. This statement need not be periodically reissued, save that investors need to inform the financial institution of any changes to the information contained in it. No such statement is required of investors who are non-residents of Belgium and keep their Notes on a securities account through Euroclear, Clearstream, Luxembourg, SIX SIS, Switzerland, Monte Titoli, Italy and Euroclear, France.

Belgian resident individuals

For Belgian resident individuals, i.e., natural persons who are subject to Belgian personal income tax ("*Personenbelasting/Impôt des personnes physiques*") and who hold the Notes as a private investment, payment of the 30 per cent. withholding tax fully discharges them from their personal income tax liability with respect to these interest payments. This means that they do not have to declare interest in respect of the Notes in their personal income tax return, **provided that** Belgian withholding tax has effectively been levied on the interest.

Nevertheless Belgian resident individuals may elect to declare interest in respect of the Notes in their personal income tax return. Interest income which is declared in this way will in principle be taxed at a flat rate of 30 per cent. (or at the relevant progressive personal income tax rate(s) taking into account the taxpayer's other declared income, whichever is more beneficial). The Belgian withholding tax levied may be credited.

Capital gains realised on the sale of the Notes are in principle tax exempt, except to the extent the capital gains are realised outside the scope of the management of one's private estate or except to the extent they qualify as interest (as described in "*Other Notes*" above). Capital losses are in principle not tax deductible.

Other tax rules apply to Belgian resident individuals who do not hold the Notes as a private investment.

Belgian resident companies

Interest attributed or paid to companies that are Belgian residents for tax purposes, i.e. which are subject to Belgian corporate income tax ("*Vennootschapsbelasting/Impôt des sociétés*"), as well as capital gains realised upon the disposal of Notes are taxable at the ordinary corporate income tax rate

of in principle 29.58 per cent. as of assessment year 2019 linked to a taxable period starting at the earliest on 1 January 2018 (or the relevant progressive corporate income tax rate(s) in the case of certain corporations with limited profits). Capital losses realised upon the disposal of the Notes are in principle tax deductible.

Different rules apply to companies subject to a special tax regime, such as investment companies within the meaning of article 185bis of the Belgian Income Tax Code 1992.

Belgian resident legal entities

For Belgian legal entities subject to Belgian legal entities tax ("*Rechtspersonenbelasting/impôt des personnes morales*") and which have been subject to the 30 per cent. withholding tax on interest payments, such withholding tax constitutes the final taxation.

Belgian legal entities which have received interest income on the Notes without deduction for or on account of Belgian withholding tax are required to declare and pay the 30 per cent. withholding tax to the Belgian tax authorities themselves.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gains qualify as interest (as described in "*Other Notes*" above). Capital losses are in principle not tax deductible.

Belgian non-residents

Noteholders who are not residents of Belgium for Belgian tax purposes and who are not holding the Notes through a permanent establishment in Belgium will not become liable for any Belgian tax on income or capital gains by reason only of the acquisition or disposal of the Notes, **provided that** they qualify as Eligible Investors and that they hold their Notes in an X account.

If the Notes are not entered into an X account by the Eligible Investor, withholding tax on the interest is in principle applicable at the rate of currently 30 per cent., possibly reduced pursuant to a double taxation agreement. In addition, non-resident corporate investors who have allocated Foreign Notes to the exercise of a professional activity in Belgium through a Belgian establishment may benefit from a withholding tax exemption, **provided that** certain formalities are complied with.

Non-resident individuals who do not use the Notes for professional purposes and who have their fiscal residence in a country with which Belgium has not concluded a tax treaty or with which Belgium has concluded a tax treaty that confers the authority to tax interest on the Notes to Belgium, will be subject to income tax in Belgium if the interest is obtained or received in Belgium.

Non-resident individuals who do not use the Notes for professional purposes and who have their fiscal residence in a country with which Belgium has not concluded a tax treaty or with which Belgium has concluded a tax treaty that confers the authority to tax capital gains on the Notes to Belgium, will be subject to tax in Belgium if the capital gains are obtained or received in Belgium and are deemed to be realised outside the scope of the normal management of the individual's private estate. Capital losses are generally not deductible.

Non-resident investors who have allocated the Notes to the exercise of a professional activity in Belgium through a permanent establishment are subject to the same income tax treatment as Belgian resident companies or Belgian resident individuals holding the Notes for professional purposes (see above).

(c) Belgian tax on stock exchange transactions

A tax on stock exchange transactions ("*Taxe sur les operations de bourse/Taks op de Beursverrichtingen*") will be levied on the sale and acquisition of the Notes on the secondary market if (i) executed in Belgium through a professional intermediary or (ii) deemed to be executed in Belgium, which is the case if the order is directly or indirectly made to a professional intermediary established outside of Belgium, either by private individuals having their usual residence in Belgium, or legal entities established in Belgium.

The rate applicable for secondary sales and purchases in Belgium through a professional intermediary is 0.12 per cent. with a maximum amount of Euro 1,300 per transaction and per party or, as the case may be, 0.35 per cent. with a maximum amount of Euro 1,600 per transaction and per party. The tax is due separately from each party to any such transaction, i.e. the seller (transferor) and the purchaser (transferee), both collected by the professional intermediary.

However, if the intermediary is established outside of Belgium, the tax will in principle be due by the ordering private individual or legal entity, unless that individual or entity can demonstrate that the tax has already been paid. Professional intermediaries established outside of Belgium can, subject to certain conditions and formalities, appoint a Belgian representative for tax purposes, which will be liable for the tax on stock exchange transactions in respect of the transactions executed through the professional intermediary.

A tax on repurchase transactions (Taxe sur les reports/ Taks op de reportverrichtingen) at the rate of 0.085 per cent. will be due from each party to any such transaction entered into or settled in Belgium in which a stockbroker acts for either party (with a maximum amount of Euro 1,300 per transaction and per party or, as the case may be, Euro 1,600 per transaction and per party).

Neither the tax on stock exchange transactions nor the tax on repurchase transactions will be payable by exempt persons acting for their own account, including investors who are not Belgian residents provided they deliver an affidavit to the financial intermediary in Belgium confirming their non-resident status, and certain Belgian institutional investors as defined in Article 126/1, 2° of the Code of miscellaneous taxes and duties ("*Code des droits et taxes divers/Wetboek diverse rechten en taksen*") for the tax on stock exchange transactions and Article 139, second paragraph, of the same code for the tax on repurchase transactions.

(d) Tax on securities accounts

Pursuant to the law of 7 February 2018 introducing a tax on securities accounts, a tax of 0.15 per cent. will be levied on Belgian resident and non-resident individuals on their share in the average value of the qualifying financial instruments (including but not limited to shares, notes and units of undertakings for collective investment) held on one or more securities accounts during a reference period of twelve consecutive months starting on 1 October and ending on 30 September of the subsequent year ("Tax on Securities Accounts"). The first reference period starts on the day of entry into effect of the Law (i.e., 10 March 2018) and ends on 30 September 2018.

No Tax on Securities Accounts will be due provided the holder's share in the average value of the qualifying financial instruments on those accounts amounts to less than EUR 500,000. If, however, the holder's share in the average value of the qualifying financial instruments on those accounts amounts to EUR 500,000 or more, the Tax on Securities Accounts will be due on the entire share of the holder in the average value of the qualifying financial instruments on those accounts (and, hence, not only on the part which exceeds the EUR 500,000 threshold).

Qualifying financial instruments held by non-resident individuals only fall within the scope of the Tax on Securities Accounts provided they are held on securities accounts with a financial intermediary established or located in Belgium. Note that pursuant to certain double tax treaties, Belgium has no

right to tax capital. Hence, to the extent the Tax on Securities Accounts is viewed as a tax on capital within the meaning of these double tax treaties, treaty protection may, subject to certain conditions, be claimed.

A financial intermediary is defined as (i) a credit institution or a stockbroking firm as defined by Article 1, §2 and §3 of the Law of 25 April 2014 on the status and supervision of credit institutions and investment companies and (ii) the investment companies as defined by Article 3, §1 of the Law of 25 October 2016 on access to the activity of investment services and on the legal status and supervision of portfolio management and investment advice companies, which are, pursuant to national law, admitted to hold financial instruments for the account of customers.

The Tax on Securities Accounts is in principle due by the financial intermediary established or located in Belgium if (i) the holder's share in the average value of the qualifying financial instruments held on one or more securities accounts with said intermediary amounts to EUR 500,000 or more or (ii) the holder instructed the financial intermediary to levy the Tax on Securities Accounts due (e.g. in case such holder holds qualifying financial instruments on several securities accounts held with multiple intermediaries of which the average value does not amount to EUR 500,000 or more, but of which the holder's share in the total average value of these accounts amounts to at least EUR 500,000 EUR). Otherwise, the Tax on Securities Accounts would have to be declared and would be due by the holder itself unless the holder provides evidence that the Tax on Securities Accounts has already been withheld, declared and paid by an intermediary which is not established or located in Belgium. In that respect, intermediaries located or established outside of Belgium could appoint a Tax on the Securities Accounts representative in Belgium, subject to certain conditions and formalities ("Tax on the Securities Accounts Representative"). Such a Tax on the Securities Accounts Representative will then be liable towards the Belgian Treasury for the Tax on the Securities Accounts due and for complying with certain reporting obligations in that respect.

Belgian resident individuals will have to report in their annual income tax return various securities accounts held with one or more financial intermediaries of which they are considered as a holder within the meaning of the Tax on Securities Accounts. Non-resident individuals have to report in their annual Belgian non-resident income tax return various securities accounts held with one or more financial intermediaries established or located in Belgium of which they are considered as a holder within the meaning of the Tax on Securities Accounts.

Prospective investors are urged to consult their own tax advisors as to the tax consequences of the application of this new tax on their investment in Notes.

As stated below, the European Commission has published a proposal for a Directive for a common financial transactions tax (the "**FTT**"). The proposal currently stipulates that once the FTT enters into force, the participating Member States shall not maintain or introduce taxes on financial transactions other than the FTT (or VAT as provided in the Council Directive 2006/112/EC of November 28, 2006 on the common system of value added tax). For Belgium, the tax on stock exchange transactions and the tax on repurchase transactions should thus be abolished once the FTT enters into force. The proposal is still subject to negotiation between the participating Member States and therefore may be changed at any time.

Taxation in Luxembourg

The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*) as well as personal income tax (*impôt sur le revenu*). Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

(a) Withholding Tax

(i) Non-resident holders of Notes

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Notes, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident holders of Notes.

(ii) Resident holders of Notes

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**Relibi Law**"), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Notes, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident holders of Notes.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the immediate benefit of an individual beneficial owner who is resident of Luxembourg will be subject to a withholding tax of 20 per cent. In addition, pursuant to the Relibi Law, Luxembourg resident individuals can opt to self declare and pay a 20 per cent. levy on interest payments made by paying agents located in a Member State of the European Union other than Luxembourg or a Member State of the European Economic Area. Such withholding tax as described above or the Levy will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth.

(b) Income Taxation

(i) Non-resident holders of Notes

A non-resident holder of Notes, not having a permanent establishment or permanent representative in Luxembourg to which/whom such Notes are attributable, is not subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes. A gain realised by such non-resident holder of Notes on the sale or disposal, in any form whatsoever, of the Notes is further not subject to Luxembourg income tax.

A non-resident corporate holder of Notes or an individual holder of Notes acting in the course of the management of a professional or business undertaking, who has a permanent establishment or permanent representative in Luxembourg to which or to whom such Notes are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes and on any gains realised upon the sale or disposal, in any form whatsoever, of the Notes.

(ii) Resident holders of Notes

Holders of Notes who are residents of Luxembourg will not be liable for any Luxembourg income tax on repayment of principal.

- Luxembourg resident corporate holder of Notes

A corporate holder of Notes must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realised on the sale or disposal, in any form whatsoever, of the Notes, in its taxable income for Luxembourg income tax assessment purposes.

A corporate holder of Notes that is governed by the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investment, as amended, or by the law of 13 February 2007 on specialised investment funds, as amended, or by the law of 14 July 2016 on reserved alternative investment funds is neither subject to Luxembourg income tax in respect of interest accrued or received, any redemption premium or issue discount, nor on gains realised on the sale or disposal, in any form whatsoever, of the Notes.

- Luxembourg resident individual holder of Notes

An individual holder of Notes, acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax at progressive rates in respect of interest received, redemption premiums or issue discounts, under the Notes, except if (i) withholding tax has been levied on such payments in accordance with the Relibi Law, or (ii) the individual holder of the Notes has opted for the application the Levy. A gain realised by an individual holder of Notes, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of Notes is not subject to Luxembourg income tax, provided this sale or disposal took place more than six months after the Notes were acquired. However, any portion of such gain corresponding to accrued but unpaid interest income is subject to Luxembourg income tax, except if tax has been levied on such interest in accordance with the Relibi Law.

An individual holder of Notes acting in the course of the management of a professional or business undertaking must include this interest in its taxable basis. If applicable, the tax levied in accordance with the Relibi Law will be credited against his/her final tax liability.

(c) Net Wealth Taxation

Luxembourg net wealth tax will not be levied on a holder of a Note unless:

(i) such holder is, or is deemed to be, resident in Luxembourg for the purpose of the relevant provisions to the exception of the following entities that are net wealth tax exempt, being (A) undertakings for collective investment (UCITS) within the meaning of the law of 17 December 2010, as amended, (B) special investment funds within the meaning of the law of 13 February 2007, as amended, (C) a family wealth management company governed by the law of 11 May 2007, as amended, (D) securitisation vehicles governed by the law of 22 March 2004, as amended, (E) investment companies in risk capital governed by the law of 15 June 2004, as amended, (F) professional pension institutions governed by the law of 13 July 2005, as amended and (G) reserved alternative investment funds governed by the law of 14 July 2016; or

(ii) such Note is attributable to an enterprise or part thereof which is carried on through a permanent establishment or a permanent representative or a fixed base of business in Luxembourg;

However, please note that (i) securitisation companies governed by the law of 22 March 2004 on securitisation, as amended, or (ii) capital companies governed by the law of 15 June 2004 on venture capital vehicles, as amended, or (iii) capital companies governed by the law of 13 July 2005 on professional pension institutions, as amended, or (iv) reserved alternative investment funds governed by the law of 23 July 2016 and which fall under the special tax regime set out under article 48 thereof may, under certain conditions, be subject to minimum net wealth tax.

This minimum net wealth tax amounts to EUR 4,815, if the relevant holder of a Note holds assets such as fixed financial assets, receivables owed to affiliated companies, transferable securities, postal checking accounts, checks and cash, in a proportion that exceeds 90 per cent. of its total balance sheet value and if the total balance sheet value of these very assets exceeds EUR 350,000. Alternatively, if the relevant holder of a Note holds 90 per cent. or less of financial assets or if those financial assets do not exceed EUR 350.000, a minimum net wealth tax varying between EUR 535 and EUR 32,100 would apply depending on the size of its balance sheet.

In respect of individuals, the Luxembourg law of 23 December 2005 has abolished the net wealth tax with effect from 1 January 2006.

(d) Inheritance and Gift Taxation

(i) No Luxembourg inheritance tax is levied on the transfer of the Notes upon death of a Noteholder in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes.

(ii) Luxembourg gift tax will be levied in case the gift is made pursuant to a notarial deed signed before a Luxembourg notary or is registered in Luxembourg.

(e) Other Taxes and Duties

Under current Luxembourg tax law and current administrative practice, it is not compulsory that the Notes be notarised, filed, recorded or enrolled with any court, or other authority in Luxembourg or that registration tax, transfer tax, capital tax, stamp duty or any other similar tax or duty (other than court fees and contributions for the registration with the Chamber of Commerce) be paid in respect of or in connection with the execution, delivery and/or enforcement by legal proceedings (including any foreign judgement in the courts of Luxembourg) of the Notes, in accordance therewith or the performance of the Issuers' obligations under the Notes, except if the Notes are either (i) attached as an annex to an act (*annexés à un acte*) that itself is subject to mandatory registration or (ii) deposited in the minutes of a notary (*déposés au rang des minutes d'un notaire*). In such cases, as well as in case of a voluntary registration, the Notes will be subject to a fixed EUR 12 duty payable by the party registering, or being ordered to register, the Notes.

(f) Value Added Tax

There is no Luxembourg value-added tax payable in respect of payments in consideration for the issue of the Notes or in respect of the payment of interest or principal under the Notes or the transfer of Notes. Luxembourg value-added tax may, however, be payable in respect of fees charged for certain services rendered to BP2F, if for Luxembourg value-added tax purposes such services are rendered, or are deemed to be rendered, in Luxembourg and an exemption from Luxembourg value-added tax does not apply with respect to such services.

(g) Residence

A holder of a Note will not become resident, or deemed to be resident, in Luxembourg by reason only of the holding of such Note or the execution, performance, delivery and/or enforcement of that or any other Note.

Taxation in The Netherlands

General

The following summary outlines the principal Netherlands tax consequences of the acquisition, holding, settlement, redemption and disposal of the Notes, but does not purport to be a comprehensive description of all Netherlands tax considerations that may be relevant. For purposes of Netherlands tax law, a holder of Notes may include an individual or entity who does not have the legal title of these Notes, but to whom nevertheless the Notes or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Notes or the income thereof. This summary is intended as general information for holders of the Notes who are residents or deemed residents of the Netherlands for Netherlands tax purposes. This summary is intended as general information only and each prospective investor should consult a professional tax adviser with respect to the tax consequences of the acquisition, holding, settlement, redemption and disposal of the Notes.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Base Prospectus, and does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Netherlands tax consequences for:

(i) investment institutions (*fiscale beleggingsinstellingen*);

(ii) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other entities that are not subject to or exempt from Netherlands corporate income tax;

(iii) holders of Notes holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the relevant Issuer and holders of Notes of whom a certain related person holds a substantial interest in an Issuer. Generally speaking, a substantial interest in an Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutory defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5 per cent. or more of the total issued capital of the Issuer or of 5 per cent. or more of the issued capital of a certain class of shares of the Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights in the Issuer;

(iv) persons to whom the Notes and the income from the Notes are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) and the Netherlands Gift and Inheritance Tax Act 1956 (*Successiewet 1956*);

(v) entities which are a resident of Aruba, Curacao or Sint Maarten that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Saint Eustatius or Saba, to which permanent establishment or permanent representative the Notes are attributable; and

(vi) individuals to whom Notes or the income there from are attributable to employment activities which are taxed as employment income in the Netherlands.

For the purpose of the Netherlands tax consequences described herein, it is assumed that the relevant Issuer is neither a resident of the Netherlands nor deemed to be a resident of the Netherlands for Netherlands tax purposes.

Where this summary refers to the Netherlands, such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

Netherlands Withholding Tax

All payments made by the relevant Issuer under the Notes may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

Netherlands Corporate and Individual Income Tax

If a holder of Notes is a resident of the Netherlands or deemed to be a resident of the Netherlands for Netherlands corporate income tax purposes and is fully subject to Netherlands corporate income tax or is only subject to Netherlands corporate income tax in respect of an enterprise to which the Notes are attributable, income derived from the Notes and gains realised upon the redemption, settlement or disposal of the Notes are generally taxable in the Netherlands (at up to a maximum rate of 25 per cent.).

If an individual is a resident of the Netherlands or deemed to be a resident of the Netherlands for Netherlands individual income tax purposes income derived from the Notes and gains realised upon the redemption, settlement or disposal of the Notes are taxable at the progressive rates (at up to a maximum rate of 51.95 per cent. in 2018) under the Netherlands Income Tax Act 2001, if:

(i) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Notes are attributable or the individual has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Notes are attributable; or

(ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the Notes that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) above applies, an individual that holds the Notes, must determine taxable income with regard to the Notes on the basis of a deemed return on income from savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realised. With regard to 2018 this deemed return on income from savings and investments ranges from 2.02 per cent. to 5.38 per cent. of the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (1 January), insofar as the individual's yield basis exceeds a certain threshold (*heffingvrij vermogen*). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities on 1 January. The fair market value of the Notes will be included as an asset in the individual's yield basis. The applicable rates will be updated annually on the basis of historic market yields. The deemed return on income from savings and investments is taxed at a rate of 30 per cent.

Gift and Inheritance Tax

Residents of the Netherlands

Generally, gift tax (*schenkbelasting*) or inheritance tax (*erfbelasting*) will be due in the Netherlands in respect of the acquisition of the Notes by way of a gift by, or on behalf of, or on the death of, a holder of Notes that is a resident or deemed to be a resident of the Netherlands for the purposes of Netherlands Gift and Inheritance Tax Act 1956 at the time of the gift or his or her death. A gift made under a condition precedent is for purposes

of the Netherlands Gift and Inheritance Tax Act 1956 deemed to be a made at the time the condition precedent is fulfilled and is subject to gift tax if the donor is, or is deemed to be a resident of the Netherlands at that time.

A holder of Netherlands nationality is deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Tax Act 1956 if he or she has been resident in the Netherlands and dies or makes a gift within ten years after leaving the Netherlands. A holder of any other nationality is deemed to be a resident of the Netherlands for the purposes of the Gift and Inheritance Tax Act 1956 if he or she has been resident in the Netherlands and makes a gift within a twelve months period after leaving the Netherlands. The same twelve-month rule may apply to entities that have transferred their seat of residence out of the Netherlands.

Non-residents of the Netherlands

No gift or inheritance tax will be due in the Netherlands in respect of the acquisition of the Notes by way of a gift by, or as a result of the death of a holder that is neither a resident nor deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Tax Act 1956. However, inheritance tax will be due in the case of a gift of the Notes by, or on behalf of, a holder who at the date of the gift was neither a resident nor deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Tax Act 1956, but such holder dies within 180 days after the date of the gift and at the time of his or her death is a resident or deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Tax Act 1956. A gift made under a condition precedent is deemed to be made at the time the condition precedent is fulfilled and is subject to gift tax if the donor is, or is deemed to be a resident of the Netherlands at that time.

Value Added Tax

In general, no value added tax will arise in respect of payments in consideration for the issue of the Notes or in respect of a cash payment made under the Notes, or in respect of a transfer of Notes.

Other Netherlands Taxes and Duties

No registration tax, customs duty, transfer tax, stamp duty or any other similar documentary tax or duty will be payable in the Netherlands by a holder in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of the Notes.

Taxation in France

The following is a summary addressing only the French compulsory withholding tax treatment of income arising from the holding of the Notes. This summary is based on the laws and regulations in full force and effect in France as at the date of this Base Prospectus, which may be subject to change in the future, potentially with retroactive effect.

Withholding tax on Notes issued by the Issuers

This summary is prepared on the assumption that the relevant Issuer is not and will not be a French resident for French tax purposes and any transactions in connection with the Notes are not and will not be attributed or attributable to a French branch, permanent establishment or other fixed place of business of the relevant Issuer in France.

In respect of Notes which are treated as debt for French tax purposes, all payments by the relevant Issuer in respect of such Notes will be made free of any compulsory withholding or deduction for or on account of any income tax imposed, levied, withheld, or assessed by France or any political subdivision or taxing authority thereof or therein.

However, pursuant to Articles 125 A and 125 D of the French *Code Général des Impôts* and subject to certain limited exceptions, interest and similar revenues received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject, as from 1 January 2018, to a 12.8 per cent. mandatory (non final) withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Practical steps to be taken for purposes of levying, declaring and paying this withholding tax to the French tax authorities will depend on the place where the paying agent is located. Such interest and similar revenues are also subject to social contributions (CSG, CRDS and other related contributions) which are withheld at an aggregate rate of 17.2 per cent.

Prospective purchasers of notes who are French residents for tax purposes or who would hold such Notes through a permanent establishment or a fixed base in France should be aware that transactions involving the Notes, including any purchase or disposal of, or other dealings in, the Notes, may have French tax consequences. The tax consequences regarding interest, premium on redemption and capital gains in particular may depend, amongst other things, upon the status of the prospective purchaser (i.e. legal entities or individuals).

Taxation in Switzerland

The following summary does not purport to be a comprehensive description of all Swiss tax considerations that may be relevant to a decision to purchase, own or dispose of the Notes and, in particular, does not consider specific facts or circumstances that may apply to a particular purchaser. It is for general information only and does not discuss all tax consequences of an investment in Notes under the tax laws of Switzerland. This summary is based on the tax laws of Switzerland currently in force and as applied on the date of this Base Prospectus which are subject to changes (or changes in interpretation) which may have retroactive effect. Prospective purchasers are advised to consult their own tax advisors as to the tax consequences of the purchase, ownership and disposition of Notes in the light of their particular circumstances.

Swiss Income Tax

Swiss Resident Noteholders

Interest Payments or Redemption of Notes

Swiss residents receiving periodic interest payments during the investment or at redemption as one-time-interest generally must include these interest payments in their financial statements and/or in their income tax returns and owe individual income tax or corporate income tax on the relevant amounts.

Notes which are not straight debt instruments but have components of debt instruments and derivatives intertwined generally qualify as combined instruments. The tax treatment of such Notes depends on whether the Notes are considered as transparent or not for Swiss income tax purposes.

If the Note is considered as not transparent for Swiss income tax purposes, any amount received by the Noteholder (upon sale, lapse, exercise or redemption) in excess of the amount invested (at issue or upon purchase) is treated as taxable income in the hands of the Noteholder if the Note qualifies as a note with predominant one-time interest payment. If the Note does not qualify as a note with predominant one-time interest payment, the Noteholder is subject to tax on the periodic interest payments and (at redemption) on the difference between initial issuance price and the redemption price. For the purpose of determining whether the Note is a note with predominant one-time interest payment the difference between initial issuance price and the redemption price is treated as one-time interest.

If the Note is considered as transparent for Swiss income tax purposes, it will be split notionally in a debt instrument and a derivative instrument component. Gains or losses on the derivative instrument component are treated as capital gains or losses (see below). Interest payments received during the investment, at lapse or exercise or at redemption as one-time interest related to the debt instrument component are treated as taxable

income in the hands of the Noteholder. Such a treatment is also applicable for the purpose of determining whether the Note is a note with predominant one-time interest payment.

The Note is generally considered as transparent if the debt and the derivative components are traded separately or if the different elements of the Note (such as the guaranteed redemption amount, the issuance price of the debt component, the interest rates determining the issuance price of the debt component) are separately stated in the sales documentation as well as in the offering prospectus and if each one of such components is separately evaluated. Such evaluation has to be performed through calculations of financial mathematics determining the intrinsic value of the debt instrument and the derivative instrument components contained in the Note. In particular, the calculations have to determine the notional issuance price of the debt instrument, based on the interest rate taken into account by the issuer which has to be at market value. The Swiss Federal Tax Administration has to approve such calculations. Such calculations have to be reviewed on a quarterly basis in order to take into account the evolution of the interest rates. If the tax authorities are not provided with sufficient information the Notes can be treated as not transparent. Products with prevalent structures but for which the issuer does not provide the information allowing to distinguish the different elements of a product as described above are made transparent in retrospect by the tax authorities, banks or other channels of distribution if the following requirements are fulfilled: (a) the issuer of the product must have at least a single-A-rating; and (b) the product at hand has to be admitted to official quotation at the commercial exchange market or, at least, a market maker has to insure liquid trading of the product at hand. Liquid trading by a market maker is a condition that the key data of the product can be used as credible basis of calculation.

Capital Gains

Swiss Resident Private Noteholders

Swiss resident Noteholders who do not qualify as so-called professional securities dealer for income tax purposes ("*gewerbsmässiger Wertschriftenhändler*") and who hold the Notes as part of their private (as opposed to business) assets are hereby defined as Swiss Resident Private Noteholders.

Swiss Resident Private Noteholders realise a tax free capital gain upon the disposal of Notes which do not qualify as notes with predominant one-time interest payment and realise taxable income if the Notes qualify as notes with one-time predominant interest payment.

The tax treatment of capital gains on Notes which qualify as combined instruments (see above) depends on whether the Note qualifies as tax transparent or not. Notes which are not transparent for Swiss income tax purposes (see above) generally qualify as notes with predominant one-time interest payment and are treated as such. Notes which qualify as tax transparent are notionally split into a debt instrument and a derivative instrument component. The debt instrument component follows the usual tax treatment either as note with predominant one-time interest payment or as note with no predominant one-time interest payment as applicable. Capital gains arising from the derivative instrument component of transparent Notes are generally not subject to income tax in the hands of Swiss Resident Private Noteholders.

Swiss Resident Business Noteholders

Gains realised on the sale of Notes, by Swiss resident individual Noteholders holding the Notes as part of their business assets as well as by Swiss resident legal entity Noteholders, are part of their business profit subject to individual income tax or corporate income taxes, respectively. The same applies to Swiss Resident Private Noteholders who qualify as so-called professional securities dealer ("*gewerbsmässiger Wertschriftenhändler*").

Non-Swiss Resident Noteholders

Under present Swiss tax law, a Noteholder who is a non-resident of Switzerland and who, during the taxable year has not engaged in trade or business through a permanent establishment or a fixed place of business within Switzerland and who is not subject to taxation in Switzerland for any other reason, will not be subject to any

Swiss federal, cantonal or municipal income tax on interest or gains realised on sale or redemption of the Notes.

Swiss Stamp Duties

The sale or transfer of the Notes with a duration of more than one year may be subject to Swiss stamp duty at the current rate up to 15 bps per party. if such sale or transfer is made by or through the intermediary of a Swiss bank or other securities dealer as defined in the Swiss Stamp Tax Act and no exemption applies.

Notes qualified as units in a foreign investment fund may be subject to the Swiss transfer stamp duty of up to rate up to 15 bps per party at issue.

Swiss Withholding Tax

All payments in respect of the Notes by a non-Swiss resident Issuer are currently not subject to the Swiss withholding tax ("*Verrechnungssteuer*").

On 4 November 2015, the Swiss Federal Council announced that it had mandated the Swiss Federal Finance Department to appoint a group of experts to prepare a proposal for reform of the Swiss withholding tax system. The proposal is expected to, among other things, replace the current debtor-based regime applicable to interest payments with a paying agent-based regime for Swiss withholding tax. This paying agent-based regime is expected to be similar to the one contained in the draft legislation published by the Swiss Federal Council on 17 December 2014, which was subsequently withdrawn on 24 June 2015. However, on 23 October 2017, the Swiss Federal Economic Affairs and Taxation Committee of the Swiss National Council filed a parliamentary initiative reintroducing the request to replace the current debtor-based regime applicable to interest payments with a paying agent-based system that (i) subjects all interest payments made to individuals resident in Switzerland to Swiss withholding tax and (ii) provides an exemption from Swiss withholding tax for interest payments to all other persons (including Swiss corporations).

If this legislation or similar legislation were enacted and an amount of, or in respect of, Swiss withholding tax were to be deducted or withheld from that payment, neither the Issuer nor the Paying Agent would be obliged to pay additional amounts with respect to any Note as a result of the deduction or imposition of such Swiss withholding tax.

Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act

Switzerland has concluded an intergovernmental agreement with the U.S. to facilitate the implementation of FATCA. The agreement ensures that the accounts held by U.S. persons with Swiss financial institutions are disclosed to the U.S. tax authorities either with the consent of the account holder or by means of group requests within the scope of administrative assistance. Information will not be transferred automatically in the absence of consent, and instead will be exchanged only within the scope of administrative assistance on the basis of the double taxation agreement between the U.S. and Switzerland. On 8 October 2014, the Swiss Federal Council approved a mandate for negotiations with the U.S. on changing the current direct-notification-based regime to a regime where the relevant information is sent to the Swiss Federal Tax Administration, which in turn provides the information to the U.S. tax authorities.

International Automatic Exchange of Information in Tax Matters

Switzerland has concluded a multilateral agreement with the European Union on the international automatic exchange of information (the "**AEOI**") in tax matters. The agreement became effective as of 1 January 2017 and applies to all 28 EU member states and also Gibraltar. Also on 1 January 2017 the multilateral competent authority agreement on the automatic exchange of financial account information (the "**MCAA**"), and based on the MCAA, a number of bilateral AEOI agreements with other countries became effective. Based on such agreements and the implementing laws of Switzerland, Switzerland collects data in respect of financial assets, including, as the case may be, Notes, held in, and income derived thereon and credited to, accounts or deposits

with a paying agent in Switzerland for the benefit of individuals resident in an EU member state or resident in a treaty state from 2017 or 2018, exchanges the data or will exchange it from 2018 or 2019, in each case depending on the effectiveness of the relevant agreement. Switzerland has signed and intends to sign further AEOI agreements with further countries, which, subject to ratification, will become effective at a later date. An up-to-date list of the AEOI agreements of Switzerland in effect or signed and becoming effective can be found on the website of the State Secretariat for International Financial Matters.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986 (the "**Code**"), commonly known as FATCA, a foreign financial institution (as defined by FATCA) may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting or related requirements. Each of the Issuers is a foreign financial institution for these purposes. A number of jurisdictions (including the Netherlands, Luxembourg and Belgium) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes but generally will be required to report information with respect to its account holders to the relevant tax authorities. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to 1 January 2019 and Notes that are treated as debt for U.S. federal income tax purposes issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding, unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional Notes that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

GENERAL INFORMATION

This section gives general information about to the listing and clearing systems that may apply to Notes issued under the Base Prospectus. It also provides other relevant information (including certain line-items of the Final Terms) and describes where investors can obtain copies of certain documents relating to the Issuers and the Guarantor and the Programme.

GENERAL INFORMATION

The following section applies to both Exempt Notes and Non-exempt Notes.

1. Application has been made for Notes issued under the Programme during the 12 months from the date of approval of this Base Prospectus to be admitted to listing on the official list and to trading on the Luxembourg Regulated Market, Amsterdam Regulated Market and Brussels Regulated Market. Application has also been made for Notes (including Exempt Notes) issued under the Programme during the 12 months from the date of this Base Prospectus to be admitted to listing on the official list and to trading on the Euro MTF Market of the Luxembourg Stock Exchange. The Issuers may also make an application for Notes issued under the Programme during the 12 months from the date of this Base Prospectus to be admitted to listing, trading and/or quotation by any other competent authority, stock exchange and/or quotation system.

   The Luxembourg Regulated Market, Brussels Regulated Market and Amsterdam Regulated Markets are each a regulated market for the purpose of Directive 2014/65/EU on Markets in Financial Instruments. The Euro MTF Market of the Luxembourg Stock Exchange is not a regulated market the purpose of Directive 2014/65/EU on Markets in Financial Instruments.

   Notes may be issued pursuant to the Programme which will not be admitted to listing on the official list and to trading on the Luxembourg Regulated Market or the Euro MTF Market nor be admitted to listing, trading and/or quotation on any other competent authority, stock exchange and/or quotation system, or which will be admitted to listing, trading and/or quotation on such competent authority, stock exchange or quotation system as the Issuers and the relevant Dealers may agree.

2. As disclosed on the cover page, the debt of each of the Issuers (debt issued generally and within the framework of this Programme) has been rated by Moody's, Standard & Poor's and Fitch. Nevertheless not all Notes which may be issued under the Programme will necessarily have the same ratings as the ratings assigned to the Programme, or indeed any ratings at all. Any rating assigned to a Series of Notes issued under this Programme will be disclosed in the relevant Final Terms together with an indication of whether such ratings are specific to such Series of Notes or whether such ratings are the ratings assigned to the Programme.

3. The update of the Programme and the issue of Notes thereunder was authorised by resolutions of the Executive Board of BNPPF passed on 8 May 2018 and by circular resolutions of the Board of Directors of BP2F passed on or about 3 June 2018, respectively and the giving of the Guarantee.

4. Each permanent Global Note, Bearer Note (including each Exchangeable Bearer Note), Coupon, Receipt and Talon which specifies TEFRA D in the applicable Final Terms or Pricing Supplement, as the case may be, will bear the following legend:

   "ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(J) AND 1287(A) OF THE INTERNAL REVENUE CODE."

5. Bearer Notes (including Exchangeable Bearer Notes) have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems. The Notes issued by BNPPF have been accepted for clearance through the X/N System. The Common Code given by the X/N System or Euroclear and Clearstream, Luxembourg, as the case may be, together with the relevant ISIN number for each Series of Notes will be set out in the relevant Final Terms.

6. The basis for any statements in this Base Prospectus (including those at pages 20 and 29 of this Base Prospectus) made by the Issuers regarding their competitive position originate from the Issuers' evaluation of market trends and generally reflect market views.

7. Each set of Final Terms will contain, *inter alia*, the following information in respect of the issue of Notes to which it relates:

   (a) Series Number;

   (b) principal amount of the Notes;

   (c) the form of the Notes;

   (d) issue date and any interest commencement date;

   (e) specified currency and denomination and, in the case of Dual Currency Notes, the Settlement Currency;

   (f) maturity date/redemption month (if any);

   (g) issue price;

   (h) where applicable, interest rate, spread, the interest period, any maximum or minimum rate of interest and all other information required to calculate interest amounts (including basis for calculating interest payable on Inflation Index-Linked Interest Notes, Foreign Exchange (FX) Rate-Linked Interest Notes or Underlying Interest Rate-Linked Interest Notes, if applicable);

   (i) where applicable, interest payment dates;

   (j) redemption amounts or the basis for calculating redemption amounts payable in respect of Zero Coupon Notes, Variable Redemption Amount Notes, Inflation Index-Linked Redemption Notes, Foreign Exchange (FX) Rate-Linked Redemption Notes or Underlying Interest Rate-Linked Redemption Notes, if applicable;

   (k) where applicable, the common code given by Euroclear and Clearstream, Luxembourg and the ISIN;

   (l) whether the Notes are redeemable prior to their stated maturity at the option of the Issuer or the Guarantor and/or the Noteholders and the terms relating thereto;

   (m) the amortisation yield in respect of Zero Coupon Notes;

   (n) whether or not the Notes will be admitted to listing, trading and/or quotation by a competent authority stock exchange, and/or quotation system and, if so, the relevant competent authority, stock exchange and/or quotation system;

   (o) the name of any Stabilisation Manager;

   (p) whether the Guarantee is subordinated or unsubordinated;

   (q) whether the Notes will be Subordinated Notes or not;

   (r) the details of any Dealers, including any additional Dealers appointed in respect of an issue of Notes;

   (s) details of the Calculation Agent, if any;

   (t) the identity of the Principal Paying Agent and any additional Paying Agent(s), including any required Paying Agent in France (where applicable);

(u) the name and address of any entities which have a firm commitment to act as intermediaries in secondary trading and a description of the main terms of their commitment and/or the name of the specialist broker in France (where applicable); and

(v) in the case of Exempt Notes only, any other relevant information which is not inconsistent with the Programme or the terms of the Agency Agreement.

Copies of the Final Terms relating to a Series of Notes which (i) is to be admitted to listing on the official list and to trading on the Luxembourg Regulated Market will be made freely available at the office of the Listing Agent in Luxembourg, (ii) is to be admitted to trading on the Brussels Regulated Market will be made freely available at the office of the Listing Agent in Brussels and (iii) is to be admitted to trading on the Amsterdam Regulated Market will be made freely available at the office of the Listing Agent in Amsterdam and, in each case, will be made available by the Issuer at www.bnpparibasfortis.be. Copies of the Pricing Supplement relating to a Series of Notes which is to be admitted to listing on the official list and to trading on the Euro MTF Market of the Luxembourg Stock Exchange will be made freely available at the office of the Listing Agent in Luxembourg and by the Issuer at www.bnpparibasfortis.be.

8. For so long as the Programme remains in effect or any Notes remain outstanding, the following documents (together, in the case of any document not in the English language, with an English translation thereof) will be available, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection and, in the case of paragraphs (e)(f), (g) and (h) below, may be obtained free of charge, at the registered offices of the Issuers and the Guarantor, and at the office of the Fiscal Agent or, in the case of X/N Notes, the Domiciliary Agent and the Paying Agents:

(a) the Agency Agreement: This agreement sets out general provisions relating to the appointment of Agents and also specifies procedures to be followed by the Agents in relation to (i) issuing, transferring and replacing Notes, (ii) making payments in respect of Notes, (iii) the calculation of amounts payable in respect of the Notes and (iv) early redemption of the Notes, including the exercise of any Noteholder option. This agreement also contains the forms of (a) the Global Notes, (b) Definitive Notes in Bearer and Registered Form, (c) the Guarantees, (d) the Coupons, (e) the Receipts, (f) the Talons, (g) the redemption notices and (h) the deed poll relating to be entered into on the substitution of an Issuer and it also contains the procedures relating to meetings of Noteholders;

(b) each Clearing Agreement: These agreements set out the procedures relating to the issue of Bearer Notes and Dematerialised Notes, respectively, which are traded through the X/N System and the procedures for payments in respect of those Notes;

(c) the Programme Agreement: This agreement sets out general provisions relating to the appointment of Dealers and the terms on which the Dealer will subscribe for Notes issued under the Programme, including the representations and warranties given by the Issuers and the Guarantor and the conditions precedent for any issue of Notes and the relevant selling restrictions. It also contains (i) the procedures for the issue of Notes, (ii) the form of Final Terms, (iii) the terms of the Calculation Agency Agreement which would apply where a Dealer is appointed as Calculation Agent in respect of an issue of Notes and (iv) the form of Subscription Agreement which may be entered into between the relevant Issuer and the Guarantor (where applicable) and one or more Dealer(s) setting out the terms upon which an issue of Notes may be subscribed by such Dealer(s);

(d) the Deed of Covenant: This deed confers on the holders direct rights to proceed against the relevant Issuer in the event that any Global Note in respect of an issue of Notes becomes void (which may occur, for example, following an event of default under the Notes or if payments

under the Global Notes have not been paid when due). It also contains (in the case of Notes issued by BP2F) a guarantee by the Guarantor of any payments due under the Deed of Covenant. The Deed of Covenant is governed by English law, except that Clause 2(C)(1) (insofar as it relates to the obligations of the Guarantor under the Deed of Covenant in respect of Senior Subordinated Global Notes), Clause 2(C)(2) (relating to the guarantee by the Guarantors of obligations in respect of any Junior Subordinated Notes) and Clause 2(C)(3) (relating to the guarantee by the Guarantors of obligations in respect of any Subordinated Tier 2 Notes) of the Deed of Covenant are expressed to be governed by the laws of Belgium.

(e) the Memorandum and Articles of Association of the Issuers and the Guarantor;

(f) the latest audited financial statements of BNPPF and the latest audited annual accounts of BP2F, for the years ended 31 December 2016 and 2017 together with any explanatory notes and independent auditors' or, as the case may be, statutory auditors' report accompanying such financial statements or annual accounts. The Guarantor publishes consolidated and non-consolidated financial statements;

(g) the Final Terms relating to any Notes which are admitted to listing on the official list and trading on the Luxembourg Regulated Market, the Brussels Regulated Market and/or the Amsterdam Regulated Market and the Final Terms relating to any Notes which are admitted to listing, trading and/or quotation by any other competent authority, stock exchange and/or quotation system (including the EURO MTF Market of the Luxembourg Stock Exchange);

(h) the Pricing Supplement in the case of Exempt Notes (save that, where the relevant Notes are not admitted to listing, trading and/or quotation by any stock exchange and/or quotation system, such a Pricing Supplement will only be available for inspection by a holder of such Notes and such holder must produce evidence satisfactory to the Issuer, the Fiscal Agent (or, in the case of X/N Notes, the Domiciliary Agent and the Paying Agent) as to its holding of Notes and identity); and

(i) a copy of this Base Prospectus or any further Base Prospectus together with any supplement thereto.

9. The annual accounts of BP2F for the years ended 31 December 2016 and 31 December 2017 have been audited without qualification by Deloitte Audit S.à.r.l. as approved independent auditor (*réviseur d'entreprises agréé*) whose registered office is 560, rue de Neudorf, L-2220 Luxembourg and who is a member of the *Institut des Réviseurs d'Entreprises*.

The cash flow statements of BP2F for the years ended 31 December 2016 and 31 December 2017 have has been audited by Deloitte Audit S.à r.l. as approved independent auditor (*réviseur d'entreprises agréé*) whose registered office is 560, rue de Neudorf, L 2220 Luxembourg, Grand Duchy of Luxembourg, who is a member of the *Institut des Réviseurs d'Entreprises*.

The financial statements for the year ending 31 December 2016 of BNPPF have been audited by PricewaterhouseCoopers Reviseurs d'Entreprises S.C.C.R.L., represented by Damien Walgrave, Partner, Woluwedal 18, B-1932 Sint-Stevens Woluwe, Brussels, and Deloitte Reviseurs d'Entreprises SC sous forme d'une S.C.R.L., represented by Yves Dehogne and Bernard De Meulemeester, Partners, Gateway Building Luchtavan National 1J 1930 Zaventem, Belgium, in accordance with the laws of Belgium. An unqualified opinion on the consolidated financial statements with an explanatory paragraph has been issued on 4 April 2017. All are members of the *Instituut der Bedrijfsrevisoren/Institut des Reviseurs d'Enterprises* (IRE).]

The financial statements for the year ending 31 December 2017 of BNPPF have been audited by PricewaterhouseCoopers Reviseurs d'Entreprises S.C.C.R.L., represented by Damien Walgrave,

Partner, Woluwedal 18, B-1932 Sint-Stevens Woluwe, Brussels, and Deloitte Reviseurs d'Entreprises SC sous forme d'une S.C.R.L., represented by Yves Dehogne and Bernard de Meulemeester, Partners, Gateway Building Luchtaven National 1J 1930 Zaventem, Belgium in accordance with the laws of Belgium. An unqualified opinion on the consolidated financial statements with an explanatory paragraph has been issued on 29 March 2018. All are members of the *Instituut der Bedrijfsrevisoren* (IBR)/*Institut des Reviseurs d'Enterprises* (IRE).

10. Yield: In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the relevant Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes (as specified in the relevant Final Terms) and will not be an indication of future yield.

11. This Base Prospectus (or any future Base Prospectus) together with any supplement thereto, the documents incorporated by reference herein and the final terms of any Tranches admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system and issued under this Base Prospectus will be available (a) in the case of Notes listed on the official list and admitted to trading on the Luxembourg Stock Exchange, on the website of the Luxembourg Stock Exchange, www.bourse.lu, and (b) in the case of Notes listed on the official list and admitted to trading on the Luxembourg Regulated Market, the Brussels Regulated Market and/or the Amsterdam Regulated Market, the applicable Final Terms will be published at www.bnpparibasfortis.be. Additionally, this Base Prospectus, any supplements to this Base Prospectus and the documents incorporated by reference at paragraphs 2 and 5 of the section entitled "*Information Incorporated by Reference* in this Base Prospectus" above will be available at www.bp2f.lu.

12. None of the Issuers intend to provide post-issuance information in relation to the underlying assets under paragraph 7.5 of Annex XII of Regulation (EC) No. 809/2004, except as otherwise stated in the relevant Final Terms.

13. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, the address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue J.F. Kennedy, L-1855 Luxembourg. The address of the National Bank of Belgium as operator of the X/N System is Boulevard de Berlaimont 14, 1000 Brussels, Belgium.

14. The public offers of the following Tranches of Notes are expected to continue after 8 June 2018 (being the last day of the validity of the base prospectus dated 9 June 2017, and from such date the Final Terms in respect of such Notes must be read in conjunction with this Base Prospectus:

Description of the Notes	ISIN	Available at
BNP Paribas Fortis NOK Fixed Rate Notes due 12/07/2022 - Series 1006– Offer Period: from 01/06/2018 till 29/06/2018	BE6304639279	https://www.bnpparibasfortis.be/fr/Epargner-et-placer/Decouvrez/legal/emissions?axes4=priv
BNP Paribas Fortis Funding Fix to Spread due 12/07/2028 - Series 1010– Offer Period: from 01/06/2018 till 29/06/2018	XS1820073663	https://www.bnpparibasfortis.be/fr/Epargner-et-placer/Decouvrez/legal/emissions?axes4=priv

Description of the Notes	ISIN	Available at
BNP Paribas Fortis EUR Fixed Rate Notes due 11/07/2025 - Series 1011– Offer Period: from 01/06/2018 till 29/06/2018	BE6304658469	https://www.bnpparibasfortis.be/fr/Epargner-et-placer/Decouvrez/legal/emissions?axes4=priv

15. The Legal Entity Identifier with regards to BNPPF is: KGCEPHLVVKVRZYO1T647. Further, the Legal Entity Identifier with regards to BP2F is: 549300J2UEC8CUFW6083.

16. Any websites referred to in this Base Prospectus are for information purposes only other than where information incorporated by reference is specified as being available and do not form part of the base prospectus.

USE OF PROCEEDS

This section describes how the Issuers will use the net proceeds of issues of Notes.

USE OF PROCEEDS

The following section applies to both Exempt Notes and Non-exempt Notes.

The net proceeds from the issue of the Notes by BNPPF will be used by it to meet part of its financing requirements and for general corporate purposes and the net proceeds from the issue of the Notes issued by BP2F will be lent to the Guarantor (via a loan or via an investment in securities issued by the Guarantor), to be used by the Guarantor for the same purposes. If, in respect of any particular issue of Notes, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

TERMS AND CONDITIONS OF THE NOTES AND THE GUARANTEE

TERMS AND CONDITIONS OF THE NOTES

The following section applies to both Exempt Notes and Non-exempt Notes.

PART 1: MEDIUM TERM NOTES

This section sets out the generic terms and conditions that are applicable to all types of Notes in definitive form or in dematerialised form.

PART 1 : MEDIUM TERM NOTES

The following is the text of the terms and conditions which, subject to completion and, in the case of Exempt Notes (as defined below) only, amendment or variance in accordance with the provisions of the relevant Final Terms in relation to any particular Tranche or Series, will (i) be endorsed on the Notes in definitive form (if any) issued (where applicable) in exchange for the Global Note(s) representing each Series or (ii) in the case of Dematerialised Notes, will be made applicable to such Notes.

Any reference in these Conditions (as defined below) to "relevant Final Terms" or "applicable Final Terms" shall be deemed to include a reference to "relevant Pricing Supplement" or "applicable Pricing Supplement", as the case may be, where relevant.

Notes will be issued in series (each a "**Series**") having one or more issue dates and the same maturity date (if any), bearing interest (if any) on the same basis and at the same rate and on terms otherwise identical. Each Series may be issued in tranches (each a "**Tranche**") as further described in Condition 12 (the issue date of the first Tranche of Notes being the "**Issue Date**"). The specific terms of each Series will be set forth in a set of final terms ("**Final Terms**") based on the form included in the Base Prospectus dated 6 June 2018, as supplemented from time to time.

The Notes are issued pursuant to an Amended and Restated Agency Agreement dated 6 June 2018 (as amended or supplemented from time to time, the "**Agency Agreement**") between BNP Paribas Fortis Funding ("**BP2F**") and BNP Paribas Fortis SA/NV ("**BNPPF**" and together with BP2F, the "**Issuers**" and each, an "**Issuer**"), BNP Paribas Fortis SA/NV (the "**Guarantor**"), BNP Paribas Securities Services, Luxembourg Branch as fiscal agent (the "**Fiscal Agent**"), registrar (the "**Registrar**"), principal paying agent (the "**Principal Paying Agent**") and transfer agent (the "**Transfer Agent**"), BNP Paribas Securities Services, Luxembourg Branch, BNP Paribas Fortis SA/NV (each such entity, together with any third party appointed in such capacity as calculation agent, a "**Calculation Agent**"), BNP Paribas Fortis SA/NV as alternative principal paying agent (the "**Alternative Principal Paying Agent**") (together with the Principal Paying Agent and any additional or other paying agents in respect of the Notes from time to time appointed, the "**Paying Agents**") and as transfer agent (together with the Transfer Agent referred to above and any additional or other transfer agents in respect of the Notes from time to time appointed, the "**Transfer Agents**") and BNP Paribas Fortis SA/NV as domiciliary agent (the "**Domiciliary Agent**"). For the purposes of these Conditions, "**Principal Paying Agent**" means, in relation to any Series of Notes, the Fiscal Agent or the Principal Paying Agent specified above or the Alternative Principal Paying Agent, as specified on the relevant Note. The initial Calculation Agent (if any) is specified on the relevant Note. In relation to the Notes issued by BNPPF which are specified in the relevant Final Terms to be cleared through the book-entry clearance and settlement system (the "**X/N System**") operated by the National Bank of Belgium or any successor thereto (the "**NBB**") (the "**X/N Notes**"), BNPPF has, in addition to the Agency Agreement, also entered into a clearing agreement in respect of Dematerialised Notes (as defined below) with the NBB and the Domiciliary Agent on 13 June 2016 (the "**Dematerialised Notes Clearing Agreement**") and a clearing agreement in respect of X/N Notes that are in bearer form dated on or about 9 June 2017 (the "**Bearer Notes Clearing Agreement**", together with the Dematerialised Notes Clearing Agreement as amended or supplemented from time to time, the "**Clearing Agreements**"). The Noteholders (as defined below), the holders of the coupons (the "**Coupons**") appertaining to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "**Talons**") (the "**Couponholders**") and the holders of the instalment receipts (the "**Receipts**") appertaining to the payment of principal by instalments (the "**Receiptholders**") are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms (or Pricing Supplement, in the case of Exempt Notes) attached to or endorsed on this Note or, in the case of Dematerialised Notes, applicable to such Notes, which complete (or, in the case of a Pricing Supplement, complete, supplement, modify and/or replace, as the case may be) these terms and conditions (the "**Conditions**") (which term shall include one or more of the parts to these terms and conditions containing additional terms and conditions relating to (i) payouts (set out at Part 2 of these Conditions (the "**Payout Conditions**")), (ii) inflation index-linked notes (set out at Part 3 of these Conditions (the "**Inflation Index-**

Linked Note Conditions")), (iii) foreign exchange (FX) rate-linked notes (set out at Part 4 of these Conditions (the "**Foreign Exchange (FX) Rate-Linked Note Conditions**")) or (iv) underlying interest rate-linked notes (set out at Part 5 of these Conditions (the "**Underlying Interest Rate-Linked Note Conditions**" and, together with the Inflation Index-Linked Note Conditions and Foreign Exchange (FX) Rate-Linked Note Conditions, the "**Additional Terms and Conditions**")")) and, in the case of a Note which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive (an "**Exempt Note**"), may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note (such conditions, together with the applicable Final Terms, the "**Terms and Conditions**"). References to the "**applicable Final Terms**" or "**relevant Final Terms**" are, unless otherwise stated, to Part A of the Final Terms (or, in the case of Exempt Notes, Pricing Supplement) (or the relevant provisions thereof) attached to or endorsed on this Note or are, in the case of Dematerialised Notes, applicable to such Notes. These Conditions may be amended, modified, or varied in relation to any Series of Exempt Notes by the terms of the relevant Final Terms in relation to such Series. Without limitation to the generality of these Conditions, Exempt Notes may be issued on a partly-paid, instalment or other basis, where the interest rate, aggregate principal amount and/or other terms may be varied from time to time (as specified in the applicable Final Terms relating thereto).

Copies of the Agency Agreement and the Clearing Agreements are available for inspection at the specified offices of each of the Paying Agents, the Registrar and the Transfer Agents. If the Notes are to be admitted to trading on the regulated market of the Luxembourg Stock Exchange, the applicable Final Terms will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu). If the Notes are to be admitted to trading on the regulated market of the Luxembourg Stock Exchange, the Brussels Stock Exchange and/or the Amsterdam Stock Exchange, the applicable Final Terms will be published at www.bnpparibasfortis.be. If this Note is an Exempt Note, the applicable Pricing Supplement will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of such Notes and identity.

1. Form, Denomination and Title

1.1 Bearer Notes, Registered Notes, Exchangeable Bearer Notes

Notes are issued in (a) bearer form ("**Bearer Notes**", which expression includes Notes which are specified to be Exchangeable Bearer Notes) in the denominations specified in the relevant Final Terms (the "**Specified Denomination(s)**"), (b) in the case of Notes issued by BP2F only, in definitive registered form ("**Registered Notes**") in amounts of the Specified Denomination or an integral multiple thereof ("**Authorised Denominations**") or (c) in the case of Notes issued by BP2F only, in bearer form exchangeable for Registered Notes ("**Exchangeable Bearer Notes**"), in each case, serially numbered.

Bearer Notes are issued with Coupons (and, in the case of Notes which, when issued in definitive form, have more than 27 interest payments remaining, a Talon) attached, save in the case of Notes which do not bear interest in which case references to interest (other than in relation to interest due after the Maturity Date (being the date specified in or determined as specified in the applicable Final Terms)), Coupons and Talons in the Terms and Conditions are not applicable. Any Bearer Note the principal amount of which is redeemable in instalments is issued with one or more Receipts attached.

Title to the Bearer Notes and the Receipts, Coupons and Talons appertaining thereto shall pass by delivery. Except as otherwise required by law, title to the Registered Notes shall pass by registration in the register (the "**Register**") which the relevant Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement.

Except as ordered by a court of competent jurisdiction or required by law, the holder of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as the absolute owner of any such

Note, Receipt, Coupon or Talon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Note, Receipt, Coupon or Talon shall be overdue and notwithstanding any notice of ownership, theft or loss thereof or any writing thereon made by anyone.

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

1.2 Dematerialised Notes

BNPPF may issue notes in dematerialised form in accordance with Article 468 et seq. of the Belgian Company Code ("**Dematerialised Notes**"). The Dematerialised Notes are issued in accordance with Article 468 of the Belgian Company Code. The Dematerialised Notes will be represented by a book-entry in the records of the securities clearing system operated by the NBB or any successor thereto (the "**X/N System**").

Notes issued by BNPPF will be issued in the Specified Denomination specified in the applicable Final Terms and may only be settled through the X/N System in principal amounts equal to that denomination or integral multiples thereof.

The Dematerialised Notes can be held by their holders through the participants in the X/N System, including Euroclear Bank SA/NV ("**Euroclear**"), Clearstream Banking S.A. ("**Clearstream, Luxembourg**"), Monte Titoli SPA and SIX SIS AG and through other financial intermediaries which in turn hold the Dematerialised Notes through Euroclear and Clearstream, Luxembourg or other participants in the X/N System. The Dematerialised Notes are transferred by account transfer. Payments of principal, interest and other sums due under the Dematerialised Notes will be made in accordance with the rules of the X/N System through the NBB. Holders of Dematerialised Notes are entitled to exercise the rights they have, including exercising their voting rights and other associative rights (for purposes of Article 474 of the Belgian Company Code) against BNPPF in accordance with the Terms and Conditions, upon submission of an affidavit drawn up by the NBB, Euroclear, Clearstream Luxembourg or any other participant duly licensed in Belgium to keep dematerialised securities accounts showing their position in the Dematerialised Notes (or the position held by the financial institution through which their Dematerialised Notes are held with the NBB, Euroclear, Clearstream, Luxembourg or such other participant, in which case an affidavit drawn up by the financial institution will also be required.

The person who is for the time being shown in the records of the X/N System or of an approved participant or sub-participant as the holder of a particular principal amount of Dematerialised Notes shall for all purposes be treated by BNPPF and the Domiciliary Agent as the holder of such principal amount of Dematerialised Notes, and the expressions "**Noteholders**" and "**holders**" of Notes and related expressions shall be construed accordingly for all purposes.

The Dematerialised Notes may not be exchanged for Notes in bearer form or for Notes in definitive registered form.

1.3 Clearing system regulations

Notes accepted for clearance through the X/N System are subject to the applicable clearing regulations, including the Belgian law of 6 August 1993 on transactions in certain securities, its implementing Belgian Royal Decrees of 26 May 1994 and 14 June 1994 and the rules of the clearing and its annexes,

as issued or modified by the NBB from time to time (the laws, rules and rules mentioned in this Condition being referred to herein as the "**NBB Clearing System Regulations**").

1.4 Alternative clearing system

Reference to the X/N System, Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer and the Domiciliary Agent.

1.5 Right of third parties

No person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.

2. Exchanges of Bearer Notes and Transfers of Registered Notes

2.1 Exchange of Bearer Notes

Subject as provided in Condition 2.5, Exchangeable Bearer Notes may be exchanged for the same aggregate principal amount of Registered Notes of an Authorised Denomination at the request in writing of the relevant Noteholder and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unmatured Receipts, Coupons and Talons relating to it, at the specified office of the Registrar or any Transfer Agent; **provided, however, that** where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 6.2) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes which are not Exchangeable Bearer Notes may not be exchanged for Registered Notes.

2.2 Transfer of Registered Notes

A Registered Note may be transferred in whole or in part in an Authorised Denomination upon the surrender of the Registered Note to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar or any Transfer Agent. In the case of a transfer of part only of a Registered Note a new Registered Note in respect of the balance not transferred will be issued to the transferor.

2.3 Delivery of new Registered Notes

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

2.4 Exchange free of charge

Exchange of Notes on registration or transfer will be effected without charge by or on behalf of the relevant Issuer, the Registrar or the Transfer Agents, but upon payment (or the giving of such

indemnity as the Registrar or the relevant Transfer Agent may require) in respect of any tax or other governmental charges which may be imposed in relation to it.

2.5 Closed periods

No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for a Registered Note (a) during the period of 15 days ending on the due date for any payment of principal on that Note, (b) during the period of 15 days prior to any date on which Notes may be redeemed by the relevant Issuer at its option pursuant to Condition 5.5 or (c) after any such Note has been drawn for redemption in whole or in part. An Exchangeable Bearer Note called for redemption may, however, be exchanged for a Registered Note which is simultaneously surrendered not later than the relevant Record Date (as defined in Condition 6.2(b) below).

3. Status and Guarantee

The applicable Final Terms will indicate whether the Notes are Senior Notes, Senior Subordinated Notes, Junior Subordinated Notes or Subordinated Tier 2 Notes and whether the Notes have the benefit of the Senior Guarantee, Senior Subordinated Guarantee, Junior Subordinated Guarantee or Subordinated Tier 2 Guarantee (all as defined below).

3.1 Senior Notes

This Condition 3.1 is applicable in relation to Notes issued by the relevant Issuer on an unsubordinated basis (the "**Senior Notes**").

The Senior Notes constitute direct, unconditional, unsubordinated and unsecured and general obligations of the relevant Issuer and rank *pari passu* (subject to mandatorily preferred debts under applicable laws) without any preference among themselves and at least equally and rateably with all other present and future outstanding unsecured and unsubordinated obligations, including guarantees and other obligations of a similar nature of such Issuer.

3.2 Senior Subordinated Notes

This Condition 3.2 is applicable in relation to Notes issued by the relevant Issuer to which both the following conditions apply, namely (a) the Notes have a Maturity Date and (b) the Notes are being issued on a subordinated basis ("**Senior Subordinated Notes**").

The obligations of the relevant Issuer in respect of the Senior Subordinated Notes constitute senior subordinated obligations of such Issuer and rank *pari passu* (subject to mandatorily preferred debts under applicable laws) without any preference among themselves and at least equally and rateably with all other present and future outstanding senior subordinated obligations, including guarantees and other obligations of a similar nature of such Issuer. Accordingly, the liabilities of the relevant Issuer under or pursuant to the Senior Subordinated Notes shall in the event of a *concours de tous les créanciers sur l'ensemble du patrimoine/samenloop van alle schuldeisers op het gheel van het vermogen* (competition between all creditors over all assets (including *faillite/faillissement*) (bankruptcy)) and liquidation *volontaire ou forcée/vrijwillige of gedwongen vereffening* (voluntary or compulsory liquidation) of the relevant Issuer or any other event under Belgian or Luxembourg law having equivalent or similar effect (each a "**Winding Up**") be irrevocably subordinated in right of payment to the claims of the depositors (in the case of BNPPF) and the Senior Creditors and by the holding of Senior Subordinated Notes, the holder thereof irrevocably waives its rights to equal treatment with such depositors (in the case of BNPPF) and Senior Creditors. Accordingly, in any such event, the relevant Issuer shall not be required to satisfy its obligations pursuant to any Senior Subordinated Notes until satisfaction of all indebtedness of such Issuer to the depositors (in the case of BNPPF) and Senior Creditors or the amount necessary for that purpose shall have been deposited

in consignment. For the purposes of this Condition 3.2, "**Senior Creditors**" means all present and future unsubordinated creditors of the relevant Issuer.

3.3 Junior Subordinated Notes

This Condition 3.3 is applicable in relation to Notes issued by the relevant Issuer to which both the following conditions apply, namely (a) the Notes do not have a Maturity Date and (b) the Notes are issued on a subordinated basis ("**Junior Subordinated Notes**").

The obligations of the relevant Issuer in respect of Junior Subordinated Notes constitute direct, unsecured and junior subordinated obligations of such Issuer, conditional as described below, and rank (a) *pari passu* without any preference among themselves and with any other Junior Subordinated Notes and, in the case of BNPPF, the Junior Subordinated Guarantees granted by the Guarantor under Condition 3.6, (b) junior to all present and future unsecured obligations of such Issuer which are or are expressed to be subordinated to the unsecured, unsubordinated obligations of such Issuer but not further or otherwise ("**Senior Subordinated Obligations**"), (c) at least equally and rateably with all other present and future obligations of such Issuer which rank or are expressed to rank junior to the Senior Subordinated Obligations and (d) in priority to the rights and claims of holders of all classes of equity (including holders of preference shares (if any)) issued by such Issuer, subject to mandatory provisions of Belgian law (in the case of Junior Subordinated Notes issued by BNPPF) or the laws of Luxembourg (in the case of Junior Subordinated Notes issued by BP2F).

Claims in respect of the Junior Subordinated Notes are subordinated to the claims of Senior and Subordinated Creditors (as defined below), including holders of Senior Subordinated Notes and, in the case of BNPPF, holders of Senior Subordinated Notes issued by BP2F, in respect of a Senior Subordinated Guarantee granted by the Guarantor, and except in a Winding-Up of the relevant Issuer, payments of principal and interest by the relevant Issuer in respect of Junior Subordinated Notes will be conditional upon such Issuer being solvent at the time of payment by that Issuer and no principal or interest shall be due and payable in respect of Junior Subordinated Notes except to the extent that (assuming a payment was then due by the relevant Issuer) such Issuer could make such payment in whole or in part, rateably with payments in respect of Other *Pari Passu* Claims (as defined below), and still be solvent immediately thereafter. For the purposes of the Terms and Conditions the relevant Issuer shall be solvent if (a) it is able to pay its debts as they fall due and (b) its Assets exceed its Liabilities (in each case as defined below) (other than its Liabilities to persons who are not Senior and Subordinated Creditors). A report as to the solvency of the relevant Issuer by two directors of such Issuer or (if such Issuer is in winding-up, liquidation or bankruptcy) the liquidator of such Issuer, shall in the absence of proven error be treated and accepted by such Issuer, the Noteholders, and the Couponholders and the Receiptholders (if any) as correct and sufficient evidence thereof.

For the purposes of this Condition 3.3, "**Senior and Subordinated Creditors**" means, all creditors of the relevant Issuer (including any holders of Senior Subordinated Notes, in the case of BNPPF, holders of Notes issued by BP2F, in respect of a Senior Subordinated Guarantee granted by the Guarantor, other than creditors whose claims are in respect of: (a) any class of equity (including preference shares), subject to mandatory provisions of Belgian law (in the case of Junior Subordinated Notes issued by BNPPF) or the laws of Luxembourg (in the case of Notes issued by BP2F), or (b) unsecured, subordinated obligations which are or are expressed to be subordinated to the Senior Subordinated Obligations or (c) any other obligations which rank or are expressed to rank either *pari passu* with or junior to the claims of the holders of Junior Subordinated Notes and Coupons and Receipts (if any) appertaining thereto; "**Assets**" means the total assets of the relevant Issuer and "**Liabilities**" means the total liabilities of such Issuer, each as shown by the latest published audited balance sheet of such Issuer but adjusted for contingencies and for subsequent events, all valued in such manner as such directors or liquidator (as the case may be) may determine; and "**Other *Pari Passu* Claims**" means claims of creditors of the relevant Issuer which are subordinated so as to rank or are expressed to rank *pari passu* with the claims of the holders of Junior Subordinated Notes and Coupons and Receipts (if any) appertaining thereto.

If the relevant Issuer would not otherwise be solvent for the purposes of the Terms and Conditions, the amount of the principal and sums which would otherwise be payable as interest on Junior Subordinated Notes will be available to meet the losses of such Issuer.

3.4 Senior Guarantee

This Condition 3.4 is applicable in relation to any Senior Notes issued by BP2F.

The Guarantor has, by the guarantees endorsed on such Senior Notes (the "**Senior Guarantees**"), unconditionally and irrevocably guaranteed the due and punctual payment of all amounts due from BP2F under such Senior Notes and the Receipts and Coupons relating to them (including any additional amounts payable under Condition 7 below), when and as the same shall become due and payable, whether by declaration or acceleration or otherwise.

The Senior Guarantees constitute direct, unconditional, irrevocable, unsubordinated and unsecured obligations of the Guarantor and rank *pari passu* (subject to mandatorily preferred debts under applicable laws) equally and rateably with all other present and future outstanding unsecured and unsubordinated obligations of the Guarantor.

3.5 Senior Subordinated Guarantee

This Condition 3.5 is applicable in relation to any Senior Subordinated Notes issued by BP2F.

The Guarantor has, by the guarantees endorsed on such Senior Subordinated Notes (the "**Senior Subordinated Guarantees**"), unconditionally and irrevocably guaranteed, on a subordinated basis, the due and punctual payment of all amounts due from BP2F under such Senior Subordinated Notes and the Receipts and Coupons relating to them (including any additional amounts payable under Condition 7 below) when and as the same shall become due and payable, whether by declaration or acceleration or otherwise.

As more fully described in the Senior Subordinated Guarantees, the obligations of the Guarantor in respect of the Senior Subordinated Guarantees constitute senior subordinated obligations of the Guarantor. Accordingly, in the events specified in the Senior Subordinated Guarantees, the liabilities of the Guarantor under or pursuant to the Senior Subordinated Guarantees shall not be required to be satisfied until satisfaction of all indebtedness of the Guarantor to the depositors and Senior Creditors or the amount necessary for that purpose shall have been deposited in consignment. As more fully described in the Guarantees, "**Senior Creditors**" means all present and future unsubordinated creditors of the Guarantor.

3.6 Junior Subordinated Guarantee

This Condition 3.6 is applicable in relation to Junior Subordinated Notes issued by BP2F.

The Guarantor has, by guarantees endorsed on such Junior Subordinated Notes (the "**Junior Subordinated Guarantees**" and together with the Senior Guarantees and the Senior Subordinated Guarantees, the "**Guarantees**"), as primary obligor guaranteed, on a subordinated basis, the due and punctual payment of all amounts payable by BP2F on or in respect of such Junior Subordinated Notes and the Receipts and Coupons relating to them (including any additional amounts payable under Condition 7 below) when and as the same shall become due and payable, whether by declaration or acceleration or otherwise.

The Junior Subordinated Guarantees constitute direct, unsecured and junior subordinated obligations of the Guarantor, conditional as described below, and rank (a) *pari passu* without any preference among the other Junior Subordinated Guarantees and the Junior Subordinated Notes, (b) junior to all present and future unsecured obligations of the Guarantor which are or are expressed to be

subordinated to the unsecured, unsubordinated obligations of the Guarantor but not further or otherwise ("**Senior Subordinated Obligations**"), (c) at least equally and rateably with all other present and future obligations of the Guarantor which rank or are expressed to rank junior to the Senior Subordinated Obligations and (d) in priority to the rights and claims of holders of all classes of equity (including holders of preference shares (if any)) issued by the Guarantor, subject to mandatory provisions of Belgian law.

Claims in respect of the Junior Subordinated Guarantees are subordinated to the claims of Senior and Subordinated Creditors (as defined below), including holders of Senior Subordinated Notes issued by BNPPF and holders of Senior Subordinated Notes issued by BP2F in respect of a Senior Subordinated Guarantee granted by the Guarantor, and except in a Winding-Up of the relevant Guarantor, payments of principal and interest by BP2F in respect of such Junior Subordinated Notes will be conditional upon the Guarantor being solvent at the time of payment by BP2F and no principal or interest shall be due and payable in respect of such Junior Subordinated Notes except to the extent that (assuming a payment was then due by the Guarantor) the Guarantor could make such payment in whole or in part, rateably with payments in respect of Other *Pari Passu* Claims (as defined below), and still be solvent immediately thereafter. For the purposes of the Terms and Conditions the Guarantor shall be solvent if (a) it is able to pay its debts as they fall due and (b) its Assets exceed its Liabilities (in each case as defined below) (other than its Liabilities to persons who are not Senior and Subordinated Creditors). A report as to the solvency of the Guarantor by two directors of the Guarantor or (if the Guarantor is in winding-up, liquidation or bankruptcy) the liquidator of the Guarantor, shall in the absence of proven error be treated and accepted by the relevant Issuer, the Guarantor, the Noteholders, and the Couponholders and the Receiptholders (if any) as correct and sufficient evidence thereof.

For the purposes of this Condition 3.6, "**Senior and Subordinated Creditors**" means all creditors of the Guarantor (including any holders of Senior Subordinated Notes issued by BNPPF and holders of Senior Subordinated Notes issued by BP2F in respect of the Senior Subordinated Guarantee granted by the Guarantor) other than creditors whose claims are in respect of: (a) any class of equity (including preference shares), subject to mandatory provisions of Belgian law, or (b) unsecured, subordinated obligations which are or are expressed to be subordinated to the Senior Subordinated Obligations of the Guarantor or (c) any other obligations which rank or are expressed to rank either *pari passu* with or junior to the claims of the holders of Junior Subordinated Notes and Coupons and Receipts (if any) appertaining thereto under the Junior Subordinated Guarantees; "**Assets**" means the total assets of the Guarantor and "**Liabilities**" means the total liabilities of the Guarantor, each as shown by the latest published audited balance sheet of the Guarantor but adjusted for contingencies and for subsequent events, all valued in such manner as such directors or liquidator (as the case may be) may determine; and "**Other *Pari Passu* Claims**" means claims of creditors of the Guarantor which are subordinated so as to rank or are expressed to rank *pari passu* with the claims of the holders of Junior Subordinated Notes and Coupons and Receipts (if any) appertaining thereto under the Junior Subordinated Guarantees.

If the Guarantor would not otherwise be solvent for the purposes of the Terms and Conditions, the amount of the principal and sums which would otherwise be payable as interest on Junior Subordinated Notes will be available to meet the losses of the Guarantor.

3.7 Subordinated Tier 2 Notes

This Condition 3.7 is applicable in relation to Subordinated Tier 2 Notes.

(a) Status

The Subordinated Tier 2 Notes (being any Series of Notes the Final Terms in respect of which specify their status as Subordinated Tier 2 Notes) constitute direct, unconditional and unsecured obligations of the relevant Issuer and rank *pari passu* (subject to any mandatorily preferred debts under applicable laws) without any preference among themselves and with

any other Subordinated Tier 2 Notes. The rights and claims of the Noteholder in respect of the Subordinated Tier 2 Notes are subordinated in the manner as provided in Condition 3.7(b) below.

(b) Subordination

In the event of an order being made, or an effective resolution being passed, for the liquidation, dissolution or winding-up of the Issuer by reason of bankruptcy or otherwise (except, in any such case, a solvent liquidation, dissolution or winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of such Issuer or substitution in place of such Issuer or a successor in the business of such Issuer), the rights and claims of the holders of the Subordinated Tier 2 Notes in respect of or arising under (including any damages awarded for the breach of any obligation under) the Subordinated Tier 2 Notes shall, subject to any obligations which are mandatorily preferred by law, rank (a) junior to the claims of all the Senior Creditors of the relevant Issuer, (b) in respect of Subordinated Tier 2 Notes issued by BNPPF, at least *pari passu* with the claims of holders of all obligations of BNPPF which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 2 Capital of BNPPF and (c) senior to (i) the claims of holders of all share capital of the relevant Issuer, (ii) in respect of Subordinated Tier 2 Notes issued by BNPPF, the claims of holders of all obligations of BNPPF which constitute Tier 1 Capital of BNPPF and (iii) the claims of holders of all obligations of the relevant Issuer which are or are expressed to be subordinated to the Subordinated Tier 2 Notes.

For the purposes of this Condition 3.7:

"**Senior Creditors**" means creditors of the relevant Issuer whose claims are in respect of obligations which are unsubordinated (including, for the avoidance of doubt, holders of Senior Notes) or, in respect of Subordinated Tier 2 Notes issued by BNPPF, which otherwise rank, or are expressed to rank, senior to obligations (including Subordinated Tier 2 Notes) which constitute Tier 1 Capital or Tier 2 Capital of BNPPF.

For purposes of this Condition 3.7 and Condition 3.8:

"**Applicable Banking Regulations**" means, at any time, the laws, regulations, guidelines and policies of the Relevant Regulator (as defined in Condition 5.10), or the European Parliament and Council then in effect in Belgium, relating to capital adequacy and applicable to BNPPF at such time (and, for the avoidance of doubt, including the rules contained in, or implementing, CRD IV).

"**CRD IV**" means, taken together, (i) the Capital Requirements Directive and (ii) the Capital Requirements Regulation and (iii) any Future Capital Instruments Regulations.

"**Capital Requirements Directive**" means Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as amended or replaced from time to time.

"**Capital Requirements Regulation**" means Regulation (EU) n° 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) n° 648/2012, as amended or replaced from time to time.

"**Future Capital Instruments Regulations**" means any further Applicable Banking Regulations that come into effect after the Issue Date and which prescribe (alone or in conjunction with other rules or regulations) the requirements to be fulfilled by financial

instruments for their inclusion in the regulatory capital of BNPPF to the extent required by (i) the Capital Requirements Regulation or (ii) the Capital Requirements Directive.

"**Tier 1 Capital**" and "**Tier 2 Capital**" have the respective meanings given to such terms in the Applicable Banking Regulations from time to time.

(c) Set-off

Except where prohibited by law, or if 'Waiver of Set-Off' is specified as not applicable in the applicable Final Terms, no holder of a Subordinated Tier 2 Note may exercise or claim any right of set-off in respect of any amount owed to it by the relevant Issuer arising under or in connection with the Subordinated Tier 2 Notes and each holder of a Subordinated Tier 2 Note shall, by virtue of his subscription, purchase or holding of any Subordinated Tier 2 Note, be deemed to have waived all such rights of set-off.

3.8 Subordinated Tier 2 Notes Guarantee

This Condition 3.8 is applicable in relation to Subordinated Tier 2 Notes issued by BP2F.

The Guarantor has, by guarantees endorsed on such Subordinated Tier 2 Notes (the "**Subordinated Tier 2 Guarantees**"), as primary obligor guaranteed, on a subordinated basis, the due and punctual payment of all amounts payable by BP2F on or in respect of such Subordinated Tier 2 Notes and the Receipts and Coupons relating to them (including any additional amounts payable under Condition 7 below) when and as the same shall become due and payable, whether by declaration or acceleration or otherwise.

In the event of an order being made, or an effective resolution being passed, for the liquidation, dissolution or winding-up of the Guarantor by reason of bankruptcy (*faillissement/faillite*) or otherwise (except, in any such case, a solvent liquidation, dissolution or winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of the Guarantor or substitution in place of the Guarantor or a successor in the business of the Guarantor), the rights and claims of the holders of the Subordinated Tier 2 Notes in respect of or arising under (including any damages awarded for the breach of any obligation under) the Subordinated Tier 2 Guarantees shall, subject to any obligations which are mandatorily preferred by law, rank (a) junior to the claims of all the Senior Creditors of the Guarantor, (b) at least pari passu with the claims of holders of all obligations of the Guarantor which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 2 Capital of the Guarantor and (c) senior to (i) the claims of holders of all share capital of the Guarantor, (ii) the claims of holders of all obligations of the Guarantor which constitute Tier 1 Capital of the Guarantor and (iii) the claims of holders of all obligations of the Guarantor which are or are expressed to be subordinated to the Subordinated Tier 2 Notes.

For purposes of this Condition 3.8 "**Senior Creditors**" means creditors of the Guarantor whose claims are in respect of obligations which are unsubordinated (including, for the avoidance of doubt, holders of Senior Notes) or which otherwise rank, or are expressed to rank, senior to obligations (including Subordinated Tier 2 Notes) which constitute Tier 1 Capital or Tier 2 Capital of the Guarantor.

4. Interest

The applicable Final Terms will indicate whether the Notes are Fixed Rate Notes ("**Fixed Rate Notes**"), Floating Rate Notes ("**Floating Rate Notes**"), Zero Coupon Notes ("**Zero Coupon Notes**"), Inflation Index-Linked Interest Notes ("**Inflation Index-Linked Interest Notes**"), Foreign Exchange (FX) Rate-Linked Interest Notes ("**Foreign Exchange (FX) Rate-Linked Interest Notes**"), Underlying Interest Rate-Linked Interest Notes ("**Underlying Interest Rate-Linked Interest Notes**"), Dual Currency Interest Notes ("**Dual Currency Interest Notes**") and/or, in the case of Exempt Notes, whether a different interest basis applies. The length of interest periods, and the rate

of interest in respect thereof, may differ from the length, and the rate of interest in respect of subsequent or, as the case may be, preceding interest periods.

This Condition 4 applies to Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Inflation Index-Linked Interest Notes, Foreign Exchange (FX) Rate-Linked Interest Notes, Underlying Interest Rate-Linked Interest Notes and Dual Currency Interest Notes. Conditions 4.1, 4.2, 4.6, 4.7, 4.8, 4.9 and 4.10 apply to Fixed Rate Notes, Floating Rate Notes, Inflation Index-Linked Interest Notes, Foreign Exchange (FX) Rate-Linked Interest Notes, Underlying Interest Rate-Linked Interest Notes and, if specified in the applicable Final Terms, Dual Currency Interest Notes. Condition 4.3 applies solely to Fixed Rate Notes and if specified in the applicable Final Terms Dual Currency Interest Notes. Conditions 4.4 and 4.5 apply solely to Floating Rate Notes and if specified in the applicable Final Terms Dual Currency Interest Notes. Condition 4.11 applies solely to Zero Coupon Notes and if specified in the applicable Final Terms Dual Currency Interest Notes. Condition 4.12 applies to Inflation Index-Linked Interest Notes, Foreign Exchange (FX) Rate-Linked Interest Notes and Underlying Interest Rate-Linked Interest Notes. Condition 4.14 applies solely to Dual Currency Interest Notes.

The applicable Final Terms contains provisions applicable to the determination of interest and must be read in conjunction with this Condition 4 for full information on the manner in which interest is calculated. In particular, the applicable Final Terms will specify, (a) in respect of Fixed Rate Notes, the Fixed Coupon Amount, any applicable Broken Amount, the Calculation Amount, the Day Count Fraction, the Interest Rate(s), the Interest Commencement Date, the Interest Payment Date(s), the Maturity Date, any applicable Business Day Convention and Additional Business Centre(s) and (b) in respect of Floating Rate Notes, the Margin, any Spread or Spread Multiplier, the Day Count Fraction, the Interest Commencement Date, any Interest Payment Date(s), any Interest Period Dates, the Business Day Convention, any Additional Business Centres, whether ISDA Determination or Screen Rate Determination applies to the calculation of interest and the Reference Banks. Where ISDA Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date. Where Screen Rate Determination applies to the calculation of interest, the applicable Final Terms will also specify whether the Primary Source for Interest Rate Quotation is a Relevant Screen Page or Reference Banks and the applicable Benchmark, Interest Determination Date(s), the Relevant Financial Centre(s) and Relevant Screen Page, (c) and in respect of Zero Coupon Notes, the Amortisation Yield, the Reference Price and the applicable Day Count Fraction.

In the case of Inflation Index-Linked Interest Notes, the applicable Final Terms will set out, among other things, the relevant Index and Index Sponsor, any Related Bond and relevant Determination Dates, the Interest Rate, the Calculation Amount, relevant Interest Payment Dates, the Day Count Fraction and the Business Day Convention.

In the case of Foreign Exchange (FX) Rate-Linked Interest Notes, the applicable Final Terms will set out, among other things, the relevant Base Currency, any Subject Currencies, any applicable Weighting, the Interest Rate, the Calculation Amount, relevant Interest Payment Dates, the Day Count Fraction and the Business Day Convention.

In the case of Underlying Interest Rate-Linked Interest Notes, the applicable Final Terms will set out, among other things, the Underlying Interest Rate Determination Dates, whether ISDA Determination or Screen Rate Determination applies to the Underlying Interest Rate and, (a) where ISDA Determination applies the applicable Floating Rate Option, Designated Maturity and Reset Date or (b) where Screen Rate Determination applies, whether the Primary Source for the Interest Rate Quotation is a Relevant Screen Page (Underlying) or Underlying Reference Bank, the Interest Rate, the Calculation Amount, relevant Interest Payment Dates, the Day Count Fraction and the Business Day Convention.

In the case of Dual Currency Interest Notes, the applicable Final Terms will set out, among other things, the Specified Exchange Rate or the sources from which the Settlement Currency Exchange Rate will be determined.

4.1 Accrual of interest

Each Note bears interest on its outstanding principal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Interest Rate payable (subject, in the case of Junior Subordinated Notes, to Condition 3.3 and 3.6, if such Notes have the benefit of a Junior Subordinated Guarantee) in arrear on each Interest Payment Date provided (in the case of Junior Subordinated Notes) that such date is a Compulsory Interest Payment Date (as defined below) in which case interest shall be payable in respect of the interest accrued in respect of the Interest Period (as defined below) ending on the day immediately preceding such date.

In the case of Junior Subordinated Notes, on any Optional Interest Payment Date (as defined below) there may be paid (if the relevant Issuer or the Guarantor, as the case may be, so elects but subject to Condition 3.3 and 3.6, if such Notes have the benefit of a Junior Subordinated Guarantee) the interest accrued in respect of the Interest Period ending on the day immediately preceding such date but the relevant Issuer or the Guarantor, as the case may be, shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the relevant Issuer or (where such Issuer is BP2F) the Guarantor for any purpose. Any interest not paid in respect of Junior Subordinated Notes on an Optional Interest Payment Date shall, so long as the same remains unpaid, constitute "**Arrears of Interest**" which term shall include interest on such unpaid interest as referred to below. Arrears of Interest may at the option of the relevant Issuer or the Guarantor as the case may be, be paid in whole or in part at any time upon the expiration of not less than seven days' notice to such effect given to the Noteholders in accordance with Condition 13, but all Arrears of Interest on all Notes outstanding shall (subject to Condition 3.3 and 3.6, if the Notes have the benefit of a Junior Subordinated Guarantee) become due in full on whichever is the earliest of (a) the Interest Payment Date immediately following the date upon which a dividend is next declared or paid on any class of share capital of BP2F or the Guarantor (as the case may be), (b) the date set for any redemption pursuant to Condition 5.2 or 5.5 and (c) the date that an order is made or an effective resolution is passed for the winding-up, liquidation or bankruptcy of BP2F or the Guarantor (as the case may be). If notice is given by the relevant Issuer or the Guarantor, as the case may be, of its intention to pay the whole or part of Arrears of Interest, the relevant Issuer shall be obliged (subject to Condition 3.3 or 3.6, as the case may be,) to do so upon the expiration of such notice. Where Arrears of Interest are paid in part, each such payment shall be applied in or towards satisfaction of the full amount of the Arrears of Interest accrued in respect of the earliest Interest Period in respect of which Arrears of Interest have accrued and have not been paid in full. Arrears of Interest shall bear interest at the rate applicable to the Notes for the relevant period.

Interest will cease to accrue on each Note on the due date for redemption unless such Note is redeemed early. If such Note is redeemed early (a) if the applicable Final Terms specify that Accrual to Redemption is applicable, interest will cease to accrue on the due date for redemption or (b) if the applicable Final Terms specify that Accrual to Redemption is not applicable, no interest shall accrue or be payable in respect of which the relevant Interest Payment Date has not occurred on or prior to the due date for redemption of such Note. If upon due presentation or, in respect of Dematerialised Notes, on the relevant due date for redemption, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the Interest Rate for the Interest Period ending immediately prior to the relevant date of redemption in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 7).

4.2 Business Day Convention

If any date which is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Relevant Business Day (as defined below),

then, if the convention (the "**Business Day Convention**") specified is (a) the Floating Rate Convention, such date shall be postponed to the next day which is a Relevant Business Day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding Relevant Business Day and (ii) each subsequent such date shall be the last Relevant Business Day of the month in which such date would have fallen had it not been subject to adjustment, (b) the Following Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day, (c) the Modified Following Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Relevant Business Day or (d) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Relevant Business Day.

4.3 Interest Rate on Fixed Rate Notes

If the Interest Rate is specified as being Fixed Rate and unless, in the case of Exempt Notes only, otherwise specified in the relevant Final Terms, the amount of interest payable in respect of each Note for any Interest Period shall be the relevant "**Fixed Coupon Amount**" (converted into the Settlement Currency as provided in Condition 4.14 in the case of Dual Currency Interest Notes) and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination (converted into the Settlement Currency as provided in Condition 4.14 in the case of Dual Currency Interest Notes).

4.4 Interest Rate on Floating Rate Notes – Screen Rate Determination

If the Interest Rate or Rate is specified as being Floating Rate and Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Interest Rate or Rate is to be determined, the Interest Rate or Rate, as the case may be, will be determined by the Calculation Agent on the basis of the following provisions:

(a) at or about the Relevant Time on the Interest Determination Date in respect of each Interest Accrual Period, the Calculation Agent will:

(i) in the case of Notes which specify that the Primary Source for Interest Rate Quotations is Relevant Screen Page, determine the Interest Rate or Rate for each Interest Accrual Period which shall, subject as provided below, be (x) the Relevant Rate (as defined below) so appearing in or on the specified page, section or other part of the specified information service (the "**Relevant Screen Page**") (or such replacement on that service which displays the information) (where such Relevant Rate is a composite quotation or interest rate per annum or is customarily supplied by one entity) or (y) the arithmetic mean (rounded, if necessary, to the next higher one-hundred thousandth of a percentage point) of the Relevant Rates of the persons at the time whose quotations so appear in or on that page, section or other part of such information service as aforesaid, in any such case in respect of euro-currency deposits in the relevant currency for a period equal to the Specified Duration (as defined below) and as adjusted by the Spread or Spread Multiplier (if any) or by the Maximum Interest Rate or Minimum Interest Rate (all as specified in the relevant Final Terms); and

(ii) in the case of Notes which specify that the Primary Source for Interest Rate Quotations is Reference Banks and in the case of Notes falling within paragraph (a)(i) above but in respect of which no Relevant Rate appears at or about such Relevant Time or, as the case may be, which are to be determined by reference to quotations of persons appearing in or on the relevant page, section or other part of such information service as aforesaid but in respect of which less than two Relevant Rates appear at or about such Relevant Time, request the principal offices in the Relevant Financial Centre (or, in the case of Notes denominated in euro, the principal offices in the euro-zone selected by the Calculation

Agent) of each of the Reference Banks specified on such Notes (or, as the case may be, any substitute Reference Bank appointed from time to time pursuant to Condition 4.9 below) to provide the Calculation Agent with its Relevant Rate quoted to leading banks for euro-currency deposits in the relevant currency for a period equivalent to the Specified Duration. Where this paragraph (a)(ii) shall apply, the Interest Rate for the relevant Interest Accrual Period shall, subject as provided below, be the arithmetic mean (rounded, if necessary, to the next higher one-hundred thousandth of a percentage point) of such Relevant Rates as adjusted by the Spread or Spread Multiplier (if any) or by the Maximum Interest Rate or Minimum Interest Rate, as calculated by the Calculation Agent.

(b) if, at or about the Relevant Time on any Interest Determination Date where the Interest Rate or Rate falls to be determined pursuant to paragraph (a)(ii) in respect of a Note, two or three only of such Reference Banks provide such relevant quotations, the Interest Rate or Rate, as the case may be, for the relevant Interest Accrual Period shall, subject as provided below, be determined as aforesaid on the basis of the Relevant Rates quoted by such Reference Banks.

(c) if, at or about the Relevant Time on any Interest Determination Date where the Interest Rate or Rate falls to be determined pursuant to paragraph (a)(ii), only one or none of such Reference Banks provide such Relevant Rates, the Interest Rate or Rate, as the case may be, for the relevant Interest Accrual Period shall be, subject as provided below, whichever is the higher of:

(i) the Interest Rate or Rate, as the case may be, in effect for the last preceding Interest Accrual Period to which paragraphs (a)(i) or (ii) or (b) above shall have applied (after readjustment for any difference between any Spread or Spread Multiplier applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period); and

(ii) the rate per annum (expressed as a percentage) which the Calculation Agent determines to be the arithmetic mean (rounded, if necessary, to the next higher one-hundred thousandth of a percentage point) of the Relevant Rates in respect of the relevant currency which banks in the principal financial centre of the country of such currency (or, in the case of Notes denominated in euro, in such financial centre or centres in the euro-zone selected by the Calculation Agent) selected by the Calculation Agent (after consultation with the relevant Issuer and (in the case of Notes issued by BP2F) the Guarantor) are quoting at or about the Relevant Time on the relevant Interest Determination Date for a period equivalent to the Specified Duration to leading banks carrying on business in that principal financial centre (or, in the case of Notes denominated in euro, in such financial centre or centres in the euro-zone selected by the Calculation Agent), as adjusted by the Spread or Spread Multiplier (if any) except that, if the banks so selected by the Calculation Agent are not quoting as aforesaid, the Interest Rate shall be the Interest Rate specified in paragraph (c)(i) above, except that, if the Calculation Agent determines that the failure to provide such Relevant Rates is due to the discontinuation of the relevant Benchmark, then the Interest Rate or Rate will be determined in accordance with paragraph (d) below.

(d) If the Calculation Agent determines at any time prior to any Interest Determination Date, that the Benchmark has been discontinued, the Calculation Agent will use, as a substitute for the Benchmark, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction of the Specified Currency that is consistent with industry accepted standards, provided that if the Calculation Agent notifies the Issuer that it is unable to determine such an alternative, the Calculation Agent will as soon as reasonably practicable (and in any event before the business day prior to the applicable Interest Determination Date) appoint an agent (the "**Benchmark Determination Agent**"), which will determine whether a substitute or

successor rate, which is substantially comparable to the Benchmark, is available for the purpose of determining the Interest Rate or Rate on each Interest Determination Date falling on or after the date of such determination. If the Benchmark Determination Agent determines that there is an industry accepted successor rate, the Benchmark Determination Agent will notify the Issuer of such successor rate to be used by the Calculation Agent to determine the Interest Rate or Rate.

If the Benchmark Determination Agent or the Calculation Agent, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the "**Replacement Benchmark**"), for the purpose of determining the Interest Rate or Rate on each Interest Determination Date falling on or after such determination:

(i) the Benchmark Determination Agent or the Calculation Agent, as applicable, will also determine the changes (if any) required to the applicable Business Day Convention, the definition of Business Day, the Interest Determination Date, the Day Count Fraction, and any method for obtaining the Replacement Benchmark, including any adjustment needed to make such Replacement Benchmark comparable to the Benchmark, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Benchmark;

(ii) references to the Benchmark in these Conditions will be deemed to be references to the relevant Replacement Benchmark, including any alternative method for determining such rate as described in (A) above;

(iii) the Benchmark Determination Agent or the Calculation Agent, as applicable, will notify the Issuer of the Replacement Benchmark, and the details described in (A) above, as soon as reasonably practicable; and

(iv) the Issuer will give notice to the Noteholders in accordance with Condition 13 (*Notices*), the Principal Paying Agent and the Calculation Agent of the Replacement Benchmark, and the details described in (A) above as soon as reasonably practicable but in any event no later than 5:00 p.m. (London time) on the business day prior to the applicable Interest Determination Date.

The determination of the Replacement Benchmark and the other matters referred to above by the Benchmark Determination Agent or the Calculation Agent, as applicable, will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent, the Principal Paying Agent and the Noteholders, unless the Issuer, the Calculation Agent or the Benchmark Determination Agent determines at a later date that the Replacement Benchmark is no longer substantially comparable to the Benchmark or does not constitute an industry accepted successor rate, in which case the Calculation Agent shall appoint or re-appoint a Benchmark Determination Agent, as the case may be (which may or may not be the same entity as the original Benchmark Determination Agent or the Calculation Agent) for the purpose of confirming the Replacement Benchmark or determining a substitute Replacement Benchmark in an identical manner as described in this paragraph (d). If the Replacement Benchmark Determination Agent or the Calculation Agent, as applicable, is unable to or otherwise does not determine a substitute Replacement Benchmark, then the Replacement Benchmark will remain unchanged.

The Benchmark Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Settlement Currency as appointed by the Issuer, (y) the Issuer or (z) an affiliate of the Issuer.

4.5 ISDA Determination for Floating Rate Notes

If the Interest Rate or Rate is specified as being Floating Rate and ISDA Determination is specified in the applicable Final Terms as the manner in which the Interest Rate or Rate is to be determined, the Interest Rate or Rate, as the case may be, for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this Condition 4.5, "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating ISDA Definitions and under which:

(a) the Floating Rate Option is as specified in the applicable Final Terms;

(b) the Designated Maturity is a period specified in the applicable Final Terms; and

(c) the relevant Reset Date is the day specified in the applicable Final Terms,

provided, however, that if the application of the above provisions does not result in the determination of an ISDA Rate for any Interest Period, then the ISDA Rate for such Interest Period shall be equal to the ISDA Rate last determined in relation to the Notes without recourse to the provisions of this proviso.

For the purposes of this Condition 4.5, "**Floating Rate**", "**Calculation Agent**" for a swap transaction, "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

4.6 Minimum/Maximum Interest Rates, Spreads and Spread Multipliers

If any figure is expressed to be as adjusted by a Spread or Spread Multiplier, such adjustment shall be made by adding or subtracting any Spread specified in the relevant Final Terms or multiplying by any Spread Multiplier specified in such Final Terms, subject always to the next paragraph.

If a Maximum or Minimum Interest Rate is specified in such Final Terms, then the Interest Rate shall in no event exceed the maximum or be less than the minimum.

If a Maximum or Minimum Interest Rate is specified in such Final Terms, then the Rate shall in no event exceed the maximum or be less than the minimum.

Unless otherwise specified in the applicable Final Terms, the Minimum Interest Rate shall be deemed to be zero.

4.7 Calculation

The amount of interest payable in respect of any Note for any period for which a Fixed Coupon Amount is not specified or not applicable shall be calculated by multiplying the product of the Interest Rate and the Calculation Amount of such Note by the Day Count Fraction and rounding, if necessary, the resultant figure to the nearest minimum unit of the Specified Currency (half of such unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount and, in the case of Dual Currency Interest Notes, converting the resulting figure into the Settlement Currency as provided in Condition 4.14. For this purpose a "**minimum unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent. Where any Interest Period comprises two or more Interest Accrual

Periods, the amount of interest payable in respect of such Interest Period will be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.

4.8 Determination and Publication of Interest Rate, Rate and Interest Amounts by the Calculation Agent

The Calculation Agent will, as soon as practicable or (in the case of Floating Rate Notes) as soon as practicable after the Relevant Time on each Interest Determination Date, determine the Interest Rate and/or Rate, as the case may be, and calculate the amount of interest payable (the "Interest Amounts") in respect of each Specified Denomination of the Notes (in the case of Bearer Notes and Dematerialised Notes) and the minimum Specified Denomination (in the case of Registered Notes) for the relevant Interest Accrual Period or Interest Period, as the case may be, and cause the Interest Rate and the Interest Amounts for each Interest Period and the relevant Interest Payment Date to be notified to the Principal Paying Agent, the relevant Issuer, the Guarantor, the Registrar, the Domiciliary Agent (if applicable), each of the Paying Agents, any competent authority, stock exchange and/or quotation system on which the Notes are admitted to listing, trading and/or quotation and the Noteholders as soon as possible after their determination but in no event later than the fourth Relevant Business Day thereafter. The Interest Amounts and the Interest Payment Date so published may subsequently be amended by the Calculation Agent in the event of an extension or shortening of the Interest Period. In such case, the Interest Amount will be recalculated using the same Interest Rate and making such calculation on the same basis as for the original calculation, but for such longer or shorter Interest Period, and notice of any such change will be given to the Noteholders. If the Notes become due and payable under Condition 9, the accrued interest, the Interest Rate payable and/or the Rate in respect of the Notes shall nevertheless continue to be calculated as previously by the Calculation Agent in accordance with this Condition but no publication of the Interest Rate or the Interest Amount so calculated need be made. The determination of the Interest Rate and/or Rate and the Interest Amounts by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.

4.9 Calculation Agent and Reference Banks

The relevant Issuer will procure that there shall at all times be four Reference Banks with offices in the Relevant Financial Centre (or, in the case of Notes denominated in euro, in the financial centre or centres selected by the relevant Issuer) and a Calculation Agent if provision is made for them in the Terms and Conditions applicable to such Notes and for so long as it is outstanding. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Calculation Agent will appoint another Reference Bank with an office in the Relevant Financial Centre (or, in the case of Notes denominated in euro, in the financial centre or centres in the euro-zone) to act as such in its place. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Interest Rate or Rate for any Interest Period or to calculate the Interest Amounts, the relevant Issuer will appoint the London office of a leading bank engaged in the London interbank market to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

4.10 Definitions

As used in these Conditions and the Additional Terms and Conditions:

"**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms.

"**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.

"**Benchmark**" means either the London interbank offered rate ("**LIBOR**"), the Euro-zone interbank offered rate ("**EURIBOR**"), London interbank bid rate ("**LIBID**") or London inter-bank mean rate ("**LIMEAN**"), as specified in the relevant Final Terms.

"**Business Day**" means a Relevant Business Day or, if different for any purpose, as specified in the Final Terms.

"**Calculation Amount**" has the meaning given in the relevant Final Terms.

"**Compulsory Interest Payment Date**" means any Interest Payment Date if, in the calendar year immediately preceding such Interest Payment Date, any dividend has been declared or paid on any class of share capital of the Guarantor and if the Guarantor is solvent.

"**Currency - Reference Dealers Determination**" means that, if applicable, the Settlement Currency Exchange Rate for a Settlement Currency Exchange Rate Observation Date will be determined on the basis of quotations provided by Reference Dealers on that Settlement Currency Exchange Rate Observation Date for a transaction between the currencies and at the time in each case specified in the applicable Final Terms on such day. The Calculation Agent will request each of the Reference Dealers to provide a firm quotation of its Settlement Currency Exchange Rate for a transaction where the amount of Settlement Currency equals the amount of the Specified Currency. If four quotations are provided, the rate for a Settlement Currency Exchange Rate Observation Date will be the arithmetic mean of the quotations provided, without taking into account the quotations having the highest and lowest value. If exactly three quotations are provided, the rate for a Settlement Currency Exchange Rate Observation Date will be the quotation provided by the Reference Dealer that remains after disregarding the quotations having the highest and lowest values. For these purposes, if more than one quotation has the same highest value or lowest value, then one of such quotations shall be disregarded. If exactly two quotations are provided, the rate for a Settlement Currency Exchange Rate Observation Date will be the arithmetic mean of the quotations received. If only one quotation is provided, the rate for a Settlement Currency Exchange Rate Observation Date will be the rate quoted by that Reference Dealer. If no such quotations are received by the Calculation Agent, any such rate of exchange will be determined by the Calculation Agent by reference to such other sources as it, having taken into account any relevant market practice, considers to be appropriate.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in the Terms and Conditions or the applicable Final Terms:

(a) if "**Actual/Actual (ICMA)**" is so specified:

(i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(ii) where the Calculation Period is longer than one Regular Period, the sum of:

(A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) the actually number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

(b) if "**Actual/Actual**" is so specified, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(c) if "**Actual/365 (Fixed)**" is so specified, the actual number of days in the Calculation Period divided by 365;

(d) if "**Actual/360**" is so specified, the actual number of days in the Calculation Period divided by 360;

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

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

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

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

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

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

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

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30; and

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

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

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

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

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

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

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

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

"**euro**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

"**euro-zone**" means the region comprising the member states of the European Union which adopt or have adopted the euro as their lawful currency in accordance with the Treaty establishing the European Communities, as amended.

"**Interest Accrual Period**" means the period beginning on and including the Interest Commencement Date and ending on but excluding the first Interest Period Date and each successive period beginning on and including an Interest Period Date and ending on but excluding the next succeeding Interest Period Date or such other period as may be specified in the applicable Final Terms.

"**Interest Commencement Date**" means the Issue Date of the relevant Notes or such other date as may be specified in the applicable Final Terms.

"**Interest Determination Date**" means, in respect of any Interest Accrual Period, that number of Relevant Business Days prior to the first day of such Interest Accrual Period or to the relevant Interest Payment Date as is set out in the relevant Final Terms.

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

(a) as the same may be adjusted in accordance with the relevant Business Day Convention; or

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

"**Interest Period**" means the period beginning on the Interest Commencement Date and ending on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date. For the avoidance of doubt, the Interest Accrual Periods relating to an Interest Period shall be each such Interest Accrual Period ending during such Interest Period.

"**Interest Period Date**" means each Interest Payment Date or the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms and if so specified, as the same, may be adjusted in accordance with the relevant Business Day Convention.

"**Interest Rate**" means the rate of interest payable from time to time in respect of the relevant Notes and which is either specified, or calculated in accordance with the provisions, of such Notes.

"**ISDA Definitions**" means the 2006 ISDA definitions as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of Notes.

"**Luxembourg Regulated Market**" means the regulated market of the Luxembourg Stock Exchange.

"**Optional Interest Payment Date**" means any Interest Payment Date other than a Compulsory Interest Payment Date.

"**Price Source Materiality Event**" means that, in respect of the determination of any Settlement Currency Exchange Rate, the Calculation Agent determines that the rate derived at the relevant time from the source specified in the Final Terms differs from the rate that would be derived at the relevant time from a source that the Calculation Agent deems, having taken into account any relevant market practice, to be equivalent, by more than 3 per cent.

"**Reference Dealers**" means the reference dealers specified in the applicable Final Terms or, if no such reference dealers are specified, four leading dealers in the relevant currencies selected by the Calculation Agent.

"**Regular Period**" means:

(a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

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

(c) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where

"**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

"**Relevant Business Day**" means:

(a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Additional Business Centre (other than TARGET2) specified in the applicable Final Terms;

(b) if "TARGET2", "TARGET" or "TARGET Settlement Day" is specified as an Additional Business Centre in the applicable Final Terms, a TARGET Settlement Day; and

(c) either (1) in the case of a payment in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Settlement Currency (which if the Settlement

Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in the case of a payment in euro, a TARGET Settlement Day.

"**Relevant Financial Centre(s)**" means London or such other financial centre as may be specified on such Note.

"**Relevant Rate**" means:

(a) an offered rate, in the case of a Note the Benchmark for which relates to an offered rate;

(b) a bid rate, in the case of a Note the Benchmark for which relates to a bid rate; and

(c) the mean of an offered and bid rate, in the case of a Note the Benchmark for which relates to the mean of an offered and bid rate.

"**Relevant Time**" means the local time in the Relevant Financial Centre specified in the relevant Final Terms or, if none is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the relevant currency in the interbank market in that Relevant Financial Centre.

"**Settlement Currency**" means the currency specified as such in the applicable Final Terms or, if no such currency is specified, the Specified Currency.

"**Settlement Currency Exchange Rate**" means in respect of a Settlement Currency Exchange Rate Observation Date, the rate of exchange (including any rates of exchange pursuant to which the relevant rate of exchange is derived) between the currencies and from the source(s) and at the time in each case specified in the applicable Final Terms on such day, as determined by the Calculation Agent, **provided that** if any source specified in the applicable Final Terms is not available or the Calculation Agent determines that there has been a Price Source Materiality Event, any such rate of exchange will be determined by the Calculation Agent using Currency - Reference Dealers Determination.

"**Settlement Currency Exchange Rate Observation Date**" means the date falling the number of Business Days specified in the applicable Final Terms prior to the relevant scheduled payment date in respect of the Notes.

"**Specified Currency**" means the currency in which the Notes are denominated, as specified in the applicable Final Terms.

"**Specified Duration**" means the Interest Accrual Period.

"**Specified Exchange Rate**" means the rate of exchange specified as such in the applicable Final Terms.

"**Trade Date**" means the date specified as Trade Date in the applicable Final Terms, and where no Trade Date is specified in the applicable Final Terms, the Trade Date shall be the Issue Date of the first Tranche of Notes.

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

"**TARGET Settlement Day**" means any day on which TARGET2 is open for the settlements of payment in euro.

4.11 Interest Rate on Zero Coupon Notes

Where a Note the Interest Rate of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note as determined in accordance with Condition 5.4(b). As from the Maturity Date, the Interest Rate for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield shown on such Note (or as specified in the applicable Final Terms).

4.12 Interest Rate on Inflation Index-Linked Interest Notes, Foreign Exchange (FX) Rate-Linked Interest Notes and Underlying Interest Rate-Linked Interest Notes

If the Inflation Index-Linked Note Conditions, the Foreign Exchange (FX) Rate-Linked Note Conditions and/or the Underlying Interest Rate-Linked Note Conditions are specified in the relevant Final Terms as being applicable, the Interest Rate and/or Rate applicable to the Notes for each Interest Period will be determined in accordance with the Payout Conditions and the Inflation Index-Linked Note Conditions, the Foreign Exchange (FX) Rate-Linked Note Conditions and/or the Underlying Interest Rate-Linked Note Conditions (as the case may be) in the manner specified in the relevant Final Terms.

4.13 Calculations in respect of Exempt Notes

The rate or amount of interest payable in respect of Exempt Notes will be determined in the manner specified in the applicable Pricing Supplement.

4.14 Dual Currency Interest Notes

If the Notes are specified in the applicable Final Terms as Dual Currency Interest Notes and the amount of interest calculated in respect of any period is not an amount in the Settlement Currency, it will be converted into the Settlement Currency at the Specified Exchange Rate specified in the applicable Final Terms or, if no Specified Exchange Rate is specified, the Settlement Currency Exchange Rate on the relevant Settlement Currency Exchange Rate Observation Date.

Any reference to "interest" in this Condition 4.14 shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7.

5. Redemption, Purchase and Options

5.1 Final Redemption

Unless the relevant Note is a Junior Subordinated Note, or it is previously redeemed, purchased and cancelled as provided below or its maturity is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 5.5 or 5.6, such Note will be redeemed at its Final Redemption Amount on the Maturity Date specified in the relevant Final Terms. If the relevant Note is a Junior Subordinated Note, the relevant Issuer shall not be at liberty to redeem such Note except pursuant to Condition 5.2 or (if applicable) Condition 5.5 and references to Maturity Date in the Terms and Conditions are not applicable.

The Final Redemption Amount in respect of each Calculation Amount will be an amount equal to: (i) the Calculation Amount multiplied by the percentage, or (ii) the Final Payout, in each case as specified in the applicable Final Terms,

provided that, (A) if the applicable Final Terms specify that the relevant Note is a Dual Currency Redemption Note (a "**Dual Currency Redemption Note**"), the product of the above formula will be

converted into the Settlement Currency as provided in Condition 5.13 below and (B) if the product of the Final Payout is zero, no amount will be payable on redemption of the Note.

Unless otherwise permitted by Applicable Banking Law Regulations, Subordinated Tier 2 Notes constituting Tier 2 Capital will have a minimum maturity of five years.

5.2 Redemption for taxation reasons

If, as a result of any amendment to or change in the laws or regulations of Luxembourg or Belgium or any political subdivision thereof or any authority or agency therein or thereof or in the interpretation or administration of any such laws or regulations which becomes effective on or after the Issue Date, the Issuer (or, if the Guarantees were called, the Guarantor) would, on the occasion of the next payment date in respect of the Notes, be required to pay additional amounts as provided in Condition 7, the relevant Issuer may (if Early Redemption for taxation reasons is specified as applicable in the relevant Final Terms), at its option (subject, in the case of Subordinated Tier 2 Notes issued by BNPPF, to Condition 5.13), on any Interest Payment Date or, if so specified in the relevant Final Terms, at any time on giving not more than the maximum period and not less than the minimum period of notice specified in the applicable Final Terms to the Noteholders (which notice shall be irrevocable) in accordance with Condition 13 redeem all, but not some only, of the Notes at their Early Redemption Amount specified in the applicable Final Terms (together, where applicable, with interest accrued to the date of early redemption) **provided that** no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the relevant Issuer (or (in the case of Notes issued by BP2F) the Guarantor) would be obliged to pay such additional amounts were a payment in respect of the Notes (or the Guarantees) then due. Prior to the publication of any notice of redemption pursuant to this Condition 5.2, the relevant Issuer shall deliver to the Fiscal Agent or, in the case of X/N Notes, the Domiciliary Agent, in each case to make available at its specified office to the Noteholders, a certificate signed by two persons each of whom is a Director of the relevant Issuer stating that the relevant Issuer is entitled to effect such redemption and setting forth a statement of the facts showing that the conditions precedent to the right of the relevant Issuer so to redeem have occurred.

5.3 Purchases

The Issuers, the Guarantor and any of their subsidiaries may at any time purchase Notes **provided that,** in the case of Bearer Notes, all unmatured Receipts and Coupons and unexchanged Talons appertaining thereto are attached or surrendered therewith) in the open market or otherwise at any price.

5.4 Early Redemption of Zero Coupon Notes

(a) The Early Redemption Amount payable in respect of any Note the Interest Rate of which is specified to be Zero Coupon upon redemption of such Note pursuant to Condition 5.2 or, if applicable, Condition 5.5 or 5.6 or upon it becoming due and payable as provided in Condition 9 shall be the Amortised Face Amount (calculated as provided below) of such Note.

Subject to the provisions of sub-paragraph (b) below, the "**Amortised Face Amount**" of any such Note shall be calculated in accordance with the following formula:

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

where:

"**RP**" means the Reference Price;

"**AY**" means the Amortisation Yield expressed as a decimal; and

"**y**" is the Day Count Fraction (as defined in Condition 4.10) specified in the applicable Final Terms for which purpose the "Calculation Period" will be the period from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption.

(b) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5.2 or, if applicable, Condition 5.5 or 5.6, or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (a) above, except that such sub-paragraph shall have effect as though the reference therein to the date on which the Note becomes due and payable were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph will continue to be made (as well after as before judgment), until the Relevant Date unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the principal amount of such Note together with any interest which may accrue in accordance with Condition 4.11.

(c) When determining the Early Redemption Amount pursuant to Condition 5.2 in respect of any Note the Interest Rate of which is specified to be Zero Coupon:

(i) the Early Redemption Amount shall be the higher of (i) Market Value 2 and (ii) the Amortised Face Amount;

(ii) no additional cost (other than the ones that cannot be avoided to redeem the Noteholders) shall be charged to the Noteholders; and

(iii) the Early Redemption Amount shall include the reimbursement from the Issuer, pro rata temporis (calculated from the early redemption date till the initial scheduled maturity date), of the costs (if any, such as the structuring costs) initially paid by the Noteholders to the Issuer on the Issue Date via the Issue Price.

5.5 Redemption at the Option of the relevant Issuer and Exercise of Issuer's Options

This Condition 5.5 applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Issuer (other than for taxation reasons). The applicable Final Terms contains provisions applicable to redemption at the option of the Issuer and must be read in conjunction with this Condition 5.5 for full information on any such redemption. In particular, the applicable Final Terms will identify the Issuer's Option Period, the Early Redemption Amount and any minimum or maximum amount of Notes which can be redeemed. The Issuer may also specify in the applicable Final Terms the estimated value (as of the Trade Date) of the Issuer's option to redeem pursuant to this Condition 5.5, expressed as a percentage of the Aggregate Principal Amount in respect of the relevant Tranche of Notes (the "**Estimated Call Option Value**").

If so provided in the relevant Note or in any event (if such Notes do not have a Maturity Date), the relevant Issuer, or (in the case of Notes issued by BP2F) the Guarantor, shall on giving irrevocable notice to the Noteholders effective within the Issuer's Option Period specified in the relevant Final Terms redeem all or (in the case only of Notes which have a Maturity Date and if so provided) some only of such Notes in the principal amount and on the date or dates provided in such notice. Any such redemption of Notes shall be at their Early Redemption Amount (as specified in the relevant Final Terms). Any such redemption must be at an amount not less than the Minimum Early Redemption Amount and not more than the Maximum Early Redemption Amount, in each case, as may be specified in the applicable Final Terms.

The Issuer may exercise any Issuer's option specified in the relevant Final Terms in relation to all or (in the case only of Notes which have a Maturity Date and if so provided) some only of such Notes in the principal amount and on the date or dates provided in such notice.

All Notes in respect of which any such notice is given shall be redeemed, or the relevant Issuer's option shall be exercised, on the date or dates specified in such notice in accordance with this Condition.

In the case of a redemption or the exercise of such option in respect of some only of such Notes the notice to Noteholders shall also contain (where applicable) the serial numbers of the Notes to be redeemed, which shall have been selected by drawing lots in such place as the Fiscal Agent or, in the case of X/N Notes, the Domiciliary Agent may approve and in such manner as it deems appropriate, subject to compliance with any applicable laws and competent authority, stock exchange or quotation system's requirements and, if applicable, the rules and procedures of Euroclear and Clearstream Luxembourg (to be reflected in the records of Euroclear and Clearstream Luxembourg as either a pool factor or a reduction in principal amount, at their discretion). Notes that can be redeemed following the drawing of lots will only be issued by BNPPF in compliance with Article 468 of the Belgian Company Code (to the extent applicable).

In the case of Registered Notes, the Registrar shall send to each holder of Registered Notes which are called in whole or in part for redemption or which are the subject of any option exercised by the Issuer, at its address shown in the Register and the duplicate Register, a copy of such notice, together with details of such holder's Registered Notes called for redemption or subject to any such option and the principal amount of such Notes to be redeemed or the terms of the exercise of such option.

5.6 Redemption at the Option of Noteholders and Exercise of Noteholders' Options

This Condition 5.6 applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Noteholder. The applicable Final Terms contains provisions applicable to any redemption at the option of the Noteholder and must be read in conjunction with this Condition 5.6 for full information on any such redemption at the option of the Noteholder. In particular, the applicable Final Terms will identify the Noteholder's Option Period and the Early Redemption Amount.

If so provided on the relevant Note, the relevant Issuer shall, at the option of the holder of any such Note, redeem such Note on the date or dates so provided at its Early Redemption Amount (as specified in the relevant Final Terms) (together, where applicable, with interest accrued to the date of early redemption).

To exercise such option or any other Noteholders' option which may be set out on the relevant Note the holder must deposit such Note with any Paying Agent (in the case of Bearer Notes) or the Registrar or any Transfer Agent (in the case of Registered Notes) at its specified office, together with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent within the Noteholders' Option Period (as specified in the relevant Final Terms). No Note so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the relevant Issuer.

5.7 Redemption for Significant Alteration Event (Issuer) or Force Majeure (Issuer)

(a) If the Issuer determines that a Significant Alteration Event (Issuer) has occurred, the Issuer may redeem all, but not some only, of the Notes by giving notice to the Noteholders in accordance with Condition 13.

If the Issuer redeems the Notes then the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Noteholder in respect of each Note held by such Noteholder equal to the Early Redemption Amount specified in the applicable Final Terms (together, where applicable, with interest accrued to the date of early redemption). Payment will be made in such manner as shall be notified to the Noteholders in accordance with Condition 13.

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

(b) If the Issuer determines that a Force Majeure (Issuer) has occurred, the Issuer may redeem all, but not some only, of the Notes by giving notice to Noteholders in accordance with Condition 13.

If the Issuer redeems the Notes as provided above, then the Issuer will, if and to the extent possible or practicable, pay an amount (if any) to each Noteholder in respect of each Note held by such Noteholder equal to the Early Redemption Amount specified in the applicable Final Terms (together, where applicable, with interest accrued to the date of early redemption). Any payment will be made in such manner as shall be notified to the Holders in accordance with Condition 13.

(c) If this Condition 5.7(c) is specified as being applicable in the applicable Final Terms, if the Issuer determines that by reason of force majeure or act of state occurring after the Trade Date it becomes impossible or impracticable to perform, in whole or in part, its obligations under the Notes and/or any related hedging arrangements, the Issuer may redeem all, but not some only, of the Notes by giving notice to Noteholders in accordance with Condition 13. Where no Trade Date is specified in the applicable Final Terms, the Trade Date shall be the Issue Date of the first Tranche of the Notes. If the Issuer redeems the Notes as provided above, then the Issuer will pay an amount to each Noteholder in respect of each Note held by such Noteholder equal to the Early Redemption Amount specified in the applicable Final Terms (together, where applicable, with interest accrued to the date of early redemption). Any payment will be made in such manner as shall be notified to the Holders in accordance with Condition 13.

(d) If an event occurs as a result of which the Issuer may, in accordance with these Conditions, redeem any Notes pursuant to more than one of Conditions 5.7(a), 5.7(b) and (if applicable) 5.7(c), the Issuer may, subject to applicable law, redeem such Notes pursuant to any of Conditions 5.7(a), 5.7(b) and (if applicable) 5.7(c).

(e) In these Conditions:

"**Force Majeure (Issuer)**" means any force majeure, act of state, or other event or circumstance occurring after the Trade Date as a consequence of which the fulfilment of the obligations of the Issuer under the Notes has become impossible through the occurrence of an external event that is not attributable to the Issuer, including, without limitation, it becoming illegal for the Issuer to have the Notes outstanding pursuant to any change in law, nationalisation or regulatory action;

"**Significant Alteration Event (Issuer)**" means any event or circumstance or combination of events or circumstances occurring after the Trade Date that is not attributable to the Issuer but which in the determination of the Issuer or the Calculation Agent, acting in good faith and in a commercially reasonable manner, significantly alters the economics of the Notes as at the Trade Date where such event renders the performance of the Issuer's obligations under the Notes unduly onerous or results in a material increase in costs incurred by the Issuer associated with the Notes as a consequence of a change in any applicable law or regulation (including, without limitation, in respect of any in tax laws, solvency or regulatory capital requirements), nationalisation, or regulatory action but, in each case, where such event does not constitute a Force Majeure (Issuer), or, to the extent permitted by applicable law, in other similar events or circumstances that conditions would in the determination of the Issuer or the Calculation Agent, acting in good faith and in a commercially reasonable manner, significantly alter the economics of the Notes as at the Trade Date.

5.8 Redemption by Instalments

Unless previously redeemed, purchased and cancelled as provided in this Condition 5 or the relevant Instalment Date (being one of the dates so specified on the relevant Note) is extended pursuant to any

Issuer's or Noteholder's option in accordance with Condition 5.5 or 5.6, each Note which provides for Instalment Dates and Instalment Amounts will be partially redeemed on each Instalment Date at the Instalment Amount specified on it, whereupon the outstanding principal amount of such Note shall be reduced by the Instalment Amount for all purposes.

5.9 Cancellation

All Notes redeemed by the relevant Issuer and all Notes purchased (otherwise than in the ordinary course of business of dealing in securities or as a nominee) by or on behalf of such Issuer, (in the case of Notes issued by BP2F) the Guarantor or any of their subsidiaries will be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith) and may not be reissued or resold and the obligations of such Issuer and/or (in the case of Notes issued by BP2F) the Guarantor in respect of any such Notes shall be discharged, and where such Notes are admitted to listing on the official list and to trading on the Luxembourg Regulated Market, the Issuer will forthwith inform the Luxembourg Stock Exchange and/or any other relevant stock exchange of any such cancellation.

5.10 Redemption of Subordinated Tier 2 Notes following the occurrence of a Capital Disqualification Event

This Condition 5.10 is applicable in relation to Subordinated Tier 2 Notes issued by BNPPF only.

The Issuer may, subject to Condition 5.11, at its option, having given not less than 30 nor more than 60 days' notice in accordance with Condition 13, redeem all but not some only of the Subordinated Tier 2 Notes at any time at the Early Redemption Amount specified in the applicable Final Terms together (if applicable) with any accrued but unpaid interest up to (but excluding) the date fixed for redemption if a Capital Disqualification Event has occurred and is continuing.

In the Terms and Conditions:

A "**Capital Disqualification Event**" will occur if at any time the Issuer determines that as a result of a change (or prospective future change which the Relevant Regulator considers to be sufficiently certain) to the regulatory classification of the relevant Series of Subordinated Tier 2 Notes, in any such case becoming effective on or after the Issue Date, such Subordinated Tier 2 Notes cease (or would cease) to be included, in whole or in part, in, or count towards the Tier 2 Capital of the Issuer (other than as a result of any applicable limitation on the amount of such capital as applicable to the Issuer).

"**Relevant Regulator**" means the National Bank of Belgium (including, as the case may be, the European Central Bank) or any successor or replacement entity having primary responsibility for the prudential oversight and supervision of BNPPF.

5.11 Conditions to Redemption and Purchase of Subordinated Tier 2 Notes

This Condition 5.11 is applicable to Subordinated Tier 2 Notes issued by BNPPF only.

Any optional redemption of Subordinated Tier 2 Notes issued by BNPPF pursuant to Condition 5.2 or 5.5, any optional redemption of Subordinated Tier 2 Notes issued by BNPPF pursuant to Condition 5.10 and any purchase of Subordinated Tier 2 Notes issued by BNPPF pursuant to Condition 5.3 is subject (in each case only if and to the extent then required by Applicable Banking Regulations) to:

(a) compliance with any conditions prescribed under Applicable Banking Regulations, including the prior approval of the Relevant Regulator (if required) or the Relevant Resolution Authority (if required);

(b) in respect of any redemption of the relevant Subordinated Tier 2 Notes proposed to be made prior to the fifth anniversary of the Issue Date of such Subordinated Tier 2 Notes, (i) in the

case of redemption pursuant to Condition 5.2, the Issuer having demonstrated to the satisfaction of the Relevant Regulator or the Relevant Resolution Authority that (A) the change in laws or regulations as referred to in Condition 5.2 was not reasonably foreseeable as at the Issue Date and (B) such change is material or (ii) in the case of redemption following the occurrence of a Capital Disqualification Event, the Issuer having demonstrated to the satisfaction of the Relevant Regulator or the Relevant Resolution Authority that the relevant change was not reasonably foreseeable by the Issuer as at the Issue Date; and

(c) compliance by the Issuer with any alternative or additional pre-conditions to redemption or purchase, as applicable, set out in the Applicable Banking Regulations for the time being or required by the Relevant Regulator or the Relevant Resolution Authoity.

5.12 Consents

Any redemption by the relevant Issuer of such Junior Subordinated Notes pursuant to Condition 5.2 or (if applicable) Condition 5.5 and any purchase and cancellation of such Junior Subordinated Notes pursuant to Condition 5.3 and 5.8 will be subject to the prior consent of the Relevant Regulator or the Relevant Resolution Authority (insofar as applicable).

5.13 Dual Currency Redemption Notes

If the Notes are specified in the applicable Final Terms as Dual Currency Redemption Notes, any amount payable on the redemption of the Notes will be converted into the Settlement Currency at the Specified Exchange Rate specified in the applicable Final Terms or, if no Specified Exchange Rate is specified, the Settlement Currency Exchange Rate on the relevant Settlement Currency Exchange Rate Observation Date.

References to "amounts payable on the redemption of the Notes" in this Condition 5.13 shall be deemed to include, as applicable:

(i) any additional amounts which may be payable with respect to principal under Condition 7;

(ii) the Final Redemption Amount of the Notes;

(iii) the Early Redemption Amount of the Notes;

(iv) the Instalment Amounts;

(v) the Automatic Early Redemption Amount (if any) of the Notes;

(vi) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 5.4); and

(vii) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

5.14 Early Redemption Amount

(a) If an Early Redemption Amount is due by the Issuer pursuant to these Conditions or the Additional Terms and Conditions, the Early Redemption Amount shall be the Principal Protected Amount, Market Value 1, Market Value 2, Market Value 3, Market Value less Costs, Derivative Component Market Value, Highest Value (Structured), Highest Value (Vanilla), Fair Market Value or an amount per Calculation Amount, as specified in the applicable Final Terms, and in each case without prejudice to the application of Condition

5.15 below, if "**Monetisation Option**" is specified as being applicable in the applicable Final Terms,

(b) For the purposes of these Conditions and the Additional Terms and Conditions:

(i) "**Derivative Component**" means the option component or embedded derivative in respect of the nominal amount of the Notes or the interest amount due under the Notes in order to enable the Issuer to issue the Notes at the issue price and on their applicable terms.

(ii) "**Derivative Component Market Value**" means the market value of the Derivative Component as determined by the Calculation Agent by reference to the actual or theoretical mark-to-market value of such Derivative Component taking into account the time remaining until the scheduled maturity date of the Notes and calculated in accordance with generally accepted valuation methods for such instruments in the financial markets, provided that:

I. any costs incurred by the Issuer in relation to the early redemption of the Notes or the termination of any hedging arrangements, shall not be taken into account when determining the Derivative Component Market Value; and

II. any costs, as notified by the Issuer to the Calculation Agent (including but not limited to any structuring costs) which were included in the issue price of the relevant Note (the "**Fee Component**") shall be added to the Derivative Component Market Value, in an amount equal to the amount of such Fee Component multiplied by the number of days from the Issue Date to the Early Redemption Valuation Date and divided by the number of days from the Issue Date until the Maturity Date of such Notes.

(iii) "**Early Redemption Valuation Date**" means the date on which the Issuer determines that the Notes will be early redeemed, such date being notified to Noteholders in the relevant notice of early redemption.

(iv) "**Fair Market Value**" means the fair market value as determined by the Calculation Agent.

(v) "**Highest Value (Structured)**" means, the higher of Market Value 3 and the Principal Protected Amount specified in the applicable Final Terms (and **provided that** paragraphs (a) and (b) of the definition of Market Value 3 shall apply to such Highest Value (Structured)).

(vi) "**Highest Value (Vanilla)**" means, the higher of Market Value 2 and the Principal Protected Amount specified in the applicable Final Terms (and **provided that** paragraphs (a) and (b) of the definition of Market Value 2 shall apply to such Highest Value (Vanilla)).

(vii) "**Market Value 1**" means an amount determined by the Calculation Agent, as of the Early Redemption Valuation Date, equal to the fair market value of such Note (including, if so specified in the applicable Final Terms, amounts in respect of accrued interest), notwithstanding the consequences (if any) of the occurrence of any Significant Alteration Event (Issuer) or Force Majeure (Issuer), as the case may be, provided that, in determining the fair market value for the purposes of Condition 9.1, no account shall be taken of the financial condition of the Issuer which shall be presumed to be able to perform fully its obligations in respect of the Notes.

(viii) "**Market Value 2**" means an amount determined by the Calculation Agent, as of the Early Redemption Valuation Date, equal to the fair market value of such Note (including, if so specified in the applicable Final Terms, amounts in respect of accrued interest) determined by reference to:

I. if the Note is actively traded on a regulated market, multilateral trading facility or over-the-counter market and where recent observable bid and ask prices are available, by reference to such prices;

II. if the Note is not traded on a regulated market, multilateral trading facility or over-the-counter market and where recent observable bid and ask prices are not available, by reference to a generally accepted valuation method for such instrument in the financial markets, and

notwithstanding the consequences (if any) of the occurrence of any Significant Alteration Event (Issuer) or Force Majeure (Issuer), if any and as the case may be, and **provided that**,

(a) any costs incurred by the Issuer in relation to the early redemption of the Notes or the termination of any hedging arrangements, shall not be taken into account when determining Market Value 2;

(c) any costs, as notified by the Issuer to the Calculation Agent (including but not limited to any structuring costs) which were included in the issue price of the relevant Note (the "**Fee Component**") shall be added to Market Value 2, in an amount equal to the amount of such Fee Component multiplied by the number of days from the Issue Date to the Early Redemption Valuation Date and divided by the number of days from the Issue Date until the Maturity Date of such Notes; and

(d) where used in relation to the calculation of an Early Redemption Amount for the purpose of an early redemption pursuant to Condition 9.1, no account shall be taken of the financial condition of the Issuer which shall be presumed to be able to perform fully its obligations in respect of the Notes.

(ix) "**Market Value 3**" means an amount determined by the Calculation Agent, as of the Early Redemption Valuation Date, equal to the fair market value of such Note (including, if so specified in the applicable Final Terms, amounts in respect of accrued interest), notwithstanding the consequences (if any) of the occurrence of any Significant Alteration Event (Issuer) or Force Majeure (Issuer), as the case may be, which shall be the aggregate of (i) the present value of the present value of the savings of the Notes on the Early Redemption Valuation Date (calculated by the Calculation Agent by reference to a generally accepted valuation method for such instruments in the financial markets) and (ii) the Derivative Component Market Value, and **provided that**,

(a) any costs incurred by the Issuer in relation to the early redemption of the Notes or the termination of any hedging arrangements (excluding, for the avoidance of doubt, any negative value of the Derivative Component Market Value), shall not be taken into account when determining Market Value 3;

(b) the Fee Component of the issue price of such Note shall be added to Market Value 3, in an amount equal to the amount of such Fee Component multiplied by the number of days from the Issue Date to the Early Redemption Valuation Date and divided by the number of days from the Issue Date until the Maturity Date of such Notes and

(c) where used in relation to the calculation of an Early Redemption Amount for the purpose of an early redemption pursuant to Condition 9.1, no account shall be taken of the financial condition of the Issuer which shall be presumed to be able to perform fully its obligations in respect of the Notes.

(x) "**Market Value less Costs**" means an amount determined by the Calculation Agent, as of the Early Redemption Valuation Date, equal to the fair market value of such Note (including, if so specified in the applicable Final Terms, amounts in respect of accrued interest) notwithstanding the consequences (if any) of the occurrence of any Significant Alteration Event (Issuer), Force Majeure (Issuer) or Administrator/Benchmark Event as the case may be, less (except in the case of an early redemption pursuant to Condition 9.1) the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, provided that, where used in relation to the calculation of an Early Redemption Amount for the purposes of Condition 9.1, no account shall be taken of the financial condition of the Issuer which shall be presumed to be able to perform fully its obligations in respect of the Notes.

(xi) "**Principal Protected Amount**" means, in respect of a Note, the percentage of the principal amount of such Notes specified in the applicable Final Terms.

(xii) "**Trade Date**" means the date specified as Trade Date in the applicable Final Terms, and where no Trade Date is specified in the applicable Final Terms, the Trade Date shall be the Issue Date of the first Tranche of Notes.

5.15 Redemption or Amendment of Notes for Administrator/Benchmark Event

This Condition 5.15 only applies if it is specified as being applicable in the relevant Final Terms.

(a) If the Calculation Agent determines that an Administrator/Benchmark Event has occurred, the relevant Issuer may at its option either:

(i) if the Calculation Agent determines a continuation of the Notes is impossible or when the economics of the Notes have been altered significantly compared to those at the Issue Date, redeem all, but not some only, of the Notes on the date notified by such Issuer to Noteholders in accordance with Condition 13 at the Early Redemption Amount specified in the applicable Final Terms calculated by the Calculation Agent as at the Early Redemption Valuation Date; or

(ii) determine that references to the Affected Benchmark shall be deemed to be replaced by references to such index, benchmark or price source (the "**Replacement Benchmark**") as the Calculation Agent determines be necessary to account for the economic effect of the Administrator/Benchmark Event with a view to produce a commercially reasonable result which will put the Issuer and the Noteholder in substantially the same economic position which they would have been in had the Administrator/Benchmark Event not occurred, in which case:

(A) references to the Affected Benchmark shall be deemed to be replaced with references to such Replacement Benchmark with effect from the Administrator/Benchmark Event Determination Date; and

(B) the Calculation Agent shall make such other adjustments to the Conditions as it determines are necessary to account for the effects on the Notes of referencing the Replacement Benchmark (including, without limitation, to any variable, margin, calculation, methodology, fallback provisions or payment terms).

Notices of any redemption or amendment of the Notes shall be given to Noteholders in accordance with Condition 13.

(b) For the purposes of these Conditions and the Additional Terms and Conditions:

"**Administrator/Benchmark Event**" means, in relation to any Relevant Benchmark, the occurrence of a Benchmark Modification or Cessation Event, a Non-Approval Event, a Rejection Event or a Suspension/Withdrawal Event, all as determined by the Calculation Agent.

"**Administrator/Benchmark Event Determination Date**" means, in relation to any Relevant Benchmark, the date on which the Calculation Agent determines that an Administrator/Benchmark Event has occurred in relation to such Relevant Benchmark.

"**Affected Benchmark**" means the Relevant Benchmark affected by an Administrator/Benchmark Event.

"**Benchmark Modification or Cessation Event**" means, in respect of any Relevant Benchmark any of the following has occurred or will occur:

(i) any material change in such Relevant Benchmark;

(ii) the permanent or indefinite cancellation or cessation in the provision of such Relevant Benchmark; or

(iii) A regulator or other official sector entity prohibits the use of such Relevant Benchmrk.

"**BMR**" means the EU Benchmarks Regulation (Regulation (EU) 2016/1011).

"**Non-Approval Event**" means, in respect of any Relevant Benchmark:

(i) any authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark has not been or will not be obtained;

(ii) the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark has not been or will not be included in an official register; or

(iii) the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark does not or will not fulfil any legal or regulatory requirement applicable to the Notes, the Issuer, the Calculation Agent or the Relevant Benchmark,

in each case, as required under any applicable law or regulation in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes. For the avoidance of doubt, a Non-Approval Event shall not occur if the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark is not or will not be included in an official register because its authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended if, at the time of such suspension, the continued provision and use of the Relevant Benchmark is permitted in respect of the Notes under the applicable law or regulation during the period of such suspension.

"**Rejection Event**" means, in respect of any Relevant Benchmark, the relevant competent authority or other relevant official body rejects or refuses or will reject or refuse any application for authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register which, in each case, is required in relation to the

Notes, the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark under any applicable law or regulation for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes.

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

"**Suspension/Withdrawal Event**" means, in respect of any Relevant Benchmark:

(i) the relevant competent authority or other relevant official body suspends or withdraws or will suspend or withdraw any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark which is required under any applicable law or regulation in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes; or

(ii) the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark is removed from any official register where inclusion in such register is required under any applicable law in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes.

For the avoidance of doubt, a Suspension/Withdrawal Event shall not occur if such authorisation, registration, recognition, endorsement, equivalence decision or approval is or will be suspended or where inclusion in any official register is or will be withdrawn if, at the time of such suspension or withdrawal, the continued provision and use of the Relevant Benchmark is permitted in respect of the Notes under the applicable law or regulation during the period of such suspension or withdrawal.

5.16 Monetisation Option

(a) If "**Monetisation Option**" is specified in the applicable Final Terms, " as being applicable and an event occurs as a consequence of which the Issuer exercises its right to redeem the Notes at the applicable Early Redemption Amount, the Noteholder shall receive, on the Maturity Date (and notwithstanding the early redemption notice) the Monetisation Amount, unless the Noteholder elects, in accordance with this Condition 5.16, to receive the Early Redemption Amount on the date fixed for early redemption of the Notes.

(b) If Monetisation Option is specified in the applicable Final Terms as being applicable, the Issuer's notice of early redemption, the Issuer must include the following:

(i) the cut-off date and time for each Noteholder to elect for the Early Redemption Amount on the date fixed for early redemption of the Notes;

(ii) the Early Redemption Amount Valuation Date;

(iii) the Early Redemption Amount;

(iv) the amount calculated by the Calculation Agent as the Monetisation Amount.;

(v) the instructions to allow such Noteholder to make such allocation, substantially in accordance with paragraph (c) below; and

(vi) a confirmation that, in the absence of making an election to receive the Early Redemption Amount, such Noteholder shall receive the Monetisation Amount on the Maturity Date.

(c) To make a valid election to receive the Early Redemption Amount on the date fixed for Early Redemption of the Notes, a Noteholder must no later than the cut-off date and time set out in the Issuer's notice of early redemption, give notice to the Registrar, Fiscal Agent or Domiciliary Agent, as the case may be of such election. The Noteholder must also deposit the relevant Note or provide evidence satisfactory to the Registrar, Fiscal Agent or the Domiciliary Agent, as the case may be, of its ownership of such Note.

For the purposes of these Conditions and the Additional Terms and Conditions:

"**Monetisation Amount**" means, in respect of a Note, the higher of (i) the Principal Protected Amount and (ii) the amount calculated by the Calculation Agent as follows:

$(S + D) \times (1 + r)^n$

Where:

"**S**" is the present value of the Principal Protected Amount of the Notes on the Early Redemption Valuation Date (calculated by the Calculation Agent by reference to a generally accepted valuation method for such instruments in the financial markets);

"**D**" is the Derivative Component Market Value on the Early Redemption Valuation Date;

"**r**" is a hypothetical annual interest rate that would be applied on an equivalent hypothetical debt instrument issued by the Issuer (or the Guarantor, as applicable) with the same maturity as the remaining maturing on the Notes from the date of early redemption until the scheduled maturity date of the Notes; and

"**n**" is the time remaining until the scheduled maturity date of the Notes, expressed as a number of years.

6. Payments and Talons

6.1 Bearer Notes and Dematerialised Notes

Payments of principal and interest in respect of Bearer Notes will, subject as mentioned below and, in the case of Junior Subordinated Notes, subject to Condition 3.3 and if such Notes have the benefit of a Junior Subordinated Guarantee, subject to Condition 3.6, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and **provided that** the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 6.6(e)) or Coupons (in the case of interest, save as specified in Condition 6.6(f)), as the case may be, at the specified office of any Paying Agent outside the United States by transfer to an account denominated in that Settlement Currency with, a bank in the principal financial centre of that Settlement Currency **provided that** (a) in the case of Rouble, the transfer may be to a Rouble account or on an account which accepts Rouble payments (b) in the case of euro, the transfer may be to a euro account or on an account which accepts euro payments and (c) in the case of Japanese yen, the transfer will be to a non-resident Japanese yen account with an authorised foreign exchange bank (in the case of payment to a non-resident of Japan).

All payments in euro of principal or interest under the Dematerialised Notes issued by BNPPF shall be made through the Domiciliary Agent and the X/N System in accordance with the NBB Clearing

System Regulations and the Clearing Agreements. The payment obligations of BNPPF will be discharged by payment to the NBB in respect of each amount so paid.

All payments in any currency other than euro of principal or interest owing under the Dematerialised Notes issued by BNPPF shall be made through the Domiciliary Agent and Euroclear and/or Clearstream, Luxembourg (in accordance with the rules thereof and in accordance with the NBB Clearing System Regulations and the Clearing Services Agreement). Any payment on X/N Notes in foreign currencies will be made by the Domiciliary Agent based on the notification by the NBB, on the morning of the Brussels Business Day preceding such relevant payment date, of the principal amounts of the Notes recorded in accounts in the name of NBB participants at the end of the previous Brussels Business Day. "**Brussels Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are generally open for business in Brussels.

6.2 Registered Notes

(a) Payments of principal (which for the purposes of this Condition 6.2 shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes will be made, subject (in the case of Junior Subordinated Notes) to Condition 3.4 or 3.6, if such Notes have the benefit of a Junior Subordinated Guarantee, against presentation and surrender of the relevant Notes at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in Condition 6.1 above.

(b) Interest (which for the purpose of this Condition 6.2 shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes will be paid, subject (in the case of Junior Subordinated Notes) to Condition 3.4 or 3.6, if such Notes have the benefit of a Junior Subordinated Guarantee, to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of interest on each Registered Note will be made in the Settlement Currency in the manner provided in Condition 6.1 above.

6.3 Payments in the United States

Notwithstanding the foregoing, if the Settlement Currency of any Bearer Notes or Dematerialised Notes is U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (a) the relevant Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (b) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (c) such payment is then permitted by United States law, without involving, in the opinion of the relevant Issuer, adverse tax consequence to such Issuer.

6.4 Payments subject to law

Payments in respect of the Notes will be subject in all cases to (a) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7 and (b) any withholding or deduction required pursuant to Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 7) any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Noteholders, Receiptholders or Couponholders in respect of such payments.

6.5 Appointment of Agents

The Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuers and the Guarantor and their respective specified offices are listed below. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms. The Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent act solely as agents of the Issuers and the Guarantor and do not assume any obligation or relationship of agency or trust for or with any holder. The Issuers and the Guarantor reserve the right at any time to vary or terminate the appointment of any Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent and to appoint additional or other Paying Agents or Transfer Agents, **provided that** the Issuers will at all times maintain (a) a Fiscal Agent, (b) a Principal Paying Agent, (c) a Registrar in relation to Registered Notes, (d) at least a Transfer Agent in relation to Registered Notes having a specified office in a European city outside Belgium (and, so long as the Notes are admitted to listing on the official list and to trading on the Luxembourg Regulated Market and/or admitted to listing, trading and/or quotation by any other competent authority, stock exchange and/or quotation system, a Transfer Agent with a registered office in Luxembourg and/or such other place as may be required by the rules of any such competent authority, stock exchange and/or quotation system), (e) a Calculation Agent where the Terms and Conditions so require one and (f) at least a Paying Agent having a specified office in a European city outside Belgium (and, so long as the Notes are admitted to listing on the official list and to trading on the Luxembourg Regulated Market or the Euro MTF Market of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, a Paying Agent able to ensure financial service of the Notes in Luxembourg and/or, so long as the Notes are admitted to listing, trading and/or quotation by any other competent authority, stock exchange and/or quotation system, such other place as may be required by the rules and regulations of any such other competent authority, stock exchange and/or quotation system).

In addition, the relevant Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in respect of any Bearer Notes in respect of which the Settlement Currency is U.S. dollars in the circumstances described in Condition 6.3 above.

For as long as any Notes issued by BNPPF and cleared through the X/N System, BNP Paribas Fortis SA/NV, in its capacity as Domiciliary Agent, has agreed in the Agency Agreement to perform all its duties and obligations under the Clearing Agreements and has undertaken (a) to remain a participant in such X/N System and (b) to appoint an appropriate substitute agent which will assume all such duties and obligations should BNP Paribas Fortis SA/NV no longer be able to do so.

Notice of any such change or any change of any specified office will promptly be given to the Noteholders in accordance with Condition 13.

6.6 Unmatured Coupons and Receipts and unexchanged Talons

(a) Unless the Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Notes should be surrendered for payment together with all unmatured Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of that amount of such missing unmatured Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Final Redemption Amount (or Early Redemption Amount or other amount payable on redemption of the Notes, as the case may be) due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).

(b) If the relevant Notes so provide, upon the due date for redemption of any Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(c) Upon the due date for redemption of any Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(d) Upon the due date for redemption of any Note which is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.

(e) Where any Note which provides that the relative Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons and any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the relevant Issuer may require.

(f) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding Interest Payment Date or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Note. Interest accrued on a Note which only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation thereof.

6.7 Non-Business Days

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "**business day**" means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in (a) in the case of Notes in definitive form only, the relevant place of presentation, (b) such jurisdictions as shall be specified as "**Business Day Jurisdictions**" on the Note and (ii) in the case of Dematerialised Notes, a day on which the X/N System is open and (iii) either:

(a) in the case of a payment in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant currency (which if the relevant currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively); or

(b) in the case of a payment in euro, a TARGET Settlement Day.

For the purposes of the above, where "TARGET2", "TARGET" or "TARGET Settlement Day" is specified as a Business Day Jurisdiction in the relevant Final Terms, any Business Day shall also be a TARGET Settlement Day.

6.8 Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent or, in the case of X/N Notes, the Domiciliary Agent in exchange for a further Coupon sheet (but excluding any Coupons which may have become void pursuant to Condition 8).

6.9 FX Disruption Event

(i) If on (A) any Settlement Currency Exchange Rate Observation Date or (B) (other than in the case of a FX Disruption Event which is a Dual Exchange Rate Event, Illiquidity Disruption or an Unscheduled Holiday) if a Specified Exchange Rate is specified in the applicable Final Terms, the second Business Day prior to the due date for payment of any amount calculated using such Specified Exchange Rate, the Calculation Agent determines that a FX Disruption Event has occurred and is subsisting it will give notice (a "**FX Disruption Notice**") to the Noteholders in accordance with Condition 13 as soon as reasonably practicable thereafter and, in any event, prior to the relevant due date for payment of the relevant amount to be calculated using such Settlement Currency Exchange Rate or Specified Exchange Rate, as applicable.

(ii) Following the occurrence of a FX Disruption Event:

(A) the date for payment of the relevant amount to be calculated using the Settlement Currency Exchange Rate or Specified Exchange Rate, as applicable, will be postponed to the earlier of (i) the second Business Day following the date on which the Calculation Agent determines that a FX Disruption Event is no longer subsisting or (ii) the day falling thirty (30) calendar days following the scheduled due date for payment of such amount (the "**Postponed DE Payment Date**") which, for the avoidance of doubt, may be later than the scheduled Maturity Date; and

(B) (i) in the case of (A)(i) above, the Issuer will pay the relevant amount in the Settlement Currency on the Postponed DE Payment Date or (ii) in the case of (A)(ii) above, subject to paragraphs (iii) and (iv) in lieu of paying the relevant amount in the Settlement Currency, the Issuer will pay the relevant unconverted amount in the Specified Currency (each a "**Specified Currency Amount**") on the Postponed DE Payment Date.

(iii) If the Issuer elects to pay the Specified Currency Amount as provided in paragraph (ii)(B) above it may (but is not obliged to) give notice to the Noteholders in accordance with Condition 13 (an "**Issuer Account Information Notice**") requesting from each Noteholder such information as it deems appropriate in order to pay the Specified Currency Amount to such Noteholder (including, *inter alios*, account information into which, in the determination of the Calculation Agent, the Specified Currency Amount may be paid). Upon receipt of an Issuer Account Information Notice, each Noteholder must deliver to the Calculation Agent in accordance with paragraph (v) below, with a copy to the Principal Paying Agent, a notice (a "**Noteholder Account Information Notice**") not later than the cut-off date specified in the applicable Final Terms following receipt of the Issuer Account Information Notice (the "**Account Information Cut-off Date**") specifying details of an account in which, in the determination of the Calculation Agent, the relevant Specified Currency Amount may be paid. If any Noteholder fails to deliver a valid Noteholder Account Information Notice by the Account Information Cut-off Date, the Issuer will pay or cause to be paid the relevant Specified Currency Amount as soon as practicable following receipt of the relevant Noteholder Account Information Notice, **provided that** if any Noteholder fails to deliver a Noteholder Account Information Notice prior to the final cut-off date specified in the applicable Final Terms (the "**Final Account Information Cut-off Date**"), the Issuer shall be discharged from its obligation to pay to such Noteholder the Specified Currency Amount and shall have no further obligation or liability whatsoever in respect thereof.

(iv) In the event that the Calculation Agent determines that it is unlawful, impossible or not possible using commercially reasonable efforts due to circumstances outside the control of the Issuer to pay any Specified Currency Amount (other than as a result of the failure

to deliver a Noteholder Account Information Notice, if applicable) on the due date for payment thereof (a "**Non-Transferability Event**"), the Issuer shall notify the Noteholders in accordance with Condition 13 that such due date for payment has been postponed until the first date on which, in the opinion of the Calculation Agent, the relevant Non-Transferability Event is no longer subsisting.

(v) Any Noteholder Account Information Notice from a Noteholder to the Calculation Agent will be validly given if delivered in writing to the Calculation Agent at the address specified for such purposes in the applicable Final Terms. Any such notice shall be deemed to have been given on the day when delivered or if delivered after 5.00 p.m. (London time) on any day or on any day on which commercial banks were not open for business in London, the first day thereafter on which commercial banks are open for business in London. The relevant Noteholder must provide satisfactory evidence to the Calculation Agent of its holding of the relevant Notes.

(vi) For the avoidance of doubt, no Interest Period or Interest Accrual Period will be adjusted as a result of the postponement of any interest payment pursuant to this Condition 6.9, and no additional interest will be paid in respect of any postponement of the date for payment.

(vii) For these purposes "**FX Disruption Event**" means the occurrence of any of the following events:

(A) an Inconvertibility Event;

(B) a Dual Exchange Rate Event;

(C) an Illiquidity Disruption; or

(D) an Unscheduled Holiday.

Where:

"**Dual Exchange Rate Event**" means, with respect to any Settlement Currency Exchange Rate, that the Settlement Currency Exchange Rate or any component rate of exchange thereof splits into dual or multiple currency exchange rates.

"**Illiquidity Disruption**" means, in relation to a Settlement Currency Exchange Rate, the occurrence of an event on a Settlement Currency Exchange Rate Observation Date (or, if different, the day on which rates for that Settlement Currency Exchange Rate Observation Date would, in the ordinary course, be published or announced by the relevant price source) which makes it impossible to obtain a firm quote of the Settlement Currency Exchange Rate for an amount to be determined by the Calculation Agent (either in one transaction or a commercially reasonable number of transactions that, when taken together, total such amount determined by the Calculation Agent).

"**Inconvertibility Event**" means the occurrence of any event or existence of any condition that has the effect of it being impossible, illegal or not possible using commercially reasonable efforts for, or has the effect of prohibiting, restricting or materially delaying the ability of the Issuer and/or any of its Affiliates, in each case, for reasons outside the control of the Issuer and/or any of its Affiliates (I) to convert the Specified Currency into the Settlement Currency through customary legal channels; (II) to effect currency transactions on terms as favourable as those available to residents of the Reference Jurisdiction; or (III) to freely and unconditionally transfer or repatriate funds (in the Specified Currency or the Settlement Currency) from accounts inside the Reference Jurisdiction to accounts outside the Reference Jurisdiction or between accounts inside the Reference Jurisdiction.

"**Reference Jurisdiction**" means the jurisdiction specified as such in the applicable Final Terms.

"**Unscheduled Holiday**" means, in respect of any Settlement Currency Exchange Rate Observation Date, any date on which such date is not a Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9.00 a.m. local time in the principal financial centre of the Specified Currency or Settlement Currency (which, if the Specified Currency or Settlement Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) two Business Days prior to such day.

6.10 FX Settlement Disruption Event

The Condition 6.10 does not apply to Dual Currency Interest Notes or Dual Currency Redemption Notes.

If the Settlement Currency specified in the applicable Final Terms is a Relevant Currency, FX Settlement Disruption will apply, and:

(a) If, on the second Business Day prior to the Disrupted Payment Date, the Calculation Agent determines that a FX Settlement Disruption Event has occurred and is subsisting, the Issuer shall give notice (a "**FX Settlement Disruption Notice**") to the Noteholders in accordance with Condition 13 as soon as reasonably practicable thereafter and, in any event, prior to the relevant Disrupted Payment Date.

(b) Following the occurrence of a FX Settlement Disruption Event:

(A) the date for payment of the relevant Disrupted Amount will be postponed to (i) the second Business Day following the date on which the Calculation Agent determines that a FX Settlement Disruption Event is no longer subsisting or if earlier (ii) the date falling thirty (30) calendar days following the scheduled due date for payment of the relevant Disrupted Amount (the "**FX Settlement Disruption Cut-off Date**") which, for the avoidance of doubt, may be later than the scheduled Maturity Date; and

(B) (i) in the case of (A)(i) above, the Issuer will pay the relevant Disrupted Amount, less, if "Deduction of FX Settlement Disruption Expenses" is specified in the applicable Final Terms, FX Settlement Disruption Expenses (if any), in the Settlement Currency specified in the applicable Final Terms or, in the case of (A)(ii) above, in lieu of paying the relevant Disrupted Amount in the relevant Settlement Currency, the Issuer will, subject to sub-paragraph (c) below, convert the relevant Disrupted Amount into the FX Settlement Disruption Currency (using the FX Settlement Disruption Exchange Rate for the relevant Disrupted Payment Date) and will pay the relevant Disrupted Amount, less, if "Deduction of FX Settlement Disruption Expenses" is specified in the applicable Final Terms, FX Settlement Disruption Expenses (if any), in the FX Settlement Disruption Currency on the FX Settlement Disruption Cut-off Date.

(c) If sub-paragraph (b)(A)(ii) applies, the Calculation Agent will determine the FX Settlement Disruption Exchange Rate in accordance with the following procedures:

(A) the FX Settlement Disruption Exchange Rate shall be the arithmetic mean (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer Settlement Currency/FX Settlement Disruption Currency exchange rates provided by two or more leading dealers on a foreign exchange market (as selected by the Calculation Agent) on such day; or

(B) if fewer than two leading dealers provide the Calculation Agent with bid and offer Settlement Currency/FX Settlement Disruption Currency exchange rates on such day, the Calculation Agent shall determine the FX Settlement Disruption Exchange Rate in its discretion.

(d) For the avoidance of doubt, no Interest Period or Interest Accrual Period will be adjusted as a result of the postponement of any interest payment pursuant to this Condition 6.10, and no additional interest will be paid in respect of any postponement of the date for payment.

(e) For the avoidance of doubt, nothing contained in this Condition 6.10 shall prevent the Issuer and/or Calculation Agent from determining that an Additional Disruption Event and/or Optional Additional Disruption Event has occurred, in which case, the provisions of Inflation Index-Linked Note Condition 4.7 or Foreign Exchange (FX) Rate-Linked Note Condition 7, as applicable, shall prevail in the event of any conflict between such Conditions and this Condition 6.10.

(f) For these purposes:

"**Disrupted Payment Date**" means the due date for payment of the relevant Interest Amount, Final Redemption Amount or such other amount payable (if any) (each a "**Disrupted Amount**");

"**FX Settlement Disruption Currency**" means either USD or EUR, as specified in the applicable Final Terms;

"**FX Settlement Disruption Event**" means the occurrence of an event which makes it unlawful, impossible or not possible using commercially reasonable efforts due to circumstances outside the control of the Issuer and/or the Calculation Agent to pay any Disrupted Amount in the Settlement Currency on the scheduled due date for payment;

"**FX Settlement Disruption Exchange Rate**" means the rate of exchange between the Settlement Currency (as specified in the applicable Final Terms) and the FX Settlement Disruption Currency, determined by the Calculation Agent in accordance with the provisions of sub-paragraph (c) above;

"**FX Settlement Disruption Expenses**" means the sum of (i) the cost to the Issuer and/or its Affiliates of unwinding any hedging arrangements related to the Notes and (ii) any transaction, settlement or other costs and expenses arising directly out of the occurrence of a FX Settlement Disruption Event or the related payment of the Disrupted Amount, all as determined by the Calculation Agent; and

"**Relevant Currency**" means each of Emirati Dirhams ("**AED**"), Argentinian Pesos ("**ARS**"), Australian Dollars ("**AUD**"), Bermudan Dollars ("**BMD**"), Bulgarian Leva ("**BGN**"), Bahraini Dinars ("**BHD**"), Botswana Pula ("**BWP**"), Brazilian Reais ("**BRL**"), Canadian Dollars ("**CAD**"), Swiss Francs ("**CHF**"), Chilean Pesos ("**CLP**"), Czech Republic Korun ("**CZK**"), Danish Kroner ("**DKK**"), Great British Pounds ("**GBP**"), Ghanian Cedis ("**GHS**"), Hong Kong Dollars ("**HKD**"), Croatian Kunas ("**KRJ**"), Hungarian Forints ("**HUF**"), Indonesian Rupiah ("**IDR**"), Israeli Shekels ("**ILS**"), Icelandic Krónur ("**ISK**"), Jordanian Dinars ("**JOD**"), Japanese Yen ("**JPY**"), Kenyan Shillings ("**KES**"), Kuwaiti Dinars ("**KWD**"), Kazakhstani Tenges ("**KZT**"), Lebanese Pounds ("**LBP**"), Moroccan Dirhams ("**MAD**"), Mauritian Rupees ("**MUR**"), Mexican Pesos ("**MXN**"), Malaysian Ringgits ("**MYR**"), Namibian Dollars ("**NAD**"), Nigerian Naira ("**NGN**"), Norwegian Kroner ("**NOK**"), New Zealand Dollars ("**NZD**"), Omani Riyals ("**OMR**"), Peruvian Nuevos Soles ("**PEN**"), Philippine Pesos ("**PHP**"), Polish Zloty ("**PLN**"), Qatari Riyals ("**QAR**"), Romanian Lei ("**RON**"), Russian Roubles ("**RUB**"), Saudi Riyals ("**SAR**"), Swedish Kroner ("**SEK**"),

Singaporean Dollars ("**SGD**"), Thai Baht ("**THB**"), Tunisian Dinars ("**TND**"), Turkish Lire ("**TRY**") and South African Rand ("**ZAR**").

7. Taxation

All payments of principal and interest in respect of the Notes, the Receipts and the Coupons by the relevant Issuer or (in the case of Notes issued by BP2F) (if the Guarantees were called) the Guarantor will be made without deduction or withholding for, or on account of, any present or future taxes or duties of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of (in the case of BP2F) Luxembourg or any political subdivision thereof or any authority or agency therein or thereof having the power to tax or, where applicable, (in the case of BNPPF or the Guarantor, as the case may be) Belgium or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless such deduction or withholding is required by law. In such event, and unless the provisions of this Condition 7 are specified not to apply in the relevant Final Terms and subject as provided below, the relevant Issuer or, as the case may be, the Guarantor will pay such additional amounts as may be necessary in order that the net amounts of principal or interest received by the Noteholders, Receiptholders or, as the case may be, the Couponholders after such deduction or withholding shall equal the respective amounts which would have been receivable under the Terms and Conditions in respect of the Notes, Receipts or, as the case may be, Coupons by the Noteholders, Receiptholders and (if applicable) the Couponholders in the absence of such deduction or withholding. Notwithstanding the provisions of the previous sentence, no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

(a) issued by BNPPF, where such Note, Receipt or Coupon is not cleared through the X/N System; or

(b) issued by BNPPF where such Note, Receipt or Coupon is cleared through the X/N System, and where such deduction or withholding is imposed or levied because the holder (or the beneficial owner) is not an Eligible Investor (as defined below) (unless that person was an Eligible Investor at the time of its acquisition of the relevant Note, Receipt or Coupon and has since ceased from being an Eligible Investor by reason of a change in the Belgian tax laws or regulations or in the interpretation or application thereof), or is an Eligible Investor but is not holding the relevant Note, Receipt or Coupon in an exempt securities account with a qualifying clearing system in accordance with the Belgian law of 6 August 1993 on transactions in certain securities; or

(c) presented for payment in Belgium; or

(d) to, or to a third party on behalf of, a holder who is able to avoid such withholding or deduction by placing such Note, Receipt or Coupon in safe custody with a Belgian bank and by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority; or

(e) to, or to a third party on behalf of, a holder where such holder is liable to such taxes or duties in respect of such Note, Receipt or Coupon by reason of its having some connection with Belgium other than by reason only of the holding of such Note, Receipt or Coupon or the receipt of the relevant payment in respect thereof; or

(f) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on such thirtieth day; or

(g) where such withholding or deduction is imposed on a payment to an individual or a residual entity and is required to be made pursuant to the law of 23 December 2005 (as amended) introducing a 10 per cent. withholding tax as regards Luxembourg resident individuals.

As used in the Terms and Conditions, "**Relevant Date**" in respect of any Note, Receipt or Coupon means the date on which payment in respect thereof first became 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 on which notice is duly given to the Noteholders in accordance with Condition 13 that, upon further presentation of the Note, Receipt or Coupon being made in accordance with the Terms and Conditions (for those Notes that are not Dematerialised Notes) or in respect of the Dematerialised Notes, on the relevant date for payment, such payment will be made, **provided that** payment is in fact made upon such presentation (or in respect of Dematerialised Notes, on the relevant date for payment), "**Eligible Investor**" means from time to time a person who is allowed to hold securities through a so called "**X account**" (being an account exempted from withholding tax) in the X/N System in accordance with Article 4 of the Belgian Royal Decree of 26 May 1994, as amended or replaced from time to time. References in the Terms and Conditions to (a) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 or any amendment or supplement to it, (b) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (c) "**principal**" and/or "**interest**" shall be deemed to include any additional amounts which may be payable under this Condition. For Belgian tax purposes, "**interest**" has the meaning set out under "*Belgian Taxation*" above.

8. Prescription

Claims against the relevant Issuer and the Guarantor for payment in respect of the Notes, Guarantees, Receipts and Coupons (which, for this purpose shall not include Talons) will be prescribed and become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 7 above) in respect thereof.

The Luxembourg act dated 3 September 1996 on the involuntary dispossession of bearer securities, as amended (the "**Involuntary Dispossession Act 1996**") requires that, in the event that (i) an opposition has been filed in relation to any Bearer Notes, Receipts and Coupons and (ii) the Bearer Notes, Receipts and Coupons mature prior to becoming forfeited (as provided for in the Involuntary Dispossession Act 1996), any amount that is payable under the Bearer Notes, Receipts and Coupons, but has not yet been paid to the Noteholders or Couponholders, must be paid to the *Caisse de Consignations* in Luxembourg until the opposition has been withdrawn or the forfeiture of the Bearer Notes, Receipts and Coupons occurs.

9. Events of Default

9.1 Notes other than Senior Subordinated Notes, Junior Subordinated Notes and Subordinated Tier 2 Notes

This Condition 9.1 is applicable in relation to all Senior Notes.

If any one or more of the following events ("**Events of Default**") occurs and is continuing, the holder of any Note may give written notice to the Fiscal Agent or, in the case of X/N Notes, the Domiciliary Agent at its specified office that such Note is immediately repayable (**provided that** no such notice may be given if the Issuer has given a notice of early redemption of such Notes pursuant to Condition 5.75.7(a), 5.7(b) or (if applicable) (c), whereupon the Early Redemption Amount specified in the applicable Final Terms, together with accrued interest to the date of payment, shall become immediately due and payable unless prior to the date that such written notice is received by the Fiscal Agent or, as the case may be, the Domiciliary Agent, the relevant Issuer or, where applicable, the Guarantor shall have cured or the relevant Issuer or, where applicable, the Guarantor shall otherwise have made good all Events of Default in respect of the Notes:

(a) default in the payment of any principal or interest due in respect of the Notes or any of them and such default continuing for a period of 30 days; or

(b) default by the relevant Issuer or (in the case of Notes issued by BP2F) the Guarantor in the due performance or observance of any other obligation, condition or other provision under or in relation to the Notes or the Guarantees, as the case may be, if such default is not cured within 45 days after receipt by the Fiscal Agent or, as the case may be, the Domiciliary Agent of written notice thereof given by any Noteholder requiring the same to be remedied; or

(c) default by the relevant Issuer or (in the case of Notes issued by BP2F) the Guarantor in the payment of the principal of, or premium or prepayment charge (if any) or interest on, any other loan indebtedness of or assumed or guaranteed by the relevant Issuer or (in the case of Notes issued by BP2F) the Guarantor (which indebtedness has an aggregate principal amount of at least EUR 50,000,000 or its equivalent in any other currency or currencies), when and as the same shall become due and payable, if such default shall continue for more than the period of grace, if any, originally applicable thereto and the time for payment of such interest or principal has not been effectively extended, or in the event that any loan indebtedness of or assumed by the relevant Issuer or (in the Notes issued by BP2F) the Guarantor (which indebtedness has an aggregate principal amount of at least EUR 50,000,000 or its equivalent in any other currency or currencies), shall have become repayable before the due date thereof as a result of acceleration of maturity caused by the occurrence of an event of default thereunder; or

(d) the relevant Issuer is dissolved or wound up or otherwise ceases to exist prior to the redemption of all outstanding Notes or (in the case of Notes issued by BP2F) the Guarantor is dissolved or wound up or otherwise ceases to exist prior to the redemption of all outstanding Notes, except as a result of a Permitted Reorganisation, or the relevant Issuer ceases to be subsidiary of the Guarantor (save in the case of a substitution pursuant to Condition 10.4 where the substitute is the Guarantor or the Issuer is BNPPF); or

(e) the relevant Issuer or (in the case of Notes issued by BP2F) the Guarantor becomes insolvent, is unable to pay its debts generally (or in the case of BNPPF as relevant Issuer or as (in the case of Notes issued by BP2F) the Guarantor, is in *staking van betaling/cessation de paiements* (suspension of payments)) as they fall due, stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or ceases or threatens to cease to carry on its business, or proposes or makes a general assignment or an arrangement or composition with or for the benefit of its creditors, or a moratorium is agreed or declared in respect of or affecting all or a material part of the indebtedness of the relevant Issuer or (in the case of Notes issued by BP2F) the Guarantor, or if the relevant Issuer or (in the case of Notes issued by BP2F) the Guarantor commences a voluntary case or other proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, consents to the entry of an order for relief in any involuntary case or other proceeding under any such law as to the appointment of or the taking possession by a trustee, receiver, liquidator, custodian, assignee, sequestrator or similar official of the relevant Issuer or (in the case of Notes issued by BP2F) the Guarantor or of any substantial part of its property or as the winding up or liquidation of the relevant Issuer, or (in the case of Notes issued by BP2F) if the Guarantor applies for a *liquidation/vereffening* (liquidation) or *faillite/faillissement* (bankruptcy) or any procedures having similar or equivalent effect shall have been initiated in respect of the relevant Issuer or (in the case of Notes issued by BP2F) the Guarantor; or

(f) a court having jurisdiction in the premises enters a decree or order for relief in respect of the relevant Issuer or (in the case of Notes issued by BP2F) the Guarantor in an involuntary case or other proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a trustee, receiver, liquidator, custodian, assignee, sequestrator or other similar official of the relevant Issuer or (in the case of Notes issued by

BP2F) the Guarantor or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and any such decree or order continues unstayed in effect for a period of 30 consecutive days; or

(g) it becomes unlawful for the relevant Issuer or (in the case of Notes issued by BP2F) the Guarantor to perform any of their respective obligations under the Notes or the Guarantees, or any of their obligations ceases to be valid, binding or enforceable; or

(h) the Guarantees are not or are claimed by the Guarantor not to be in full force and effect in accordance with their terms.

In this Condition:

"**Permitted Reorganisation**" means an amalgamation, merger, consolidation, reorganisation or other similar arrangement entered into by the Guarantor under which:

(i) the whole of the business, undertaking and assets of the Guarantor are transferred to and all the liabilities and obligations of the Guarantor are assumed by the new or surviving entity either:

(A) automatically by operation of applicable law; or

(B) the new or surviving entity assumes all the obligations of the Guarantor under the terms of the Agency Agreement, the Notes and the Guarantees as fully as if it had been named in the Agency Agreement, the Notes and the Guarantees in place of the Guarantor; and, in either case,

(ii) the new or surviving entity will immediately after such amalgamation, merger, consolidation, reorganisation or other similar arrangement be subject to a European Union regulatory authority.

Any such notice by a Noteholder to the Fiscal Agent or, in the case of X/N Notes, the Domiciliary Agent shall specify the serial number(s) of the Note(s) concerned.

9.2 Senior Subordinated Notes

This Condition 9.2 is applicable in relation to Senior Subordinated Notes.

Any holder of a Senior Subordinated Note may, by notice to the Fiscal Agent or, in the case of X/N Notes, the Domiciliary Agent and the relevant Issuer, declare his Note to be due and payable, and such Note shall accordingly become immediately due and payable at its principal amount together with accrued interest to the date of repayment if an order is made or an effective resolution is passed for the bankruptcy (*faillissement/faillite*), or liquidation (*vereffening/liquidation*) of the relevant Issuer or the Guarantor, as the case may be.

9.3 Junior Subordinated Notes

This Condition 9.3 is applicable in relation to Junior Subordinated Notes.

(a) Any holder of a Junior Subordinated Note may, by notice to the Fiscal Agent or, in the case of X/N Notes, the Domiciliary Agent and the relevant Issuer, declare his Note to be due and payable, and such Note shall accordingly (subject to the provisions of Condition 3.3 or Condition 3.6, as the case may be) become immediately due and payable at its principal amount together with accrued interest to the date of repayment and any Arrears of Interest if an order is made or an effective resolution is passed for the bankruptcy (*faillissement/faillite*)

or liquidation (*vereffening/liquidation*) of the relevant Issuer or the Guarantor, as the case may be.

(b) A Noteholder may at its discretion institute such proceedings against the relevant Issuer as it may think fit to enforce any obligation, condition, undertaking or provision binding on the relevant Issuer under the Notes or the Coupons or the Receipts (if any) **provided that** such Issuer shall not by virtue of any such proceedings be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

(c) No remedy against the relevant Issuer, other than the institution of the proceedings referred to in sub-paragraph (b) above or the proving or claiming in any winding-up of such Issuer, shall be available to the Noteholders or the Couponholders or the Receiptholders (if any) whether for the recovery of amounts owing in respect of the Notes or the Coupons or in respect of any breach by the Issuer of any other obligation, condition or provision binding on it under the Notes or the Coupons or the Receipts (if any).

(d) In the event of an order being made or an effective resolution being passed for the winding-up, liquidation or bankruptcy of BP2F; then immediately thereupon and without further formality the Guarantor shall become the principal debtor under the Notes and the Coupons and the Receipts (if any) in place of BP2F and the Guarantees shall cease to be of any effect and the Noteholders and the Couponholders and the Receiptholders (if any) shall cease to have any rights or claims whatsoever against BP2F; **provided that**:

(i) the obligations of the Guarantor as principal debtor as aforesaid shall be subordinated to the same extent as its obligations under the Guarantees; and

(ii) no Noteholder or Couponholder or Receiptholder shall, as a result of any change in principal debtor as aforesaid, be entitled to claim from BP2F or the Guarantor any indemnification or payment in respect of any tax consequence of such change upon individual Noteholders or Couponholders or Receiptholders except to the extent provided for by Condition 7 (save that Condition 7(i) does not apply in these circumstances).

9.4 Subordinated Tier 2 Notes – Enforcement

This Condition 9.4 is applicable in relation to Subordinated Tier 2 Notes.

If default is made in the payment of any principal or interest due in respect of the Subordinated Tier 2 Notes or any of them and such default continues for a period of 30 days or more after the due date any holder may, without further notice, institute proceedings for the dissolution or liquidation of the Issuer.

In the event of the dissolution or liquidation (other than on a solvent basis) of the relevant Issuer, any holder may give notice to the relevant Issuer that the relevant Subordinated Tier 2 Note is, and shall accordingly forthwith become, immediately due and repayable at its principal amount, together with interest accrued to the date of repayment.

No remedy against the relevant Issuer other than as referred to in this Condition 9.4 shall be available to the holders of Subordinated Tier 2 Notes, whether for recovery of amounts owing in respect of the Subordinated Tier 2 Notes or in respect of any breach by the relevant Issuer of any of its obligations under or in respect of the Subordinated Tier 2 Notes.

For the avoidance of doubt, the holders of Subordinated Tier 2 Notes issued by BNPPF waive, to the fullest extent permitted by law (i) all rights whatsoever pursuant to Article 1184 of the Belgian Civil Code to rescind (*ontbinden/résoudre*), or to demand legal proceedings for the recission (*ontbinding/résolution*) of the Subordinated Tier 2 Notes and (ii) to the extent applicable, all their

rights whatsoever in respect of the Subordinated Tier 2 Notes pursuant to Article 487 of the Belgian Companies Code.

10. Meeting of Noteholders, Modifications, Substitution, Waivers and Determinations

10.1 Meetings of Noteholders

(a) In the case of Notes issued by BP2F, the Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interest, including modification by Extraordinary Resolution of the Notes (including the Terms and Conditions in so far as the same may apply to such Notes). An Extraordinary Resolution duly passed by the Noteholders will be binding on all the Noteholders, whether present or not at any meeting and whether or not they voted on the resolution and on all relevant Couponholders subject to applicable laws, except that any Extraordinary Resolution proposed, *inter alia,* (1) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest thereon, (2) to reduce or cancel the principal amount or any Instalment Amount of, or any premium payable on redemption of, the Notes, (3) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating the Interest Amount in the respect thereof, (4) if there is shown on the face of the Notes a Minimum Interest Rate and/or a Maximum Interest Rate, to reduce such Minimum Interest Rate and or Maximum Interest Rate, (5) to change any method of calculating the Final Redemption Amount or Early Redemption Amount or, in the case of Zero Coupon Notes, to change the method of calculating the Amortised Face Amount, (6) to change the currency or currencies of payment of the Notes, (7) to cancel or change the provisions of any Guarantee, (8) to take any steps which the relevant Note specifies may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply or (9) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, will only be binding if passed at a meeting of the Noteholders (or at any adjournment thereof) at which a special quorum (provided for in the Agency Agreement) is present. The Agency Agreement provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Agency Agreement by a majority consisting of not less than three quarters of the votes cast on such resolution, a resolution in writing signed by or on behalf of the holders of not less than three quarters in principal amount of the Notes for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Fiscal Agent) by or on behalf of the holders of not less than three quarters in principal amount of the Notes for the time being outstanding, shall, in each case be effective as an Extraordinary Resolution of the Noteholders. For the avoidance of doubt, the provisions of Articles 47-3 to 470–19 of the Luxembourg law on commercial companies dated 10 August 1915, as amended (the "**Companies Act 1915**"), are hereby excluded.

(b) In the case of Notes issued by BNPPF, all meetings of Noteholders will be held in accordance with the provisions of Article 568 sq. of the Belgian Company Code with respect to bondholders meetings. Subject to the quorum and majority requirements set out in Article 574 of the Belgian Company Code, and if required thereunder subject to validation by the Brussels court of appeal, the meeting of Noteholders shall be entitled to modify or waive any provision of the Terms and Conditions. Resolutions duly passed in accordance with these provisions of the Belgian Company Code at any meeting of Noteholders shall be binding on all Noteholders, whether or not they are present at the meeting and whether or not they vote in favour of such a resolution. A summary of such resolutions, setting out the decisions adopted at the meeting of Noteholders, shall be published in accordance with Condition 13 (*Notices*), so long as the Notes are admitted to listing on the official list and to trading on the Luxembourg Regulated Market and its rules so require. All convening notices for meetings of Noteholders shall be made in accordance with Article 570 of the Belgian Company Code, which currently requires an announcement to be published not less than fifteen days prior to the meeting, in the Belgian Official Gazette ("*Moniteur Belge/Belgisch Staatsblad*") and in a newspaper of national distribution in Belgium. Convening notices will also be published once, not less than eight days prior to the meeting, in accordance with Condition 13 (*Notices*).

(c) In the case of Dematerialised Notes issued by BNPPF, the rights of holders with the X/N System in respect of meetings of Noteholders will be governed by the standard procedures of the X/N System and Belgian Law. To the extent that the NBB does not attend and vote on behalf of such holders as instructed in accordance with the standard procedures of the X/N System, holders shall be entitled to attend and vote in such meetings in accordance with Belgian law and the Issuer shall recognise their entitlement accordingly. By accepting the deposit of the permanent Global Note, the NBB irrevocably authorises the holders to act on its behalf in such circumstances.

10.2 Modification of Agency Agreement

The Issuers and the Guarantor shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

10.3 Modification upon Significant Alteration Event (Issuer) or Force Majeure (Issuer)

If this Condition 10.3 is specified as being applicable in the applicable Final Terms, and if a Significant Alteration Event (Issuer) or a Force Majeure (Issuer) has occurred and the Issuer and/or the Calculation Agent reasonably considers that, subject to any changes being made to these Conditions or the Additional Terms and Conditions, it is possible for the Issuer to continue the Notes under similar conditions as those that existed prior to the occurrence of the Significant Alteration Event (Issuer) or Force Majeure (Issuer), the Issuer and/or the Calculation Agent may make such changes to the terms of the Notes (including, but not limited to, the yield, underlying, the level of underlying, maturity date, early redemption date, the date on which any interest is payable or a calculation, valuation or determination is made) as it deems necessary to effect to replicate as closely as possible the economic position that existed prior to the occurrence of the Significant Alteration Event (Issuer) or Force Majeure (Issuer) **provided that** no costs will be payable by Noteholders in respect of or as a result of any such adjustment made.

10.4 Substitution

(a) Substitution Events

(i) The occurrence of any of the following events, in respect of the Issuer or the Guarantor, as the case may be, shall constitute a "**Substitution Event**":

(ii) a divestment in respect of the Issuer;

(iii) the cancellation, suspension or revocation of any relevant authorisation or licence of the Issuer or, in relation to Notes issued by BP2F, the Guarantor, as the case may be, by any governmental, legal or regulatory authority;

(iv) a consolidation, amalgamation, merger or binding share exchange in respect of the Issuer or, in relation to Notes issued by BP2F, the Guarantor, as the case may be, with or into another entity or person;

(v) a takeover offer, tender offer, exchange offer, solicitation proposal or other event by any entity or person to purchase or otherwise obtain a controlling stake in the Issuer or, in relation to Notes issued by BP2F, the Guarantor, as the case may be; or

(vi) any other event affecting the relevant Issuer or, in relation to Notes issued by BP2F, the Guarantor, as the case may be, pursuant to which substitution is permissible in accordance with the regulations of any stock exchange, any applicable law or regulation in force in

the jurisdiction of the Issuer or the Guarantor, as the case may be, or any applicable law or regulation in force in the jurisdiction in which the securities are offered.

(b) Substitution Conditions

A substitution of the Issuer pursuant to sub-condition (c) below may only occur following a Substitution Event if the following conditions (the "**Substitution Conditions**") are satisfied:

(i) the Issuer confirms that there are no payment arrears in respect of the Notes, the Receipts or the Coupons and that there is no indication that payments will imminently be in arrears or that there may be any issues in making any payments in respect of the Notes, the Receipts or the Coupons;

(ii) all actions, conditions and things required to be taken, fulfilled and done to ensure that the Notes represent legal, valid and binding obligations of the Substitute having been taken, fulfilled and done and being in full force and effect;

(iii) the Substitute becomes party to the Agency Agreement (unless the Substitute is already a party to the Agency Agreement) with any appropriate consequential amendments, as if it had been an original party to it;

(iv) each stock exchange on which the Notes are listed has confirmed that, following the proposed substitution of the Substitute, the Notes will continue to be listed on such stock exchange;

(v) if appropriate, the Substitute has appointed a process agent as its agent in England to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the Notes; and

(vi) the Issuer has given at least 30 days' prior notice of the date of such substitution to the Noteholders in accordance with Condition 13.

(c) Substitution (Issuer)

An Issuer, or any previous Substitute, may following the occurrence of a Substitution Event, but is not obliged to, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes, the Receipts, the Coupons and the Talons any company (the "**Substitute**") which is the Guarantor (save where such Issuer is BNPPF), BNP Paribas, or any of the consolidated subsidiaries of BNP Paribas (the "**BNP Paribas Group**").

The substitution shall be made by a deed poll (the "**Deed Poll**"), to be substantially in the form scheduled to the Agency Agreement as Schedule 8, and may take place only if:

(i) the Substitute shall, by means of the Deed Poll, agree to indemnify each Noteholder and Couponholder against any tax, duty, assessment or governmental charge which is imposed on it by (or by any authority in or of) the jurisdiction of the country of the Substitute's residence for tax purposes and, if different, of its incorporation with respect to any Note, Receipt, Coupon or Talon and which would not have been so imposed had the substitution not been made, as well as against any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution;

(ii) where the Substitute is not the Guarantor, the obligations of the Substitute under the Deed Poll, the Notes, Receipts, Coupons and Talons shall be unconditionally and irrevocably guaranteed by the Guarantor by means of the Deed Poll;

(iii) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Deed Poll and the Notes, Receipts, Coupons and Talons represent valid, legally binding and enforceable obligations of the Substitute and, in the case of the Deed Poll (where the Substitute is not the Guarantor), of the Guarantor have been taken, fulfilled and done and are in full force and effect;

(iv) the Substitute shall have become party to the Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it;

(v) legal opinions addressed to the Noteholders shall have been delivered to them (care of the Fiscal Agent) from a lawyer or firm of lawyers with a leading securities practice in each jurisdiction referred to in (i) above and in England that the Deed Poll, the Notes (and, where applicable, the Receipts, Coupons and Talons) represent valid, legally binding and enforceable obligations of the Substitute and, where the Substitute is not the Guarantor, of the Guarantor;

(vi) the relevant Issuer shall have given at least 14 days' prior notice of such substitution to the Noteholders, stating that copies or, pending execution, the agreed text of all documents in relation to the substitution which are referred to above, or which might otherwise reasonably be regarded as material to Noteholders, will be available for inspection at the specified offices of each of the Paying Agents;

(vii) the creditworthiness of the Substitute at such time being at least equal to the creditworthiness of the Issuer (or of any previous Substitute), as determined by the Calculation Agent by reference to, inter alia, the long term senior debt ratings (if any) assigned by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., Moody's Investors Service Ltd. and/or Fitch Ratings Limited, or any successor rating agency or agencies thereto, or such other rating agency as the Calculation Agent determines to the Substitute or, as the case may be, to the Issuer (or to any previous Substitute);

(viii) the Issuer has obtained from the Substitute an undertaking that the substitution will not be materially prejudicial to the interests of the Noteholders and that it will not deduct any costs relating to the substitution from amounts due to the Holder

References in Condition 9 to obligations under the Notes shall be deemed to include obligations under the Deed Poll, and, where the Deed Poll contains a guarantee, the events listed in Condition 9 shall be deemed to include that guarantee not being (or being claimed by the Guarantor not to be) in full force and effect. The Issuer and the Substitute shall also notify the Luxembourg Stock Exchange in respect of such a substitution, procure that a supplement to the Base Prospectus be prepared (if required) and comply with the relevant rules and regulations of the Luxembourg Stock Exchange and/or such other competent authority, stock exchange and/or quotation system on which the Notes are admitted to listing, trading and/or quotation.

Where the Substitute is the Guarantor, any substitution of the Guarantor as the Issuer shall not result in an Event of Default under Condition 9.1(h).

For the purposes of article 1275 of the Luxembourg civil code, the Noteholders and the Couponholders, by subscribing for, or otherwise acquiring the Notes or the Coupons, are deemed (i) to have expressly consented to any substitution of BP2F effected in accordance with this Condition 10.4 and to the release of the Issuer from any and all obligations in respect of the Notes; and (ii) to have accepted such substitution and the consequences thereof or/and with any local requirement in the jurisdiction(s) where all or some of the outstanding Notes have been offered, placed or distributed.

(d) Substitution (Guarantor)

BNPPF or any company previously substituted for it in accordance with this sub-condition (d), in each case as Guarantor in respect of any Notes ("**Existing Guarantor**") may, following the occurrence of a Substitution Event, but is not obliged to, without the consent of the Noteholders, substitute another company in the BNP Paribas Group (the "**Substitute Guarantor**") for itself in its capacity as Existing Guarantor, subject to:

(i) the creditworthiness of the Substitute Guarantor at such time being at least equal to the creditworthiness of BNPPF (or of any previous Substitute under this Condition), as determined by the Calculation Agent by reference to, inter alia, the long term senior debt ratings (if any) assigned by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and/or Moody's Investors Service Ltd. and/or Fitch Ratings Limited, or any successor rating agency or agencies thereto, or such other rating agency as the Calculation Agent determines to the Substitute Guarantor or, as the case may be, to BNPPF (or to any previous Substitute under this Condition);

(ii) the Substitute Guarantor having entered into a guarantee (the "**Substitute Guarantee**") in respect of the Notes in substantially the same form as the relevant BNPPF Note Guarantees and such other documents (if any) as may be necessary to give full effect to the substitution (the "**Documents**") and (without limiting the generality of the foregoing) pursuant to which the Substitute Guarantor shall undertake in favour of each Noteholder to be bound by these Terms and Conditions and the provisions of the Agency Agreement as fully as if the Substitute Guarantor had been named in these Terms and Conditions, the Documents and the Agency Agreement as the guarantor in respect of the Notes in place of BNPPF (or of any previous Substitute under this Condition);

(iii) the Substitute Guarantee and the Documents having been delivered to BNP Paribas Securities Services, Luxembourg Branch to be held by BNP Paribas Securities Services, Luxembourg Branch for so long as any Notes remain outstanding and for so long as any claim made against the Substitute Guarantor or the Issuer by any Noteholder in relation to the Notes, the Substitute Guarantee or the Documents shall not have been finally adjudicated, settled or discharged;

(iv) each stock exchange on which the Notes are listed having confirmed that following the proposed substitution of the Substitute Guarantor (or of any previous Substitute under this Condition) it will continue to list the Notes;

(v) if appropriate, the Substitute Guarantor having appointed a process agent as its agent in England to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the Notes or the Substitute Guarantee;

(vi) BNPPF (or any previous Substitute under this Condition) having given at least 30 days' prior notice of the date of such substitution to the Noteholders in accordance with Condition 13

(vii) BNPPF (or any previous Substitute under this Condition) confirming that there are no payments in arrears and that there is no indication that payments will imminently be in arrears or that there may be any issues in making payments in respect of principal and interest (if any); and

(viii) BNPPF (or any previous Substitute under this Condition) having obtained from the Substitute Guarantor an undertaking that the substitution will not be materially prejudicial to the interests of the Holders and that it will not deduct any costs relating to the substitution from amounts due to the Noteholder.

10.5 Exclusion of termination condition (condition résolutoire)

For the avoidance of doubt, no Noteholder, Receiptholder or Couponholder may initiate proceedings against BP2F based on article 98 of the Companies Act 1915.

10.6 Subordinated Tier 2 Notes – Variation following a Capital Disqualification Event

This Condition 10.6 is applicable in relation to Subordinated Tier 2 Notes issued by BNPPF only.

In the case of Subordinated Tier 2 Notes which have a minimum Specified Denomination of EUR 100,000 or more the Issuer has the option to specify in the Final Terms that a Capital Disqualification Event Variation is applicable. Where such Capital Disqualification Event Variation is specified in the Final Terms as being applicable and the Issuer has satisfied the Fiscal Agent that a Capital Disqualification Event (as defined in Condition 5.10) has occurred and is continuing, then the Issuer may, subject to the other provisions of this Condition 10.6 (without any requirement for the consent or approval of the Noteholders (subject to the notice requirements below)) vary the terms of all (but not some only) of the Subordinated Tier 2 Notes so that they remain or, as appropriate, become, Qualifying Securities.

In connection with any variation in accordance with this Condition 10.6, 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.

Any variation in accordance with this Condition 10.6 is subject to the Issuer (i) obtaining the permission therefor from the Relevant Regulator (if required) or the Relevant Resolution Authority (if required), **provided that** at the relevant time such permission is required to be given; and (ii) giving not less than 30 and not more than 60 days' notice to the Noteholders, in accordance with Condition 13, which notice shall be irrevocable. Any such notice shall specify the relevant details of the manner in which such variation shall take place and where the holders can inspect or obtain copies of the new Terms and Conditions of the Subordinated Tier 2 Notes.

As used in this Condition 10.6:

"**Qualifying Securities**" means securities issued by the Issuer that:

(a) rank equally with the ranking of the Subordinated Tier 2 Notes;

(b) have terms not materially less favourable than the terms of the Subordinated Tier 2 Notes (as reasonably determined by the Issuer in consultation with an independent investment bank of international standing, and **provided that** a certification to such effect of two Directors of the Issuer shall have been delivered to the Fiscal Agent prior to the issue of the relevant securities), **provided that** such securities:

(i) contain terms such that they comply with the then Applicable Banking Regulation in relation to Tier 2 Capital;

(ii) include terms which provide for the same (or, from a Noteholder's perspective, more favourable) Interest Rate from time to time, Interest Payment Dates, Maturity Date and Early Redemption Amount(s) as apply from time to time to the relevant Series of Subordinated Tier 2 Notes immediately prior to such variation;

(iii) shall preserve any existing rights under the Terms and Conditions to any accrued interest, principal and/or premium which has not been satisfied;

(iv) do not contain terms providing for the mandatory or voluntary deferral of payments of principal and/or interest;

(v) do not contain terms providing for loss absorption through principal write down, write-off or conversion to ordinary shares; and

(vi) are otherwise not materially less favourable to Noteholders;

(c) if the Subordinated Tier 2 Notes which have been varied were listed on a regulated market or multilateral trading facility, such securities are listed on the same regulated market or multilateral trading facility or on such other regulated market in the European Economic Area as selected by the Issuer (if such securities were listed on a regulated market) or on such other multilateral trading facility in the European Economic Area as selected by the Issuer (if such securities were listed on a multilateral trading facility); and

(d) where the Subordinated Tier 2 Notes which have been varied had a published rating from a Rating Agency immediately prior to their variation each such Rating Agency has ascribed, or announced its intention to ascribe, an equal or higher published rating to the relevant Subordinated Tier 2 Notes.

10.7 Determinations

Unless otherwise specified, the calculation or determination 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 pursuant to the Terms and Conditions will be calculated, determined, formed or exercised by the Calculation Agent. In performing its duties pursuant to the Notes, the Issuer and the Calculation Agent shall, unless otherwise specified, act in good faith and in a commercially reasonable manner. 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 shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent, the Issuer and the Guarantor shall, in the absence of wilful misconduct and/or gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

Any calculation, determination, formation of any opinion or exercise of any discretion by the Calculation Agent pursuant to the Notes shall (in the absence of manifest error) be final, conclusive and binding on the Issuer, the Guarantor (if applicable) and the Noteholders. Whenever the Calculation Agent is required to make any determination it may, inter alia, decide issues of construction and legal interpretation to the extent permitted under applicable law.

The Calculation Agent, the Issuer and the Guarantor (if any) will have no responsibility for good faith errors or omissions in any calculations made or provided by the Calculation Agent to the extent permitted under applicable law. The calculations and determinations of the Calculation Agent will be made in accordance with the Terms and Conditions having regard, in each case, to the relevant criteria stipulated in the Terms and Conditions and, where relevant, on the basis of information provided to or obtained by it and after such further enquiries as it deems necessary.

In case the Calculation Agent is required to, or permitted by, these Conditions and/or any Additional Terms and Conditions to exercise certain discretions in relation to the Notes (in accordance with these Conditions and/or any Additional Terms and Conditions), and which discretions may include, without limitation, determinations or adjustments relating to the yield, underlying, the level of underlying, maturity date, early redemption date, the date on which any interest is payable or a calculation, valuation or determination is made, the Calculation Agent will, in exercising such discretions, act in good faith and in a commercially reasonable manner and, where such discretion has an impact on the terms of any Notes, exercise such discretion with a view to replicate as closely as possible the economic position that existed prior to the occurrence of the event giving rise to the exercise of such discretion.

11. Replacement of Notes, Receipts, Coupons and Talons

If a Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws and the regulations of the relevant competent authority, stock exchange and/or quotation system, at the specified office of such Paying Agent as may from time to time be designated by the relevant Issuer for the purpose and notice of whose designation is given to the Noteholders in accordance with Condition 13 (in the case of Bearer Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Registered Notes), in each case on payment by the claimant of the fees and costs reasonably incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there will be paid to the relevant Issuer on demand the amount payable by such Issuer in respect of such Notes, Receipts, Coupons or further Coupons) and otherwise as such Issuer may require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued. The replacement of the Bearer Notes or Coupons in the case of loss or theft shall be subject to the procedure of the Involuntary Dispossession Act 1996.

12. Further Issues

The relevant Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same Terms and Conditions as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon, the date from which interest starts to accrue and the date of issue and so that the same shall be consolidated and form a single Series with such Notes, and references in the Terms and Conditions to "**Notes**" shall be construed accordingly.

13. Notices

13.1 Dematerialised Notes

Save where another means of effective communication has been specified herein or in the relevant Final Terms and subject to Condition 13.2 below, notices in respect of Dematerialised Notes may be given by delivery of the relevant notice to the X/N System for communication by it to entitled holders. If such delivery is not practicable, notices will be deemed to be validly given if published as provided in Condition 13.3 below.

13.2 Notes admitted to listing, trading and/or quotation

So long as any Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange or quotation system, notices to the Noteholders will, save where another means of effective communication has been specified herein or, in the case of Exempt Notes only, in the relevant Final Terms, be deemed to be validly given if:

(a) in the case of Notes admitted to listing on the official list and to trading on the Luxembourg Stock Exchange (so long as such Notes are admitted to listing on the official list and to trading on the Luxembourg Stock Exchange and any applicable laws, rules or regulations so require), published in a leading newspaper having general circulation in Luxembourg (which is expected to be *the Luxemburger Wort*) or on the website of the Luxembourg Stock Exchange (www.bourse.lu), and/or in such other manner as may be required by applicable laws, rules and regulations from time to time; and/or

(b) in the case of Notes admitted to listing, trading and/or quotation by any other competent authority, stock exchange and/or quotation system, if published in such manner as may be required by the applicable laws, rules and regulations of that competent authority, stock exchange and/or quotation system from time to time.

13.3 In any other cases

Where both Condition 13.1 and Condition 13.2 are inapplicable, notices will, save where another means of effective communication has been specified herein or, in the case of Exempt Notes only, in the relevant Final Terms, be deemed to be validly given if published in a leading daily newspaper having general circulation in the United Kingdom (which is expected to be the *Financial Times*), or, if such publication is not practicable, if published in a leading English language daily newspaper having general circulation in Europe.

13.4 General

For the avoidance of doubt, where both Condition 13.1 and Condition 13.2 apply, notices must be given in the manner specified in Condition 13.1 and Condition 13.2 in order to be deemed to be validly given.

Notices to Noteholders of any Notes may, at the sole discretion of the Issuer and solely for informational purposes, also be published on the website of the Issuer and/or, in the case of Exempt Notes only, of any other entity specified in the relevant Final Terms for this purpose.

Unless otherwise specified in the applicable Final Terms, any notice will be deemed to have been validly given on the date and time of such notification (or, if required to be notified in more than one manner, on the first date on which notification shall have been made in all required manners).

Couponholders will be deemed for all purposes to have notice of the contents of any notice validly given to Noteholders in accordance with this Condition.

14. Currency Indemnity

If any sum due from the Issuer in respect of the Notes or the Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the "**first currency**") in which the same is payable under the Terms and Conditions or such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the specified office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

15. Rounding

For the purposes of any calculations referred to in the Terms and Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

16. Governing Law and Jurisdiction

16.1 Governing Law

The Agency Agreement, the Notes, the Receipts and the Coupons and all non-contractual obligations arising out of or in connection with the Agency Agreement, the Notes, the Receipts and the Coupons are governed by and shall be construed in accordance with English law except for (a) in the case of Notes issued by BP2F, Conditions 3.2 and 3.3 and all non-contractual obligations arising out of or in connection therewith which shall be governed by and shall be construed in accordance with Luxembourg law and Conditions 3.5, 3.6, 3.7 and 3.8 and all non-contractual obligations arising out of or in connection therewith which shall be governed by and shall be construed in accordance with Belgian law and (b) in the case of Notes issued by BNPPF, Conditions 1.2, 3.2, 3.3, 3.7 and 10.1(b) and all non-contractual obligations arising out of or in connection therewith which shall be governed by and shall be construed in accordance with Belgian law.

Guarantees to which Condition 3.4 applies and all non-contractual obligations arising out of or in connection with them are governed by English law.

Guarantees to which Condition 3.5 applies and all non-contractual obligations arising out of or in connection with them and Guarantees to which Condition 3.6 applies and all non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with Belgian law. Guarantees to which Condition 3.8 applies and all non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with Belgian law.

16.2 Jurisdiction

Subject as provided below and subject to any mandatory rules of the Brussels Recast Regulation (as defined below), the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Notes, the Receipts, the Coupons and/or the Talons including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Notes, the Receipts, the Coupons and/or the Talons (a "**Dispute**") and accordingly each of the Issuers, the Guarantor and any Noteholders, Receiptholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.

For the purposes of this Condition 16.2, the Issuer and the Guarantor waive any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

To the extent allowed by law, the Noteholders, the Receiptholders and the Couponholders may, in respect of any Dispute or Disputes, take (A) proceedings in any other court with jurisdiction; and (B) concurrent proceedings in any number of jurisdictions.

If Essential Trigger is specified as applicable in the applicable Final Terms and to the extent that any proceedings in respect of the Notes relate to consumers (as such term is used in Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (the "**Brussels Recast Regulation**")), notwithstanding this Condition 16.2, the Issuer will be required to, and such consumers may, in respect of any Dispute in respect of the Notes, take proceedings in the jurisdictions specified in Article 18 of the Brussels Recast Regulation.

16.3 Service of Process

Each of the Issuers and the Guarantor irrevocably appoints BNP Paribas London Branch (10 Harewood Avenue, London NW1 6AA, United Kingdom) as its agent for service of process in any proceedings before the English courts in relation to any Dispute. If such process agent is unable or unwilling for any reason so to act, each of the Issuers and the Guarantor irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders (in the case of Notes issued by BP2F) of such appointment in accordance with Condition 13. Each of the Issuers and the Guarantor agree that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. Nothing shall affect the right to serve process in any manner permitted by law.

17. Recognition of Bail-in and Loss Absorption

17.1 Acknowledgment

By its acquisition of the Notes, each Noteholder (which, for the purposes of this Condition 17, includes any current or future holder of a beneficial interest in the Notes) acknowledges, accepts, consents and agrees:

(a) to be bound by the effect of the exercise of the Bail-in or Loss Absorption Power (as defined below) by the Relevant Resolution Authority (as defined below), which may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the Amounts Due (as defined below);

(ii) the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Notes, in which case the Noteholder agrees to accept in lieu of its rights under the Notes any such shares, other securities or other obligations of the Issuer or another person;

(iii) the cancellation of the Notes; and/or

(iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period;

(b) that the terms are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in or Loss Absorption Power by the Relevant Resolution Authority.

(c) For these purposes, the "**Amounts Due**" means, in relation to any Notes, the amounts payable upon redemption of such Notes, and any accrued and unpaid interest on such Notes which has not been previously cancelled or otherwise is no longer due.

17.2 Bail-in or Loss Absorption Power

For these purposes:

(a) the "**Bail-in or Loss Absorption Power**" is any power existing from time to time under any laws, regulations, rules or requirements in effect in Belgium or Luxembourg, relating to the transposition of Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (as amended from time to time, the "**BRRD**"), including without limitation**,** in respect of Belgium, the Belgian law of 25 April 2014 *op het statuut en toezicht op*

kredietinstellingen en beursvennootschappen / relative au statut et au contrôle des établissements de credit et des societies de bourse, in respect of Luxembourg, the law of 18 December 2015 on the default of credit institutions and certain investment firms (as amended) (the "**BRR Act 2015**"), Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (as amended from time to time, the "**Single Resolution Mechanism Regulation**"), or otherwise arising under Belgian or Luxembourg law, and in each case the instructions, rules and standards created thereunder, pursuant to which the obligations of a Regulated Entity (or an affiliate of such Regulated Entity) can be reduced (in part or in whole), cancelled, suspended, transferred, varied or otherwise modified in any way, or securities of a Regulated Entity (or an affiliate of such Regulated Entity) can be converted (in part or in whole) into shares, other securities, or other obligations of such Regulated Entity or any other person, whether in connection with the implementation of a bail-in tool following placement in resolution or otherwise.

(b) A reference to a "**Regulated Entity**" in respect of any entity incorporated or established in Luxembourg, to any institution or entity referred to in points (1), (2), (3) or (4) of Article 2(1) of the BRR Act 2015, and in respect of any entity incorporated or established in Belgium, any entity referred to in Article 3, 42° of the Belgian Banking Law.

(c) A reference to the "**Relevant Resolution Authority**" is in respect of Belgium, the National Bank of Belgium, in respect of Luxembourg, the *Commission de Surveillance du Secteur Financier*, acting in its capacity as resolution authority *(Conseil de Résolution)* within the meaning of Article 3(1) of BRRD, the Single Resolution Board established pursuant to the Single Resolution Mechanism Regulation, and/or any other authority entitled to exercise or participate in the exercise of any Bail-in or Loss Absorption Power from time to time (including the Council of the European Union and the European Commission when acting pursuant to Article 18 of the Single Resolution Mechanism Regulation).

17.3 Payment of Interest and Other Outstanding Amounts Due

No repayment or payment of the Amounts Due will become due and payable or be paid after the exercise of the Bail-in or Loss Absorption Power by the Relevant Resolution Authority with respect to the Issuer unless, at the time such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations in effect in France and the European Union applicable to the Issuer or other members of its group.

17.4 No Event of Default

Neither a cancellation of the Notes, a reduction, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Bail-in or Loss Absorption Power by the Relevant Resolution Authority with respect to the Issuer, nor the exercise of any Bail-in or Loss Absorption Power by the Relevant Resolution Authority with respect to the Notes will be an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Noteholder to any remedies (including equitable remedies) which are hereby expressly waived.

17.5 Notice to Noteholders

Upon the exercise of any Bail-in or Loss Absorption Power by the Relevant Resolution Authority with respect to the Notes, the Issuer will give notice to the Noteholders in accordance with Condition 13 (*Notices*) as soon as practicable regarding such exercise of the Bail-in or Loss Absorption Power. The

Issuer will also deliver a copy of such notice to the Principal Paying Agent for information purposes, although the Principal Paying Agent shall not be required to send such notice to Noteholders. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Bail-in or Loss Absorption Power nor the effects on the Notes described in Condition 17.1 above.

17.6 Duties of Principal Paying Agent

Upon the exercise of any Bail-in or Loss Absorption Power by the Relevant Resolution Authority, the Issuer and each Noteholder (including each holder of a beneficial interest in the Notes) hereby agree that (a) the Principal Paying Agent shall not be required to take any directions from Noteholders, and (b) the Agency Agreement shall impose no duties upon the Principal Paying Agent whatsoever, in each case with respect to the exercise of any Bail-in or Loss Absorption Power by the Relevant Resolution Authority.

Notwithstanding the foregoing, if, following the completion of the exercise of the Bail-In Power by the Relevant Resolution Authority, any Notes remain outstanding (for example, if the exercise of the Bail-In Power results in only a partial write-down of the principal of the Notes), then the Principal Paying Agent's duties under the Agency Agreement shall remain applicable with respect to the Notes following such completion to the extent that the Issuer and the Principal Paying Agent shall agree pursuant to an amendment to the Agency Agreement.

17.7 Pro-rating

If the Relevant Resolution Authority exercises the Bail-in or Loss Absorption Power with respect to less than the total Amounts Due, unless the Principal Paying Agent is otherwise instructed by the Issuer or the Relevant Resolution Authority, any cancellation, write-off or conversion made in respect of the Notes pursuant to the Bail-in or Loss Absorption Power will be made on a pro-rata basis.

17.8 Conditions Exhaustive

The matters set forth in this Condition 17 shall be exhaustive on the foregoing matters to the exclusion of any other agreements, arrangements or understandings between the Issuer and any holder of a Note.

PART 2: ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

This section sets out different economic or "payout" terms in respect of different types of Notes. These terms are optional provisions and only some of them will apply to the relevant Notes. The applicable Final Terms will specify which of the provisions apply to the relevant Notes. This section must be read in conjunction with the Note Conditions set out in Part 1 (in respect of Notes in definitive form) and, in respect of Notes in global form, with the provisions of the relevant Global Note (as described under "Summary of Provisions Relating to Global Notes and Certain Provisions with Respect to Dematerialised Notes") and, where applicable, with the Additional Terms and Conditions set out in Part 3 and/or Part 4 and/or Part 5.

PART 2 : ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

The following terms and conditions (the "**Payout Conditions**"), subject to completion in the applicable Final Terms, relate to the payouts in respect of the Notes. In particular, certain sections of the Payout Conditions will be set out and completed in the applicable Final Terms. In the event of any inconsistency between the terms and conditions of the Notes (the "**Note Conditions**") or the Payout Conditions, the Payout Conditions shall prevail. In the event of any inconsistency between (a) the Note Conditions and/or the Payout Conditions and (b) the Final Terms, the Final Terms shall prevail. The descriptions of the payouts, interest rates and/or related provisions included in italics below do not form part of the Payout Conditions, are included for information purposes only and are subject to the detailed terms of the relevant payout or interest rate, as applicable.

1. FIXED INCOME INTEREST RATES AND PAYOUTS

(a) Fixed Income Interest Rates

The following Interest Rate will apply to the Notes if specified in the applicable Final Terms:

(i) FI Digital Coupon

If FI Digital Coupon is specified as applicable in the applicable Final Terms:

(A) if the FI Digital Coupon Condition is satisfied in respect of the relevant FI Interest Valuation Date:

$$\text{Min}\left(\text{Global Cap A}, \text{Max}\left(\text{Global Floor A}, \left(\sum_{i=1}^{n} \text{Gearing A}_{(i)} \times \text{FI Rate A}_{(i)}\right) + \text{Constant A}\right)\right); \text{ or}$$

(B) if the FI Digital Coupon Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

$$\text{Min}\left(\text{Global Cap B}, \text{Max}\left(\text{Global Floor B}, \left(\sum_{i=1}^{n} \text{Gearing B}_{(i)} \times \text{FI Rate B}_{(i)}\right) + \text{Constant B}\right)\right)$$

Description of the Payout

A FI Digital Coupon provides that the Notes bear interest at one of 2 specified rates depending upon whether or not the specified Digital Coupon Condition is satisfied. The specified rate can be (i) a fixed percentage or (ii) a fixed percentage (which may be equal to zero) plus a floating rate, where the floating rate may be the sum of one or more floating interest rates or inflation rates with individual gearings applied. The payout may be subject to a minimum level (equal to the Global Floor) or a maximum level (equal to the Global Cap). The Gearing may be zero, a negative or a positive number and the fixed percentage may be equal to zero.

The Digital Coupon Condition is indexed to the value of the Underlying Reference(s) (which may be one or more Inflation Index/Indices or one or more Underlying Interest Rates) comparative to a barrier level(s) which can be fixed or step up or down.

(ii) Range Accrual Coupon

If Range Accrual Coupon is specified as applicable in the applicable Final Terms:

$$Min\left\{Global\ Cap, Max\left(Global\ Floor, Min\left[Local\ Cap, Max\left(Local\ Floor, Global\ M\arg in + \sum_{i=1}^{n} Gearing_{(i)} \text{ x FI Rate}_{(i)}\right)\right] \text{x } {}^{n}\!/_{N}\right)\right\}$$

Where:

"**n**" is the number of Range Accrual Days in the relevant Range Period on which the Range Accrual Coupon Condition is satisfied; and

"**N**" is the number of Range Accrual Days in the relevant Range Period.

If Deemed Range Accrual is specified as applicable in the applicable Final Terms, the FI DC Barrier Value for each Range Accrual Day in the period from (and including) the Range Cut-off Date to (and including) the Range Period End Date will be deemed to be the FI DC Barrier Value on the Range Cut-off Date.

Description of the Payout

*A Range Accrual Coupon provides that the Notes bear interest on the basis of a rate calculated by reference to the number of Range Accrual Days in the relevant Range Accrual Period where the Range Accrual Coupon Condition is satisfied. The interest payable on each Interest Payment Date is equal to K * n/N, where n is the number of Range Accrual Days in the Range Accrual Period on which the Range Accrual Coupon Condition is satisfied and N is the total number of Range Accrual Days in the Range Accrual Period. K can be a fixed percentage or a floating rate plus a margin (which may be zero) and is subject to a minimum level (equal to the Local Floor) or a maximum level (equal to the Local Cap). The floating rate may be the sum of one or more floating interest rates or inflation rates with individual gearings applied.*

The overall rate payable is also subject to a minimum level (equal to the Global Floor) or a maximum level (equal to the Global Cap).

The Range Accrual Coupon Condition is indexed to the value of the Underlying Reference(s) (which may be one or more Inflation Index/Indices or one or more Underlying Interest Rates) comparative to a barrier level(s) which can be fixed or step up or down.

(iii) Combination Floater Coupon

If Combination Floater is specified as applicable in the applicable Final Terms:

$$Min\left\{Global\ Cap, Max\left(Global\ Floor, Min\left(Local\ Cap, Max\left(Local\ Floor, Global\ Margin + \sum_{i=1}^{n} Gearing_i \times FI\ Rate_i\right)\right)\right)\right\}.$$

Description of the Payout

A Combination Floater Coupon may be any of the following (i) a fixed percentage or (ii) a floating rate plus a margin (which can be equal to zero), where the floating rate may be the sum of one or more floating interest rates or inflation rates with individual gearings applied and where the sum of the floating rate and Global Margin is subject to a Local Floor and a Local Cap. The rate payable is subject to a minimum level (equal to the Global Floor) or a maximum level (equal to the Global Cap). The Gearing may be zero, negative or positive.

(iv) PRDC Coupon

If PRDC Coupon is specified as applicable in the applicable Final Terms:

(A) if Knock-in Event is specified as applicable in the applicable Final Terms:

I. if no Knock-in Event has occurred, 0 (zero); or

II. if a Knock-in Event has occurred:

Min (Cap, Max (Floor, (Coupon Percentage 1 × PRDC Performance) – Coupon Percentage 2));

(B) if Knock-in Event is not specified as applicable in the applicable Final Terms:

Min (Cap, Max (Floor, (Coupon Percentage 1 × PRDC Performance) - Coupon Percentage 2));

(C) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

I. if a Knock-in Event has occurred but a Knock-out Event has not occurred:

Min (Cap, Max (Floor, (Coupon Percentage 1 × PRDC Performance) - Coupon Percentage 2));

II. if (a) a Knock-in Event and a Knock-out Event have occurred or (b) a Knock-out Event has occurred, 0 (zero);

Where:

"**PRDC Performance**" means the quotient of the Final Settlement Price (as numerator) and the Initial Settlement Price (as denominator).

Description of the Payout

If a Knock-in Event or a Knock-in Event and Knock-out Event are specified as applicable, the interest payable will vary depending on whether such event(s) have occurred.

If applicable, a Knock-in Event or Knock-out Event will occur if on a Knock-in Determination Day or Knock-out Determination Day (as applicable) or in respect of a Knock-in Determination Period or Knock-out Determination Period (as applicable) the level of the Underlying Reference (which will be a Subject Currency) when observed at the specified time(s) is greater than, greater than or equal to, less than or less than or equal to (as applicable) the level specified in or determined as provided in the applicable Final Terms or within the Knock-in Range Level or Knock-out Range Level specified.

Whether a Knock-in Event and, if applicable, a Knock-out Event has occurred will determine whether the interest rate will be zero or a percentage that is (subject to a specified minimum and/or maximum) equal to a specified percentage multiplied by the performance of the Underlying Reference over a specified period and reduced by a specified percentage.

(v) FI Digital Floor Coupon

If the Notes are specified in the applicable Final Terms as being FI Digital Floor Coupon Notes:

(A) if Knock-in Event is specified as applicable in the applicable Final Terms:

I. if no Knock-in Event has occurred, 0 (zero);

II. if a Knock-in Event has occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Digital Floor Percentage 1; or

III. if a Knock-in Event has occurred and the FI Digital Floor Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

Digital Floor Percentage 2.

(B) if Knock-in Event is not specified as applicable in the applicable Final Terms:

I. if the FI Digital Floor Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Digital Floor Percentage 1; or

II. if the FI Digital Floor Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

Digital Floor Percentage 2; or

(C) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

I. if no Knock-in Event has occurred, 0 (zero); or

II. if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Digital Floor Percentage 1; or

III. in all other cases:

Digital Floor Percentage 2.

Description of the Payout

If a Knock-in Event or a Knock-in Event and Knock-out Event are specified as applicable, the interest payable will vary depending on (i) whether such event(s) have occurred and (ii) whether the FI Digital Floor Condition is satisfied. If no Knock-in Event or Knock-out Event is specified, the interest payable will vary depending on whether the FI Digital Floor Condition is satisfied.

The FI Digital Floor Condition will be satisfied if the FI Digital Value is less than or equal to the level specified or determined as provided in the applicable Final Terms. If applicable, a

Knock-in Event or Knock-out Event will occur if on a Knock-in Determination Day or Knock-out Determination Day (as applicable) or in respect of a Knock-in Determination Period or Knock-out Determination Period (as applicable) the level of the Underlying Reference (which will be a Subject Currency) when observed at the specified time(s) is greater than, greater than or equal to, less than or less than or equal to (as applicable) the level specified in or determined as provided in the applicable Final Terms or within the Knock-in Range Level or Knock-out Range Level specified.

Whether (i) a Knock-in Event and, if applicable, a Knock-out Event has occurred and (ii) the FI Digital Floor Condition is satisfied will determine whether interest is payable and, if so, which specified rate will be used to calculate the interest payable.

(vi) FI Digital Cap Coupon

If the Notes are specified in the applicable Final Terms as being FI Digital Cap Coupon Notes:

(A) if Knock-in Event is specified as applicable in the applicable Final Terms:

I. if no Knock-in Event has occurred, 0 (zero);

II. if a Knock-in Event has occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Digital Cap Percentage 1; or

III. if a Knock-in Event has occurred and the FI Digital Cap Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

Digital Cap Percentage 2; or

(B) if Knock-in Event is not specified as applicable in the applicable Final Terms:

I. if the FI Digital Cap Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Digital Cap Percentage 1; or

II. if the FI Digital Cap Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

Digital Cap Percentage 2; or

(C) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

I. if no Knock-in Event has occurred, 0 (zero); or

II. if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Digital Cap Percentage 1; or

III. in all other cases:

Digital Cap Percentage 2.

Description of the Payout

If a Knock-in Event or a Knock-in Event and Knock-out Event are specified as applicable, the interest payable will vary depending on (i) whether such event(s) have occurred and (ii) whether the FI Digital Cap Condition is met. If no Knock-in Event or Knock-out Event is specified, the interest payable will vary depending on whether the FI Digital Cap Condition is satisfied.

The FI Digital Cap Condition will be satisfied if the FI Digital Value is greater than or equal to the level specified or determined as provided in the applicable Final Terms. If applicable, a Knock-in Event or Knock-out Event will occur if on a Knock-in Determination Day or Knock-out Determination Day (as applicable) or in respect of a Knock-in Determination Period or Knock-out Determination Period (as applicable) the level of the Underlying Reference (which will be a Subject Currency) when observed at the specified time(s) is greater than, greater than or equal to, less than or less than or equal to (as applicable) the level specified in or determined as specified in the applicable Final Terms or within the Knock-in Range Level or Knock-out Range Level specified.

Whether (i) a Knock-in Event and, if applicable, a Knock-out Event has occurred and (ii) the FI Digital Cap Condition is satisfied will determine whether interest is payable and, if so, which specified rate will be used to calculate the interest payable.

(vii) FI Target Coupon

If the Notes are specified in the applicable Final Terms as being FI Target Coupon Notes and an Automatic Early Redemption Event has not occurred, the Interest Rate in respect of the Target Final Interest Period shall be the Final Interest Rate specified in the applicable Final Terms.

Description of the Payout

If Target Automatic Early Redemption applies and an Automatic Early Redemption Event does not occur the rate of interest for the Interest Period ending on the Maturity Date will be the Final Interest Rate.

The Final Interest Rate may be

1. *Capped only – In this case, the Final Interest Rate is the rate of interest calculated for the final interest period or, if less, the difference between the Automatic Early Redemption Percentage and the interest already paid;*

2. *Guaranteed only - In this case, the Final Interest Rate is the rate of interest calculated for the final interest period or, if greater, the difference between the Automatic Early Redemption Percentage and the interest already paid. If no Automatic Early Redemption Event occurs, this Interest Rate provides a payment at maturity that means the overall sum of all interest paid will be at least equal to the Automatic Early Redemption Percentage;*

3. *Capped and guaranteed - In this case, the Final Interest Rate is the Automatic Early Redemption Percentage less previous interest paid which means that the overall interest paid will be equal to the Automatic Early Redemption Percentage;*

4. *Not capped and not guaranteed – In this case, the Final Interest Rate is the interest calculated for the relevant Interest Period.*

(viii) FI FX Vanilla Coupon

If FI FX Vanilla is specified as applicable in the applicable Final Terms:

(A) if Knock-in Event is specified as applicable in the applicable Final Terms:

I. if no Knock-in Event has occurred, 0 (zero); or

II. if a Knock-in Event has occurred:

Gearing × Option;

(B) if Knock-in Event is not specified as applicable in the applicable Final Terms:

Gearing × Option;

(C) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

I. if a Knock-in Event has occurred but a Knock-out Event has not occurred:

Gearing × Option;

II. if (a) a Knock-in Event and a Knock-out Event have occurred or (b) a Knock-out Event has occurred, 0 (zero).

Where:

"**Option**" means Min (Max (Performance Value, Floor), Cap).

Description of the Payout

If a Knock-in Event or a Knock-in Event and Knock-out Event are specified as applicable, the interest payable will vary depending on whether such event(s) have occurred.

If applicable, a Knock-in Event or Knock-out Event will occur if on a Knock-in Determination Day or Knock-out Determination Day (as applicable) or in respect of a Knock-in Determination Period or Knock-out Determination Period (as applicable) the level of the Underlying Reference (which will be a Subject Currency) when observed at the specified time(s) is greater than, greater than or equal to, less than or less than or equal to (as applicable) the level specified in or determined as provided in the applicable Final Terms or within the Knock-in Range Level or Knock-out Range Level specified.

Whether a Knock-in Event and, if applicable, a Knock-out Event has occurred will determine whether the interest rate will be zero or a percentage reflecting the product of the performance of the Underlying Reference over a specified period (which may be subject to a minimum and/or a maximum) and a gearing percentage.

(ix) FI Digital Plus Coupon

If the Notes are specified in the applicable Final Terms as being FI Digital Plus Coupon Notes:

(A) if Knock-in Event is specified as applicable in the applicable Final Terms:

I. if no Knock-in Event has occurred, 0 (zero); or

II. if a Knock-in Event has occurred and the FI Digital Plus Condition is satisfied in respect of the relevant FI Valuation Date:

Max (Digital Plus Percentage 1, (Gearing × FI Digital Value)); or

III. if a Knock-in Event has occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Valuation Date:

Digital Plus Percentage 2;

(B) if Knock-in Event is not specified as applicable in the applicable Final Terms:

I. if the FI Digital Plus Condition is satisfied in respect of the relevant FI Valuation Date:

Max (Digital Plus Percentage 1, (Gearing × FI Digital Value)); or

II. if the FI Digital Plus Condition is not satisfied in respect of the relevant FI Valuation Date:

Digital Plus Percentage 2;

(C) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

I. if no Knock-in Event has occurred, 0 (zero); or

II. if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Plus Condition is satisfied in respect of the relevant FI Valuation Date:

Max (Digital Plus Percentage 1, (Gearing × FI Digital Value)); or

III. in all other cases:

Digital Plus Percentage 2.

Description of the Payout

If a Knock-in Event or a Knock-in Event and Knock-out Event are specified as applicable, the interest payable will vary depending on (i) whether such event(s) have occurred and (ii) whether the FI Digital Plus Condition is satisfied. If no Knock-in Event or Knock-out Event is specified, the interest payable will vary depending on whether the FI Digital Plus Condition is satisfied.

The FI Digital Plus Condition will be satisfied if the FI Digital Value is greater than the level specified or determined as provided in the applicable Final Terms. If applicable, a Knock-in Event or Knock-out Event will occur if on a Knock-in Determination Day or Knock-out Determination Day (as applicable) or in respect of a Knock-in Determination Period or Knock-out Determination Period (as applicable) the level of the Underlying Reference (which will be a Subject Currency) when observed at the specified time(s) is greater than, greater than or equal to, less than or less than or equal to (as applicable) the level specified in or determined as provided in the applicable Final Terms or within the Knock-in Range Level or Knock-out Range Level specified.

Whether (i) a Knock-in Event and, if applicable, a Knock-out Event has occurred and (ii) the FI Digital Plus Condition is satisfied will determine whether the interest rate will be zero or a specified percentage or the greater of a specified percentage and the product of the performance of the Underlying Reference over a specified period and a gearing percentage.

(b) Definitions for Fixed Income Interest Rates

"**Cap**" means the percentage specified as such in the applicable Final Terms;

"**Constant A**" means the percentage specified as such in the applicable Final Terms;

"**Constant B**" means the percentage specified as such in the applicable Final Terms;

"**Coupon Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**Coupon Percentage 2**" means the percentage specified as such in the applicable Final Terms;

"**FI Lower Barrier Level**" means, in respect of an Underlying Reference, the number, level or percentage specified as such in the applicable Final Terms;

"**FI DC Barrier Value**" means, in respect of a FI Interest Valuation Date and an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference;

"**FI Digital Coupon Condition**" means:

(i) in respect of Underlying Reference 1, that the FI DC Barrier Value for such Underlying Reference for the relevant FI Interest Valuation Date is (i)(a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the FI Upper Barrier Level and (ii) if a FI Lower Barrier Level is specified in the applicable Final Terms, (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the FI Lower Barrier Level; and/or

(ii) if Underlying Reference 2 is specified as applicable in the applicable Final Terms, in respect of Underlying Reference 2, that the FI DC Barrier Value for such Underlying Reference for the relevant FI Interest Valuation Date is (i)(a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the FI Upper Barrier Level and (ii) if a FI Lower Barrier Level is specified in the applicable Final Terms, (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the FI Lower Barrier Level;

"**FI Interest Valuation Date**" means each Underlying Interest Rate Determination Date, Determination Date, Averaging Date, Valuation Date and/or Settlement Price Date specified as such in the applicable Final Terms or each Range Accrual Day;

"**FI Rate**" means the Rate or Inflation Rate as specified in the applicable Final Terms;

"**FI Rate A**" means the Rate or Inflation Rate as specified in the applicable Final Terms;

"**FI Rate B**" means the Rate or Inflation Rate as specified in the applicable Final Terms;

"**FI Upper Barrier Level**" means, in respect of an Underlying Reference, the number, level or percentage specified as such in the applicable Final Terms;

"**Floor**" means the percentage specified as such in the applicable Final Terms;

"**Global Cap**" means the percentage specified as such in the applicable Final Terms;

"**Global Cap A**" means the percentage specified as such in the applicable Final Terms;

"**Global Cap B**" means the percentage specified as such in the applicable Final Terms;

"**Global Floor**" means the percentage specified as such in the applicable Final Terms;

"**Global Floor A**" means the percentage specified as such in the applicable Final Terms;

"**Global Floor B**" means the percentage specified as such in the applicable Final Terms;

"**Global Margin**" means the percentage specified as such in the applicable Final Terms;

"**Local Cap**" means the percentage specified as such in the applicable Final Terms;

"**Local Floor**" means the percentage specified as such in the applicable Final Terms;

"**Range Accrual Coupon Barrier Level Down**" means in respect of an Underlying Reference, the percentage specified as such in the applicable Final Terms;

"**Range Accrual Coupon Barrier Level Up**" means in respect of an Underlying Reference, the percentage specified as such in the applicable Final Terms;

"**Range Accrual Coupon Condition**" means, in respect of an Underlying Reference:

(i) in respect of Underlying Reference 1, that the FI DC Barrier Value for such Underlying Reference for the relevant Range Accrual Day is (A)(i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Down and (B) if a Range Accrual Coupon Barrier Level Up is specified in the applicable Final Terms, (i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Up; and/or

(ii) if Underlying Reference 2 is specified as applicable in the applicable Final Terms, in respect of Underlying Reference 2, that the FI DC Barrier Value for such Underlying Reference for the relevant Range Accrual Day is (A)(i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Down and (B) if a Range Accrual Coupon Barrier Level Up is specified in the applicable Final Terms, (ii) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Up;

"**Range Accrual Day**" means a Scheduled Trading Day, Business Day, Underlying Interest Rate Determination Date or calendar day, as specified in the applicable Final Terms;

"**Range Cut-off Date**" means the date specified as such in the applicable Final Terms;

"**Range Period**" means the period specified as such in the applicable Final Terms;

"**Range Period End Date**" means the date specified as such in the applicable Final Terms;

"**Rate**" means, in respect of a FI Interest Valuation Date, the fixed rate specified in or the floating rate calculated as provided in, the applicable Final Terms;

"**Target Coupon Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Target Determination Date**" means each date specified as such in the applicable Final Terms;

"**Target Final Interest Period**" means the Interest Period ending on the Maturity Date; and

"**YoY Inflation Rate**" means $[\text{Inflation Index}_{(i)}/\text{Inflation Index}_{(i-1)}] - 1$.

(c) Fixed Income Final Payouts

The following final payouts which when multiplied by the applicable CA (each a "**Final Payout**") will apply to the Notes if specified in the applicable Final Terms.

(i) FI FX Vanilla Notes

If the Notes are specified in the applicable Final Terms as being FI FX Vanilla Notes:

(A) if Knock-in Event is specified as applicable in the applicable Final Terms:

I. if no Knock-in Event has occurred, FI Constant Percentage 1; or

II. if a Knock-in Event has occurred:

FI Constant Percentage 1 + (Gearing × Option);

(B) if Knock-in Event is not specified as applicable in the applicable Final Terms:

FI Constant Percentage 1 + (Gearing × Option);

(C) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

I. if a Knock-in Event has occurred but a Knock-out Event has not occurred:

FI Constant Percentage 1 + (Gearing × Option);

II. if (a) a Knock-in Event and a Knock-out Event have occurred or (b) a Knock-out Event has occurred, FI Constant Percentage 1.

Where:

"**Option**" means Min (Max (Performance Value, Floor), Cap).

Description of the Payout

If a Knock-in Event or a Knock-in Event and Knock-out Event are specified as applicable the final payout will vary depending on whether such event(s) have occurred.

If applicable, a Knock-in Event or Knock-out Event will occur if on a Knock-in Determination Day or Knock-out Determination Day (as applicable) or in respect of a Knock-in Determination Period or Knock-out Determination Period (as applicable) the level of the Underlying Reference (which will be a Subject Currency) when observed at the specified time(s) is greater than, greater than or equal to, less than or less than or equal to (as applicable) the level specified in or determined as provided in the applicable Final Terms or within the Knock-in Range Level or Knock-out Range Level specified.

Whether a Knock-in Event and, if applicable, a Knock-out Event has occurred will determine whether the final payout will be zero or a percentage reflecting the product of the performance of the Underlying Reference over a specified period (which may be subject to a minimum and/or a maximum) and a gearing percentage.

(ii) FI Inflation Notes

If the Notes are specified in the applicable Final Terms as being FI Inflation Notes:

$$\text{Max}\left[100\%, \text{Cumulative Inflation Rate}\right]$$

Description of the Payout

The payout comprises an amount per Note equal to 100 per cent. of the Calculation Amount or, if greater, the total positive inflation accretion from the Strike Date to the FI Redemption Valuation Date multiplied by the Calculation Amount.

(d) Fixed Income Automatic Early Redemption Payouts

If Automatic Early Redemption is specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs, the Automatic Early Redemption Payout shall be:

(i) If Target Automatic Early Redemption is specified as applicable in the applicable Final Terms,

$$\text{CA} \times (100 \text{ per cent.} + \text{Final Interest Rate});$$

Description of the Payout

If Target Automatic Early Redemption applies, the Notes redeem automatically if the cumulative coupon is greater than or equal to a target barrier, (the "Automatic Early Redemption Percentage"). The cumulative coupon is equal to the sum of all previous interest paid plus the interest calculated (but not necessarily paid) for the Interest Period during which the relevant Automatic Early Redemption Valuation Date falls.

The payout per Note, comprises the Calculation Amount multiplied by 100 per cent. plus the Final Interest Rate.

The Final Interest Rate may be

1. *Capped only – In this case, the Final Interest Rate is the rate of interest calculated for the relevant interest period or, if less, the difference between the Automatic Early Redemption Percentage and the interest already paid;*

2. *Guaranteed only - In this case, the Final Interest Rate is the rate of interest calculated for the relevant interest period or, if greater, the difference between the Automatic Early Redemption Percentage and the interest already paid. If no Automatic Early Redemption Event occurs, this Interest Rate provides a payment at maturity that means the overall sum of all interest paid will be at least equal to the Automatic Early Redemption Percentage;*

3. *Capped and guaranteed - In this case, the Final Interest Rate is the Automatic Early Redemption Percentage less previous interest paid which means that the overall interest paid will be equal to the Automatic Early Redemption Percentage;*

4. *Not capped and not guaranteed – In this case, the Final Interest Rate is the interest calculated for the relevant Interest Period.*

(ii) If FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms,

CA

Description of the Payout

If FI Underlying Automatic Early Redemption applies, the Notes redeem automatically if the Underlying Reference observed is greater than or equal to the lower barrier (the "Automatic Early Redemption Percentage Down") or less than or equal to the upper barrier (the "Automatic Early Redemption Percentage Up"). In this case, the Notes will be redeemed on the next Interest Payment Date. The Underlying Reference (which will be one or more Underlying Interest Rates) can be observed on specified dates or continuously during a period.

Each Note will redeem at an amount equal to the Calculation Amount and may pay either (i) the interest accrued up to the Interest Payment Date on which the Notes are redeemed, (ii) no interest or (iii) the interest accrued up to date on which the Automatic Early Redemption Event occurred.

(iii) If FI Coupon Automatic Early Redemption is specified as applicable in the applicable Final Terms,

$$CA \times \left(100\% + (\text{Min}(\text{Coupon Cap, Final Coupon Rate}) \times \text{Final Day Count Fraction})\right)$$

Description of the Payout

If FI Coupon Automatic Early Redemption applies, the Notes redeem automatically if the interest to be paid on an Interest Payment Date is greater than or equal to a target barrier, (the "Automatic Early Redemption Percentage").

The amount payable per Note comprises the Calculation Amount multiplied by 100 per cent. plus the interest calculated for the relevant Interest Period (which may be capped which means that the maximum interest that an investor may receive following an FI Coupon Automatic Early Redemption is equal to the Coupon Cap.

(e) Definitions for Fixed Income Automatic Early Redemption Payouts

"**Coupon Cap**" means the percentage specified as such in the applicable Final Terms;

"**Cumulative Inflation Rate**" means $\text{Inflation Index}_{(i)}/\text{Inflation Index}_{(base)}$;

"**Final Interest Rate**" means:

(i) if Capped and Guaranteed Applicable is specified in the applicable Final Terms, the Automatic Early Redemption Percentage or Target Coupon Percentage, as applicable, less Paid Coupon;

(ii) if Capped and Guaranteed not applicable is specified in the applicable Final Terms, the product of the Final Coupon Rate and the Final Day Count Fraction;

(iii) if Capped Only is specified in the applicable Final Terms:

$$\text{Min (Final Coupon Rate} \times \text{Final Day Count Fraction, Automatic Early Redemption Percentage or Target Coupon Percentage, as applicable} - \text{Paid Coupon);}$$

(iv) if Guaranteed Only is specified in the applicable Final Terms:

Max (Final Coupon Rate × Final Day Count Fraction, Automatic Early Redemption Percentage or Target Coupon Percentage, as applicable − Paid Coupon).

(f) General definitions for Fixed Income Interest Rates, Final Payouts and Automatic Early Redemption Payouts

"**Best Value**" means, in respect of a FI Valuation Date, the highest Performance Value for any Subject Currency in the basket in respect of such FI Valuation Date;

"**CA**" means the Calculation Amount;

"**Cap**" means the percentage specified as such in the applicable Final Terms;

"**Current Interest Period**" means the Interest Period in which the relevant Automatic Early Redemption Valuation Date or in the case of the calculation of the FI Target Coupon, the Target Final Interest Period;

"**Digital Cap Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**Digital Cap Percentage 2**" means the percentage specified as such in the applicable Final Terms;

"**Digital Floor Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**Digital Floor Percentage 2**" means the percentage specified as such in the applicable Final Terms;

"**Digital Plus Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**Digital Plus Percentage 2**" means the percentage specified as such in the applicable Final Terms;

"**FI Constant Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**FI Digital Cap Condition**" means the FI Digital Value for the relevant FI Valuation Date is greater than or equal to the FI Digital Cap Level;

"**FI Digital Cap Level**" means (a) the FX Digital Level or (b) the level specified as such, in each case, as specified in the applicable Final Terms;

"**FI Digital Floor Condition**" means the FI Digital Value for the relevant FI Valuation Date is less than or equal to the FI Digital Floor Level;

"**FI Digital Floor Level**" means (a) the FX Digital Level or (b) the level specified as such, in each case, as specified in the applicable Final Terms;

"**FI Digital Plus Condition**" means the FI Digital Value for the relevant FI Valuation Date is greater than the FI Digital Plus Level;

"**FI Digital Plus Level**" means (a) the FX Digital Level or (b) the level specified as such, in each case, as specified in the applicable Final Terms;

"**FI Digital Value**" means, in respect of a FI Valuation Date, the Performance Value, Worst Value, Best Value, Multi-Basket Value or Weighted Average FI Basket Value as specified in the applicable Final Terms;

"**FI Redemption Valuation Date**" means each Settlement Price Date specified as such in the applicable Final Terms;

"**FI Valuation Date**" means each FI Redemption Valuation Date or an FI Interest Valuation Date specified in the applicable Final Terms;

"**FI Weighting**" means, in respect of a Subject Currency, the number, amount or percentage specified as such for such Subject Currency in the applicable Final Terms;

"**Final Coupon Rate**" means the Interest Rate calculated in respect of the Current Interest Period or Target Final Interest Period, as applicable (the "**Final Interest Period**");

"**Final Day Count Fraction**" means the Day Count Fraction applicable to the Final Interest Period;

"**Final Settlement Price**" means (i) if Averaging is specified as not applicable in the applicable Final Terms, the Settlement Price on the relevant FI Valuation Date or (ii) if Averaging is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for all Averaging Dates;

"**Floor**" means the percentage specified as such in the applicable Final Terms;

"**G**" means, in respect of a Subject Currency, the percentage specified as such for such Subject Currency in the applicable Final Terms;

"**Gearing**" means the percentage specified as such in the applicable Final Terms;

"**Gearing A**" means the percentage specified as such in the applicable Final Terms;

"**Gearing B**" means the percentage specified as such in the applicable Final Terms;

"**Initial Settlement Price**" means, in respect of a Subject Currency:

(a) the amount specified as such in the applicable Final Terms; or

(b) if Initial Closing Value is specified as applicable in the applicable Final Terms, the Settlement Price for such Subject Currency on the Strike Date; or

(c) if Initial Average Value is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for such Subject Currency for all the Strike Days in the Strike Period;

"**Inflation Index$_{(i)}$**" means, in respect of an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference in respect of the relevant FI Valuation Date;

"**Inflation Index$_{(i-1)}$**" means, in respect of an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference on the immediately preceding FI Valuation Date (or, if none, the Strike Date);

"**Inflation Index$_{(base)}$**" means, in respect of an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference on the Strike Date;

"**Inflation Rate**" means, in respect of a FI Valuation Date, YoY Inflation Rate or Cumulative Inflation Rate, as specified in the applicable Final Terms;

"**Multi-Basket Value**" means, in respect of a FI Valuation Date:

$$\sum_{j=1}^{m} \sum_{i=1}^{n} G_j * (W_i * Performance\ Value_i);$$

"**Paid Coupon**" means, in respect of an Automatic Early Redemption Valuation Date or Target Determination Date, the sum of the values calculated for each Interest Period as the product of (i) the Interest Rate and (ii) the Day Count Fraction, in each case calculated for such Interest Period preceding the Current Interest Period (in the case of an Automatic Early Redemption Valuation Date) or the Target Final Interest Period (in the case of a Target Determination Date);

"**Performance Value**" means, in respect of an FI Valuation Date:

(a) if Performance Value 1 is specified in the applicable Final Terms,

$$\text{Final Settlement Price} - \text{Initial Settlement Price};$$

(b) if Performance Value 2 is specified in the applicable Final Terms,

$$\text{Initial Settlement Price} - \text{Final Settlement Price};$$

(c) if Performance Value 3 is specified in the applicable Final Terms,

$$\frac{(\text{Final Settlement Price} - \text{Initial Settlement Price})}{\text{Final Settlement Price}};$$

(d) if Performance Value 4 is specified in the applicable Final Terms,

$$\frac{(\text{Initial Settlement Price} - \text{Final Settlement Price})}{\text{Final Settlement Price}};$$

(e) if Performance Value 5 is specified in the applicable Final Terms,

$$\left(\frac{1}{\text{Initial Settlement Price}}\right) - \left(\frac{1}{\text{Final Settlement Price}}\right);$$

(f) if Performance Value 6 is specified in the applicable Final Terms,

$$\left(\frac{1}{\text{Final Settlement Price}}\right) - \left(\frac{1}{\text{Initial Settlement Price}}\right);$$

(g) if Performance Value 7 is specified in the applicable Final Terms,

$$\frac{(\text{Final Settlement Price} - \text{Initial Settlement Price})}{\text{Initial Settlement Price}};$$

(h) if Performance Value 8 is specified in the applicable Final Terms,

$$\frac{(\text{Initial Settlement Price} - \text{Final Settlement Price})}{\text{Initial Settlement Price}};$$

(i) if Performance Value 9 is specified in the applicable Final Terms,

$$\frac{\text{Final Settlement Price}}{\text{Initial Settlement Price}};$$

(j) if Performance Value 10 is specified in the applicable Final Terms,

$$\frac{\text{Initial Settlement Price}}{\text{Final Settlement Price}};$$

"**Underlying Reference**" means, for the purposes of the Fixed Income Payouts, each Inflation Index, Subject Currency, Underlying Interest Rate or other basis of reference to which the relevant Notes relate;

"**Underlying Reference 1**" means the Underlying Reference specified as such in the applicable Final Terms;

"**Underlying Reference 2**" means the Underlying Reference specified as such in the applicable Final Terms;

"**Underlying Reference Closing Value**" means, in respect of a FI Interest Valuation Date:

(a) if the relevant Underlying Reference is an Inflation Index, the Relevant Level (as defined in the Inflation Index-Linked Note Conditions);

(b) if the relevant Underlying Reference is a rate of interest, the Underlying Reference Rate,

in each case in respect of such day.

"**W**" means, in respect of a Subject Currency, the FI Weighting for such Subject Currency;

"**Weighted Average FI Basket Value**" means, in respect of a FI Valuation Date, the sum of the values calculated for each Subject Currency in the basket as (a) the Performance Value for such Subject Currency for such FI Valuation Date (b) multiplied by the relevant FI Weighting; and

"**Worst Value**" means, in respect of a FI Valuation Date, the lowest Performance Value for any Subject Currency in the basket in respect of such FI Valuation Date.

2. FORMULAE CONSTITUENTS AND COMPLETION

The constituent parts (each a "**Formula Constituent**") of any formula (each a "**Formula**") used in the Payout Conditions and which are to be specified in the applicable Final Terms may be replaced in the applicable Final Terms by the prescribed amount, level, percentage or other value, as applicable for such Formula Constituent.

If a Formula Constituent has a value of either 0 (zero) or 1 (one), or is not applicable in respect of the relevant Notes, then the related Formula may be simplified in the applicable Final Terms by deleting such Formula Constituent

Any number or percentage to be specified in the applicable Final Terms for the purposes of these Payout Conditions may be a positive or negative, as specified in the applicable Final Terms.

PART 3: ADDITIONAL TERMS AND CONDITIONS FOR INFLATION INDEX-LINKED NOTES

This section relates only to Notes that are specified to be Inflation Index-Linked Interest Notes or Inflation Index-Linked Redemption Notes in the applicable Final Terms, i.e. Notes where the payments are linked to the value from time to time of one or more inflation indices. These Additional Terms and Conditions must be read in conjunction with the Note Conditions set out in Part 1 (in respect of Notes in definitive form) and, in respect of Notes in global form, with the provisions of the relevant Global Note (as described under "Summary of Provisions Relating to Global Notes and Certain Provisions with Respect to Dematerialised Notes") and, where applicable, with the Additional Terms and Conditions set out in Part 2 and/or Part 4 and/or Part 5.

PART 3 : ADDITIONAL TERMS AND CONDITIONS FOR INFLATION INDEX-LINKED NOTES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Notes specified in the applicable Final Terms as Inflation Index-Linked Interest Notes or Inflation Index-Linked Redemption Notes (together, "**Inflation Index-Linked Notes**") shall comprise the terms and conditions of Notes (the "**Note Conditions**") and the additional Terms and Conditions for Inflation Index-Linked Notes set out below (the "**Inflation Index-Linked Note Conditions**") together with any other Additional Terms and Conditions specified in the applicable Final Terms, the Payout Conditions, in each case, subject to completion in the applicable Final Terms. In the event of any inconsistency between (a) the Note Conditions and (b) the Inflation Index-Linked Note Conditions, the Inflation Index-Linked Note Conditions shall prevail. In the event of any inconsistency between (a) the Note Conditions and/or the Inflation Index Conditions and (b) the Payout Conditions, the Payout Conditions shall prevail. In the event of any inconsistency between (i) the Note Conditions and/or the Inflation Index-Linked Note Conditions and/or the Payout Conditions and (ii) the applicable Final Terms, the applicable Final Terms shall prevail.

1. Definitions

"**Additional Disruption Event**" means Change in Law.

"**Change in Law**" means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority), or the combined effect thereof if occurring more than once, the Issuer determines that it has become illegal for it to maintain the Notes or/and to perform its obligations under the Notes;

"**Currency Event**" means that, on or after the Trade Date, it has become illegal, impossible or not possible using commercially reasonable efforts for (a) the Issuer to convert the relevant currency ("Local Currency") in which the Inflation Index is denominated, into the Specified Currency or Settlement Currency, as applicable, or exchange or repatriate any funds in the Local Currency or the Specified Currency or Settlement Currency, as applicable, outside of the jurisdiction in which the Inflation Index is traded due to the adoption of, or any change in, any applicable law, rule, regulation, judgment, order, directive or decree of any Government Authority or otherwise, or (b) for the Calculation Agent to determine a rate or (in the determination of the Calculation Agent) a commercially reasonable rate at which the Local Currency can be exchanged for the Settlement Currency for payment under the Notes;

"**Extended Currency Event**" means that, on or after the Trade Date, it has become impracticable, illegal or impossible for the Issuer or any of its Affiliates (a) to convert the relevant currency ("**Local Currency**") in which the Inflation Index or any options or futures contracts or other hedging arrangement in relation to the Inflation Index (for the purposes of hedging the Issuer's obligations under the Notes) are denominated, into the Specified Currency or Settlement Currency, as applicable, or exchange or repatriate any funds in the Local Currency or the Specified Currency or Settlement Currency, as applicable, outside of the jurisdiction in which the Inflation Index or any options or futures contracts in relation to the Index are traded due to the adoption of, or any change in, any applicable law, rule, regulation, judgment, order, directive or decree of any Government Authority or otherwise, or (b) for the Calculation Agent to determine a rate or (in the determination of the Calculation Agent) a commercially reasonable rate at which the Local Currency can be exchanged for the Settlement Currency for payment under the Notes;

"**Cut-Off Date**" means, in respect of a Determination Date, three Business Days prior to such Determination Date, unless otherwise stated in the applicable Final Terms;

"**Delayed Index Level Event**" means, in respect of any Determination Date, that the Index Sponsor fails to publish or announce the level of the Index (the "**Relevant Level**") in respect of any Reference Month which is to be utilised in any calculation or determination to be made by the Issuer or the Calculation Agent in respect of such Determination Date, at any time on or prior to the Cut-Off Date;

"**Determination Date**" means each date specified as such in the relevant Final Terms;

"**Extended Change in Law**" means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority), or the combined effect thereof if occurring more than once, the Issuer determines that (a) it has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Notes or (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in relation to the Notes in issue or in holding, acquiring or disposing of any relevant hedge positions relating to the Notes;

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

"**Government Authority**" means (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body, (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the relevant entity or some or of all of its obligations, or (iv) any other authority which is analogous to any of the entities specified in this definition;

"**Hedging Disruption**" means that the relevant Issuer, the Guarantor (if applicable) and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the equity price risk or any other relevant price risk, including but not limited to the currency risk of such Issuer issuing and performing its obligations with respect to the Notes, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or any futures or option contract(s) or any relevant hedge positions relating to the Notes;

"**Increased Cost of Hedging**" means that the relevant Issuer, the Guarantor (if applicable) and/or any of its respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or

asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of such Issuer issuing and performing its obligations with respect to the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), **provided that** any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of such Issuer, the Guarantor (if applicable) and/or any of its respective Affiliates shall not be deemed an Increased Cost of Hedging;

"**Index Cancellation**" means a level for the Inflation Index has not been published or announced for two consecutive months and/or the Index Sponsor cancels the relevant Inflation Index and/or the Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index and no Successor Inflation Index exists;

"**Index Modification**" means the Index Sponsor announces that it will make (in the opinion of the Calculation Agent) a material change in the formula for or the method of calculating the Inflation Index or in any other way materially modifies the Inflation Index;

"**Index Sponsor**" means the entity that publishes or announces (directly or through an agent) the level of the relevant Inflation Index which as of the Issue Date of the Notes is the index sponsor in the applicable Final Terms;

"**Inflation Index**" or "**Inflation Indices**" means the index or indices specified in the relevant Final Terms and related expressions shall be construed accordingly;

"**Jurisdiction Event**" means that, on or after the Trade Date, it has become impracticable, illegal or impossible for the Issuer or any of its Affiliates to purchase, sell, hold or otherwise deal (or to continue to do so in the future) in the Inflation Index or, unless "Hedging Arrangements" is specified as not applicable in the applicable Final Terms, any options or futures contracts in relation to the Inflation Index in order for the Issuer to perform its obligations (a) under the Notes or (b) unless Hedging Arrangements is specified as not applicable in the applicable Final Terms, in respect of any relevant hedging arrangements in connection with the Notes (including, without limitation, any purchase, sale or entry into or holding of one or more securities positions, currency positions, stock loan transactions, derivatives positions, commodity positions or other instruments or arrangements (however described) by the Issuer and/or any of its Affiliates in order to hedge, either individually or on a portfolio basis, the Notes), or the costs of so doing would (in the determination of the Calculation Agent) be materially increased under the restriction or limitation of the existing or future law, rule, regulation, judgment, order, interpretation, directive or decree of any Government Authority or otherwise;

"**Optional Additional Disruption Event**" means Increased Cost of Hedging or/and Hedging Disruption or/and Index Modification or/and Index Cancellation or/and Currency Event or/and Extended Currency Event or/and Jurisdiction Event or/and Extended Change in Law, if specified in the applicable Final Terms;

"**Rebased Index**" has the meaning given to it under Inflation Index-Linked Note Condition 4 (Adjustments) below;

"**Reference Month**" means the calendar month for which the level of the Inflation Index was reported, regardless of when this information is published or announced. If the period for which the Relevant Level was reported is a period other than a month, the Reference Month shall be the period for which the Relevant Level was reported;

"**Related Bond**" means the bond specified as such in the relevant Final Terms. If the Related Bond specified in the applicable Final Terms is "Fallback Bond", then for any Related Bond determination, the Calculation Agent shall use the Fallback Bond. If no bond is specified in the applicable Final Terms as the Related Bond and "Fallback Bond: Not applicable" is specified in the applicable Final Terms there will be no Related Bond. If a bond is selected as the Related Bond in the applicable Final

Terms and that bond redeems or matures before the relevant Maturity Date, unless "Fallback Bond: Not applicable" is specified in the applicable Final Terms, the Calculation Agent shall use the Fallback Bond for any Related Bond determination;

"**Related Bond Redemption Event**" means, if specified as applicable in the relevant Final Terms, at any time prior to the Maturity Date, (a) the Related Bond is redeemed, repurchased or cancelled, (b) the Related Bond becomes repayable prior to its stated date of maturity for whatever reason, or (c) the issuer of the Related Bond announces that the Related Bond will be redeemed, repurchased or cancelled prior to its stated date of maturity;

"**Relevant Level**" has the meaning given to it in the definition of Delayed Index Level Event;

"**Strike Date**" means the date specified as such in the applicable Final Terms;

"**Successor Inflation Index**" has the meaning given to it in Inflation Index-Linked Note Condition 3 (Successor Inflation Index) below; and

"**Substitute Inflation Index Level**" means, in respect of a Delayed Index Level Event, the index level determined by the Issuer in accordance with Inflation Index-Linked Note Condition 2 (Delay in Publication) below.

2. Delay in Publication

2.1 If the Calculation Agent determines that a Delayed Index Level Event in respect of an Inflation Index has occurred with respect to any Determination Date, then the Relevant Level with respect to any Reference Month which is to be utilised in any calculation or determination to be made by the Calculation Agent and/or the Issuer with respect to such Determination Date (the "**Substitute Inflation Index Level**") shall be determined by the Calculation Agent (subject to Inflation Index-Linked Note Condition 4.2 (Substitute Inflation Index Level) below, as follows:

(a) if Related Bond is specified as applicable in the relevant Final Terms, the Calculation Agent shall determine the Substitute Inflation Index Level by reference to the corresponding index level determined under the terms and conditions of the Related Bond; or

(c) if (i) Related Bond is specified as not applicable in the relevant Final Terms, or (ii) the Calculation Agent is not able to determine a Substitute Inflation Index Level under (a) above, the Calculation Agent shall determine the Substitute Inflation Index Level by reference to the following formula:

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

in the case of Exempt Notes only, otherwise in accordance with any formula specified in the relevant Final Terms;

where:

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

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

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

2.2 The Issuer shall promptly give notice to the Noteholders in accordance with Note Condition 13 of any Substitute Inflation Index Level.

2.3 If the Relevant Level is published or announced at any time on or after the relevant Cut-Off Date specified in the applicable Final Terms, such Relevant Level will not be used in any calculations. The Substitute Inflation Index Level so determined pursuant to this Inflation Index-Linked Note Condition 2 will be the definitive level for that Reference Month.

3. Successor Inflation Index

If the Calculation Agent determines that the level of an Inflation Index is not calculated and announced by the Index Sponsor for two consecutive months and/or the Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index and/or the Index Sponsor cancels the Inflation Index, then the Calculation Agent shall determine a successor index (a "**Successor Inflation Index**") (in lieu of any previously applicable Index) for the purposes of the Notes as follows:

(a) if Related Bond is specified as applicable in the relevant Final Terms, the Calculation Agent shall determine a "Successor Inflation Index" by reference to the inflation index applicable under the terms and conditions of the Related Bond;

(c) if (x) Related Bond is specified as not applicable in the applicable Final Terms or (y) a Related Bond Redemption Event has occurred and Fallback Bond is specified as not applicable in the applicable Final Terms, the Index Sponsor announces that it will no longer publish or announce the Inflation Index but that it will be superseded by a replacement Inflation Index specified by the Index Sponsor, and the Calculation Agent determines that such replacement Inflation Index is calculated using the same or a substantially similar formula or method of calculation as used in the calculation of the Inflation Index, such replacement index shall be designated a "Successor Inflation Index";

(d) if no Successor Inflation Index has been deemed under (a) or (b) the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Inflation Index should be; if between four and five responses are received, and of those four or five responses, three or more leading independent dealers state the same index, such index will be deemed the "Successor Inflation Index"; if three responses are received, and two or more leading independent dealers state the same index, such index will be deemed the "Successor Inflation Index"; if fewer than three responses are received by the Cut-Off Date or if each of the responses state different indices the Calculation Agent will determine an appropriate alternative index for such affected payment date, and such index will be deemed a "Successor Inflation Index"; or

(e) if the Calculation Agent determines that there is no appropriate alternative index there will be deemed to be no Successor Inflation Index and an Index Cancellation will be deemed to have occurred.

For the avoidance of doubt, the Calculation Agent shall determine the date on which the Successor Inflation Index shall be deemed to replace the Index for the purposes of the Inflation Index-Linked Notes, which shall be the first time the Successor Inflation Index is published after the Successor Inflation Index is determined. Notice of the determination of a Successor Inflation Index, the effective date of the Successor Inflation Index or the occurrence of an Index Cancellation will be given to Noteholders of the Inflation Index-Linked Notes by the Issuer in accordance with Note Condition 13.

PART 3 : ADDITIONAL TERMS AND CONDITIONS FOR INFLATION INDEX-LINKED NOTES

4. Adjustments

4.1 Successor Inflation Index

If a Successor Inflation Index is determined in accordance with Inflation Index-Linked Note Condition 3 (Successor Inflation Index) above, the Calculation Agent shall make such adjustment or adjustments to any amount payable under the Notes as from the date on which the Successor Inflation Index shall replace the Index and/or any other relevant term of the Notes as the Calculation Agent deems necessary to effect the replacement of the Index by the Successor Index for all purposes in respect of the Notes and the terms of the Notes. The Issuer shall give notice to the Noteholders of any such adjustment in accordance with Note Condition 13.

4.2 Substitute Inflation Index Level

If the Calculation Agent determines a Substitute Inflation Index Level in accordance with Inflation Index-Linked Note Condition 2 (Delay in Publication) above, the Calculation Agent may make any adjustment or adjustments to any amount payable under the Notes and/or any other relevant term of the Notes as the Calculation Agent deems necessary to effect the use of the Substitute Inflation Index Level. The Issuer shall give notice to the Noteholders of any such adjustment in accordance with Note Condition 13.

4.3 Index Level Adjustment Correction

(a) The first publication or announcement of the Relevant Level (disregarding estimates) by the Index Sponsor for any Reference Month shall be final and conclusive and, subject to Inflation Index-Linked Note Condition 4.6 (Index Modification) below, later revisions to the level for such Reference Month will not be used in any calculations, save that in respect of the EUR-All Items-Revised Consumer Price Index, the ESP National-Revised Consumer Price Index (CPI) and the ESP-Harmonised-Revised Consumer Price Index HCPI, revisions to the Relevant Level which are published or announced up to and including the day that is two Business Days prior to any relevant Determination Date will be valid and the revised Relevant Level for the relevant Reference Month will be deemed to be the final and conclusive Relevant Level for such Reference Month. The Issuer shall give notice to the Noteholders of any valid revision in accordance with Note Condition 13.

(b) If, within 30 days of publication or at any time prior to a Determination Date in respect of which a Relevant Level will be used in any calculation or determination in respect of such Determination Date, the Calculation Agent determines that the Index Sponsor has corrected the Relevant Level to correct a manifest error, the Calculation Agent shall (unless it is not possible using commercially reasonable efforts to do so prior to the Determination Date) make any adjustment to any amount payable under the Notes and/or any other relevant term of the Notes as the Calculation Agent deems appropriate as a result of such correction and/or determine the amount (if any) that is payable as a result of that correction. The Issuer shall give notice to the Noteholders of any such adjustment and/or amount in accordance with Note Condition 13.

(c) If a Relevant Level is published or announced at any time after the Cut-Off Date in respect of a Determination Date in respect of which a Substitute Inflation Index Level was determined, the Calculation Agent shall (a) (unless it is not possible using commercially reasonable efforts to do so prior to the Determination Date make any adjustment to any amount payable under the Notes and/or any other relevant term of the Notes as it deems appropriate as a result of the announcement or publication of the Relevant Level and/or determine the amount (if any) that is payable as a result of such publication or announcement or (b), if (a) is not possible using commercially reasonable efforts, determine that such Relevant Level shall not be used in any calculation or determination under the Notes and that the Substitute Inflation Index Level shall be deemed to be the definitive Relevant Level for the relevant Reference Month, and, where this paragraph (b) applies, make any adjustment to any amount payable under the Notes and/or any other relevant term of the Notes as the Calculation Agent

deems appropriate to reflect the difference between the Relevant Level and such Substitute Inflation Index in the next period to restore the economic balance to that which would have existed had such Relevant Level been taken into account. The Issuer shall give notice to the Noteholders of any determination in respect of (i) or (ii), together with any adjustment or amount in respect thereof, in accordance with Note Condition 13.

4.4 Currency

If the Calculation Agent determines that any event occurs affecting the Specified Currency (whether relating to its convertibility into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to any amount payable under the Notes and/or any other relevant term of the Notes (including the date on which any amount is payable by the Issuer), the Calculation Agent may make such adjustment or adjustments to such amount and/or any other relevant term of the Notes as the Calculation Agent deems necessary. The Issuer shall give notice to the Noteholders of any such adjustment in accordance with Note Condition 13.

4.5 Rebasing

If the Calculation Agent determines that the Inflation Index has been or will be rebased at any time, the Inflation Index as so rebased (the "**Rebased Index**") will be used for purposes of determining the Relevant Level from the date of such rebasing; **provided, however, that** the Calculation Agent may make (a) if Related Bond is specified as applicable in the relevant Final Terms, any adjustments as are made pursuant to the terms and conditions of the Related Bond, if any, to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as before the rebasing, and/or (b) if Related Bond is specified as not applicable in the relevant Final Terms or a Related Bond Redemption Event has occurred, the Calculation Agent may make adjustments to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Inflation Index before it was rebased, and in each case the Calculation Agent may make any adjustment(s) to any relevant amount payable under the Notes and/or any other term of the Notes that are required to give effect to such adjustments. If the Calculation Agent determines that neither (a) nor (b) above would produce a commercially reasonable result which will put the Issuer and the Noteholder in substantially the same economic position as prior to the relevant Inflation Index becoming a Rebased Index, the Issuer may redeem each Note on a date notified by the Issuer to Noteholders in accordance with Note Condition 13, at determined the Early Redemption Amount specified in the applicable Final Terms calculated by the Calculation Agent as at the Early Redemption Valuation Date taking into account the rebasing, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer of unwinding or amending any related underlying hedging arrangements. Notice of any adjustment, redemption of the Notes or determination pursuant to this paragraph shall be given to Noteholders in accordance with Note Condition 13.

4.6 Index Modification

(a) If on or prior to the Cut-Off Date in respect of any Determination Date, the Calculation Agent determines that an Index Modification has occurred, the Calculation Agent may (i) if Related Bond is specified as applicable in the relevant Final Terms, make any adjustments to the relevant Inflation Index, any Relevant Level and/or any other relevant term of the Notes (including any amount payable under the Notes), consistent with any adjustments made to the Related Bond as the Calculation Agent deems necessary, or (ii) if Related Bond is specified as not applicable in the Final Terms or a Related Bond Redemption Event has occurred, make only those adjustments to the relevant Inflation Index, any Relevant Level and/or any other term of the Notes (including any amount payable under the Notes), as the Calculation Agent deems necessary for the modified Index to continue as the relevant Inflation Index and to account for the economic effect of the Index Modification with a view to produce a commercially reasonable result which will put the Issuer and the Noteholder in substantially the same economic position as prior to the relevant Index Modification.

(b) If the Calculation Agent determines that an Index Modification has occurred at any time after the Cut-Off Date in respect of any Determination Date, the Calculation Agent shall make such adjustments as the Calculation Agent deems fit in accordance with paragraph (a) above unless the Calculation Agent determines that it is not possible using commercially reasonable efforts to make such adjustments prior to the Determination Date, in which case the relevant Index Modification will be deemed to have occurred with respect to the immediately succeeding Determination Date, such that the provisions of paragraph (a) above will apply.

4.7 Consequences of an Additional Disruption Event or an Optional Additional Disruption Event

If the Calculation Agent determines that an Additional Disruption Event and/or an Optional Additional Disruption Event has occurred, the relevant Issuer may redeem each Note on the date notified by such Issuer to Noteholders in accordance with Note Condition 13 at the Early Redemption Amount specified in the applicable Final Terms calculated by the Calculation Agent) as at the Early Redemption Valuation Date taking into account the relevant Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to such Issuer of unwinding or amending any related underlying hedging arrangements. Notice of any redemption of the Notes shall be given to Noteholders in accordance with Note Condition 13.

4.8 Index Cancellation

If the Calculation Agent determines that an Index Cancellation has occurred, the relevant Issuer may redeem each Note on the date notified by such Issuer to Noteholders in accordance with Note Condition 13 at the Early Redemption Amount specified in the applicable Final Terms calculated by the Calculation Agent as at the Early Redemption Valuation Date taking into account the Index Cancellation, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer of unwinding or amending any related underlying hedging arrangements. Notice of any redemption of the Notes pursuant to this paragraph shall be given to Noteholders in accordance with Note Condition 13.

PART 4: ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE-LINKED NOTES

This section relates only to Notes that are specified to be Foreign Exchange (FX) Rate-Linked Interest Notes or Foreign Exchange (FX) Rate-Linked Redemption Notes in the applicable Final Terms, i.e. Notes where the payments are linked to the value from time to time of one or more foreign exchange rate(s). These Additional Terms and Conditions must be read in conjunction with the Note Conditions set out in Part 1 (in respect of Notes in definitive form) and, in respect of Notes in global form, with the provisions of the relevant Global Note (as described under "Summary of Provisions Relating to Global Notes and Certain Provisions with Respect to Dematerialised Notes") and, where applicable, with the Additional Terms and Conditions set out in Part 2 and/or Part 3 and/or Part 5.

PART 4 : ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE-LINKED NOTES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Notes specified in the applicable Final Terms as Foreign Exchange (FX) Rate-Linked Interest Notes or Foreign Exchange (FX) Rate-Linked Redemption Notes (together, "**Foreign Exchange (FX) Rate-Linked Notes**") shall comprise the terms and conditions of Notes (the "**Note Conditions**") and the additional Terms and Conditions for Foreign Exchange (FX) Rate-Linked Notes set out below (the "**Foreign Exchange (FX) Rate-Linked Note Conditions**") together with any other Additional Terms and Conditions specified in the applicable Final Terms, the Payout Conditions, in each case, subject to completion in the applicable Final Terms. In the event of any inconsistency between (a) the Note Conditions and (b) the Foreign Exchange (FX) Rate-Linked Note Conditions, the Foreign Exchange (FX) Rate-Linked Note Conditions shall prevail. In the event of any inconsistency between (a) the Note Conditions and/or the Foreign Exchange (FX) Rate-Linked Note Conditions and (b) the Payout Conditions, the Payout Conditions shall prevail. In the event of any inconsistency between (i) the Note Conditions and/or the Foreign Exchange (FX) Rate-Linked Note Conditions and/or the Payout Conditions and (ii) the applicable Final Terms, the applicable Final Terms shall prevail.

1. Definitions

"**Averaging Date**" means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate-Linked Note Condition 3 (*Consequences of a Disruption Event*) shall apply;

"**Dual Exchange Rate**" means that any of the Base Currency, Subject Currency and/or Subject Currencies, splits into dual or multiple currency exchange rates;

"**Disrupted Day**" means any Scheduled Trading Day on which the Calculation Agent determines that a Disruption Event has occurred;

"**FX Averaging Date**" means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate-Linked Note Condition 3 (*Consequences of a Disruption Event*) shall apply;

"**FX Digital Level**" means:

(a) if FX Digital Average Value is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for all the FX Averaging Dates;

(b) if Single Resettable Level is specified as applicable in the applicable Final Terms, the Settlement Price on the FX Digital Observation Date plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment; or

(c) if Multiple Resettable Level is specified as applicable in the applicable Final Terms, in respect of a Resettable Period, the Settlement Price on the FX Digital Observation Date specified for such Resettable Period plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;

"**FX Knock-in Level**" means:

(a) if Knock-in Average Value is specified as applicable in the applicable Final Terms the arithmetic average of the Settlement Prices for all the Knock-in Averaging Dates;

(b) if Single Resettable Knock-in is specified as applicable in the applicable Final Terms, the Settlement Price on the Knock-in Observation Date plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment; or

(c) if Multiple Resettable Knock-in is specified as applicable in the applicable Final Terms, in respect of a Resettable Knock-in Period, the Settlement Price on the Knock-in Observation Date specified for such Resettable Knock-in Period plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;

"**FX Digital Observation Date**" means each date specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate-Linked Note Condition 3 (*Consequences of a Disruption Event*) shall apply;

"**FX Knock-out Level**" means:

(a) if Knock-out Average Value is specified as applicable in the applicable Final Terms the arithmetic average of the Settlement Prices for all the Knock-out Averaging Dates;

(b) if Single Resettable Knock-out is specified as applicable in the applicable Final Terms, the Settlement Price on the Knock-out Observation Date plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;

(c) if Multiple Resettable Knock-out is specified as applicable in the applicable Final Terms, in respect of a Resettable Knock-out Period, the Settlement Price on the Knock-out Observation Date specified for such Resettable Knock-out Period plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;

"**Illiquidity Disruption**" means the occurrence of any event in respect of any of the Base Currency, Subject Currency and/or Subject Currencies whereby it becomes impossible for the Calculation Agent to obtain a firm quote for such currency in an amount deemed necessary by the Issuer to hedge its obligations under the Notes (in one or more transaction(s)) on the relevant Averaging Date or any Settlement Price Date (or, if different, the day on which rates for such Averaging Date or Settlement Price Date would, in the ordinary course, be published or announced by the relevant price source);

"**Knock-in Averaging Date**" means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate-Linked Note Condition 3 (*Consequences of a Disruption Event*) shall apply;

"**Knock-out Averaging Date**" means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate-Linked Note Condition 3 (*Consequences of a Disruption Event*) shall apply;

"**Knock-in Observation Date**" means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate-Linked Note Condition 3 (*Consequences of a Disruption Event*) shall apply;

"**Knock-out Observation Date**" means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate-Linked Note Condition 3 (*Consequences of a Disruption Event*) shall apply;

"**Price Source**" means the published source, information vendor or provider containing or reporting the rate or rates from which the Settlement Price is calculated as specified in the applicable Final Terms;

"**Price Source Disruption**" means that it becomes impossible to obtain the rate or rates from which the Settlement Price is calculated;

"**Resettable Period**" means the period specified as such in the applicable Final Terms;

"**Resettable Knock-in Period**" means the period specified as such in the applicable Final Terms;

"**Resettable Knock-out Period**" means the period specified as such in the applicable Final Terms;

"**Scheduled Trading Day**" means a day on which commercial banks are open (or, but for the occurrence of a Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the principal financial centres of the Base Currency and Subject Currency or Subject Currencies;

"**Settlement Price Date**" means each Strike Date, Strike Day, Observation Date, FX Averaging Date, FX Digital Observation Date, Knock-in Averaging Date, Knock-out Averaging Date, Knock-in Observation Date, Knock-out Observation Date or Valuation Date, as the case may be;

"**Specified Maximum Days of Disruption**" means the number of days specified in the applicable Final Terms, or if not so specified, five Scheduled Trading Days;

"**Strike Date**" means the Strike Date specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate-Linked Note Condition 3 (*Consequences of a Disruption Event*) shall apply;

"**Strike Day**" means each date specified as such in the applicable Final Terms and, if Averaging Date Consequences are specified as applicable in the applicable Final Terms, the provisions contained in the definition of "Averaging Date" shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Strike Day";

"**Strike Period**" means the period specified as such in the applicable Final Terms;

"**Valuation Date**" means any Interest Valuation Date and/or Redemption Valuation Date, as the case may be, specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate-Linked Note Condition 3 (*Consequences of a Disruption Event*) shall apply;

"**Valuation Time**" means, unless otherwise specified in the applicable Final Terms, the time at which the Price Source publishes the relevant rate or rates from which the Settlement Price is calculated; and

"**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

2. Disruption Events

Unless, in the case of Exempt Notes only, otherwise stated in the applicable Pricing Supplement, the occurrence of any of the following events, in respect of any Base Currency, Subject Currency and/or Subject Currencies, shall if specified as being applicable in the applicable Final Terms be a Disruption Event:

(a) Price Source Disruption;

(c) Illiquidity Disruption;

(d) Dual Exchange Rate;

(e) any other event outside the control of the Issuer and/or the Calculation Agent that, in the opinion of the Calculation Agent, has the same or a similar consequence as one of the events referred to in (a), (b) or (c); or

(f) in the case of Exempt Notes only, any other event specified in the applicable Pricing Supplement.

The Calculation Agent shall give notice as soon as practicable to Noteholders in accordance with Note Condition 13, of the occurrence of a Disrupted Day on any day that but for the occurrence of the Disrupted Day would have been an Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be.

3. Consequences of a Disruption Event

Upon a Disruption Event occurring or continuing on an Averaging Date or any Settlement Price Date (or, if different, the day on which prices for that date would, in the ordinary course, be published by the Price Source) as determined by the Calculation Agent, the Calculation Agent shall:

(b) apply the applicable Disruption Fallback in determining the consequences of the Disruption Event:

"**Disruption Fallback**" means a source or method that may give rise to an alternative basis for determining the Settlement Price in respect of a Base Currency, Subject Currency and/or Subject Currencies when a Disruption Event occurs or exists on a day that is an Averaging Date or a Settlement Price Date (or, if different, the day on which prices for that date would, in the ordinary course, be published or announced by the Price Source). The Calculation Agent shall take the relevant actions specified in either (i), (ii) or (iii) below:

(i) if an Averaging Date or any Settlement Price Date is a Disrupted Day, the Calculation Agent will determine that the relevant Averaging Date or Settlement Price Date, as the case may be, shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day (in the case of any Settlement Price Date) or Valid Date (in the case of an Averaging Date or Settlement Price Date that is not the Strike Date) unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the originally scheduled Averaging Date or Settlement Price Date, as the case may be, is a Disrupted Day in which case the Calculation Agent may determine that the last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date or Settlement Price Date, as the case may be (irrespective, in the case of an Averaging Date or Settlement Price Date, of whether that last consecutive Scheduled Trading Day is already an Averaging Date or Settlement Price Date, as the case may be) and may determine the Settlement Price by determining a level for the Base Currency, Subject Currency and/or Subject

Currencies as of the Valuation Time on the last such consecutive Scheduled Trading Day using Currency – Reference Dealers Determination; or

(ii) if an Averaging Date or any Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, if Delayed Redemption on the Occurrence of a Disruption Event is specified as being not applicable in the applicable Final Terms, on giving notice to Noteholders in accordance with Note Condition 13, the Issuer shall redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the fair market value of such Note, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent. Payment shall be made in such manner as shall be notified to the Noteholders in accordance with Note Condition 13; or

(iii) if an Averaging Date or any Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, if Delayed Redemption on the Occurrence of a Disruption Event is specified as being applicable in the applicable Final Terms,

(A) if Early Redemption/Monetisation is specified in the Final Terms as not applicable, the Calculation Agent shall calculate the fair market value of each Note less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or its affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Foreign Exchange (FX) Disruption Amount**") as soon as practicable following the occurrence of the Disruption Event (the "**Calculated Foreign Exchange (FX) Disruption Amount Determination Date**") and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to (x) the Calculated Foreign Exchange (FX) Disruption Amount plus interest accrued from and including the Calculated Foreign Exchange (FX) Disruption Amount Determination Date to but excluding the Maturity Date at a rate equal to the relevant Issuer's funding cost at such time or (y) if Principal Protected Termination Amount is specified as being applicable in the applicable Final Terms and if greater, its principal amount; and/or

(B) if Early Redemption/Monetisation is specified in the Final Terms as applicable, the Issuer may redeem the Notes at the Early Redemption Amount specified in the Final Terms and calculated by the Calculation Agent as at the Early Redemption Valuation Date; and/or

(g) notwithstanding any provisions in the Terms and Conditions to the contrary, postpone any payment date related to such Averaging Date or Settlement Price Date (or, if different, the day on which prices for that date would, in the ordinary course, be provided or announced by the Price Source), as the case may be (including, if applicable, the Maturity Date) until the Business Day following the date on which a Disruption Event is no longer subsisting and no interest or other amount shall be paid by the Issuer in respect of such postponement.

(h) For the purposes of this Foreign Exchange (FX) Rate-Linked Note Condition 3, "**Currency - Reference Dealers Determination**" means that, if applicable, the Base Currency, Subject Currency and/or Subject Currencies on the last such consecutive Scheduled Trading Day will be determined on the basis of quotations provided by Reference Dealers on that Scheduled Trading Day for a transaction between the currencies specified in the applicable Final Terms as of the Valuation Time on such day. The Calculation Agent will request each of the Reference Dealers to provide a firm quotation of its relevant level for the Base Currency, Subject Currency and/or Subject Currencies. If four quotations are provided, the relevant level for the Base Currency, Subject Currency and/or Subject Currencies will be the arithmetic

mean of the quotations provided, without taking into account the quations having the highest and lowest value. If exactly three quotations are provided, the relevant level for the Base Currency, Subject Currency and/or Subject Currencies will be the quotation provided by the Reference Dealer that remains after disregarding the quotations having the highest and lowest values. For these purposes, if more than one quotation has the same highest value or lowest value, then one of such quotations shall be disregarded. If exactly two quotations are provided, the relevant level for the Base Currency, Subject Currency and/or Subject Currencies will be the arithmetic mean of the quotations received. If only one quotation is provided, the relevant level for the Base Currency, Subject Currency and/or Subject Currencies will be the rate quoted by that Reference Dealer. If no such quotations are received by the Calculation Agent, any such level will be determined by the Calculation Agent by reference to such other sources as it, having taken into account any relevant market practice, considers to be appropriate and "**Reference Dealers**" means the reference dealers specified in the applicable Final Terms or, if no such reference dealers are specified, four leading dealers in the relevant currencies selected by the Calculation Agent.

4. Settlement Price

"**Settlement Price**" means, in respect of a Subject Currency and a Settlement Price Date or Averaging Date, and subject to Foreign Exchange (FX) Rate-Linked Note Condition 3 above, an amount equal to the spot rate of exchange appearing on the Relevant Screen Page at the Valuation Time on such Settlement Price Date or Averaging Date, for the exchange of such Subject Currency into the Base Currency (expressed as the number of units (or part units) of the Subject Currency for which one unit of the Base Currency can be exchanged) or, if such rate is not available, the arithmetic mean (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer Subject Currency/Base Currency exchange rates (expressed as aforesaid) at the Valuation Time on the relevant Settlement Price Date or Averaging Date of two or more leading dealers (as selected by the Calculation Agent) on a foreign exchange market (as selected by the Calculation Agent), **provided that** if the relevant rate of exchange is derived from two or more rates of exchange, the Settlement Price shall be calculated by the Calculation Agent as provided above on the basis of each such rate of exchange.

5. Knock-in Event and Knock-out Event

5.1 If "Knock-in Event" is specified as applicable in the Final Terms, then any payment under the relevant Notes which is expressed in the applicable Final Terms to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

5.2 If "Knock-out Event" is specified as applicable in the Final Terms, then any payment under the relevant Notes which is expressed in the applicable Final Terms to be subject to a Knock-out Event, shall be conditional upon the occurrence of such Knock-out Event.

5.3 If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if a Disruption Event has occurred on any Knock-in Determination Day or Knock-out Determination Day, then, unless Disruption Consequences are specified in the applicable Final Terms as not applicable, such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

5.4 If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours for the Base Currency, Subject Currency and/or Subject Currencies and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time on which the Subject Currency or Subject Currencies trigger the Knock-in Level or the Knock-out Level, a

Disruption Event occurs or exists, then, unless Disruption Consequences are specified in the applicable Final Terms as not applicable, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

5.5 Definitions relating to Knock-in Event/Knock-out Event.

"**Knock-in Determination Day**" means the date(s) specified as such in the applicable Final Terms, or each Scheduled Trading Day during the Knock-in Determination Period.

"**Knock-in Determination Period**" means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

"**Knock-in Event**" means (a) in the case of a single Subject Currency, that the value of the Subject Currency determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is and (b) in the case of a basket of Subject Currencies, that the amount determined by the Calculation Agent equal to the sum of the values of each Subject Currency as the product of (x) the value of such Subject Currency as of the Knock-in Valuation Time on any Knock-in Determination Day and (y) the relevant Weighting is, in each case (i) "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-in Level, or (ii) "within" the Knock-in Range Level, in each case as specified in the applicable Final Terms (A) on a Knock-in Determination Day or (B) in respect of a Knock-in Determination Period, as specified in the applicable Final Terms.

"**Knock-in Level**" means the FX Knock-in Level or the price, level, amount, percentage or value specified as such in the applicable Final Terms, subject to adjustment in accordance with the provisions set forth in Foreign Exchange (FX) Rate-Linked Note Condition 1 and Foreign Exchange (FX) Rate-Linked Note Condition 2.

"**Knock-in Period Beginning Date**" means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"**Knock-in Period Ending Date**" means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"**Knock-in Range Level**" means the range of levels specified as such or otherwise determined in the applicable Final Terms.

"**Knock-in Valuation Time**" means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

"**Knock-out Determination Day**" means the date(s) specified as such in the applicable Final Terms, or each Scheduled Trading Day during the Knock-out Determination Period.

"**Knock-out Determination Period**" means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

"**Knock-out Event**" means (a) in the case of a single Subject Currency, that the value of the Subject Currency determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is or (b) in the case of a basket of Subject Currencies, that the amount determined by the Calculation Agent equal to the sum of the values of each Subject Currency as the product of (x) the value of such Subject Currency as of the Knock-out Valuation Time on any Knock-out Determination Day and (y) the relevant Weighting is, in each case (i) "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-out Level, or (ii) "within" the Knock-out

Range Level, in each case as specified in the applicable Final Terms (A) on a Knock-in Determination Day or (B) in respect of a Knock-in Determination Period, as specified in the applicable Final Terms.

"**Knock-out Level**" means the FX Knock-out Level or the price, level, amount, percentage or value specified as such in the applicable Final Terms, subject to adjustment in accordance with Foreign Exchange (FX) Rate-Linked Note Condition 1 and Foreign Exchange (FX) Rate-Linked Note Condition 2.

"**Knock-out Period Beginning Date**" means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"**Knock-out Period Ending Date**" means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

"**Knock-out Valuation Time**" means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

6. Automatic Early Redemption Event

If "Automatic Early Redemption Event" is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if (i) on any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as specified in the applicable Final Terms, an Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date at an amount equal to the relevant Automatic Early Redemption Amount.

Definitions

"**AER Rate**" means the rate specified as such or determined in the manner set out in the applicable Final Terms.

"**Automatic Early Redemption Amount**" means, in respect of each principal amount of Notes equal to the Calculation Amount, an amount equal to the Automatic Early Redemption Payout set out in the applicable Final Terms or if not set out, an amount equal to the product of (i) the Calculation Amount and (ii) the sum of the relevant Automatic Early Redemption Percentage and the relevant AER Rate relating to that Automatic Early Redemption Date. If the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Note pursuant to this Condition.

"**Automatic Early Redemption Date**" means each date specified as such in the applicable Final Terms or if such date is not a Business Day, the next following Business Day, and no Noteholder shall be entitled to any interest or further payment in respect of such delay.

"**Automatic Early Redemption Event**" means (a) in case of a single Subject Currency that the value of the Subject Currency determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on any Automatic Early Redemption Valuation Date is, and (b) in the case of a basket of Subject Currencies, the amount determined by the Calculation Agent equal to the sum of the values for each Subject Currency as the product of (x) the value of such Subject Currency as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time and (y) the relevant Weighting is, in each case (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Automatic Early Redemption Level as specified in the Final Terms.

"**Automatic Early Redemption Level**" means the value, price, level or percentage specified as such in the applicable Final Terms.

"**Automatic Early Redemption Valuation Date**" means each date specified as such in the applicable Final Terms or if that is not a Scheduled Trading Day, the next following Scheduled Trading Day unless in the opinion of the Calculation Agent a Disruption Event occurs on that day. If a Disruption Event occurs on that day then the provisions of Foreign Exchange (FX) Rate-Linked Note Condition 3 (*Consequences of a Disruption Event*) shall apply mutatis mutandis as if references in such provisions to "Settlement Price Date" were to "Automatic Early Redemption Valuation Date".

"**Automatic Early Redemption Valuation Period**" means the period specified as such in the applicable Final Terms.

"**Automatic Early Redemption Valuation Time**" has the meaning given it in the applicable Final Terms.

7. Consequences of an Additional Disruption Event and/or an Optional Additional Disruption Event

If the Calculation Agent determines that an Additional Disruption Event and/or an Optional Additional Disruption Event has occurred, the relevant Issuer may redeem the Notes by giving notice to Noteholders in accordance with Note Condition 13. If the Notes are so redeemed the relevant Issuer will pay an amount to each Noteholder in respect of each Note held by him which amount shall be the Early Redemption Amount specified in the Final Terms and calculated by the Calculation Agent as at the Early Redemption Valuation Date taking into account the Additional Disruption Event and/or the Optional Additional Disruption Event, as the case may be, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to such Issuer, the Guarantor (if applicable) and/or its Affiliates of unwinding any underlying related hedging arrangements all as determined by the Calculation Agent. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Note Condition 13.

"**Additional Disruption Event**" means Change in Law.

"**Change in Law**" means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority), or the combined effect thereof if occurring more than once, the relevant Issuer determines that it has become illegal for it to maintain the Notes or/and to perform its obligations under the Notes or/and to hold acquire or dispose any underlying used under the Notes,

"**Extended Change in Law**" means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority), or the combined effect thereof if occurring more than once, the Issuer determines that (a) it has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Notes or (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in relation to the Notes in issue or in holding, acquiring or disposing of any relevant hedge positions relating to the Notes;

"**Government Authority**" means (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), (ii) any court, tribunal, administrative or other

governmental, inter-governmental or supranational body, (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the relevant entity or some or of all of its obligations, or (iv) any other authority which is analogous to any of the entities specified in this definition.

"**Hedging Disruption**" means that the relevant Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the equity price risk and any other relevant price risk including but not limited to the currency risk of such Issuer issuing and performing its obligations with respect to the Notes, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or any futures or options contract(s) or any relevant hedge positions relating to the Notes.

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

"**Jurisdiction Event**" means that, on or after the Trade Date, it has become impracticable, illegal or impossible for the Issuer or any of its Affiliates to purchase, sell, hold or otherwise deal (or to continue to do so in the future) in any currency relevant for the Notes or, unless "Hedging Arrangements" is specified as not applicable in the applicable Final Terms, any options or futures contracts in relation to in any currency relevant for the Notes in order for the Issuer to perform its obligations (a) under the Notes or (b) unless Hedging Arrangements is specified as not applicable in the applicable Final Terms, in respect of any relevant hedging arrangements in connection with the Notes (including, without limitation, any purchase, sale or entry into or holding of one or more securities positions, currency positions, stock loan transactions, derivatives positions, commodity positions or other instruments or arrangements (however described) by the Issuer and/or any of its Affiliates in order to hedge, either individually or on a portfolio basis, the Notes), or the costs of so doing would (in the determination of the Calculation Agent) be materially increased under the restriction or limitation of the existing or future law, rule, regulation, judgment, order, interpretation, directive or decree of any Government Authority or otherwise.

"**Optional Additional Disruption Event**" means Increased Cost of Hedging or/and Hedging Disruption or/and Jurisdiction Event or/and Extended Change in Law, if specified in the applicable Final Terms.

PART 5: ADDITIONAL TERMS AND CONDITIONS FOR UNDERLYING INTEREST RATE-LINKED NOTES

This section relates only to Notes that are specified to be Underlying Interest Rate-Linked Interest Notes or Underlying Interest Rate-Linked Redemption Notes in the applicable Final Terms, i.e. Notes where the payments are linked to the value from time to time of one or more interest rate(s). These Additional Terms and Conditions must be read in conjunction with the Note Conditions set out in Part 1 (in respect of Notes in definitive form) and, in respect of Notes in global form, with the provisions of the relevant Global Note (as described under "Summary of Provisions Relating to Global Notes and Certain Provisions with Respect to Dematerialised Notes") and, where applicable, with the Additional Terms and Conditions set out in Part 2 and/or Part 3 and/or Part 4.

PART 5 : ADDITIONAL TERMS AND CONDITIONS FOR UNDERLYING INTEREST RATE LINKED NOTES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Notes specified in the applicable Final Terms as Underlying Interest Rate-Linked Interest Notes, Underlying Interest Rate-Linked Redemption Notes (together, "**Underlying Interest Rate Linked Notes**") shall comprise the terms and conditions of Notes (the "**Note Conditions**") and the additional Terms and Conditions for Underlying Interest Rate-Linked Notes set out below (the "**Underlying Interest Rate-Linked Note Conditions**") together with any other Additional Terms and Conditions specified in the applicable Final Terms, the Payout Conditions, in each case, subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (a) the Note Conditions and (b) the Underlying Interest Rate-Linked Note Conditions, the Underlying Interest Rate-Linked Note Conditions shall prevail. In the event of any inconsistency between (a) the Note Conditions and/or the Underlying Interest Rate-Linked Note Conditions and (b) the Payout Conditions, the Payout Conditions shall prevail. In the event of any inconsistency between (i) the Note Conditions and/or the Underlying Interest Rate-Linked Note Conditions and/or the Payout Conditions and (ii) the applicable Final Terms, the applicable Final Terms shall prevail.

Rate of Interest on Floating Rate Notes or CMS-Linked Interest Notes

1. Underlying Interest Rate Determination

In respect of each Underlying Interest Rate Determination Date specified in the applicable Final Terms, the Underlying Interest Rate will be determined in the manner specified in the applicable Final Terms.

2. ISDA Determination

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will be the relevant Underlying ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any) specified in the applicable Final Terms. For the purposes of these Underlying Interest Rate-Linked Note Conditions, "**Underlying ISDA Rate**" means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent (as defined in the ISDA Definitions) for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the "**ISDA Definitions**") and under which:

(a) the Floating Rate Option is as specified in the applicable Final Terms;

(c) the Designated Maturity is a period specified in the applicable Final Terms; and

(d) the relevant Reset Date is as specified in the applicable Final Terms.

For the purposes of these Underlying Interest Rate-Linked Note Conditions, "**Floating Rate**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

3. Screen Rate Determination

Where Screen Rate Determination is specified in the relevant Final Terms as being the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will be determined by the Calculation Agent on the basis of the following provisions:

(a) at or about the Relevant Time (Underlying) on the Underlying Interest Rate Determination Date, the Calculation Agent will:

(i) in the case of Notes which specify that the Primary Source for Underlying Interest Rate Quotations is Relevant Screen Page (Underlying), determine the Underlying Reference Rate which shall, subject as provided below, be (x) the Underlying Relevant Rate so appearing in or on the specified page, section or other part of the specified information service (the "**Relevant Screen Page (Underlying)**" (or such replacement on that service which displays the information) (where such Underlying Relevant Rate is a composite quotation or interest rate per annum or is customarily supplied by one entity) or (y) the arithmetic mean (rounded, if necessary, to the next higher one-hundred thousandth of a percentage point) of the Underlying Relevant Rates of the persons at the time whose quotations so appear in or on that page, section or other part of such information service as aforesaid, in any such case in respect of euro-currency deposits in the relevant currency for a period equal to the Underlying Specified Duration and as adjusted by the Underlying Spread or Underlying Spread Multiplier (if any) or by the Maximum Underlying Reference Rate or Minimum Underlying Reference Rate (all as specified in the relevant Final Terms); and

(ii) in the case of Notes which specify that the Primary Source for Underlying Interest Rate Quotations is Underlying Reference Banks and in the case of Notes falling within paragraph (a)(i) above but in respect of which no Underlying Relevant Rate appears at or about such Relevant Time (Underlying) or, as the case may be, which are to be determined by reference to quotations of persons appearing in or on the relevant page, section or other part of such information service as aforesaid but in respect of which less than two Underlying Relevant Rates appear at or about such Relevant Time (Underlying), request the principal offices in the Relevant Financial Centre (or, in the case of euro, the principal offices in the euro-zone selected by the Calculation Agent) of each of the Underlying Reference Banks specified on such Notes (or, as the case may be, any substitute Underlying Reference Bank appointed from time to time pursuant to paragraph 7 below) to provide the Calculation Agent with its Underlying Relevant Rate quoted to leading banks for euro-currency deposits in the relevant currency for a period equivalent to the Underlying Specified Duration. Where this paragraph (a)(ii) shall apply, the Underlying Reference Rate shall, subject as provided below, be the arithmetic mean (rounded, if necessary, to the next higher one-hundred thousandth of a percentage point) of such Underlying Relevant Rates as adjusted by the Underlying Spread or Underlying Spread Multiplier (if any) or by the Maximum Underlying Reference Rate or Minimum Underlying Reference Rate, as calculated by the Calculation Agent;

(d) if, at or about the Relevant Time (Underlying) on any Underlying Interest Rate Determination Date where the Underlying Reference Rate falls to be determined pursuant to paragraph (a)(ii) in respect of a Note, two or three only of such Underlying Reference Banks provide such relevant quotations, the Underlying Reference Rate shall, subject as provided below, be determined as aforesaid on the basis of the Underlying Relevant Rates quoted by such Underlying Reference Banks;

(e) if, at or about the Relevant Time (Underlying) on any Underlying Interest Rate Determination Date where the Underlying Reference Rate falls to be determined pursuant to

paragraph (a)(ii), only one or none of such Underlying Reference Banks provide such Underlying Relevant Rates, the Underlying Reference Rate shall be, subject as provided below, whichever is the higher of:

(i) the Underlying Reference Rate in effect for the last preceding Underlying Interest Rate Determination Date to which paragraphs (a)(i), (a)(ii) or (d) above shall have applied (after readjustment for any difference between any Underlying Spread or Underlying Spread Multiplier applicable to the preceding Underlying Interest Rate Determination Date and to the relevant Underlying Interest Rate Determination Date); and

(ii) the rate per annum (expressed as a percentage) which the Calculation Agent determines to be the arithmetic mean (rounded, if necessary, to the next higher one-hundred thousandth of a percentage point) of the Underlying Relevant Rates in respect of the relevant currency which banks in the principal financial centre of the country of such currency (or, in the case of Notes denominated in euro, in such financial centre or centres in the euro-zone selected by the Calculation Agent) selected by the Calculation Agent (after consultation with the relevant Issuer and (in the case of Notes issued by BP2F) the Guarantor) are quoting at or about the Relevant Time (Underlying) on the relevant Underlying Interest Rate Determination Date for a period equivalent to the Underlying Specified Duration to leading banks carrying on business in that principal financial centre (or, in the case of Notes denominated in euro, in such financial centre or centres in the euro-zone selected by the Calculation Agent), as adjusted by the Underlying Spread or Underlying Spread Multiplier (if any) except that, if the banks so selected by the Calculation Agent are not quoting as aforesaid, the Underlying Reference Rate shall be the Underlying Reference Rate specified in paragraph (e)(i) above, except that, if the Calculation Agent determines that the failure to provide such Underlying Reference Rate is due to the discontinuation of the Underlying Benchmark, then the Underlying Interest Rate will be determined in accordance with paragraph (f) below.

(f) If the Calculation Agent determines at any time prior to any Underlying Interest Rate Determination Date, that the Underlying Benchmark has been discontinued, the Calculation Agent will use, as a substitute for the Underlying Benchmark, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction of the currency of the relevant rate that is consistent with industry accepted standards, provided that if the Calculation Agent notifies the Issuer that it is unable to determine such an alternative reference rate, the Calculation Agent will as soon as reasonably practicable (and in any event before the business day prior to the applicable Underlying Interest Rate Determination Date) appoint an agent (the "**Underlying Benchmark Determination Agent**"), which will determine whether a substitute or successor rate, which is substantially comparable to the Underlying Benchmark, is available for the purpose of determining the Underlying Benchmark on each Underlying Interest Rate Determination Date falling on or after the date of such determination. If the Underlying Benchmark Determination Agent determines that there is an industry accepted successor rate, the Underlying Benchmark Determination Agent will notify the Issuer of such successor rate to be used by the Calculation Agent to determine the Underlying Interest Rate.

If the Underlying Benchmark Determination Agent or the Calculation Agent, as applicable has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the "**Replacement Benchmark**"), for the purpose of determining the Underlying Benchmark on each Underlying Interest Rate Determination Date falling on or after such determination:

(i) the Underlying Benchmark Determination Agent or the Calculation Agent, as applicable, will also determine the changes (if any) required to the Underlying Interest Rate Determination Date and any method for obtaining the Replacement Benchmark, including any adjustment needed to make such Replacement Benchmark comparable to the Underlying Benchmark, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Benchmark;

(ii) references to the Underlying Benchmark in these Underlying Interest Rate-Linked Note Conditions will be deemed to be references to the relevant Replacement Benchmark, including any alternative method for determining such rate as described in (i) above;

(iii) the Underlying Benchmark Determination Agent or the Calculation Agent, as applicable, will notify the Issuer of the Replacement Benchmark, and the details described in (i) above as soon as reasonably practicable; and

(iv) the Issuer will give notice to the Noteholders in accordance with Condition 13 (*Notices*), the Principal Paying Agent and the Calculation Agent of the Replacement Benchmark, and the details described in (i) above as soon as reasonably practicable but in any event no later than 5:00 p.m. (London time) on the business day prior to the applicable Interest Determination Date.

The determination of the Replacement Benchmark and the other matters referred to above by the Underlying Benchmark Determination Agent or the Calculation Agent, as applicable, will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent, the Principal Paying Agent and the Noteholders, unless the Issuer, the Calculation Agent or the Underlying Benchmark Determination Agent determines at a later date that the Replacement Benchmark is no longer substantially comparable to the Underlying Benchmark or does not constitute an industry accepted successor rate, in which case the Calculation Agent shall appoint or re-appoint a Underlying Benchmark Determination Agent, as the case may be (which may or may not be the same entity as the original Underlying Benchmark Determination Agent or the Calculation Agent) for the purpose of confirming the Replacement Benchmark or determining a substitute Replacement Benchmark in an identical manner as described in this paragraph (f). If the Replacement Underlying Benchmark Determination Agent or the Calculation Agent, as applicable, is unable to or otherwise does not determine a substitute Replacement Benchmark, then the Replacement Benchmark will remain unchanged.

The Underlying Benchmark Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the currency of the relevant rate as appointed by the Issuer, (y) the Issuer or (z) an affiliate of the Issuer.

4. **CMS-Rate Determination**

Where CMS-Rate Determination is specified in the applicable Final Terms as the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will be the relevant Underlying CMS Rate plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any) specified in the applicable Final Terms. For the purposes of these Underlying Interest Rate-Linked Note Conditions, "**Underlying CMS Rate**" means the Specified Swap Rate for swap transactions in the Reference Currency (CMS) with a maturity of the Designated Maturity (CMS), expressed as a percentage rate per annum, which appears on the Relevant Screen Page (CMS) as at the Relevant Time on the Underlying Interest Rate Determination Date in question, all as determined by the Calculation Agent.

If the Specified Swap Rate does not appear on the Relevant Screen Page (CMS) or if the Relevant Screen Page (CMS) is not available, then the Calculation Agent will determine the relevant Floating Rate for the relevant Underlying Interest Rate Determination Date in accordance with paragraph 2 (*ISDA Determination*) above on the basis of the Floating Rate Option, Designated Maturity and Reset Date specified in the applicable Final Terms and, if so specified in the applicable Final Terms, as if fewer than the minimum number of Underlying Reference Banks specified therein had quoted.

"**Designated Maturity (CMS)**" is as specified in the applicable Final Terms;

"**Reference Currency (CMS)**" is as specified in the applicable Final Terms;

"**Relevant Screen Page (CMS)**" means the specified page, section or other part of the particular information service as may be specified in the applicable Final Terms, or such other page, section or other part as may replace it on that information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displacing rates or prices comparable to the Specified Swap Rate;

"**Relevant Time**" means the time as of which any rate is to be determined as specified in the applicable Final Terms or, if none is specified, at which it is customary to determine such rate; and

"**Specified Swap Rate**" means any of the following as specified in the applicable Final Terms: (a) the swap rate, (b) the annual swap rate, (c) the semi-annual swap rate, (d) the quarterly swap rate, (e) the quarterly-annual swap rate, or (f) the quarterly-quarterly swap rate.

5. Determination of Underlying Interest Rate

The Calculation Agent will, on or as soon as practicable after each date on which the Underlying Interest Rate is to be determined (the "**Underlying Interest Rate Determination Date**"), determine the Underlying Reference Rate (subject to any Underlying Spread, Underlying Spread Multiplier, Minimum Underlying Reference Rate or Maximum Underlying Reference Rate specified in the applicable Final Terms). The Calculation Agent will notify the Principal Paying Agent of the Underlying Reference Rate as soon as practicable after calculating the same.

6. Underlying Spread, Underlying Spread Multiplier, Minimum and/or Maximum Underlying Reference Rate

6.1 If any Underlying Spread or an Underlying Spread Multiplier is expressed in the relevant Final Terms, an adjustment shall be made to the Underlying Reference Rate by (a) adding or subtracting such Underlying Spread to or from, as the case may be, or (b) multiplying such Underlying Spread Multiplier by, such Underlying Reference Rate, subject always to paragraphs 6.2 and 6.3 below.

6.2 If the applicable Final Terms specifies a Minimum Underlying Reference Rate, then, in the event that the Underlying Reference Rate determined in accordance with the provisions of Underlying Interest Rate-Linked Note Conditions 2 or 3 above (as appropriate) is less than such Minimum Underlying Reference Rate, the Underlying Reference Rate shall be such Minimum Underlying Reference Rate.

6.3 If the applicable Final Terms specifies a Maximum Underlying Reference Rate, then, in the event that the Underlying Reference Rate determined in accordance with the provisions of Underlying Interest Rate-Linked Note Conditions 2 or 3 above (as appropriate) is greater than such Maximum Underlying Reference Rate, the Underlying Reference Rate shall be such Maximum Underlying Reference Rate.

7. Underlying Reference Banks

The relevant Issuer will procure that there shall at all times be four Underlying Reference Banks with offices in the Relevant Financial Centre (or, in the case of euro, in the financial centre or centres

selected by the relevant Issuer). If any Underlying Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as an Underlying Reference Bank, then the Calculation Agent will appoint another Underlying Reference Bank with an office in the Relevant Financial Centre (or, in the case of euro, in the financial centre or centres in the euro-zone) to act as such in its place.

8. Knock-in Event and Knock-out Event

8.1 If "Knock-in Event" is specified as applicable in the applicable Final Terms, then any payment under the relevant Notes which is expressed in the Terms and Conditions to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

8.2 If "Knock-out Event" is specified as applicable in the applicable Final Terms, then any payment under the relevant Notes which is expressed in the Terms and Conditions to be subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

8.3 Definitions relating to Knock-in Event/Knock-out Event

"**Knock-in Determination Day**" means the date(s) specified as such in the applicable Final Terms, or each Business Day during the Knock-in Determination Period.

"**Knock-in Determination Period**" means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

"**Knock-in Event**" means (a) in respect of a single Underlying Interest Rate, that the Underlying Reference Rate determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day; and (b) in respect of a Basket of Underlying Interest Rates, that the amount determined by the Calculation Agent equal to the sum of the values calculated for each Underlying Interest Rate as the product of (x) the Underlying Reference Rate as of the Knock-in Valuation Time on any Knock-in Determination Day and (y) the relevant Weighting, in each case, is (A)(i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Knock-in Level; or (B) "within" the Knock-in Range Level, in each case as specified in the applicable Final Terms (I) on a Knock-in Determination Day or (II) in respect of a Knock-in Determination Period, as specified in the applicable Final Terms.

"**Knock-in Level**" means the level, amount, price or percentage specified as such in the applicable Final Terms.

"**Knock-in Period Beginning Date**" means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Business Day, the next following Business Day.

"**Knock-in Period Ending Date**" means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Business Day, the next following Business Day.

"**Knock-in Range Level**" means the level specified as such or otherwise determined in the applicable Final Terms.

"**Knock-in Valuation Time**" means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms.

"**Knock-out Determination Day**" means the date(s) as specified in the applicable Final Terms, or each Business Day during the Knock-out Determination Period.

"**Knock-out Determination Period**" means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

"**Knock-out Event**" means (a) in respect of a single Underlying Interest Rate, that the Underlying Reference Rate determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day; and (b) in respect of a Basket of Underlying Interest Rates, that the amount determined by the Calculation Agent equal to the sum of the values for each Underlying Interest Rate as the product of (x) the Underlying Reference Rate as of the Knock-out Valuation Time on any Knock-out Determination Day and (y) the relevant Weighting, in each case, is (A)(i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Knock-out Level; or (B) "within" the Knock-out Range Level, in each case as specified in the applicable Final Terms (I) on a Knock-out Determination Day or (II) in respect of a Knock-out Determination Period, as specified in the applicable Final Terms.

"**Knock-out Level**" means the level, amount, price or percentage specified as such or otherwise determined in the applicable Final Terms.

"**Knock-out Period Beginning Date**" means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Business Day, the next following Business Day.

"**Knock-out Period Ending Date**" means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Business Day, the next following Business Day.

"**Knock-out Valuation Time**" means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms.

9. Automatic Early Redemption Event

If "Automatic Early Redemption Event" is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if (i) on any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as specified in the applicable Final Terms, an Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date at an amount equal to the relevant Automatic Early Redemption Amount.

Definitions

"**Automatic Early Redemption Amount**" means, in respect of each principal amount of Notes equal to the Calculation Amount, an amount equal to the Automatic Early Redemption Payout set out in the applicable Final Terms or if not set out, an amount equal to the product of (i) the Calculation Amount and (ii) the sum of the relevant Automatic Early Redemption Percentage and the relevant AER Rate relating to that Automatic Early Redemption Date. If the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Note pursuant to this Condition.

"**Automatic Early Redemption Date**" means (i) if Target Automatic Early Redemption, FI Underlying Automatic Early Redemption, FI Coupon Automatic Early Redemption or Standard Automatic Early Redemption is specified as applicable in the applicable Final Terms, the Interest Payment Date immediately following the Automatic Early Redemption Valuation Date on which an Automatic Early Redemption Event occurs, or, otherwise, (ii) each date specified as such in the applicable Final Terms or if such date is not a Business Day, the next following Business Day, and no Noteholder shall be entitled to any interest or further payment in respect of such delay.

"**Automatic Early Redemption Event**" means:

(a) if Target Automatic Early Redemption is specified as applicable in the applicable Final Terms, that the Cumulative Coupon is equal to or greater than the Automatic Early Redemption Percentage;

(b) if FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms, that the Underlying Reference Level is (i) equal to or greater than the Automatic Early Redemption Percentage Down and (ii) less than or equal to the Automatic Early Redemption Percentage Up;

(c) if FI Coupon Automatic Early Redemption is specified as applicable in the applicable Final Terms, that the product of (i) the Interest Rate and (ii) the Day Count Fraction, in each case in respect of the Current Interest Period is equal to or greater than the Automatic Early Redemption Percentage; or

(d) if Standard Automatic Early Redemption is specified as applicable in the applicable Final Terms, that (i) in the case of a single Underlying Reference, the Underlying Reference Level or (ii) in the case of a Basket of Underlying Interest Rates, the Basket Price is, (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Automatic Early Redemption Level as specified in the applicable Final Terms.

"**Automatic Early Redemption Level**" means the amount, price, percentage or level specified as such in the applicable Final Terms.

"**Automatic Early Redemption Percentage**" means the percentage specified as such in the applicable Final Terms.

"**Automatic Early Redemption Percentage Down**" means the percentage specified as such in the applicable Final Terms.

"**Automatic Early Redemption Percentage Up**" means the percentage specified as such in the applicable Final Terms.

"**Automatic Early Redemption Valuation Date**" means each date specified as such in the applicable Final Terms or, if such date is not a Business Day, the next following Business Day.

"**Automatic Early Redemption Valuation Period**" means the period specified as such in the applicable Final Terms.

"**Automatic Early Redemption Valuation Time**" has the meaning given it in the applicable Final Terms.

"**Basket of Underlying Interest Rates**" means, for the purposes of this Underlying Interest Rate Linked Condition 9, the Basket of Underlying Interest Rates to which the value of the relevant Notes relate, as specified in the applicable Final Terms.

"**Basket Price**" means, in respect of any Automatic Early Redemption Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each Underlying Interest Rate comprising the Basket of Underlying Interest Rates as the product of (a) the Underlying Reference Level of such Underlying Interest Rate on such Automatic Early Redemption Valuation Date and (b) the relevant Weighting.

"**Cumulative Coupon**" means, in respect of an Automatic Early Redemption Valuation Date, (a) the sum of the values calculated for each Interest Period preceding the Current Interest Period as the

product of (i) the Interest Rate and (ii) the Day Count Fraction, in each case for such Interest Period plus (b) the product of (i) the Interest Rate and (ii) the Day Count Fraction, in each case for the Current Interest Period.

"**Current Interest Period**" means, in respect of an Automatic Early Redemption Valuation Date, the Interest Period during which such Automatic Early Redemption Valuation Date falls.

"**Underlying Reference Level**" means, in respect of any Automatic Early Redemption Valuation Date, the Underlying Reference Rate, as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on such Automatic Early Redemption Valuation Date.

10. Automatic Early Redemption Event Accrual

Notwithstanding Note Condition 4.1, if FI Underlying Automatic Early Redemption and Accrual to Automatic Early Redemption are specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs on an Automatic Early Redemption Valuation Date, interest will cease to accrue on such Automatic Early Redemption Valuation Date.

11. Relevant Definitions

As used in these Terms and Conditions:

"**Relevant Time (Underlying)**" means the local time in the Relevant Financial Centre specified in the relevant Final Terms or, if none is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the relevant currency in the interbank market in that Relevant Financial Centre.

"**Underlying Benchmark**" means either LIBOR, EURIBOR, LIBID or LIMEAN, as specified relevant Final Terms.

"**Underlying Reference Banks**" means the banks specified as such in the relevant Final Terms.

"**Underlying Relevant Rate**" means:

(a) if the Underlying Benchmark is an offered rate, an offered rate;

(b) if the Underlying Benchmark is a bid rate, a bid rate; and

(c) if the Underlying Benchmark is the mean of an offered and bid rate, the mean of an offered and bid rate.

"**Underlying Specified Duration**" means the period in relation to which the Underlying Benchmark is specified to apply, as specified in the relevant Final Terms.

"**Underlying Spread**" means the spread specified in the relevant Final Terms.

"**Underlying Spread Multiplier**" means the multiplier specified in the relevant Final Terms.

12. Consequences of an Additional Disruption Event and/or an Optional Additional Disruption Event

If the Calculation Agent determines that an Additional Disruption Event and/or an Optional Additional Disruption Event has occurred and Delayed Redemption on the Occurrence of a Disruption Event is not specified as applicable in the applicable Final Terms, the relevant Issuer may redeem the Notes by giving notice to Noteholders in accordance with Note Condition 13. If the Notes are so redeemed the

relevant Issuer will pay an amount to each Noteholder in respect of each Note held by him an amount equal to the Early Redemption Amount specified in the Final Terms and calculated by the Calculation Agent as at the Early Redemption Valuation Date taking into account the Additional Disruption Event and/or the Optional Additional Disruption Event, as the case may be, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to such Issuer, the Guarantor (if applicable) and/or its or their Affiliates of unwinding any underlying related hedging arrangements all as determined by the Calculation Agent. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Note Condition 13.

If the Calculation Agent determines that an Additional Disruption Event and/or an Optional Additional Disruption Event has occurred and Delayed Redemption on the Occurrence of a Disruption Event is specified as applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Note taking into account the Additional Disruption Event and/or the Optional Additional Disruption Event, as the case may be, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer, the Guarantor (if applicable) and/or its or their Affiliates of unwinding any underlying related hedging arrangements (the "**Disruption Event Amount**") as soon as practicable following the occurrence of the Disruption Event (the "**Disruption Event Amount Determination Date**") and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to (x) the Disruption Event Amount plus interest accrued from and including the Disruption Event Amount Determination Date to but excluding the Maturity Date at a rate equal to the relevant Issuer's funding cost at such time or (y) if Principal Protected Termination Amount is specified as being applicable in the applicable Final Terms and if greater, an amount equal to the principal amount of the relevant Note multiplied by the Principal Protected Termination Amount Percentage specified in the applicable Final Terms.

"**Additional Disruption Event**" means each of Change in Law.

"**Change in Law**" means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority), or the combined effect thereof if occurring more than once, the relevant Issuer determines that it has become illegal for it to maintain the Notes or/and to perform its obligations under the Notes.

"**Extended Change in Law**" means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority), or the combined effect thereof if occurring more than once, the Issuer determines that (a) it has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Notes or (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in the Notes in issue or in holding, acquiring or disposing of any relevant hedge positions of the Notes.

"**Government Authority**" means (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body, (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the relevant entity or some or of all of its obligations, or (iv) any other authority which is analogous to any of the entities specified in this definition.

"**Hedging Disruption**" means that the relevant Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge any relevant price risk including but not limited to the currency risk of such Issuer issuing and performing its obligations with respect to the Notes, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or any futures or options contract(s) or any relevant hedge positions relating to the Notes.

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

"**Jurisdiction Event**" means that, on or after the Trade Date, it has become impracticable, illegal or impossible for the Issuer or any of its Affiliates to purchase, sell, hold or otherwise deal (or to continue to do so in the future) in any Underlying Interest Rate or, unless "Hedging Arrangements" is specified as not applicable in the applicable Final Terms, any options or futures contracts in relation to in any Underlying Interest Rate in order for the Issuer to perform its obligations (a) under the Notes or (b) unless Hedging Arrangements is specified as not applicable in the applicable Final Terms, in respect of any relevant hedging arrangements in connection with the Notes (including, without limitation, any purchase, sale or entry into or holding of one or more securities positions, currency positions, stock loan transactions, derivatives position, commodity position or other instruments or arrangements (however described) by the Issuer and/or any of its Affiliates in order to hedge, either individually or on a portfolio basis, the Notes), or the costs of so doing would (in the determination of the Calculation Agent) be materially increased under the restriction or limitation of the existing or future law, rule, regulation, judgment, order, interpretation, directive or decree of any Government Authority or otherwise.

"**Optional Additional Disruption Event**" means Increased Cost of Hedging or/and Hedging Disruption or/and Jurisdiction Event or/and Extended Change in Law, if specified as applicable in the applicable Final Terms.

SUMMARY OF PROVISIONS RELATING TO GLOBAL NOTES AND CERTAIN PROVISIONS WITH RESPECT TO DEMATERIALISED NOTES

This section sets out (i) provisions in relation to Notes represented by Global Notes which are set out on the relevant Global Note, certain of which modify the provisions set out in the Note Conditions described above and (ii) certain provisions in relation to Dematerialised Notes cleared through the X/N System.

SUMMARY OF PROVISIONS RELATING TO GLOBAL NOTES AND CERTAIN PROVISIONS WITH RESPECT TO DEMATERIALISED NOTES

This section will apply to both Non-Exempt Notes and Exempt Notes.

Notes deposited with a common depositary for Euroclear and/or Clearstream, Luxembourg

Each Series or Tranche, as the case may be, where the Notes issued in such Series or Tranche are initially in bearer form, will, unless otherwise provided in the relevant Final Terms, initially be represented by a temporary Global Note, in bearer form without Coupons, with (in the case of Notes issued by BP2F) the Guarantee of the Guarantor appended thereto. Each temporary Global Note or, as the case may be, permanent Global Note (each a "**Global Note**") which is not intended to be issued in new global note ("**NGN**") form, as specified in the relevant Final Terms will be deposited on behalf of the subscribers of the relevant Notes (a) with a common depositary (the "**Common Depositary**") for Euroclear and for Clearstream, Luxembourg, or (b) with a depositary for any other Relevant Clearing System, or (c) as otherwise agreed, on or about the Issue Date of the relevant Notes (as specified in the applicable Final Terms). Only in the case of Notes issued by BP2F, each Global Note which is intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Notes with a common safekeeper for Euroclear and Clearstream, Luxembourg. Bearer Notes issued by BNPPF will not be issued in NGN form. Where the Global Notes issued in respect of any Tranche are in NGN form, the applicable Final Terms will also indicate whether or not such Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any bearer Notes issued by BNPPF which are deposited with the National Bank of Belgium or any successor thereto (the "**NBB**") as operator of the X/N System or its custodian, are intended to be held in a manner which would allow Eurosystem eligibility. Notes issued by BNPPF in dematerialised form will be represented by a book-entry in the records of the X/N System (as defined in the Conditions) and are also intended to be held in a manner which would allow Eurosystem eligibility. Note that the designation that any Notes issued are intended to be held in a manner which would allow Eurosystem eligibility does not necessarily mean that the Notes would be recognised as eligible collateral for monetary policy of the central banking system for the euro ("**Eurosystem**") and intra day credit operations by the Eurosystem either upon issue or at any times during their life. Such recognition will depend on the European Central Bank ("**ECB**") being satisfied that the eligibility criteria for use as collateral in Eurosystem monetary operations ("**Eurosystem eligibility**") criteria have been met. The common safekeeper for NGNs will be either Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

No interest will be payable in respect of a temporary Global Note except as provided below. Upon deposit of the temporary Global Note(s) with the Common Depositary, in the case of a CGN, or a common safekeeper, in the case of a NGN for Euroclear and Clearstream, Luxembourg or with a depositary for any other Relevant Clearing System, Euroclear or Clearstream, Luxembourg or such other Relevant Clearing System will credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid.

For so long as any of the Notes is represented by one or more Global Note(s) and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg and/or any other Relevant Clearing System, each person (other than a Relevant Clearing System which is an accountholder of any other Relevant Clearing System) who is for the time being shown in the records of such Relevant Clearing System as the holder of a particular principal amount of Notes (each a "**holder**") (in which regard, any certificate or other document issued by a relevant clearing system as to the principal amount of such Notes standing to the account of any person shall, save in the case of manifest error, be conclusive and binding for all purposes) shall be treated as the holder of that principal amount for all purposes (including but not limited to for the purposes of any quorum requirements of, or the right to demand a poll or meetings of Noteholders and giving notice to the Issuer pursuant to Condition 9 and Condition 5.6) other than with respect to the payment of principal and interest and any other amounts due in respect of the Notes, the right to which shall be vested, as against the Issuer, solely in the bearer of the relevant Global Note in accordance with and subject to its terms. The Conditions of the relevant Notes shall be construed accordingly. Each holder must look solely to the Relevant Clearing System

for its share of each payment made to the bearer of the relevant Global Note, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg and such other Relevant Clearing System. Such persons shall have no claim directly against the relevant Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note and the obligations of such Issuer will be discharged by payment to the bearer of such Global Note in respect of each amount so paid.

The temporary Global Notes and the permanent Global Notes contain provisions which apply to the Notes while they are in global form, some of which modify the effect of the other Conditions of the Notes set out in this Base Prospectus. The following is a summary of certain of those provisions:

(a) *Exchange*: Each temporary Global Note will be exchangeable in whole or in part (i) for interests in a permanent Global Note upon (A) in the case of a CGN, presentation and (in the case of final exchange) surrender of such temporary Global Note at the specified office of the Fiscal Agent, and (B) in the case of a NGN, confirmation from the common service provider that Euroclear and Clearstream, Luxembourg have made appropriate entries in their records to reflect the relevant exchange and, in the case of final exchange of a NGN, surrender of the temporary Global Note at the specified office of the Fiscal Agent or destruction of the temporary Global Note by the common safekeeper in accordance with the Agency Agreement, or (ii) for Notes in Definitive form, in each case, with the Guarantee of the Guarantor appended to or, in the case of definitive Notes, endorsed thereon, on or after the first day following the expiry of 40 days after completion of the distribution of the relevant Tranche upon certification as to non-U.S. beneficial ownership, **provided that** Bearer Notes which are in definitive form ("**Definitive Bearer Notes**") may not be physically delivered in Belgium.

If the relevant Final Terms so provides, each permanent Global Note is exchangeable in whole or, in the case of Partly-paid Notes only, in part for Definitive Notes by the holder giving notice to the Fiscal Agent, or by the relevant Issuer giving notice to the Fiscal Agent and the Noteholders, of its intention to exchange such permanent Global Note for Definitive Notes as set out below, **provided that** Definitive Bearer Notes may not be physically delivered in Belgium.

(A) If so specified in the relevant Final Terms (i) upon not less than 60 days' prior notice being given to the Fiscal Agent by Euroclear or Clearstream, Luxembourg or any other Relevant Clearing System acting on the instructions of any holder of an interest in the relevant permanent Global Note expiring on a day on which banks are open for business in the city of the Fiscal Agent's specified office for the time being and on which Euroclear, Clearstream, Luxembourg and any other Relevant Clearing System are open for business and, in the case of Partly-paid Notes, upon satisfaction of the conditions applicable to them, or (ii) at any time at the request of the relevant Issuer or (B) if the relevant Final Terms specifies "in the limited circumstances described in the permanent Global Note", then upon the request of a holder of the permanent Global Note if either of the following events occurs: (a) if Euroclear or Clearstream, Luxembourg or any other Relevant Clearing System is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 9 occurs, the bearer of such permanent Global Note, acting on the instructions of one or more holders, may give notice to the Issuer and the Fiscal Agent requesting exchange of, or the Issuer may give notice to the Fiscal Agent of its intention to exchange, at the expense of the Issuer (or as otherwise specified in the applicable Final Terms), this Permanent Global Note in whole or, in the case of Party-Paid Notes only, in part for one or more Definitive Notes (if appropriate having attached to them all Coupons and Receipts in respect of interest or Instalment Amount which have not already been paid on the permanent Global Notes and a Talon and, where applicable, with the Guarantee of the Guarantor endorsed thereon) which are Bearer Notes and/or Registered Notes (if the relevant permanent Global Note is an Exchangeable Bearer Note issued by BNP Paribas Fortis Funding) of the same aggregate principal amount as the principal amount of Notes represented by the relevant permanent Global Note submitted for exchange. Any physical delivery of Definitive Notes which are Bearer Notes will be made outside Belgium. On exchange of a permanent Global Note, the Issuer will procure that it is cancelled and returned to the bearer together with the relevant Definitive Notes

(b) *Payments*: No payment falling due more than 40 days after the completion of the distribution of any Tranche represented by a temporary Global Note will be made on that temporary Global Note unless, upon the certification, exchange for an interest in a permanent Global Note or Definitive Notes, as the case may be, is improperly withheld or refused. Payments on any temporary Global Note during the period up to 40 days after the completion of the distribution of such Tranche will only be made against certification as to non-U.S. beneficial ownership. All payments in respect of Notes represented by a Global Note will be made against presentation and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent specified in the relevant Final Terms Noteholders for such purpose. A record of each payment so made will be endorsed in the appropriate schedule to the relevant Global Note in the case of a CGN or entered *pro rata* in the records of Euroclear and Clearstream, Luxembourg in the case of an NGN, which endorsement or records as the case may be, will be *prima facie* evidence that such payment has been made in respect of the Notes.

(c) *Notices*: So long as Notes of any Series are represented by a Global Note notices may be given by delivery of the relevant notice to Euroclear or Clearstream, Luxembourg or any other Relevant Clearing System for communication by them to entitled holders in substitution for publication in a newspaper as provided in Condition 13.3, **provided that** for so long as the Notes of the Series in respect of which the notice is to be published are admitted to listing on the official list and to trading on the Luxembourg Stock Exchange and/or admitted to listing, trading and/or quotation by any other competent authority, stock exchange and/or quotation system, any such notice will also be published in the *Luxemburger Wort* or the website of the Luxembourg Stock Exchange (www.bourse.lu) (in the case of Notes listed on the official list and admitted to trading on the Luxembourg Stock Exchange) and/or in such other manner as may be required by the rules and regulations of such other competent authority, stock exchange and/or quotation system on which the Notes are admitted to listing, trading and/or quotation. Any such notice shall be deemed delivered on the day specified in the applicable Final Terms.

(d) *Prescription*: Claims against the relevant Issuer in respect of principal and interest (as each is defined in the Conditions) in respect of Notes while the Notes of that Series are represented by a Global Note will be prescribed and become void after 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 7).

(e) *Purchase and Cancellation*: Notes may only be purchased by the relevant Issuer or, where applicable, the Guarantor or any of their respective subsidiaries, if they are purchased together with the right to receive all further payments of interest and any Instalment Amounts thereon. Cancellation of any Note surrendered for cancellation by the relevant Issuer following its purchase will be effected by reduction in the principal amount of the relevant permanent Global Note.

(f) *Issuer's Option*: No selection of Notes by drawing lots will be required under Condition 5.5 in the event that the relevant Issuer exercises any option relating to the Notes while all such Notes which are outstanding are represented by a permanent Global Note. In the event that any option of the relevant Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with Euroclear and Clearstream, Luxembourg and/or any other Relevant Clearing System in respect of the Notes will be governed by the standard procedures of Euroclear and Clearstream, Luxembourg (any redemption of the Notes in part at the opinion of the relevant Issuer to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion) or such other Relevant Clearing System, as the case may be.

(g) *Noteholders' Option*: Any Noteholders' option may be exercised by any holder giving notice within the time limits specified in the Terms and Conditions to the Fiscal Agent of such exercise in accordance with the standard procedures of Euroclear and/or Clearstream, Luxembourg and/or any other Relevant Clearing System (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or such other Relevant Clearing System (or any common depositary or common safekeeper or depositary, as the case may be, for them) to the Fiscal Agent by electronic

means) in a form acceptable to Euroclear and/or Clearstream, Luxembourg and/or such other Relevant Clearing System from time to time. Any such notice shall be irrevocable except where, prior to the due date for redemption, an Event of Default has occurred and is continuing or the relevant Notes otherwise become capable of being declared immediately due and payable in accordance with Condition 9, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given as specified above and instead to declare the relevant Notes immediately repayable pursuant to Condition 9.

(h) *Default*: As more fully described in the Global Notes, on the day notice is served by any holder upon the occurrence of an event of default, the bearer will have no further rights under the Global Note in respect of such principal amount. In such circumstances the holders shall acquire, under a deed of covenant dated on or about 6 June 2018 executed by the Issuers and the Guarantor (the "**Deed of Covenant**") against the relevant Issuer and (in the case of Notes issued by BP2F) the Guarantor, all rights which the relevant holder in question would have had if, immediately before the bearer ceased to have rights under the Global Note (or part thereof), it had been holder of Definitive Notes issued on the issue date of the Global Note in an aggregate principal amount equal to the principal amount of the Notes in respect of which such holder is shown in the records of Euroclear or Clearstream, Luxembourg or any other Relevant Clearing System.

(i) *Partly-paid Notes (applicable to Exempt Notes only)*: The provisions relating to Partly-paid Notes will be contained in the relevant Final Terms. For so long as any instalments of the subscription moneys due from the holder of Partly-paid Notes are due, no interest in a Global Note representing such Notes may be exchanged for an interest in a permanent Global Note or for Definitive Notes (as the case may be).

Notes issued by BNPPF and clearing through the X/N System (other than Dematerialised Notes)

If so provided in the relevant Final Terms, each Series or Tranche, as the case may be, issued by BNPPF, where the Notes issued in such Series or Tranche are initially in bearer form, will be represented by a permanent Global Note, in bearer form without Coupons, which will be deposited with the NBB as operator of the X/N System or its custodian on or about the issue date of the relevant Notes. BNPPF has entered into a clearing agreement in respect of Bearer Notes cleared through the X/N System (the "**Bearer Notes Clearing Agreement**") on or about 9 June 2017 with the NBB and the Domiciliary Agent. Upon receipt of the permanent Global Note the NBB will credit the accounts of its participants, which include Euroclear's and Clearstream, Luxembourg's account, being an Exempt Account, in the X/N System with an aggregate amount equivalent to the principal amount of the permanent Global Note. Euroclear and Clearstream, Luxembourg will then credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid. Notes issued by BNPPF and deposited with the NBB and are intended to be held in a manner which would allow Eurosystem eligibility. Note that the designation that any Notes issued are intended to be held in a manner which would allow Eurosystem eligibility does not necessarily mean that the Notes would be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any times during their life. Such recognition will depend on the ECB being satisfied that Eurosystem eligibility criteria have been met.

Ownership of beneficial interests in the permanent Global Note will be limited to persons who maintain accounts with the X/N System, Euroclear and Clearstream, Luxembourg or persons who hold interests through such persons and which are Eligible Investors holding the Notes in an exempt Notes account. Certain types of Belgian investors (being those that are not eligible for holding "X-accounts"), however, may not hold their Notes through Euroclear or Clearstream, Luxembourg (save if they do so through another intermediary financial institution which is also a participant in the X/N System and which will be responsible for the withholding of tax). Please refer to the section entitled "*Taxation — Belgium*" above. Ownership of beneficial interests in the permanent Global Note will be shown on, and the transfer of such interests will be effected only through, records maintained by the X/N System, Euroclear and Clearstream, Luxembourg and in accordance with the applicable procedures of the X/N System, Euroclear and Clearstream, Luxembourg.

SUMMARY OF PROVISIONS RELATING TO GLOBAL NOTES AND CERTAIN PROVISIONS WITH RESPECT TO DEMATERIALISED NOTES

Each of the persons shown in the records of the X/N System, Euroclear and/or Clearstream, Luxembourg and/or any other Relevant Clearing System as being entitled to an interest in the permanent Global Note (each an "**Accountholder**") must look solely to the X/N System, Euroclear and/or Clearstream, Luxembourg and/or such other Relevant Clearing System (as the case may be) for such Accountholder's share of each payment made by BNPPF to the bearer of such permanent Global Note and in relation to all other rights arising under the permanent Global Note. For so long as the Notes are represented by the permanent Global Note, Accountholders shall have no claim directly against BNPPF in respect of payments due under the Notes and such obligations of BNPPF will be discharged by payment to the bearer of the permanent Global Note.

The permanent Global Note contains provisions which apply to the Notes while in global form, some of which modify the effect of the Conditions of the Notes set out in this document. The following is a summary of certain of those provisions:

(a) *Exchange for Definitive Notes*: If the relevant Final Terms so provide, each permanent Global Note is exchangeable in whole or, in the case of Partly-paid Notes only, in part for Definitive Notes by the holder giving notice to the Domiciliary Agent, or by the Issuer giving notice to the Domiciliary Agent and the Noteholders, of its intention to exchange such permanent Global Note for Definitive Notes as set out below:

(a) If so specified in the relevant Final Terms (i) on or after any Exchange Date (as defined below) or (ii) at any time or (b) if the relevant Final Terms specifies "in the limited circumstances described in the Permanent Global Note", then upon the request of the holder of the permanent Global Note if either of the following events occurs: (i) if the X/N System, Euroclear or Clearstream, Luxembourg or any other Relevant Clearing System is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (ii) any of the circumstances described in Condition 9 occurs, the holder of a permanent Global Note may surrender such permanent Global Note to or to the order of the Domiciliary Agent. In exchange for any permanent Global Note BNPPF will deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated Definitive Notes (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts which have not already been paid on the permanent Global Note and a Talon), security printed in accordance with any applicable legal and competent authority, stock exchange or quotation system requirements and in or substantially in the form set out in Schedule 2 to the Agency Agreement. On exchange of each permanent Global Note, BNPPF will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

"**Exchange Date**" means a day falling not less than 60 days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Domiciliary Agent is located and on which the X/N System, Euroclear and Clearstream, Luxembourg and any other Relevant Clearing System are open for business.

If the Issuer is prevented as a result of any legal requirements from delivering, and procuring the delivery of, Definitive Notes in exchange for temporary or permanent Global Notes as contemplated herein the Issuer will use its best efforts to put in place an alternative arrangement which provides investors with the same economic results whilst complying with such legal requirements. Any physical delivery of Definitive Notes will take place outside Belgium.

(b) *Payments*: Payments in respect of the permanent Global Note will be made by or on behalf of the Issuer to the NBB for distribution to accountholders with the X/N System (in the case of payments in euro) or to Euroclear, Clearstream, Luxembourg and the Domiciliary Agent for distribution to the respective accountholders (in the case of payments in currencies other than euro).

(c) *Payment business day*: Subject as provided in the Conditions and the relevant Final Terms, while all the Notes are represented by the permanent Global Note and the permanent Global Note is deposited with the NBB or its custodian and cleared through the X/N System, all payments in respect of the

permanent Global Note will be made on a day on which the X/N System is open. If payment is due on a day on which the X/N System is not open, the holder shall not be entitled to payment of the amount due until the next succeeding date on which the X/N System is open and shall not be entitled to any further interest or other payment in respect of any such delay.

(d) *Meetings*: The rights of accountholders with the X/N System, Euroclear, Clearstream, Luxembourg and/or any other Relevant Clearing System (together, the "**Clearing Systems**") in respect of meetings of Noteholders in relation to the Notes represented by the permanent Global Note will be governed by the standard procedures of such Relevant Clearing Systems and Belgian law. To the extent that the NBB does not attend and vote on behalf of Accountholders as instructed in accordance with the standard procedures of the Relevant Clearing Systems, Accountholders shall be entitled to attend and vote in such meetings in accordance with Belgian law and the Issuer shall recognise their entitlement accordingly. By accepting to hold the permanent Global Note, the NBB irrevocably authorises the Accountholders to act on its behalf in such circumstances.

(e) *Issuer's Option*: In the event that any option of BNPPF is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with the X/N System, Euroclear and Clearstream, Luxembourg in respect of the Notes will be governed by the standard procedures of the NBB, as the operator of the X/N System, the Euroclear and Clearstream, Luxembourg or, in the absence of such procedures, accountholders shall have the same rights as though they held Definitive Notes in an aggregate principal amount equal to the principal amount of such accountholders' entry in its securities account with the Relevant Clearing System in respect of the Notes represented by the permanent Global Note.

(f) *Noteholders' Option*: Any option of the Noteholders provided for in the Terms and Conditions may be exercised by accountholders directly as though they held Definitive Notes in an aggregate principal amount equal to the principal amount of such Accountholders' entry in its securities account with the Relevant Clearing System in respect of the Notes represented by the permanent Global Note.

(g) *Default*: As more fully described in the permanent Global Notes, on the seventh day after notice is served by the person or persons shown in the records of the X/N System, Euroclear or Clearstream, Luxembourg or any other Relevant Clearing System as the holder or holders of the Notes in respect of which notice is served (the "**Relevant Accountholder**") upon the occurrence of an event of default, the bearer will have no further rights under the Global Note in whole or part. In such circumstances the Relevant Accountholder(s) shall acquire, under the Deed of Covenant against BNPPF all rights which the Relevant Accountholder in question would have had if immediately before the bearer ceased to have rights under the Global Note (or part thereof), it had been holder of Definitive Notes issued on the issue date of the permanent Global Note in an aggregate principal amount equal to the principal amount of the Notes in respect of which such Relevant Accountholder is shown in the records of the X/N System, Euroclear or Clearstream, Luxembourg or any other Relevant Clearing System.

(h) *Partly-paid Notes*: In relation to Exempt Notes only, the provisions relating to Partly-paid Notes will be contained in the relevant Final Terms. For so long as any instalments of the subscription moneys due from the holder of Partly-paid Notes are due, no interest in a permanent Global Note representing such Notes may be exchanged for Definitive Notes.

Dematerialised Notes issued by BNPPF and clearing through the X/N System

If so provided in the relevant Final Terms, each Series or Tranche, as the case may be, issued by BNPPF, may be represented by Dematerialised Notes which will admitted to the X/N System on the issue date of the relevant Notes. Upon the issue of the Dematerialised Notes the NBB will credit the accounts of its participants, which include Euroclear's and Clearstream, Luxembourg's account, being an Exempt Account, in the X/N System with an aggregate amount equivalent to the principal amount of the Dematerialised Notes to be issued. Euroclear and Clearstream, Luxembourg will then credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid. Notes issued by BNPPF in

dematerialised form will be represented by a book-entry in the records of the X/N System and are intended to be held in a manner which would allow Eurosystem eligibility. Note that the designation that any Notes issued are intended to be held in a manner which would allow Eurosystem eligibility does not necessarily mean that the Notes would be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any times during their life. Such recognition will depend on the ECB being satisfied that Eurosystem eligibility criteria have been met.

However, certain types of Belgian investors (being those that are not eligible for holding "X-accounts") may not hold their Notes through Euroclear or Clearstream, Luxembourg (save if they do so through another intermediary financial institution which is also a participant in the X/N System and which will be responsible for the withholding of tax). Please refer to the section entitled "Taxation — *Belgium*" above. Interests in the Dematerialised Notes will only be represented by book entries in the X/N System and the transfer of such interests will be effected only through, records maintained by the X/N System, Euroclear and Clearstream, Luxembourg and in accordance with the applicable procedures of the X/N System, Euroclear and Clearstream, Luxembourg.

Each Accountholder must look solely to the X/N System, Euroclear and/or Clearstream, Luxembourg and/or such other Relevant Clearing System (as the case may be) for such Accountholder's share of each payment made by BNPPF to the holder of the Dematerialised Notes and in relation to all other rights arising under the Dematerialised Notes.

(a) *Payments*: Payments in respect of the Dematerialised Notes will be made by or on behalf of the Issuer through the Domiciliary Agent and the X/N System in accordance with the NBB Clearing System Regulations and the relevant Clearing System. The payment obligations of BNPPF will be discharged by payment to the NBB in respect of each amount so paid.

(b) *Payment business day*: All payments in respect of the Dematerialised Notes will be made on a day on which, inter alia, the X/N System is open, as further described in the Terms and Conditions. If payment is due on a day on which the X/N System is not open, the holder shall not be entitled to payment of the amount due until the next following business day nor to any interest or other sum in respect of such postponed payment.

(c) *Meetings*: The rights of accountholders with the X/N System in respect of meetings of Noteholders in relation to the Dematerialised Notes will be governed by the standard procedures of the X/N System and Belgian law. To the extent that the NBB does not attend and vote on behalf of Accountholders as instructed in accordance with the standard procedures of the Relevant Clearing Systems, Accountholders shall be entitled to attend and vote in such meetings in accordance with Belgian law and the Issuer shall recognise their entitlement accordingly. By accepting to hold the permanent Global Note, the NBB irrevocably authorises the Accountholders to act on its behalf in such circumstances.

DESCRIPTION OF THE GUARANTEE

This section sets out the different forms of guarantee that will be appended to the Global Note or endorsed on the definitive Note relating to the relevant issue of Notes. Any such guarantee may be Senior, Senior Subordinated, Junior Subordinated or Subordinated Tier 2 as specified in the applicable Final Terms.

DESCRIPTION OF THE GUARANTEE

The following section applies to both Exempt Notes and Non-exempt Notes.

1. Nature of the Guarantee

BNP Paribas Fortis SA/NV (the "**Guarantor**" or "**BNPPF**") will, by the guarantee endorsed on the Notes (in the case of Bearer Notes) or contained in the Deed of Covenant (in the case of Registered Notes) (the "**Guarantee**"), guarantee the due and punctual payment of all amounts due by BNP Paribas Fortis Funding (the "**Issuer**") under the Notes and coupons relating to them, when and as the same shall become due and payable, whether by declaration or acceleration or otherwise.

The Guarantee can be Senior, Senior Subordinated, Junior Subordinated or Subordinated Tier 2, as described under Condition 3 as set out in the section entitled "*Terms and Conditions of the Notes*".

2. Scope of the Guarantee

The scope of the relevant guarantee is defined under Condition 3 of the section entitled "*Terms and Conditions of the Notes*" and in the Deed of Guarantee.

3. Forms of Guarantee

In the case of Notes issued by BP2F and guaranteed by the Guarantor, the following forms of guarantees (as appropriate) will be appended to the relevant Global Note or, in the case of Definitive Notes, endorsed thereon.

Form of Senior Guarantee and Senior Subordinated Guarantee

The following section applies to both Exempt Notes and Non-exempt Notes.

*BNP PARIBAS FORTIS SA/NV, société anonyme/naamloze vennootschap, having its registered office at Montagne du Parc 3, B 1000, Brussels, Enterprise No. 0403.199.702, register of legal entities of Brussels (the "**Guarantor**") unconditionally and irrevocably guarantees to the holder of [each Senior Note issued by BP2F (as defined below) pursuant to the agency agreement referred to below and, where relevant, the Coupons and/or Receipts appertaining thereto (and, accordingly, each reference to "this Note" and "hereto" shall be construed as a reference to the relevant Note so issued)]*1 *[this Note]*2 *(and, where relevant, the Coupons and/or Receipts appertaining hereto) the due and punctual payment, in accordance with the Terms and Conditions of the Notes (terms defined in the Terms and Conditions shall, insofar as the context so admits, have the same meaning when used herein and any reference herein to the "Terms and Conditions" is to the Terms and Conditions of the Notes referred to in Schedule 2 of an amended and restated agency agreement dated on or about 6 June 2018 between BNP Paribas Fortis Funding and BNP Paribas Fortis SA/NV (the "**Issuers**"), the Guarantor and BNP Paribas Securities Services, Luxembourg Branch as supplemented, amended and/or replaced by the Final Terms or drawdown prospectus attached to this Note), of the principal of, interest (if any) on, and any other amounts payable under, this Note upon the following terms:*

(a) *In the event of any failure by BNP PARIBAS FORTIS FUNDING ("**BP2F**") to pay punctually any such principal, interest (if any) or other amount, the Guarantor agrees to cause each and every such payment to be made as if the Guarantor instead of BP2F were expressed to be the primary obligor of this Note or, as the case may be, of any Coupons and/or Receipts appertaining hereto to the intent that the holder shall receive the same amounts in respect of principal, interest (if any) or such other amount as would have been receivable had such payments been made by BP2F.*

(b) *The Guarantor agrees that its obligations under this Guarantee shall be [[unconditional and][1]] irrevocable, irrespective of the validity, regularity or enforceability of any Note or any Coupon and/or Receipt, the absence of any action to enforce the same, the recovery of any judgment against BP2F or any action to enforce the same or any other circumstance which might otherwise constitute a discharge or defence of a guarantor [and, in general, waives the benefit of Article 2037 of the Belgian Civil Code to the extent applicable][2].*

(c) *The Guarantor confirms with respect to each Note (and Coupon and/or Receipt, if any) and the indebtedness evidenced thereby, that it does not have and will not assert as a defence to any claim hereunder any right to require any proceeding first against BP2F nor will it assert as a defence to any claim hereunder any lack of diligence, presentment to BP2F or the Paying Agents, any demand for payment from BP2F or the Paying Agents, any filing of claims with any court in the event of merger, insolvency or bankruptcy of BP2F, any protest, notice or any other demand whatsoever (other than a demand for payment of this Guarantee) and the Guarantor covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in each Note (and Coupon and/or Receipt if any) and in this Guarantee.*

(d) *[This Guarantee constitutes a direct, unconditional, irrevocable, unsubordinated and (subject to the provisions below) unsecured obligation of the Guarantor and ranks pari passu (subject to mandatorily preferred debts under applicable laws) equally and rateably with all other present and future outstanding unsecured and unsubordinated obligations of the Guarantor.][3]*

(e) *[This Guarantee constitutes a direct, irrevocable, subordinated and unsecured obligation of the Guarantor.*

[1] Delete if the Guarantee is a Senior Subordinated Guarantee.
[2] Delete if the Guarantee is a Senior Guarantee.
[3] Delete if the Guarantee is a Senior Subordinated Guarantee.

The rights and claims of the holder of this Note (and, where relevant, the Coupons and/or Receipts appertaining thereto) under or pursuant to this Guarantee shall in the event of a concours de tous les créanciers sur l'ensemble de patrimoine/samenloop van alle schuldeisers op het geheel van het vermogen (competition between all creditors over all assets) (including faillite/faillissement (bankruptcy) and liquidation volontaire ou forcée/vrijwillige of gedwongen vereffening (voluntary or compulsory liquidation)) of the Guarantor or any other event under Belgian law having equivalent or similar effect, be irrevocably subordinated in right of payment to the claims of the depositors and the Senior Creditors and by the holding of this Note, the holder hereof hereby irrevocably waives its right to equal treatment with such depositors and Senior Creditors.

Accordingly, in any such event, the liabilities of the Guarantor under or pursuant to this Guarantee shall not be required to be satisfied until satisfaction of all indebtedness of the Guarantor to the depositors and the Senior Creditors or the amount necessary for that purpose shall have been deposited in consignment.

For the avoidance of doubt, the rights and claims of the holder of this Note (and, where relevant, the Coupons and/or Receipts appertaining hereto) under or pursuant to this Guarantee shall rank at least pari passu and shall not be subordinated to other claims against the Guarantor which are subordinated (or expressed by their terms to be subordinated) in right of payment.

*For the purpose of this paragraph (e), "**Senior Creditors**" means creditors (whether secured or unsecured) of the Guarantor, the claims of which against the Guarantor are not subordinated in right of payment within the meaning set forth in this paragraph (e) regardless of whether such claims existed at the date hereof or arose subsequent hereto and regardless of whether such claims pertain to indebtedness with fixed or undetermined maturity date.]*[4]

(f) *The Guarantor agrees that it shall comply with and be bound by those provisions contained in the Terms and Conditions of the Notes which relate to it.*

(g) *[[(i)* *This Guarantee and all non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.*

(ii) *Subject as provided in paragraph (g)(iv) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Guarantee, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (a "**Dispute**") and accordingly, each of the Guarantor and any Noteholders, Couponholders or Receiptholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.*

(iii) *For the purposes of this paragraph (g), the Guarantor waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.*

(iv) *To the extent allowed by law, the Noteholders, the Receiptholders and the Couponholders may, in respect of any Dispute or Disputes, take (A) proceedings in any other court with jurisdiction; and (B) concurrent proceedings in any number of jurisdictions.*

(v) *The Guarantor irrevocably appoints BNP Paribas, London Branch at 10 Harewood Avenue, London, NW1 6AA, United Kingdom as its agent for service of process in any proceedings before the English courts in relation to any Dispute. If such process agent is unable or unwilling for any reason so to act, the Guarantor irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance*

[4] Delete if the Guarantee is a Senior Guarantee.

with Condition 13 of the Terms and Conditions. The Guarantor agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. Nothing shall affect the right to serve process in any other manner permitted by law.][5]]

(h) *The Guarantor shall be subrogated in all rights of the holder of this Note (and, where relevant, the Coupons and/or Receipts appertaining hereto) against BP2F in respect of any amounts paid or other performance by the Guarantor pursuant hereto;* ***provided that*** *the Guarantor shall not be entitled to enforce or to receive any payments arising out of, or based upon, such right of subrogation unless and until this Note or, as the case may be, the Coupons and/or Receipts appertaining hereto shall have been paid in full.*

(i) *(i)* *[This Guarantee and all non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, the laws of Belgium.*

(ii) *Subject as provided in paragraph (i)(iv) below the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Guarantee, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (a "***Dispute***") and accordingly, each of the Guarantor and any Noteholders, Couponholders or Receiptholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.*

(iii) *For the purposes of this paragraph (i), the Guarantor waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.*

(iv) *To the extent allowed by law, the Noteholders, the Receiptholders and the Couponholders may, in respect of any Dispute or Disputes, take (A) proceedings in any other court with jurisdiction; and (B) concurrent proceedings in any number of jurisdictions.*

(v) *The Guarantor irrevocably appoints BNP Paribas, London Branch at 10 Harewood Avenue, London, NW1 6AA, United Kingdom as its agent for service of process in any proceedings before the English courts in relation to any Dispute. If such process agent is unable or unwilling for any reason so to act, the Guarantor irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 13 of the Terms and Conditions. The Guarantor agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. Nothing shall affect the right to serve process in any manner permitted by law.][6]*

In witness whereof the Guarantor has caused this Guarantee to be duly executed.

Dated as of [[•] 2018][7] [the Issue Date][8]

[EXECUTED as a deed poll by][9]

BNP PARIBAS FORTIS SA/NV

[acting][10]

By: _____

[5] Delete if the Guarantee is a Senior Subordinated Guarantee
[6] Delete if the Guarantee is a Senior Guarantee
[7] Delete if the Guarantee is a Senior Subordinated Guarantee
[8] Delete if the Guarantee is a Senior Guarantee
[9] Delete if the Guarantee is a Senior Subordinated Guarantee
[10] Delete if the Guarantee is a Senior Subordinated Guarantee

[Name]

[Title]

(duly authorised)

Form of Junior Subordinated Guarantee

The following section applies to both Exempt Notes and Non-exempt Notes.

*BNP PARIBAS FORTIS SA/NV, société anonyme/naamloze vennootschap, having its registered office at Montagne du Parc 3, B 1000, Brussels, Enterprise No. 0403.199.702, register of legal entities of Brussels (the "**Guarantor**") as primary obligor guarantees to the holder of this Note (and, where relevant, the Coupons and/or Receipts appertaining hereto) as a continuing guarantee the due and punctual payment, in accordance with the Terms and Conditions of the Notes (terms defined in the Terms and Conditions shall, insofar as the context so admits, have the same meaning when used herein and any reference herein to the "Terms and Conditions" is to the Terms and Conditions of the Notes referred to in Schedule 2 of an amended and restated agency agreement dated on or about 6 June 2018 between BNP Paribas Fortis Funding and BNP Paribas Fortis SA/NV, the Guarantor and BNP Paribas Securities Services, Luxembourg Branch as supplemented, amended and/or replaced by the Final Terms or drawdown prospectus attached to this Note) of all amounts payable by BNP PARIBAS FORTIS FUNDING ("**BP2F**") on or in respect of the Notes and/or Coupons and/or Receipts upon the following terms:*

(a) If and each time that BP2F shall fail to make any payments as and when the same become due, the Guarantor will, subject as provided below, on demand (without requiring the Noteholder and/or Couponholder and/or Receiptholder first to take steps against BP2F or any other person) pay to the Noteholder and/or Couponholder and/or Receiptholder the amounts so payable by BP2F. In this connection the Guarantor waives its rights under Articles 2021 and 2037 of the Belgian Civil Code.

(b) The obligations of the Guarantor under this Guarantee shall not be affected by any matter or thing which but for this provision might operate to affect the obligations including, without limitation, (i) any time or indulgence granted to or composition with BP2F or any other person, (ii) the taking, variation, renewal or release of remedies or securities against BP2F or any other person, or (iii) any unenforceability or invalidity.

(c) Where any discharge (whether in respect of the obligations of BP2F or any security for the obligations of BP2F or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy, liquidation or otherwise without limitation, the liability of the Guarantor under this Guarantee shall continue as if there had been no discharge or arrangement. The holder of any Note and/or Coupon and/or Receipt acting bona fide and in good faith, shall be entitled to concede or compromise any claim that any payment, security or other disposition is liable to avoidance or repayment.

*(d) This Guarantee constitutes a direct, unsecured and subordinated obligation of the Guarantor, conditional as described below, and will rank (i) pari passu without any preference among the other obligations of the Guarantor, including the Guarantees of the Notes, which are or are expressed to be subordinated to the unsecured subordinated obligations of the Guarantor but not further or otherwise ("**Junior Subordinated Obligations**"), (ii) junior to all present and future unsecured obligations of the Guarantor which are or are expressed to be subordinated to the unsecured, unsubordinated obligations of the Guarantor but not further or otherwise ("**Senior Subordinated Obligations**"), (iii) at least equally and rateably with all other present and future obligations of the Guarantor which rank or are expressed to rank junior to the Senior Subordinated Obligations, and (iv) in priority to the rights and claims of holders of all classes of equity (including holders of preference shares (if any)) issued by the Guarantor, subject to mandatory provisions of Belgian law.*

*Claims in respect of this Guarantee are subordinated to the claims of Senior and Subordinated Creditors and except in the event of a concours de tous les créanciers sur l'ensemble de patrimoine/samenloop van alle schuldeisers op het geheel van het vermogen (competition between all creditors over all assets) (including faillite/faillissement (bankruptcy) or liquidation volontaire ou forcée/vrijwillige of gedwongen vereffening (voluntary or compulsory liquidation)) of the Guarantor or any other event under Belgian Law having equivalent or similar effect (each a "**Winding-Up**"),*

payments in respect of this Guarantee are conditional upon the Guarantor being solvent at the time of payment by the Guarantor and no amount shall be due and payable in respect of this Guarantee except to the extent that the Guarantor could make such payment in whole or in part, rateably with payments in respect of Other Pari Passu Claims and still be solvent immediately thereafter.

For the purposes of this Guarantee, the Guarantor shall be solvent if (a) it is able to pay its debts as they fall due and (b) its Assets exceed its Liabilities (other than its Liabilities to persons who are not Senior and Subordinated Creditors). A report as to the solvency of the Guarantor by two directors of the Guarantor or by the auditors of the Guarantor or (if the Guarantor is in winding-up, liquidation or bankruptcy) the liquidator of the Guarantor, shall in the absence of proven error, be treated and accepted by BP2F, the Guarantor, the Noteholders, the Couponholders and the Receiptholders (if any) as correct and sufficient evidence thereof.

*For the purpose of this Guarantee, "**Senior and Subordinated Creditors**" means, in relation to the Guarantor, all creditors of the Guarantor other than creditors whose claims are in respect of: (a) any class of equity (including preference shares), subject to mandatory provisions of Belgian law, or (b) unsecured, subordinated obligations which are or are expressed to be subordinated to the Senior Subordinated Obligations of the Guarantor or (c) any other obligations which rank or are expressed to rank either pari passu with or junior to the claims of the Noteholders, Couponholders and Receiptholders (if any) under this Guarantee; "**Assets**" means the total assets of the Guarantor and "**Liabilities**" means the total liabilities of the Guarantor, each as shown by the latest published audited balance sheet of the Guarantor but adjusted for contingencies and for subsequent events, all valued in such manner as such directors, auditors or liquidator (as the case may be) may determine; and "**Other Pari Passu Claims**" means claims of creditors of the Guarantor which are subordinated so as to rank or are expressed to rank pari passu with the claims of the Noteholders, Couponholders and Receiptholders (if any) under this Guarantee.*

*(e) In the event of an order being made or an effective resolution being passed for the winding-up, liquidation or bankruptcy of BP2F, then immediately thereupon and without further formality the Guarantor shall become the principal debtor under the Notes in place of BP2F and this Guarantee shall cease to be of any effect and the Noteholders, Couponholders and Receiptholders (if any) shall cease to have any rights or claims whatsoever against BP2F, **provided that**:*

(i) the obligations of the Guarantor as principal debtor as aforesaid shall be subordinated to the same extent as its obligations under this Guarantee; and

(ii) no Noteholder, Couponholder or Receiptholder (if any) shall, as a result of any change in principal debtor as aforesaid, be entitled to claim from BP2F or the Guarantor any indemnification or payment in respect of any tax consequence of such change to individual Noteholders, Couponholders and Receiptholders (if any) except to the extent provided for by Condition 7.

(f) Until all amounts which may be or become payable under this Guarantee have been irrevocably paid in full, the Guarantor shall not by virtue of this Guarantee be subrogated to any rights of any Noteholder, Couponholder or Receiptholder (if any) or claim in competition with any Noteholder, Couponholder or Receiptholder (if any) against BP2F.

(g) The Guarantor agrees that it shall comply with and be bound by those provisions in the Terms and Conditions of the Notes which relate to it. In the event of any conflict between the provisions of this Guarantee and those of the Terms and Conditions of the Notes or of any other document or instrument executed and delivered pursuant to the Terms and Conditions of the Notes, the provisions of this Guarantee shall prevail.

(h) (i) This Guarantee and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Belgian law.

(ii) *Subject as provided in paragraph (h)(iv) below,* the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Guarantee, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (a "**Dispute**") and accordingly, each of the Guarantor and any Noteholders, Couponholders or Receiptholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.

(iii) For the purposes of this paragraph (h), the Guarantor and any Noteholders, Couponholders or Receiptholders waive any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(iv) To the extent allowed by law, the Noteholders, the Receiptholders and the Couponholders may, in respect of any Dispute or Disputes, take (A) proceedings in any other court with jurisdiction; and (B) concurrent proceedings in any number of jurisdictions.

(v) The Guarantor irrevocably appoints BNP Paribas, London Branch at 10 Harewood Avenue, London, NW1 6AA, United Kingdom as its agent for service of process in any proceedings before the English courts in relation to any Dispute. If such process agent is unable or unwilling for any reason so to act, the Guarantor irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 13 of the Terms and Conditions. The Guarantor agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. Nothing shall affect the right to serve process in any manner permitted by law.

In witness whereof the Guarantor has caused this Guarantee to be duly executed.

Dated as of the Issue Date

BNP PARIBAS FORTIS SA/NV

By: _____

[Name]

[Title]

(duly authorised)

Form of Subordinated Tier 2 Guarantee

The following section applies to both Exempt Notes and Non-exempt Notes.

*BNP PARIBAS FORTIS SA/NV, société anonyme/naamloze vennootschap, having its registered office at Montagne du Parc 3, B 1000, Brussels, Enterprise No. 0403.199.702, register of legal entities of Brussels (the "**Guarantor**") as primary obligor guarantees to the holder of this Note (and, where relevant, the Coupons and/or Receipts appertaining hereto) as a continuing guarantee the due and punctual payment, in accordance with the Terms and Conditions of the Notes (terms defined in the Terms and Conditions shall, insofar as the context so admits, have the same meaning when used herein and any reference herein to the "Terms and Conditions" is to the Terms and Conditions of the Notes referred to in Schedule 2 of an amended and restated agency agreement dated on or about 6 June 2018 between BNP Paribas Fortis Funding and BNP Paribas Fortis SA/NV, the Guarantor and BNP Paribas Securities Services, Luxembourg Branch as supplemented, amended and/or replaced by the Final Terms or drawdown prospectus attached to this Note) of all amounts payable by BNP PARIBAS FORTIS FUNDING ("**BP2F**") on or in respect of the Notes and/or Coupons and/or Receipts upon the following terms:*

(a) *If and each time that BP2F shall fail to make any payments as and when the same become due, the Guarantor will, subject as provided below, on demand (without requiring the Noteholder and/or Couponholder and/or Receiptholder first to take steps against BP2F or any other person) pay to the Noteholder and/or Couponholder and/or Receiptholder the amounts so payable by BP2F. In this connection the Guarantor waives its rights under Articles 2021 and 2037 of the Belgian Civil Code.*

(b) *The obligations of the Guarantor under this Guarantee shall not be affected by any matter or thing which but for this provision might operate to affect the obligations including, without limitation, (i) any time or indulgence granted to or composition with BP2F or any other person, (ii) the taking, variation, renewal or release of remedies or securities against BP2F or any other person, or (iii) any unenforceability or invalidity.*

(c) *Where any discharge (whether in respect of the obligations of BP2F or any security for the obligations of BP2F or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy, liquidation or otherwise without limitation, the liability of the Guarantor under this Guarantee shall continue as if there had been no discharge or arrangement. The holder of any Note and/or Coupon and/or Receipt acting bona fide and in good faith, shall be entitled to concede or compromise any claim that any payment, security or other disposition is liable to avoidance or repayment.*

(d) *In the event of an order being made, or an effective resolution being passed, for the liquidation, dissolution or winding-up of the Guarantor by reason of bankruptcy (faillissement/faillite) or otherwise (except, in any such case, a solvent liquidation, dissolution or winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of the Guarantor or substitution in place of the Guarantor or a successor in the business of the Guarantor), the rights and claims of the holders of the Subordinated Tier 2 Notes in respect of or arising under (including any damages awarded for the breach of any obligation under) this Guarantee shall, subject to any obligations which are mandatorily preferred by law, rank (a) junior to the claims of all the Senior Creditors of the Guarantor, (b) at least pari passu with the claims of holders of all obligations of the Guarantor which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 2 Capital of the Guarantor and (c) senior to (i) the claims of holders of all share capital of the Guarantor, (ii) the claims of holders of all obligations of the Guarantor which constitute Tier 1 Capital of the Guarantor and (iii) the claims of holders of all obligations of the Guarantor which are or are expressed to be subordinated to the Subordinated Tier 2 Notes.*

(e) For the purposes of this Guarantee:

*(i) "**Senior Creditors**" means creditors of the Guarantor whose claims are in respect of obligations which are unsubordinated (including, for the avoidance of doubt, holders of Senior Notes) or which otherwise rank, or are expressed to rank, senior to obligations (including Subordinated Tier 2 Notes) which constitute Tier 1 Capital or Tier 2 Capital of the Guarantor.*

*(ii) "**Tier 1 Capital**" and "**Tier 2 Capital**" have the respective meanings given to such terms in the Applicable Banking Regulations from time to time.*

*(iii) "**Applicable Banking Regulations**" means, at any time, the laws, regulations, guidelines and policies of the Relevant Regulator (as defined in Condition 5.10), or the European Parliament and Council then in effect in Belgium, relating to capital adequacy and applicable to the Guarantor at such time (and, for the avoidance of doubt, including the rules contained in, or implementing, CRD IV).*

*(iv) "**CRD IV**" means, taken together, (i) the Capital Requirements Directive and (ii) the Capital Requirements Regulation and (iii) any Future Capital Instruments Regulations.*

*(v) "**Capital Requirements Directive**" means Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as amended or replaced from time to time.*

*(vi) "**Capital Requirements Regulation**" means Regulation (EU) n° 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) n° 648/2012, as amended or replaced from time to time.*

*(vii) "**Future Capital Instruments Regulations**" means any further Applicable Banking Regulations that come into effect after the Issue Date and which prescribe (alone or in conjunction with other rules or regulations) the requirements to be fulfilled by financial instruments for their inclusion in the regulatory capital of the Guarantor to the extent required by (i) the Capital Requirements Regulation or (ii) the Capital Requirements Directive.*

*(f) In the event of an order being made or an effective resolution being passed for the winding-up, liquidation or bankruptcy of BP2F, then immediately thereupon and without further formality the Guarantor shall become the principal debtor under the Notes in place of BP2F and this Guarantee shall cease to be of any effect and the Noteholders, Couponholders and Receiptholders (if any) shall cease to have any rights or claims whatsoever against BP2F, **provided that**:*

(i) the obligations of the Guarantor as principal debtor as aforesaid shall be subordinated to the same extent as its obligations under this Guarantee; and

(ii) no Noteholder, Couponholder or Receiptholder (if any) shall, as a result of any change in principal debtor as aforesaid, be entitled to claim from BP2F or the Guarantor any indemnification or payment in respect of any tax consequence of such change to individual Noteholders, Couponholders and Receiptholders (if any) except to the extent provided for by Condition 7.

(g) Until all amounts which may be or become payable under this Guarantee have been irrevocably paid in full, the Guarantor shall not by virtue of this Guarantee be subrogated to any rights of any Noteholder, Couponholder or Receiptholder (if any) or claim in competition with any Noteholder, Couponholder or Receiptholder (if any) against BP2F.

(h) The Guarantor agrees that it shall comply with and be bound by those provisions in the Terms and Conditions of the Notes which relate to it. In the event of any conflict between the provisions of this Guarantee and those of the Terms and Conditions of the Notes or of any other document or instrument executed and delivered pursuant to the Terms and Conditions of the Notes, the provisions of this Guarantee shall prevail.

(i) (i) This Guarantee and all non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with Belgian law.

*(ii) Subject and provided in paragraph (i)(iv) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Guarantee, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (a "**Dispute**") and accordingly, each of the Guarantor and any Noteholders, Couponholders or Receiptholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.*

(iii) For the purposes of this paragraph (i), the Guarantor and any Noteholders, Couponholders or Receiptholders waive any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(iv) To the extent allowed by law, the Noteholders, the Receiptholders and the Couponholders may, in respect of any Dispute or Disputes, take (A) proceedings in any other court with jurisdiction; and (B) concurrent proceedings in any number of jurisdictions.

(v) The Guarantor irrevocably appoints BNP Paribas, London Branch at 10 Harewood Avenue, London, NW1 6AA, United Kingdom as its agent for service of process in any proceedings before the English courts in relation to any Dispute. If such process agent is unable or unwilling for any reason so to act, the Guarantor irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 13 of the Terms and Conditions. The Guarantor agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. Nothing shall affect the right to serve process in any manner permitted by law.

In witness whereof the Guarantor has caused this Guarantee to be duly executed.

Dated as of the Issue Date

BNP PARIBAS FORTIS SA/NV

By: _____

[Name]

[Title]

(duly authorised)

FORM OF FINAL TERMS FOR NON-EXEMPT NOTES ONLY

This section applies to Non-exempt Notes only. It provides a template of the Final Terms which will be completed with the issue specific details of the relevant Tranche of Notes. When completed, the Final Terms should be read in conjunction with the terms and conditions applicable to the relevant Notes as described above.

FORM OF FINAL TERMS FOR NON-EXEMPT NOTES ONLY

Set out below is the form of Final Terms which will be completed for each Tranche of Notes which are not Exempt Notes issued under the Programme.

[**Warning:**

The Base Prospectus (as defined below) relating to the issue of Notes described in these Final Terms is valid up to (and including) [5] June 2019.

A new replacement base prospectus is expected to be approved and published on or before [5] June 2019 [and then passported].

If the new replacement base prospectus is not approved, published and passported by [5] June 2019 for any reason, the Offer Period of the Notes described in these Final Terms will be terminated early on [ ] at [ ] CET. The Notes will anyway be issued based on the terms and conditions of the Notes included in the Base Prospectus dated [6] June 2018 (except if the offer is withdrawn in accordance with paragraph 10(b) of Part B of these Final Terms). The new replacement base prospectus will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) and copies will be made available at the registered offices of the Issuer and BNP Paribas Securities Services, Luxembourg Branch at 60, Avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.] [1]

[**PRIIPs REGULATION – PROHIBITION OF SALES TO EEA RETAIL INVESTORS** - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of [Directive 2014/65/EU (as amended, "**MiFID II**")]; or (ii) a customer within the meaning of Directive 2002/92/EC ("**IMD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "**Prospectus Directive**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.][2]

[MIFID II product governance / [Professional investors and ECPs only target market][Retail investors, professional investors and ECPs target market] – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes, taking into account the five categories in item 18 of the Guidelines published by ESMA on 5 February 2018 (as updated from time to time), has led to the conclusion that: (i) the target market for the Notes is eligible counterparties[,] [and] professional clients [and retail clients], each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; [and (ii) all channels for distribution of the Notes are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]]/[(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate – [investment advice][,/ and] [portfolio management][,/ and][non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable. The target market assessment is valid for the Offer Period only.][3]

[1] Include in respect of the public offering of a Tranche of Notes for which the offer period spans the update of the Base Prospectus.
[2] Include if "Prohibition of Sales to EEA Retail Investors" is specified as applicable.
[3] Include at the option of Issuer, or if agreed between the Dealer(s) and the Issuer(s).

Final Terms dated [•]

[BNP PARIBAS FORTIS SA/NV

(incorporated as a public company with limited liability (société anonyme/naamloze vennootschap) under the laws of Belgium, having its registered office in Montagne du Parc 3, B-1000 Brussels, and registered with the register of legal entities of Brussels under enterprise No. 0403.199.702)]

[BNP PARIBAS FORTIS FUNDING

(*incorporated as a société anonyme under the laws of the Grand Duchy of Luxembourg, having its registered office at 19, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and registered with the Registry of Commerce and Companies of Luxembourg under No. B 24.784*)]

Issue of [*Aggregate Principal Amount of Tranche*] [*Title of Notes*]
[Guaranteed by BNP PARIBAS FORTIS SA/NV]
under the
Euro Medium Term Note Programme

PART A– CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 6 June 2018 [and the supplement[s] thereto dated [●]] (copies of which are available as described below) which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (the "**Base Prospectus**"). This document constitutes the Final Terms relating to the issue of Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus. Full information on the Issuer and the offer of Notes described herein is only available on the basis of a combination of these Final Terms and the Base Prospectus. [A summary (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms.] The Base Prospectus [(including the supplements thereto)] is available for viewing at the [website of the Luxembourg Stock Exchange (www.bourse.lu)] [and on the website of the Issuer ([www.bnpparibasfortis.be/www.bp2f.lu])] and copies may be obtained from BNP Paribas Fortis Funding at 19, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and BNP Paribas Fortis SA/NV at Montagne du Parc 3, B-1000 Brussels and from the Fiscal Agent, BNP Paribas Securities Services, Luxembourg Branch at 60, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

(*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date. N.B. when using a post – 1 July 2012 approved Base Prospectus to tap a previous issue under a previously approved Base Prospectus, the final terms in the post – 1 July 2012 Base Prospectus may (and will, if the previous issue was completed under a pre-1 July 2012 Base Prospectus) take a different form to the final terms used for the original issue being tapped. The Terms and Conditions of the original issue being tapped should be reviewed to ensure that they would not require the final terms documenting the further issue to include information which is no longer permitted in final terms. Where the final terms documenting the further issue would need to include such information, it will not be possible to tap using final terms and a drawdown prospectus (incorporating the original Conditions and final terms) will instead need to be prepared.)*

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus dated [23 September 2008] [17 June 2009] [17 June 2010] [17 June 2011 [and the supplement to it dated 6 January 2012]] [13 June 2012 [and the supplement[s] to it dated [28 June 2012] [and] [30 October 2012]] [14 June 2013 [and the supplement to it dated 25 September 2013]] [13 June 2014 [and the supplement to it dated 26 June 2014]] [12 June 2015 and the supplement[s] to it dated [3 September 2015] [and] [25 February 2016] [and] [23 March 2016]] [9 June 2017 [and the supplement[s] to it dated [15

September 2017] [and] [16 March 2018] which are incorporated by reference in the Base Prospectus dated 6 June 2018. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated 6 June 2018 [and the supplement[s] thereto dated [●]] (copies of which are available as described below) which [together] constitute[s] a Base Prospectus for the purposes of the Prospectus Directive (the "**Base Prospectus**"), including the Conditions incorporated by reference in the Base Prospectus. Full information on the Issuer and the offer of Notes described herein is only available on the basis of a combination of these Final Terms and the Base Prospectus. [A summary (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms.] The Base Prospectus [(including any the supplements thereto)] is available for viewing at the [website of the Luxembourg Stock Exchange (www.bourse.lu)] and copies may be obtained from BNP Paribas Fortis Funding at 19, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and BNP Paribas Fortis SA/NV at Montagne du Parc 3, B-1000 Brussels and from the Fiscal Agent, BNP Paribas Securities Services, Luxembourg Branch at 60, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.]

(The following alternative language applies in respect of issues of Notes where the public offer spans an update to the Base Prospectus)

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 6 June 2018 [and the supplement[s] thereto dated [●]] (copies of which are available as described below) (the "**2018 Base Prospectus**"), notwithstanding the approval of an updated base prospectus which will replace the 2018 Base Prospectus (the "[●] **Base Prospectus**"). This document constitutes the Final Terms relating to the issue of Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and (i) prior to the publication of the [●] Base Prospectus, must be read in conjunction with the 2018 Base Prospectus as so supplemented and (ii) after the publication of the [●] Base Prospectus, must be read in conjunction with the 2018 Base Prospectus, save in respect of the Conditions which are extracted from the [●] Base Prospectus as so supplemented. The 2018 Base Prospectus as so supplemented constitutes, and the [●] Base Prospectus will constitute, a base prospectus for the purposes of the Prospectus Directive. Full information on the Issuer and the offer of Notes described herein is only available on the basis of a combination of these Final Terms and (i) prior to the publication of the 2018 Base Prospectus, the 2018 Base Prospectus as so supplemented and (ii) after the publication of the 2018 Base Prospectus, the [●] Base Prospectus, save in respect of the Conditions which are extracted from the 2018 Base Prospectus as so supplemented. [A summary (which comprises the summary in the 2018 Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms.] The 2018 Base Prospectus (including the supplements thereto) is, and the [●] Base Prospectus will be, available for viewing at the [website of the Luxembourg Stock Exchange (www.bourse.lu)] [on the website of the Issuer ([www.bnpparibasfortis.be/www.bp2f.lu])] and copies may be obtained from BNP Paribas Fortis Funding at rue Eugène Ruppert 19, L-2453 Luxembourg, Grand Duchy of Luxembourg and BNP Paribas Fortis SA/NV at Montagne du Parc 3, B-1000 Brussels and from the Fiscal Agent, BNP Paribas Securities Services, Luxembourg Branch at 60, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.]

The expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in a Relevant Member State of the European Economic Area.

[As the Notes are listed on the official list and admitted to trading on the Bourse de Luxembourg, which is the regulated market of the Luxembourg Stock Exchange ("**Luxembourg Regulated Market**"), this Final Terms will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) and copies may be obtained from the registered office of BNP Paribas Securities Services, Luxembourg Branch as [Principal Paying Agent and] Luxembourg Listing Agent at 60, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.]

[As the Notes are listed on the official list and admitted to trading on the regulated market of Euronext Amsterdam ("**Amsterdam Regulated Market**"), this Final Terms may be obtained from the registered office of [●] as the Amsterdam Listing Agent at [●].]

[As the Notes are listed on the official list and admitted to trading on the regulated market of Euronext Brussels ("**Brussels Regulated Market**"), this Final Terms may be obtained from the registered office of [●] as the Brussels Listing Agent at [●].]

The Issuer will also make the applicable Final Terms available at www.bnpparibasfortis.be.

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs (in which case the sub paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.*]

1.	(a)	Series Number:	[●]
	(b)	Tranche Number:	[●]
	(c)	Date on which the Notes will be consolidated and form a single Series:	[The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 37 below, which is expected to occur on or about [*date*]][Not Applicable]
2.	(a) Specified Currency		[●] (*Specify the currency in which the Notes are denominated*)[4]
	(b)	Settlement Currency:	[●]
		(*If the Notes are not Dual Currency Notes, delete the remaining sub paragraphs of this paragraph*)	
		[Specified Exchange Rate:	[*specify set exchange rate*][Not Applicable] (*Specified Exchange Rate should be completed if the exchange rate is set up-front*)
		Settlement Currency Exchange Rate:	[Not Applicable]/[the exchange rate at [*specify time*], expressed as the amount of [*specify currency*] for which one [*specify currency unit*] may be exchanged by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent)]/[the exchange rate obtained by multiplying (i) [*specify first exchange rate*] and (ii) [*specify second exchange rate*], with [*specify first exchange rate*] expressed as the amount of [*specify currency*] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent) at [*specify time*] and [*specify second exchange rate*] expressed as the amount of [*specify currency*] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor

[4] X/N Notes may be denominated in any currency, provided that X/N Notes in such currency may be cleared and settled in the X/N System and subject to compliance with all applicable legal and/or regulatory and/or central bank requirements

		[page] thereto, as determined by the Calculation Agent) at [*specify time*]]
	Reference Dealers	[●]
	Settlement Currency Exchange Rate Observation Date:	[●] Business Days (*Settlement Currency Exchange Rate Provisions not required if the Specified Currency and the Settlement Currency are the same*).
	Reference Jurisdiction:	[*specify*]
	Account Information Cut-off Date:	[[20/[●]] [calendar days] following receipt of the Issuer Account Information Notice][*specify*]
	Final Account Information Cut-off Date:	[[40/[●]] [calendar days] following deemed receipt of the Issuer Account Information Notice][*specify*]]
(c)	FX Settlement Disruption Event (Condition 6.10)	[Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	FX Settlement Disruption Currency	[USD] / [EUR]
	Deduction of FX Settlement Disruption Expenses (Condition 6.10(b)(B))	[Applicable] / [Not Applicable]
3.	Form:	[Bearer Notes][Exchangeable Bearer Notes][Registered Notes][Dematerialised Notes]
4.	Aggregate Principal Amount:	
(a)	Series:	[●]
(b)	Tranche:	[●]
5.	Issue Price:	[●] per cent. of the Aggregate Principal Amount of the Tranche [plus accrued interest from [*insert date*]] (*in the case of fungible issues only, if applicable*) [which will be payable in the Settlement Currency at the Settlement Currency equivalent of such amount determined by reference to the Initial FX Rate. Where: "**Initial FX Rate**" means [*specify*]/ [the exchange rate at [*specify time*] on the [[●] Business Day prior to the Issue Date], expressed as the amount of [*specify currency*] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent), **provided that** if such source is not available, any such rate of exchange may be

determined by the Calculation Agent [by reference to such sources as it considers to be appropriate]]/[the exchange rate obtained by multiplying (i) [*specify first exchange rate*] and (ii) [*specify second exchange rate*], with [*specify first exchange rate*] expressed as the amount of [*specify currency*] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent) at [*specify date/time*] and [*specify second exchange rate*] expressed as the amount of [*specify currency*] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent) at [*specify date/time*] **provided that** if any such source is not available, any such rate of exchange may be determined by the Calculation Agent [by reference to such sources as it considers to be appropriate]]

6. Specified Denominations:

(a) Specified Denomination(s): [●]

(Notes issued by BNPPF under the Programme which are to be admitted to trading on a regulated market situated or operating within a Member State or which are to be offered to the public in one or more Member States (where the terms "regulated market" and "offer to the public" are within the meaning of any measures implementing the Prospective Directive in any relevant Member State) may not have a minimum denomination of less than EUR 1,000 (or nearly equivalent in another currency))

[*[EUR] 100,000 and integral multiples of [EUR] 1,000 in excess thereof up to and including [EUR] 199,000. No notes in definitive form will be issued with a denomination above [EUR] 199,000.*]

(b) Calculation Amount: [●]

(*The applicable Calculation Amount (which is used for the calculation of interest and redemption amounts) will be (a) if there is only one Specified Denomination, the Specified Denomination of the relevant Notes or (b) if there are several Specified Denominations, the highest common factor of those Specified Denominations (note: there must be a common factor in the case of two or more Specified Denominations)*)

	(c)	Minimum Trading Size:	[*specify*][Not Applicable]
	(d)	Minimum Subscription Amount	[*specify*] [Not Applicable]
7.	(a)	Issue Date:	[●]
	(b)	Interest Commencement Date:	[*specify*/Issue Date/Not Applicable] (*N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes*)
	(c)	Trade Date:	[●]
8.	Maturity Date:		[[●], [subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] [The Interest Payment Date falling in or nearest to [*specify month and year*]] [The Notes are Junior Subordinated Notes and accordingly have no Maturity Date] (*If the Notes have a maturity of less than one year and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, (i) the Notes must have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be sold only to "professional investors" or (ii) another applicable exemption from section 19 of the FSMA must be available.*) (*See Condition 5.1 in respect of Subordinated Tier 2 Notes*)
9.	Interest Basis:		[Not Applicable] [[●] per cent. Fixed Rate] [[[LIBOR/EURIBOR/LIBID/LIMEAN] +/- [●]] [●] per cent. Floating Rate] [Zero Coupon] [Inflation Index-Linked Interest] [Foreign Exchange (FX) Rate-Linked Interest] [Underlying Interest Rate-Linked Interest] [Non-Interest Bearing]

		[and Dual Currency Interest Notes] (*If the Notes are Dual Currency Interest Notes, another Interest Basis must always be specified*) [further particulars specified below]
10.	Redemption Amount:	[[100][●]] per cent. of its principal amount] [Inflation Index-Linked Redemption] [Foreign Exchange (FX) Rate-Linked Redemption] [and Dual Currency Redemption Notes] [further particulars specified below]
11.	Change of Interest:	[For the period from (and including) the Interest Commencement Date, up to (but excluding) [*date*] paragraph [18/19] applies and for the period from (and including) [*date*], up to (but excluding) the Maturity Date, paragraph [18/19] applies] [Not Applicable]
12.	Terms of redemption at the option of the Issuer/Noteholders or other Issuer's/Noteholders' option:	[Applicable] / [Not Applicable] [further particulars specified below]
13.	(a) Status of the Notes:	[Senior / Senior Subordinated / Junior Subordinated[5] / Subordinated Tier 2 Notes] [Capital Disqualification Event Variation: applicable](*Only relevant in the case of Subordinated Tier 2 Notes*)
	(b) Status of the Guarantee	[Senior / Senior Subordinated / Junior Subordinated / Not Applicable / Subordinated Tier 2 Guarantee][6]
	(c) Waiver of Set-off	[Applicable] / [Not Applicable]
14.	Calculation Agent responsible for calculating interest and/or redemption amounts due:	[Applicable] / [Not Applicable]
15.	Knock-in Event[7]:	[Applicable] / [Not Applicable] [*If applicable:* [Foreign Exchange (FX) Rate-Linked Note Conditions 1 and 5 shall apply][Underlying Interest Rate-Linked Note Condition 8 shall apply]] [*If applicable:*

[5] In the case of Junior Subordinated Notes, include an option by the Issuer or (in the case of Notes issued by BP2F) the Guarantor to redeem the Notes no later than 10 years after the Issue Date, and subsequently, at least once every 10 years.

[6] Add the following language if Board (or similar) authorisation is required for the particular tranche of notes or related guarantee (delete accordingly where the Issuer is BNP Paribas Fortis SA/NV: Date of [BP2F's Board and Guarantor's BNP Paribas Fortis SA/NV's Management Committee approval for issue of Notes [and Guarantee] obtained: [●] [and [●], respectively]

[7] Only applicable in relation to Foreign Exchange (FX) Rate-Linked Notes and Underlying Interest Rate-Linked Notes.

["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"]]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(a) Knock-in Level/Knock-in Range Level: [*specify*]/[[From and including/From but excluding][*specify*][to and including/to but excluding][*specify*]]/[FX Knock-in Level:

[Knock-in Average Value

Knock-in Averaging Dates: [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]

[Single Resettable Knock-in

Knock-in Observation Date: [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]

Resettable Adjustment: [+/-][●]]

[Multiple Resettable Knock-in

Resettable Knock-in Period: [●]

Knock-in Observation Date(s): [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]

Resettable Adjustment: [+/-][●]]]

(b) Knock-in Period Beginning Date: [*specify*]

(c) Knock-in Period Beginning Date Convention: [Applicable/Not Applicable]

(d)	Knock-in Determination Period:	[*specify*]/[See definition in [Foreign Exchange (FX) Rate-Linked Note Condition 5][Underlying Interest Rate-Linked Note Condition 8]]
(e)	Knock-in Determination Day(s):	[*specify*]/[Each [Scheduled Trading Day/Business Day] in the Knock-in Determination Period]
(f)	Knock-in Period Ending Date:	[*specify*]
(g)	Knock-in Period Ending Date Day Convention:	[Applicable/Not Applicable]
(h)	Knock-in Valuation Time:	[*specify*]/[See definition in [Foreign Exchange (FX) Rate-Linked Note Condition 5][Underlying Interest Rate-Linked Note Condition 8]]/[Valuation Time]/[Any time on a Knock-in Determination Day]/[Not Applicable]
(i)	Disruption Consequences:	[Applicable] / [Not Applicable]

16. Knock-out Event[8]: [Applicable] / [Not Applicable]

[*If applicable:* [Foreign Exchange (FX) Rate-Linked Note Conditions 1 and 5 shall apply][Underlying Interest Rate-Linked Note Condition 8 shall apply]]

[*If applicable:*

["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"]]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(a) Knock-out Level /Knock-out Range Level: [*specify*][[From and including/From but excluding][*specify*][to and including/to but excluding][*specify*]]/[FX Knock-out Level:

[Knock-out Average Value

Knock-out Averaging Dates: [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]

[Single Resettable Knock-out

Knock-out Observation Date: [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note

[8] Only applicable in relation to Foreign Exchange (FX) Rate-Linked Notes and Underlying Interest Rate-Linked Notes.

Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]

Resettable Adjustment: [+/-][●]]

[Multiple Resettable Knock-out

Resettable Knock-out Period: [●]

Knock-out Observation Date(s): [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]

Resettable Adjustment: [+/-][●]]]

(b)	Knock-out Period Beginning Date:	[*specify*]
(c)	Knock-out Period Beginning Date Convention:	[Applicable] / [Not Applicable]
(d)	Knock-out Determination Period:	[*specify*]/[See definition in [Foreign Exchange (FX) Rate-Linked Note Condition 5][Underlying Interest Rate-Linked Note Condition 8]]
(e)	Knock-out Determination Day(s):	[*specify*]/[Each [Scheduled Trading Day/Business Day] in the Knock-out Determination Period]
(f)	Knock-out Period Ending Date:	[*specify*]
(g)	Knock-out Period Ending Date Convention:	[Applicable] / [Not Applicable]
(h)	Knock-out Valuation Time:	[*specify*]/[See definition in [Foreign Exchange (FX) Rate-Linked Note Condition 5][Underlying Interest Rate-Linked Note Condition 8]] [Any time on a Knock-out Determination Day]/[Valuation Time]/[Not Applicable]
(i)	Disruption Consequences:	[Applicable/Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

17. **General Interest Provisions:**

(a)	Interest Payment Date(s)[/Specified Period[9]]:	[*specify period*] [[●] in each year] [adjusted in accordance with the Business Day Convention set out in (d) below] [for the purpose of payment only] *or* [Not subject to adjustment as the Business Day Convention in (d) below is specified to be Not Applicable] (*If applicable, identify any Additional Business Centre(s) for the purposes of determining interest payment days*)
(b)	[Interest Period Dates(s):	[[●] [adjusted in accordance with the Business Day Convention set out in (d) below] [for the purpose of payment only] *or* [Not subject to adjustment as the Business Day Convention in (d) below is specified to be Not Applicable]] [As per Condition 4.10]][10]
(c)	Day Count Fraction:	[[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/365(Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]]
(d)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
(e)	[Interest Accrual Period:	[●] [As per Condition 4.10]][11] *(If applicable, identify any Additional Business Centre(s) for the purpose of interest accrual periods)*
(f)	Minimum Interest Rate:	[[●] per cent. per annum]/[Not Applicable]/[As per Condition 4.6]
(g)	Maximum Interest Rate:	[[●] per cent. per annum]/[Not Applicable]
(h)	Accrual to Redemption:	[Applicable]/[Not Applicable]
(i)	Interest Rate:	[*If applicable:* Payout Conditions 1(a), 1(b), 1(f) and 2 apply] [Fixed Rate – see item 18 below] [Floating Rate – see item 19 below] [[Inflation Index/Foreign Exchange (FX) Rate/Underlying Interest Rate]-Linked Interest] [Fixed Income Interest Rates:

[9] Relevant for Floating Rate Notes only.

[10] Relevant for Floating Rate Notes only.

[11] Relevant for Floating Rate Notes only.

[FI Digital Coupon applicable (see Payout Condition 1(a)(i)):

FI Upper Barrier Level: [[*specify*] per cent.] / [*insert level*] (*specify for each Underlying Reference*)

[FI Lower Barrier Level: [[*specify*] per cent.]/[*insert level*] (*specify for each Underlying Reference*)]

FI Digital Coupon Condition: [greater than / less than / equal to or greater than / less than or equal to] (*specify for each Underlying Reference*) the FI Upper Barrier Level [[and/or] [greater than / less than / equal to or greater than / less than or equal to] (*specify for each Underlying Reference*) the FI Lower Barrier Level]

[Underlying Reference 2: [Applicable/Not Applicable]]

Gearing A: [●] per cent.

Global Cap A: [●] per cent.

Global Floor A: [●] per cent.

Constant A: [●] per cent.

Gearing B: [●] per cent.

Global Cap B: [●] per cent.

Global Floor B: [●] per cent.

Constant B: [●] per cent.

FI Rate A: [Rate/Inflation Rate]

FI Rate B: [Rate/Inflation Rate] (*FI Rate A and FI Rate B should either both specify Rate or both specify Inflation Rate*)

[Inflation Rate: [YoY Inflation Rate / Cumulative Inflation Rate]

[Strike Date: [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]

FI Interest Valuation Date(s): [*Specify*]]

[Range Accrual Coupon applicable (see Payout Condition 1(a)(ii)):

Gearing:	[●] per cent.
Global Margin:	[●] per cent.
Global Cap:	[●] per cent.
Global Floor:	[●] per cent.
Local Cap:	[●] per cent.
Local Floor:	[●] per cent.
FI Rate:	[Rate/Inflation Rate]
[Inflation Rate:	[YoY Inflation Rate / Cumulative Inflation Rate]
Strike Date:	[●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]

[Range Accrual Coupon Barrier Level Up: [*specify*] per cent. (*specify for each Underlying Reference*)]

Range Accrual Coupon Barrier Level Down: [*specify*] per cent. (*specify for each Underlying Reference*)

Range Accrual Coupon Condition: [greater than / less than / equal to or greater than / less than or equal to] (*specify for each Underlying Reference*) the Range Accrual Coupon Barrier Level Down [[and/or] [greater than / less than / equal to or greater than / less than or equal to] (*specify for each Underlying Reference*) the Range Accrual Coupon Barrier Level Up]

[Underlying Reference 2: [Applicable/Not Applicable]]

Range Period: [*specify*]

Range Accrual Day: [Scheduled Trading Day/Business Day/Underlying Interest Rate Determination Date/calendar day]

Deemed Range Accrual: [Applicable] / [Not Applicable]

[Range Cut-off Date: [*specify*]

Range Period End Date: [●]]

FI Interest Valuation Date(s): [●]]

[**Combination Floater Coupon applicable (see Payout Condition 1(a)(iii)):**

Global Cap:	[●] per cent.
Global Floor:	[●] per cent.
Global Margin:	[*specify*] per cent. per annum.
Local Cap:	[●] per cent.
Local Floor:	[●] per cent.
Gearing:	[*specify*] per cent. for $Rate_{[(i)]}$ (*repeat for each Rate*)
FI Rate:	[Rate/Inflation Rate]
[Inflation Rate:	[YoY Inflation Rate / Cumulative Inflation Rate]
Strike Date:	[●]]
FI Interest Valuation Date(s):	[●]]

[PRDC Coupon applicable (see Payout Condition 1(a)(iv)):

Coupon Percentage 1:	[●] per cent.
Coupon Percentage 2:	[●] per cent.
Cap:	[●] per cent.
Floor:	[●] per cent.
[FI Interest Valuation Date(s):	[*specify*]]

[Averaging:	[Applicable] / [Not Applicable]
[Averaging Dates:	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]
Initial Settlement Price:	[[●]/
[Initial Closing Value:	
Strike Date:	[●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/
[Initial Average Value:	
Strike Days:	[●]
[Averaging Date Consequences:	[Applicable] / [Not Applicable]
Strike Period:	[●]]]

[FI Digital Floor Coupon applicable (see Payout Condition 1(a)(v)):

Digital Floor Percentage 1:	[●] per cent.
Digital Floor Percentage 2:	[●] per cent.
FI Digital Value:	[Performance Value/Worst Value/Best Value/Multi-Basket Value/Weighted

	Average FI Basket Value]
Performance Value:	Performance Value [1/2/3/4/5/6/7/8/9/10]
[FI Weighting:	[●]]
[G:	[*specify percentage per Underlying Reference*]]
FI Digital Floor Level:	[[●]/
[FX Digital Level:	
[FX Digital Average Value:	
FX Averaging Dates:	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/
[Single Resettable Level:	
FX Digital Observation Date(s):	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
Resettable Adjustment:	[+/-][●]]
[Multiple Resettable Level:	
Resettable Period:	[*specify*]

FX Digital Observation Date(s):	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
Resettable Adjustment:	[+/-] [●]]]
FI Interest Valuation Date(s):	[*specify*]
[Averaging:	[Applicable] / [Not Applicable]
[Averaging Dates:	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]
Initial Settlement Price:	[[●]/
[Initial Closing Value:	
Strike Date:	[●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/
[Initial Average Value:	
Strike Days:	[●]

[Averaging Date Consequences:	[Applicable] / [Not Applicable]
Strike Period:	[●]]]

[FI Digital Cap Coupon applicable (see Payout Condition 1(a)(vi)):

Digital Cap Percentage 1:	[●] per cent.
Digital Cap Percentage 2:	[●] per cent.
FI Digital Value:	[Performance Value/Worst Value/Best Value/Multi-Basket Value/Weighted Average FI Basket Value]
Performance Value:	Performance Value [1/2/3/4/5/6/7/8/9/10]
[FI Weighting:	[●]]
[G:	[*specify percentage per Underlying Reference*]]
FI Digital Cap Level:	[[●]/
[FX Digital Level:	
[FX Digital Average Value:	
FX Averaging Dates:	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/
[Single Resettable Level:	
FX Digital Observation Date(s):	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note

Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]

Resettable Adjustment: [+/-][●]]

[Multiple Resettable Level:

Resettable Period: [*specify*]

FX Digital Observation Date(s): [*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]

Resettable Adjustment: [+/-] [●]]

FI Interest Valuation Date(s): [*specify*]

[Averaging: [Applicable] / [Not Applicable]

[Averaging Dates: [*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]

Initial Settlement Price: [[●]/

[Initial Closing Value:

Strike Date: [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/

[Initial Average Value:

Strike Days: [●]

[Averaging Date Consequences: [Applicable] / [Not Applicable]

Strike Period: [●]]]

[FI Target Coupon Notes (see Payout Condition 1(a)(vii))

Target Coupon Percentage: [●] per cent.

Target Determination Date: [*specify*]]

[FI FX Vanilla Notes (see Payout Condition 1(a)(viii)):

Gearing: [●] per cent.

Cap: [●] per cent.

Floor: [●] per cent.

Performance Value: Performance Value [1/2/3/4/5/6/7/8/9/10]

FI Interest Valuation Dates: [*specify*]

Averaging: [Applicable] / [Not Applicable]

Averaging Dates: [*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding

	Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
Initial Settlement Price:	[[●]/
[Initial Closing Value:	
Strike Date:	[●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]
[Initial Average Value:	
Strike Days:	[●]
[Averaging Date Consequences:	[Applicable] / [Not Applicable]
Strike Period:	[●]]]

[FI Digital Plus Coupon Notes (see Payout Condition 1(a)(ix)):

Digital Plus Percentage 1:	[●] per cent.
Digital Plus Percentage 2:	[●] per cent.
Gearing:	[●] per cent.
FI Digital Value:	[Performance Value/Worst Value/Best Value/Multi-Basket Value/Weighted Average FI Basket Value]
Performance Value:	Performance Value [1/2/3/4/5/6/7/8/9/10]
[FI Weighting:	[●]]

[G:	[*specify percentage per Underlying Reference*]]
FI Digital Plus Level:	[[●]/
[FX Digital Level:	
[FX Digital Average Value:	
FX Averaging Dates:	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/
[Single Resettable Level:	
FX Digital Observation Date(s):	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
Resettable Adjustment:	[+/-][●]]
[Multiple Resettable Level:	
Resettable Period:	[*specify*]
FX Digital Observation Date(s):	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to*

Foreign Exchange (FX) Rate-Linked Notes)]

Resettable Adjustment: [+/-] [●]]]

FI Interest Valuation Date(s): [*specify*]

[Averaging: [Applicable] / [Not Applicable]

Averaging Dates: [*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]

Initial Settlement Price: [[●]/

[Initial Closing Value:

Strike Date: [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/

[Initial Average Value:

Strike Days: [●]

[Averaging Date Consequences: [Applicable] / [Not Applicable]

Strike Period: [●]]]

[Rate:

[Fixed Rate – see item 18 below]

[Floating Rate – see item 19 below]]

18.	**Fixed Rate Note Provisions**		[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) (*If more than one fixed rate is to be determined, repeat items (a) to (b) for each such rate and, if FI Digital Coupon is applicable, distinguish between the Rate which is FI Rate A and the Rate which is FI Rate B*)
	(a)	Interest Rate[s]:	[●] per cent. per annum [payable [annually/semiannually/quarterly/monthly] in arrear on each Interest Payment Date]
	(b)	Fixed Coupon Amount[(s)]:	[[●] per Calculation Amount] [Not Applicable]
	(c)	Broken Amount(s):	[[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]][Not Applicable]
19.	**Floating Rate Note Provisions**		[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) (*If more than one floating rate is to be determined, repeat items (a) to (f) for each such rate and, if FI Digital Coupon is applicable, distinguish between the Rate which is FI Rate A and the Rate which is FI Rate B*)
	(a)	Reference Banks:	[*specify four*]
	(b)	Spread (if applicable):	[[[●] per cent. per annum]/[Not Applicable]].
	(c)	Spread Multiplier (if applicable):	[[●]/[Not Applicable]]
	(d)	Relevant Time (if applicable):	[●]/[Condition 4 applies]/[Not Applicable]
	(e)	Screen Rate Determination:	
		– Primary Source for Interest Rate Quotations:	[Relevant Screen Page][Reference Banks][Not Applicable]
		– Benchmark:	[LIBOR/EURIBOR/LIBID/LIMEAN]
		– Interest Determination Date(s):	[[●] Business Days in [*specify city*] prior to] [the first day in each Interest Accrual Period/each Interest Payment Date] (*Indicate Interest Determination Date and specify if the calculation is to be made at the beginning /end of the period*)

			(If applicable, identify any Additional Business Centre(s) for the purpose of Interest Determination Dates)
		– Relevant Screen Page:	[●]/[Not Applicable] (*For example, Reuters LIBOR 01/EURIBOR 01*)
		– Relevant Financial Centre:	[●]/[Not Applicable] (*For example, London/Euro-zone (where Euro-zone means the region comprised of countries whose lawful currency is the euro*))
	(f)	ISDA Determination:	
		– Floating Rate Option:	[●]/[Not Applicable]
		– Designated Maturity:	[●]/[Not Applicable]
		– Reset Date:	[●]/[Not Applicable]
		– Margin	[+/-] [●]/[Not Applicable]
20.	**Zero Coupon Note Provisions**		[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Amortisation Yield (*Zero Coupon/High Interest/Low Interest Note*):	[●] per cent. per annum
	(b)	Reference Price (*Zero Coupon/High Interest/Low Interest Note*):	[●]
	(c)	Day Count Fraction in relation to Early Redemption Amounts:	[30/360] [Actual/360] [Actual/365]
21.	**Inflation Index-Linked Interest Note Provisions**		[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) (*If more than one Inflation Rate is to be determined, repeat items (a) to (i) for each such Inflation Rate and, if FI Digital Coupon is applicable, distinguish between the Inflation Rate which is FI Rate A and the Inflation Rate which is FI Rate B and the Inflation Index which is Underlying Reference 1 and the Inflation Index which is Underlying Reference 2*)

		[The Inflation Index-Linked Note Conditions at Part 3 of the Conditions apply]
(a)	Index:	[●] [Composite/Non-composite]
(b)	Screen Page/Exchange Code:	[●]
(c)	Cut-Off Date:	[●] / [Not Applicable]
(d)	Related Bond:	[Applicable/Not applicable] [*If applicable, specify*: [●] / [Fallback Bond]]
(e)	Issuer of Related Bond:	[●] / [Not Applicable]
(f)	Fallback Bond:	[Applicable] / [Not Applicable]
(g)	Index Sponsor:	[●]
(h)	Related Bond Redemption Event:	[Applicable] / [Not Applicable]
(i)	Determination Date:	[●]
(j)	Optional Additional Disruption Events:	[The following Optional Additional Disruption events apply to the Notes:] (*specify each of the following which applies*) [Increased Cost of Hedging]/ [Hedging Disruption] / [Index Modification] : [Index Cancellation] / [Jurisdiction Event] / [Extended Change of Law] / [Extended Currency Event] / [Currency Event]
(k)	Rebasing (Inflation Index-Linked Note Condition 4.5)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]
(l)	Consequences of an Additional Disruption Event or an Optional Disruption Event (Inflation Index-Linked Note Condition 4.7)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] /

		[Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]
(m)	Index Cancellation (Inflation Index-Linked Note Condition 4.8)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]
22.	**Foreign Exchange (FX) Rate-Linked Interest Note Provisions**	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) [The Foreign Exchange (FX) Rate-Linked Note Conditions at Part 4 of the Conditions apply.]
(a)	The relevant base currency (the "**Base Currency**") is:	[*specify*]
(b)	The relevant subject [currency/currencies]/ ([each a]/[the] "**Subject Currency**") [is/are]:	[*specify*]
(c)	Weighting:	[*specify*]
(d)	Price Source:	[*specify*]
(e)	Disruption Event:	
	Specified Maximum Days of Disruption	Specified Maximum Days of Disruption will be equal to [●]/[five] (*If no Specified Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to five*)
	Disruption Events	[Price Source Disruption] / [Illiquidity Disruption] / [Dual Exchange Rate] / [paragraph (d) of Foreign Exchange (FX) Rate-Linked Note Condition 6] / [paragraph (d) of Foreign Exchange (FX) Rate-

		Linked Note Condition 6, other than in respect of Illiquidity Disruption]
	Early Redemption / Monetisation	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this sub-paragraph*)
	Early Redemption Amount	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)] [Not Applicable]
	Monetisation Option	[Applicable] / [Not Applicable]
	Reference Dealers	[*specify*]
(f)	Delayed Redemption on Occurrence of a Disruption Event:	[Applicable] / [Not Applicable] [*if applicable:* Principal Protection Termination Amount: [Applicable] / [Not Applicable]]
(g)	Relevant Screen Page:	[*specify*]
(h)	Interest Valuation Time:	[*specify*]
(i)	Interest Valuation Date:	[●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
(j)	Averaging Date(s):	[●][Not Applicable] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
(k)	Strike Date:	[●][Not Applicable] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]

(l)	Optional Additional Disruption Events:	[The following Optional Additional Disruption events apply to the Notes:] (*specify each of the following which applies*) [Increased Cost of Hedging] / [Index Cancellation] / [Jurisdiction Event] / [Extended Change of Law]
(m)	Consequences of an Additional Disruption Event or an Optional Disruption Event (Foreign Exchange (FX) Rate-Linked Note Condition 11)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] / [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)] [Not Applicable]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]
23.	**Underlying Interest Rate-Linked Note Provisions**	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) (*If more than one Underlying Interest Rate is to be determined, repeat items (a) to (i) below for each such Underlying Interest Rate and, if FI Digital Coupon is applicable, distinguish between the Underlying Interest Rate which is FI Rate A and the Underlying Interest Rate which is FI Rate B and the Underlying Interest Rate which is Underlying Reference 1 and the Underlying Interest Rate which is Underlying Reference 2*) [The Underlying Interest Rate-Linked Note Conditions at Part 5 of the Conditions apply]
(a)	Underlying Interest Rate Determination Date(s):	[*specify*] (*If more than one Underlying Interest Rate is to be determined, include the following language: "Underlying Interest Rate$_1$:"*)
(b)	Manner in which the Underlying Interest Rate is to be determined:	[Screen Rate Determination/ISDA Determination/CMS-Rate Determination]

(c)	Screen Rate Determination:	[Applicable]/[Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this sub-paragraph*)
	• Primary Source for Underlying Interest Rate Quotation:	[Relevant Screen Page (Underlying)][Underlying Reference Banks]
	• Underlying Benchmark:	[LIBOR/EURIBOR/LIBID/LIMEAN]
	• Underlying Specified Duration:	[*specify*]
	• Relevant Screen Page (Underlying):	[*specify*][Not Applicable] (*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)
	• Underlying Reference Banks:	[*specify four*]
	• Relevant Time (Underlying):	[*specify*]
(d)	ISDA Determination:	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this sub-paragraph*)
	• Floating Rate Option:	[*specify*]
	• Designated Maturity:	[*specify*]
	• Reset Date:	[*specify*]
	• Underlying Margin:	[*specify*]
(e)	CMS-Rate Determination	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this sub-paragraph*)
	• Specified Swap Rate:	[Swap rate/Annual swap rate/Semi-annual swap rate/ Quarterly swap rate/Quarterly-annual swap rate/Quarterly-quarterly swap rate]
	• Designated Maturity (CMS):	[*specify*]
	• Reference Currency (CMS):	[*specify*]

	• Relevant Screen Page (CMS):	[*specify*]
	• Relevant Time:	[*specify*]
	• Underlying Margin:	[*specify*]
	• Fallback:	Paragraph 2 (*ISDA Determination*) of the Underlying Interest Rate Note Conditions shall apply [as if fewer than the minimum number of Underlying Reference Banks specified therein had quoted].
	– Floating Rate Option:	[*specify*]
	– Designated Maturity:	[*specify*]
	– Reset Date:	[*specify*]
(f)	Underlying Spread:	[[+/-[●]] per cent. per annum][Not Applicable]
(g)	Underlying Spread Multiplier:	[*specify*]
(h)	Minimum Underlying Interest Rate:	[[●] per cent. per annum] [Not Applicable]
(i)	Maximum Underlying Interest Rate:	[[●] per cent. per annum] [Not Applicable] (*If more than one Underlying Interest Rate is to be determined, include the following language: "Underlying Interest Rate$_2$:" and repeat items (b) to (i)*)
(j)	Delayed Redemption on Occurrence of a Disruption Event:	[Applicable] / [Not Applicable] [*if applicable:* Principal Protection Termination Amount: [Not Applicable] / [Applicable. The Principal Protection Termination Amount Percentage is [●] per cent.]
(k)	Unwind Costs:	[Applicable] / [Not Applicable]
(l)	Optional Additional Disruption Events:	[The following Optional Additional Disruption events apply to the Notes:] (*specify each of the following which applies*) [Increased Cost of Hedging] / [Hedging Disruption] / [Jurisdiction Event] / [Extended Change of Law] [Not Applicable]
(m)	Consequences of an Additional Disruption Event or an Optional Disruption Event (Underlying	

	Interest Rate-Linked Note Condition 12):	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] / [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)] [Not Applicable]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]

PROVISIONS RELATING TO REDEMPTION

24.	**Principal Protected Amount**	[[100][●] per cent. of its principal amount]/ [Not Applicable]
25.	**Redemption at the option of the Issuer or other Issuer's option (pursuant to Condition 5.5)**	[Applicable] / [Not Applicable] (*In the case of Junior Subordinated Notes, include an option by the Issuer or (in the case of Notes issued by BP2F) the Guarantor to redeem the Notes no later than 10 years after the Issue Date, and subsequently, at least once every 10 years*) (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(a)	Issuer's Option Period:	[*Insert period*] (*Option Period must end no later than 5 Clearing System Business Days prior to the date on which the Issuer's option is to be exercised, where "Clearing System Business Day" means a day on which the Relevant Clearing System through which the notes are held is open for business*) (*Please consider the practicalities of distribution of information through intermediaries (for example, clearing systems will normally require a minimum of 5 Clearing System Business Days to process any notice), as well as any other notice requirements which may apply, for example, as between the Issuer and Agents*)
(b)	Early Redemption Amount(s) of each Note:	[●] per Calculation Amount
(c)	If redeemable in part:	[Applicable] / [Not Applicable]

	– Minimum Early Redemption Amount:	[●] per Calculation Amount
	– Maximum Early Redemption Amount:	[●] per Calculation Amount
	(d) Estimated Call Option Value	[[●] per cent. of the Aggregate Principal Amount in respect of the Tranche] / [Not applicable]
26.	**Redemption at the option of the Noteholder or other Noteholder's option (pursuant to Condition 5.6)**	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a) Noteholder's Option Period:	[*Insert period*] (*Option Period must end no later than ten Clearing System Business Days prior to the date on which the Issuer's option is to be exercised, where "Clearing System Business Day" means a day on which the Relevant Clearing System through which the notes are held is open for business*) (*Please consider the practicalities of distribution of information through intermediaries (for example, clearing systems will normally require a minimum of 5 Clearing System Business Days to process any notice) as well as any other notice requirements which may apply, for example, as between the Issuer and Agents*)
	(b) Early Redemption Amount(s) of each Note:	[Principal Protected Amount] / [Market Value [less Costs]] [(which [does not] include[s] amounts in respect of accrued interest)]/Not Applicable]
27.	**Redemption or Amendment of Notes for Administrator/Benchmark Event (pursuant to Condition 5.15)**	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	Early Redemption Amount(s) of each Note:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[•] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)] [Not Applicable]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]
28.	**Final Redemption Amount of each Note**	[Calculation Amount x [●] per cent.]/[Final Payout] per Calculation Amount
	Final Payout:	[Not Applicable]

[*If applicable:* Payout Conditions 1(c), 1(f) and 2 apply]

[FI FX Vanilla Notes (see Payout Condition 1(c)(i)):

Gearing:	[●] per cent.
Cap:	[●] per cent.
Floor:	[●] per cent.
Performance Value:	Performance Value [1/2/3/4/5/6/7/8/9/10]
FI Redemption Valuation Dates:	[*specify*]
Averaging:	[Applicable] / [Not Applicable]
Averaging Dates:	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
Initial Settlement Price:	[[●]/
[Initial Closing Value:	
Strike Date:	[●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/
[Initial Average Value:	
Strike Days:	[●]

	[Averaging Date Consequences:	[Applicable] / [Not Applicable]
	Strike Period:	[●]]
	FI Constant Percentage 1	[●] per cent.]

[FI Inflation Notes (see Payout Condition 1(c)(ii):

	FI Redemption Valuation Date(s):	[●]
	Strike Date:	[●]]

29. **Automatic Early Redemption**[12] [Applicable] / [Not Applicable]

[*Insert if applicable:* [Foreign Exchange (FX) Rate-Linked Note Condition 6 applies][Underlying Interest Rate-Linked Note Condition 9 applies]

(a) Automatic Early Redemption Event: [Automatic Early Redemption Event specified in Foreign Exchange (FX) Rate-Linked Note Condition 6; "greater than"/ "greater than or equal to" / "less than" / "less than or equal to"]

[Target Automatic Early Redemption] [FI Underlying Automatic Early Redemption] [FI Coupon Automatic Early Redemption] [Standard Automatic Early Redemption: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"]

(b) Automatic Early Redemption Valuation Time: [*specify*]

(c) Automatic Early Redemption Payout: [Not Applicable]

[Target Automatic Early Redemption (see Payout Condition 1(d)(i)):

Final Interest Rate: [Capped and Guaranteed Applicable][Capped and Guaranteed Not Applicable][Capped Only][Guaranteed Only]

[FI Underlying Automatic Early Redemption (see Payout Condition 1(d)(ii):

[Accrual to Automatic Early Redemption: [Applicable] / [Not Applicable]]

[FI Coupon Automatic Early Redemption (see Payout Condition 1(d)(iii):

[12] Only applicable in relation to Foreign Exchange (FX) Rate-Linked Notes and Underlying Interest Rate-Linked Notes.

			Coupon Cap: [●] per cent.]
	(d)	Automatic Early Redemption Date(s):	[*specify*]
	(e)	Automatic Early Redemption Level:	[*specify*]
	(f)	Automatic Early Redemption Percentage:	[[●] per cent.][Not Applicable]
	(g)	Automatic Early Redemption Percentage Up:	[[●] per cent.][Not Applicable]
	(h)	Automatic Early Redemption Percentage Down:	[[●] per cent.][Not Applicable]
	(i)	AER Rate:	[[●] per cent.][Not Applicable]
	(j)	Automatic Early Redemption Valuation Date(s)/Period:	[*specify*] (*For Fixed Income payouts, consider whether this is the underlying interest rate determination date (i.e. 2 business days prior to the Automatic Early Redemption Date)*)
30.	**Inflation Index-Linked Redemption Notes:**		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) [The Inflation Index-Linked Note Conditions at Part 3 of the Conditions apply]
	(a)	Index/Indices:	[●] [Composite/non Composite]
	(b)	Cut-Off Date:	[●]/[Not Applicable]
	(c)	Related Bond:	[[Applicable/Not Applicable] [*If applicable, specify*: [●]/[Fallback Bond]]
	(d)	Issuer of Related Bond:	[●]/[Not Applicable]
	(e)	Fallback Bond:	[Applicable] / [Not Applicable]
	(f)	Index Sponsor:	[●]
	(g)	Related Bond Redemption Event:	[Applicable] / [Not Applicable]
	(h)	Determination Date:	[●]
	(i)	Optional Additional Disruption Events:	[The following Optional Additional Disruption events apply to the Notes:]

		(specify each of the following which applies) [Increased Cost of Hedging]/ [Hedging Disruption] / [Index Modification] : [Index Cancellation] / [Jurisdiction Event] / [Extended Change of Law] / [Extended Currency Event] / [Currency Event]
(j)	Rebasing (Additional Condition 4.5)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	Monetisation Option:	[Applicable] / [Not Applicable]
(k)	Unwind Costs:	[Applicable] / [Not Applicable]
(l)	Consequences of an Additional Disruption Event or an Optional Disruption Event (Inflation Index-Linked Note Condition 4.7)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]
(m)	Index Cancellation (Inflation Index-Linked Note Condition 4.8)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]

31.	**Foreign Exchange (FX) Rate-Linked Redemption Notes:**		[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) [The Foreign Exchange (FX) Rate-Linked Note Conditions at Part 4 of the Conditions apply]
	(a)	Relevant Screen Page:	[*specify*]
	(b)	The relevant base currency (the "**Base Currency**") is:	[*specify*]
	(c)	The relevant subject [currency/currencies] ([each a]/[the] "**Subject Currency**") [is/are]:	[*specify*]
	(d)	Weighting:	[*specify*]
	(e)	Price Source:	[*specify*]
	(f)	Disruption Event:	
		Specified Maximum Days of Disruption	Specified Maximum Days of Disruption will be equal to [●]/[five] (*If no Specified Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to five*)
		Disruption Events	[Price Source Disruption] / [Illiquidity Disruption] / [Dual Exchange Rate] / [paragraph (d) of Foreign Exchange (FX) Rate-Linked Note Condition 6] / [paragraph (d) of Foreign Exchange (FX) Rate-Linked Note Condition 6, other than in respect of Illiquidity Disruption]
		Early Redemption / Monetisation	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this sub-paragraph*)
		Early Redemption Amount	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
		Monetisation Option	[Applicable] / [Not Applicable]
		Reference Dealers	**[***specify***]**
	(g)	Valuation Time:	**[***specify***]**

(h)	Redemption Valuation Date:	**[***specify***]** [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
(i)	Delayed Redemption on the Occurrence of an Additional Disruption Event:	[Applicable] / [Not Applicable] [*if applicable:* Principal Protection Termination Amount: [Applicable/Not Applicable]]
(j)	Averaging Date(s):	[●][Not Applicable] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
(k)	Strike Date(s):	[●][Not Applicable] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
(l)	Observation Date(s)	[*specify*]
(m)	Observation Period	[*specify*]
(n)	Optional Additional Disruption Events:	[The following Optional Additional Disruption events apply to the Notes:] *(specify each of the following which applies)* [Increased Cost of Hedging] / [Index Cancellation] / [Jurisdiction Event] / [Extended Change of Law]
(o)	Consequences of an Additional Disruption Event or an Optional Disruption Event (Foreign Exchange (FX) Rate-Linked Note Condition 11)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] / [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)] [Not Applicable]

	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]
32.	**Underlying Interest Rate-Linked Redemption Notes:**	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) [The Underlying Interest Rate-Linked Note Conditions at Part 5 of the Conditions apply]
(a)	Underlying Interest Rate Determination Date(s):	[*specify*] (*If more than one Underlying Interest Rate is to be determined, include the following language: "Underlying Interest Rate$_1$:"*)
(b)	Manner in which the Underlying Interest Rate is to be determined:	[Screen Rate Determination/ISDA Determination]
(c)	Screen Rate Determination:	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this sub-paragraph*)
-	Primary Source for Underlying Interest Rate Quotation:	[Relevant Screen Page (Underlying)][Underlying Reference Banks]
-	Underlying Benchmark:	[LIBOR/EURIBOR/LIBID/LIMEAN]
-	Underlying Specified Duration:	[*specify*]
-	Relevant Screen Page (Underlying):	[*specify*][Not Applicable] *(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
-	Underlying Reference Banks:	[*specify four*]
-	Relevant Time (Underlying):	[*specify*]
(d)	ISDA Determination:	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this sub-paragraph*)
-	Floating Rate Option:	[*specify*]
-	Designated Maturity:	[*specify*]
-	Reset Date:	[*specify*]
-	Underlying Margin:	[*specify*]

(e)	CMS-Rate Determination	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this sub-paragraph*)
-	Specified Swap Rate:	[Swap rate/Annual swap rate/Semi-annual swap rate/ Quarterly swap rate/Quarterly-annual swap rate/Quarterly-quarterly swap rate]
-	Designated Maturity (CMS):	[*specify*]
-	Reference Maturity (CMS):	[*specify*]
-	Relevant Screen Page (CMS):	[*specify*]
-	Relevant Time:	[*specify*]
-	Underlying Margin:	[*specify*]
-	Fallback:	Paragraph 2 (ISDA Determination) of the Underlying Interest Rate Note Conditions shall apply [as if fewer than the minimum number of Underlying Reference Banks specified therein had quoted].
•	Floating Rate Option:	[*specify*]
•	Designated Maturity:	[*specify*]
•	Reset Date:	[*specify*]
(f)	Underlying Spread:	[[+/-[●]] per cent. per annum][Not Applicable]
(g)	Underlying Spread Multiplier:	[*specify*]
(h)	Delayed Redemption on Occurrence of a Disruption Event:	[Applicable] / [Not Applicable] [*if applicable:* Principal Protection Termination Amount: [Not Applicable] / [Applicable. The Principal Protection Termination Amount Percentage is [●] per cent.]
(i)	Optional Additional Disruption Events	[The following Optional Additional Disruption events apply to the Notes:] (*specify each of the following which applies*) [Increased Cost of Hedging]/ [Index Cancellation] / [Jurisdiction Event] / [Extended Change of Law]
(j)	Consequences of an Additional Disruption Event or an Optional Disruption Event (Underlying	

	Interest Rate-Linked Note Condition 11)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)] [Not Applicable]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]

33. **Early Redemption Amount**

(a)	Early redemption for taxation reasons (pursuant to Condition 5.2):		[Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph) and insert "do not apply" in paragraph 43 (Taxation*))
	(i)	Early Redemption Amount of each Note payable on redemption:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	(ii)	Payment of additional amounts in case of tax changes:	[Applicable] [Not Applicable, the Issuer will not pay any additional amount in case of tax changes]
	(iii)	Early redemption permitted:	[Only on an Interest Payment Date/At any time]
	(iv)	Minimum notice period:	[*insert period*] days
		Maximum notice period:	[*insert period*] days
(b)	Early redemption on event of default (pursuant to Condition 9.1):		
	(i)	Early Redemption Amount of each Note payable on early redemption:	[Principal Protected Amount: [100] [●] per cent. of its principal amount/Market Value [less Costs] [(which [does not] include[s] amounts in respect of accrued interest)]

(c)	Early redemption for Significant Alteration Event (Issuer) and Force Majeure (Issuer) pursuant to Condition 5.7):		
	(i)	Early Redemption Amount (Significant Alteration Event (Issuer))	[Highest Value /(Structured)] / [Highest Value (Vanilla)] / [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	(ii)	Monetisation Option (Significant Alteration Event (Issuer))	[Applicable] / [Not Applicable]
	(iii)	Early Redemption Amount Force Majeure ((Issuer))	[Highest Value (Structured)] / [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	(iv)	(Condition 5.7(c))	[Applicable] / [Not Applicable]
		Early Redemption Amount	[Highest Value (Structured)] / [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
(d)	Early redemption following a Capital Disqualification Event (pursuant to Condition 5.10):		[Applicable] / [Not Applicable]
	Early Redemption Amount of each Note [payable on early redemption]:		[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount][(including amounts in respect of accrued interest)]
	Monetisation Option (Capital Disqualification Event)		[Applicable] / [Not Applicable]
34.	Instalment Date(s) (if applicable):		[●][Not Applicable]
35.	Instalment Amount(s) (if applicable):		[●][Not Applicable]

36.	Unmatured Coupons to become void upon early redemption:	Unmatured Coupons will [not] become void upon the due date for redemption. (*Specify that Coupons will become void where the Notes are Fixed Rate Notes and the principal amount on issue is less than the aggregate interest payable thereon or if the Notes are not Fixed Rate Notes*)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

37.	Form of Notes:	Bearer Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [in the limited circumstances specified in the Permanent Global Note]/[on 60 days' notice]/[at any time]] [Temporary Global Note exchangeable for Definitive Notes on or after the Exchange Date] [Permanent Global Note exchangeable for Definitive Notes [in the limited circumstances specified in the Permanent Global Note]/[on 60 days' notice]/[at any time]] (*Insert this option for Notes issued by BNP Paribas Fortis SA/NV and cleared through the X/N System*) (*N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "[EUR] [100,000] and integral multiples of [EUR] [1,000] in excess thereof up to and including [EUR] [199,000].". Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes*) [Registered Notes in definitive form] [Dematerialised Notes]
38.	[New Global Note:](*delete if Registered Notes*)	[Applicable] / [Not Applicable] (*If "Not Applicable" is specified, ensure that "Not Applicable" is also specified for Eurosystem eligibility in the relevant paragraph of section 9 of Part B of these Final Terms, and if "Applicable" is specified, ensure that the appropriate specification is made thereto in respect of Eurosystem eligibility*)

39.	Business Day Jurisdictions for Condition 6.7 and any special provisions relating to payment dates:	[Not Applicable/*give details.*] (*Note that this item relates to the date and place of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest, to which item 17(a) relates*)
40.	Talons to be attached to Notes and, if applicable, the number of Interest Payment Dates between the maturity of each Talon:	[No/Yes, maturing every [27] Interest Payment Dates]
41.	Details relating to Redemption by Instalments: amount of each instalment, date on which each payment is to be made:	[Not Applicable/*give details*] (*with respect to dates, indicate whether they are subject to adjustment in accordance with the applicable Business Day Convention*)
42.	Exchange of Permanent Global Note for Definitive Notes at the request of the holder at the expense of:	[Not Applicable] [The Issuer/Noteholder if permitted by applicable law] (*Indicate which party will pay the costs of exchange for Definitive Notes at the request of the Noteholder*)
43.	Taxation:	The provisions of Condition 7 [do not] apply.
44.	Condition 10.3 (*Modification upon Significant Alteration Event (Issuer) or Force Majeure (Issuer)*):	[Applicable] / [Not Applicable]
45.	Essential Trigger (Condition 16.2 (*Jurisdiction*)):	[Applicable] / [Not Applicable]

THIRD PARTY INFORMATION

[[●] has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.][13]

Signed on behalf of the Issuer:

By: [*Director*]

By: [*Director*]

[13] Include where any information sourced from a third party has been reproduced, and provide necessary details.

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(a)	Listing and admission to trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange with effect from [●]] [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [the regulated market of][Euronext in Brussels] and/or [Euronext in Amsterdam] with effect from [●]] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange with effect from [●]] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [the regulated market of][Euronext in Brussels] and/or [Euronext in Amsterdam] with effect from [●]] [Not Applicable] (*Where documenting a fungible issue need to indicate that original securities are already admitted to trading.*)
(b)	[Estimates of total expenses related to admission to trading:	[●]][14] (*Only the estimated costs of listing should be included here*)

2. [RATINGS

Ratings:	[S & P: [●]] [Moody's: [●]] [Fitch: [●]] [[*insert legal name of any other rating agency*]: [●]] Each of [S&P], [Moody's] and [Fitch] is established and operating in the European Community and registered under the CRA Regulation, as set out within the list of registered CRAs by ESMA

[14] Do not include this information if the minimum denomination of the Notes is less than EUR100,000 (or its equivalent in another currency)

(http://esma.europa.eu/page/List-registered-and-certified-CRAs).

[[*insert legal name of any other rating agency*] is established and operating in the European Community and registered under the CRA Regulation, as set out within the list of registered CRAs dated by ESMA (http://esma.europa.eu/page/List-registered-and-certified-CRAs)] / [[*insert legal name of any other rating agency*] is established and operating outside the European Community and is certified in accordance with the CRA Regulation] / [[*insert legal name of any other rating agency*] is established and operating outside the European Community and the ratings assigned by it to the Notes have been endorsed by [*insert legal name of endorsing rating agency*], a rating agency that is established and operating in the European Community and registered under the CRA Regulation] / [[*insert legal name of any other rating agency*] is established and operating outside the European Community and is not registered under the CRA Regulation]

For the purposes of the above, "**S&P**" means [Standard & Poor's Ratings Services, a Division of the McGraw Hill Companies Inc.], "**Moody's**" means [Moody's Investors Service Limited], "**Fitch**" means [Fitch Ratings Ltd], and "**CRA Regulation**" means Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies

The above mentioned ratings are the credit ratings assigned to the Programme:	[Yes /No]
The above mentioned ratings are specific credit ratings only assigned to this Tranche of Notes:	[Yes /No]

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE[/OFFER]

Save [for any fees payable to the [Managers/Dealers]][[and] save for [●]], so far as the Issuer [and the Guarantor] [is/are] aware, no person involved in the issue[/offer] of the Notes has an interest material to the issue[/offer], including conflicting interests. [The Managers/Dealers] and other affiliates have engaged, and may in the future engage in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business. *– Amend as appropriate if there are other interests including, without limitation, any conflicting interests*

(*When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive*)

4. [REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES[15]

(a)	[Reasons for the offer	[The net proceeds from the issue of Notes will be used by the Issuer to meet part of its financing requirements and for general corporate purposes.] (*Insert for when BNPPF is the Issuer*) [The net proceeds from the issue of the Notes will be lent to the Guarantor, to be used by the Guarantor for its general corporate purposes] / [The net proceeds from the issue of the Notes will [also] be used to purchase securities issued by BNPPF] *Insert for when BP2F is the Issuer*)
(b)	Estimated net proceeds:	[●] (*If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.*)
(c)	Estimated total expenses:	[●] [*Include breakdown of expenses which are to be borne by the Noteholders. Expenses are required to be broken down into each principal "use" and presented in order of priority of such "uses"*] *(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, it is only necessary to include disclosure of net proceeds and total expenses to be borne by the Noteholders at (b) and (c) above where disclosure is included at (a) above)*]

5. [*Fixed Rate Notes only* **— YIELD** (*Only for Fixed Rate Notes, not relevant for Fixed to Floating Rate Notes or for Fixed to Variable Rate Notes or for variable redemption Notes*)

Indication of yield: [●]][16]

6. [*Floating Rate Notes and Underlying Interest Rate-Linked Notes* **— HISTORIC INTEREST RATES]**[17]

Details of historic [LIBOR/EURIBOR/LIBID/LIMEAN] rates can be obtained from [Reuters].]

[15] Include this information only where the Notes have a denomination of less than EUR 100,000 or if the Notes are derivative securities to which Annex XII of the Prospectus Regulation applies.
[16] Not required if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.
[17] Include this information only where the Notes have a denomination of less than EUR 100,000 or if Underlying Interest Rate-Linked Notes.

7. [**PERFORMANCE OF [RATES OF EXCHANGE/INFLATION INDEX/FOREIGN EXCHANGE (FX) RATE] – EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING** *(TO BE INCLUDED FOR DERIVATIVE SECURITIES TO WHICH ANNEX XII TO THE PROSPECTIVE DIRECTIVE REGULATIONS APPLIES)*][18]

(*When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive*)

[The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained]*] [does not intend to provide post-issuance information] (including information about corporate actions or other events affecting the underlying and adjustments or substitutions to the underlying resulting therefrom), except if required by any applicable laws and regulations]

(a)	[Name of inflation index/exchange rate]	[*specify*]
(b)	[Information on inflation index /exchange rate can be obtained from:]	[*specify*]
(c)	The underlying is a basket of underlyings:	[*disclosure of relevant weightings of each underlying in the basket*]
(d)	Information on past and future performance and volatility of [*inflation index/exchange rate/interest rate*] can be obtained from:	[*specify*]

[*Where the underlying is not an inflation index/exchange rate need to include equivalent information. Include other information concerning the underlying required by Paragraph 4.2 of Annex XII of the Prospectus Directive Regulation*]

[*If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, an example(s) of how the value of the investment is affected by the value of the underlying may be included*]

8. DISTRIBUTION

(a)	If syndicated, names [and addresses] of Dealers/Managers [and underwriting commitments]:	[Syndicated/Non-syndicated] [*Not Applicable/give names [and addresses and underwriting commitments]*] (*Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts"*

[18] Notes will constitute derivative securities for the purposes of the Prospectus Directive where (i) the Final Redemption Amount is linked to an underlying (whether a reference index, rate or otherwise) and (ii) may be less than 100 per cent. of the nominal value.

		basis if such entities are not the same as the Dealers/Managers)
(b)	[Date of [Subscription] Agreement:]	[●]
(c)	Stabilisation Manager (if any):	[Not Applicable/*give name*]
(d)	If non-syndicated, name [and address] of relevant Dealer:	[*Name [and address]*[19]*]
(e)	[Total commission and concession:	[●] per cent. of the Aggregate Principal Amount]
(f)	Reg. S Compliance Category and whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable:	Reg. S Compliance Category 2; [TEFRA D/TEFRA C/TEFRA not applicable]
(g)	Non-exempt Offer [where there is no exemption from the obligation under the Prospectus Directive to publish a Prospectus]:	[Applicable] [Not Applicable] (*If not applicable, delete the remaining placeholders of this paragraph (g) and also paragraph 10 below*)
	Non-exempt Offer Jurisdictions:	[*Specify relevant Member State(s) where the issuer intends to make Non-exempt Offers (where the Base Prospectus lists the Non-exempt Offer Jurisdictions, select from the list), which must therefore be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)*]
	Offer Period	[*Specify date*] until [*specify date or a formula such as "the issue date" or "the date which falls [●] Business Days thereafter"*]
	Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the conditions in it:	[*Insert names and addresses of financial intermediaries receiving consent (specific consent)*]
	General Consent:	[Not Applicable][Applicable]
	Other Authorised Offeror Terms:	[Not Applicable][*Add here any other Authorised Offeror Terms*] (*Authorised Offeror Terms should only be included here where General Consent is applicable*.) (*N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a Non-exempt Offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt Offers may only be made into jurisdictions in which*

[19] Only applicable for Notes with a denomination per unit of less than EUR 100,000.

the base prospectus (and any supplement) has been notified/passported)

(h)	Selling and transfer restrictions for X/N Notes:	[None (any investor) / Eligible Investors only / Not Applicable] [*In respect of X/N Notes denominated in foreign currencies*: no transfer permitted between NBB participants during 1 Brussels Business Day preceding any payment date of the relevant X/N Note]
(i)	[Prohibition of Sales to EEA Retail Investors:	[Applicable. Restrictions on sales to EEA Retail Investors apply at all times – see further the legend entitled "Prohibition of Sales to EEA Retail Investors" on the first page of this document.] [Not Applicable.] (*If the Notes may constitute "packaged" products, "Applicable" should be specified, unless a key information document (KID) relating to the Notes has been prepared.*)

9. OPERATIONAL INFORMATION

(a)	ISIN:	[●]
(b)	Common Code:	[●]
(c)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Not Applicable/Yes/No] [Note that the designation "Yes" simply means that the Notes are intended upon issue to be deposited with Euroclear or Clearstream, Luxembourg as common safe-keeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria] (*Include this text if "Yes" selected in which case the Notes must be issued in NGN form*) [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met]

(d)	X/N Note intended to be held in a manner which would allow Eurosystem eligibility[20]:	[Not Applicable/Yes/No] [Note that the designation "Yes" simply means that the X/N Notes are intended upon issue to be deposited with the National Bank of Belgium and does not necessarily mean that such X/N Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria] (*Include this text if "Yes" selected*) [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with the National Bank of Belgium. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met]
(e)	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	[X/N System (*give numbers*)/Not Applicable/*give name(s) and number(s)*]
(f)	Delivery:	Delivery [against/free of] payment
(g)	Principal Paying Agent:	[Fiscal Agent/Alternative Principal Paying Agent]
(h)	Names and addresses of additional Paying Agent(s) (if any), including any required Paying Agent in France:	[●] [Not Applicable]
(i)	Name [and address] of Calculation Agent:	[BNP Paribas Securities Services, Luxembourg Branch/BNP Paribas Fortis SA/NV/the Dealer/*any other third party*] [Not Applicable] [Calculation Agent address for the purpose of the Noteholder Account Information Notice: [*specify*]]
(j)	Total amount of the offer:	[●] [*If the amount is not fixed, insert:* The Issuer will, as soon as reasonably practicable after the end of the Offer Period, publish a notification on the website of the Luxembourg Stock Exchange (www.bourse.lu)

[20] Only applicable in relation to X/N Notes issued by BNP Paribas Fortis SA/NV

		setting out the total amount of the offer in respect of each Series of Notes in accordance with Article 8 of the Prospectus Directive]
(k)	Deemed delivery of clearing system notices:	[Any notice delivered to Noteholders through the clearing systems would be deemed to have been given on [the [second] [business] day after] the day on which it was given to [Euroclear and Clearstream, Luxembourg] [the relevant clearing system[s]]] [As set out in the relevant global Note]]
(l)	Names and addresses of any relevant Listing Agents:	[Not Applicable / *give details*]] (*Note: a listing agent is required to be appointed in relation to listing of any Series of Notes on Euronext Amsterdam and/or Euronext Brussels*)

10. TERMS AND CONDITIONS OF THE OFFER [Applicable] / [Not Applicable]

(*Delete the following sub-paragraphs if sub-paragraph 8(g) above is specified to be Not Applicable because there is no Non-exempt Offer*)

(a)	[Offer Price:	[Issue Price] [*specify*]
(b)	Conditions to which the offer is subject:	[The Issuer reserves the right to withdraw the present offer, if the minimum amount is not placed or if there are market or other disruptions not enabling a smooth settlement of the Notes, as determined by the Issuer /*Not Applicable*/[*other*]]
(c)	Description of the application process:	[Not Applicable/*give details*]
(d)	Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable/*give details*]
(e)	Details of the minimum and/or maximum amount of application:	[Not Applicable/*give details*]
(f)	Details of the method and time limits for paying up and delivering the Notes:	[Not Applicable/*give details*]
(g)	Manner in and date on which results of the offer are to be made to the public:	[Not Applicable/*give details*]
(h)	Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable/*give details*]

(i)	Whether tranche(s) have been reserved for certain countries:	[Not Applicable/*give details*]
(j)	Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made;	[Not Applicable/*give details*]
(k)	Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable/*give details*]
(l)	Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.	[The Authorised Offerors identified in paragraph 8 above and identifiable from the Base Prospectus /None/*give details*]]
(m)	Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment, and/or the name and address of any specialist broker in France (where applicable):	[Name/*give details*]]

11. EU BENCHMARKS REGULATION

EU Benchmarks Regulation: Article 29(2) statement on benchmarks:	[Applicable: Amounts payable under the Notes are calculated by reference to [*insert name[s] of the Relevant Benchmark* specified in the table below], which [is/are] provided by [*insert name[s] of the Administrator(s)*/the Administrators specified in the table below (*if more than one, specify in relation to each Relevant Benchmark*)]. [As at the date of these Final Terms, [*insert name[s] of the Administrator(s)* the [relevant] Administrator[s]] [[is/are] not included]/[[is/are] included] [as the case may be,] included in the register of Administrators and Benchmarks established and maintained by the European Securities and Markets Authority [("**ESMA**")] pursuant to article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) [(the "**BMR**")][, as specified in the table below]. [As far as the relevant Issuer is aware, [[*insert name of the Relevant Benchmark*] [does/do] not fall within the scope of the BMR by virtue of Article 2 of the BMR.]/[the transitional provisions in Article 51 of the BMR apply, such that the Administrator is not currently required to obtain

authorisation/registration[, as specified in the table below].] [*repeat as necessary or insert necessary information in a table below*]]

[Not applicable]]

[Benchmark	Administrator	Register	Other Information
[●]	[●]	[●]	[●]]

12. [**MiFID II Product Governance/Target Market Assessment**

Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes, taking into account the five categories in item 18 of the Guidelines published by ESMA on 5 February 2018 (as updated from time to time), has led to the conclusion that: (i) the target market for the Notes is eligible counterparties[,] [and] professional clients [and retail clients], each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; [and (ii) all channels for distribution of the Notes are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]]/[(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate – [investment advice][,/ and] [portfolio management][,/ and][non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]].]

[SUMMARY OF THE NOTES

[***issue-specific summary to be inserted in relation to each issue of Non-exempt Notes with a denomination of less than EUR100,000 (or its equivalent in another currency)***]]

FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES ONLY

This section applies to Exempt Notes only. It provides a template of the Pricing Supplement which will be completed with the issue specific details of the relevant Tranche of Notes. When completed, the Pricing Supplement should be read in conjunction with the terms and conditions applicable to the relevant Notes as described above. The Pricing Supplement may amend, modify and/or supplement provisions set out in such terms and conditions, subject to the requirements of any relevant stock exchange or quotation system.

FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES ONLY

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC FOR THE ISSUE OF NOTES DESCRIBED BELOW.

Pricing Supplement dated [●]

[BNP PARIBAS FORTIS SA/NV

(incorporated as a public company with limited liability (société anonyme/naamloze vennootschap) under the laws of Belgium, having its registered office in Montagne du Parc 3, B-1000 Brussels, and registered with the register of legal entities of Brussels under enterprise No. 0403.199.702]

[BNP PARIBAS FORTIS FUNDING

(incorporated as a société anonyme under the laws of the Grand Duchy of Luxembourg, having its registered office at 19, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and registered with the Registry of Commerce and Companies of Luxembourg under No. B 24.784)]

Issue of [*Aggregate Principal Amount of Tranche*] [*Title of Notes*]
[Guaranteed by BNP PARIBAS FORTIS SA/NV]
under the
Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

[**PRIIPs REGULATION – PROHIBITION OF SALES TO EEA RETAIL INVESTORS -** The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of [Directive 2014/65/EU (as amended, "**MiFID II**")]; or (ii) a customer within the meaning of Directive 2002/92/EC ("**IMD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "**Prospectus Directive**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.][1]

[MIFID II product governance / [Professional investors and ECPs only target market][Retail investors, professional investors and ECPs target market] – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes, taking into account the five categories in item 18 of the Guidelines published by ESMA on 5 February 2018 (as updated from time to time), has led to the conclusion that: (i) the target market for the Notes is eligible counterparties[,] [and] professional clients [and retail clients], each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; [and (ii) all channels for distribution of the Notes are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]]/[(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate – [investment advice][,/ and] [portfolio management][,/ and][non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment)

[1] Include if "Prohibition of Sales to EEA Retail Investors" is specified as applicable.

and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable. The target market assessment is valid for the Offer Period only.][2]

Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. The expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in a relevant Member State of the European Economic Area.

This document constitutes the Pricing Supplement relating to the issue of Notes described herein and must be read in conjunction with the Base Prospectus dated 6 June 2018 [as supplemented by the supplement[s] dated [*date[s]*]] (the "**Base Prospectus**").

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus [dated [*original date*] [and the supplement[s] dated [*date[s]*]] which are incorporated by reference in the Base Prospectus][3]. Full information on the Issuer[, the Guarantor] and the Notes described herein is only available on the basis of a combination of this Pricing Supplement and the Base Prospectus. The Base Prospectus [and the supplement[s] to the Base Prospectus[4]] may be obtained from BNP Paribas Fortis Funding at 19, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and BNP Paribas Fortis SA/NV at Montagne du Parc 3, B-1000 Brussels and from the Fiscal Agent, BNP Paribas Securities Services, Luxembourg Branch at 60, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg [and [is][are] available for viewing on the website of the Luxembourg Stock Exchange [if Exempt Notes are listed on the Euro MTF]].

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

An investment in the Notes involves certain risks. Prospective investors should carefully consider the risk factors included in the Base Prospectus and any complementary risk considerations included in this Pricing Supplement prior to investing in the Notes. Each prospective investor should also carefully consider the tax considerations relating to the Notes included in the Base Prospectus and any other up-to-date tax considerations that would be relevant for such prospective investor.

Moreover, prospective investors and purchasers of Notes must inform themselves about all the relevant applicable and up-to-date restrictions, including but not limited to, selling and transfer restrictions relating to the Notes, prior to investing in the Notes.

In case of any doubt about the functioning of the Notes or about the risk involved in purchasing the Notes, prospective investors should consult a specialised financial advisor or abstain from investing. Each prospective purchaser of Notes must determine his investment decision based on its own independent review of the information included in the Base Prospectus and in this Pricing Supplement.

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing this Pricing Supplement*]

[2] Include at the option of Issuer, or if agreed between the Dealer(s) and the Issuer(s).
[3] Only include this language where it is a fungible issue and the original tranche was issued under a Base Prospectus with a different date.
[4] Only include details of a supplement to the Base Prospectus in which the Conditions have been amended for the purposes of all issues under the Programme.

1.	(a)	Issuer:	[BNP Paribas Fortis SA/NV/BNP Paribas Fortis Funding]
	(b)	Guarantor:	[BNP Paribas Fortis SA/NV] [Not Applicable]
2.	(a)	Series Number:	[●]
	(b)	Tranche Number:	[●]
	(c)	Date on which the Notes will be consolidated and form a single Series:	[The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [●] below, which is expected to occur on or about [*date*]][Not Applicable]
3.	(a)	Specified Currency:	[●] (*Specify the currency in which the Notes are denominated*)[5]
	(b)	Settlement Currency:	[●]
		(*If the Notes are not Dual Currency Notes, delete the remaining sub-paragraph of this paragraph*)	
		[Specified Exchange Rate:	[*specify set exchange rate*][Not Applicable] (*Specified Exchange Rate should be completed if the exchange rate is set up-front*)
		Settlement Currency Exchange Rate:	[Not Applicable]/[the exchange rate at [*specify time*], expressed as the amount of [*specify currency*] for which one [*specify currency unit*] may be exchanged by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent)]/[the exchange rate obtained by multiplying (i) [*specify first exchange rate*] and (ii) [*specify second exchange rate*], with [*specify first exchange rate*] expressed as the amount of [*specify currency*] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent) at [*specify time*] and [*specify second exchange rate*] expressed as the amount of [*specify currency*] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent) at [*specify time*]]
		Reference Dealers	[●]

[5] X/N Notes may be denominated in any currency, provided that X/N Notes in such currency may be cleared and settled in the X/N System and subject to compliance with all applicable legal and/or regulatory and/or central bank requirements

	Settlement Currency Exchange Rate Observation Date:	[●] Business Days (*Settlement Currency Exchange Rate Provisions not required if the Specified Currency and the Settlement Currency are the same*)
	Reference Jurisdiction:	[*specify*]
	Account Information Cut-off Date:	[[20/[●]] [calendar days] following receipt of the Issuer Account Information Notice][*specify*]
	Final Account Information Cut-off Date:	[[40/[●]] [calendar days] following deemed receipt of the Issuer Account Information Notice][*specify*]]
(c)	FX Settlement Disruption Event (Condition 6.10)	[Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	FX Settlement Disruption Currency	[USD] / [EUR]
	Deduction of FX Settlement Disruption Expenses (Condition 6.10(b)(B))	[Applicable] / [Not Applicable]
4. Form:		[Bearer Notes][Exchangeable Bearer Notes][Registered Notes][Dematerialised Notes]
5. Aggregate Principal Amount:		
(a)	Series:	[●]
(b)	Tranche:	[●]
6. Issue Price:		[●] per cent. of the Aggregate Principal Amount of the Tranche [plus accrued interest from [*insert date*] (*in the case of fungible issues only, if applicable*) [which will be payable in the Settlement Currency at the Settlement Currency equivalent of such amount determined by reference to the Initial FX Rate. Where: "**Initial FX Rate**" means [*specify*]/ [the exchange rate at [*specify time*] on the [[●] Business Day prior to the Issue Date], expressed as the amount of [*specify currency*] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent), **provided that** if such source is not available, any such rate of exchange may be determined by the Calculation Agent [by reference to such sources as it considers to be appropriate]]/[the exchange rate obtained by multiplying (i) [*specify first exchange rate*] and (ii) [*specify second exchange rate*], with [*specify first exchange rate*] expressed as the amount of [*specify*

currency] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent) at [*specify date/time*] and [*specify second exchange rate*] expressed as the amount of [*specify currency*] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent) at [*specify date/time*] **provided that** if any such source is not available, any such rate of exchange may be determined by the Calculation Agent [by reference to such sources as it considers to be appropriate]]

7. Specified Denominations and Units:

(a) Specified Denomination(s): [●]

(b) Calculation Amount: [●]

(*The applicable Calculation Amount (which is used for the calculation of interest and redemption amounts) will be (i) if there is only one Specified Denomination, the Specified Denomination of the relevant Notes or (ii) if there are several Specified Denominations, the highest common factor of those Specified Denominations (note: there must be a common factor in the case of two or more Specified Denominations)*)

(c) [Trading in Units: [Applicable] / [Not Applicable]

(*If Trading in Units is specified as being Applicable then the Notes will be tradeable (only whilst such Notes are in global form and interests therein are reflected in the records of the Relevant Clearing Systems) by reference to the number of Notes being traded (each having the Specified Denomination) as opposed to the aggregate principal amount of Notes being traded. [Trading in Units may only be specified as being Applicable if the Notes have a single Specified Denomination]*)

(d) [Minimum Trading Size: [*specify*]]

(e) [Minimum Subscription Amount [*specify*]]

8. (a) Issue Date: [●]

(b) Interest Commencement Date: [*specify*/Issue Date/Not Applicable]

(*N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes*)

(c) Trade Date: [●]

9. Maturity Date: [●], [subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention/[The Interest Payment Date falling in or nearest to [*specify month and year*]]

[The Notes are Junior Subordinated Notes and accordingly have no Maturity Date]

(*If the Notes issued have a maturity of less than one year and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, (i) the Notes must have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be sold only to "professional investors" or (ii) another applicable exemption from section 19 of the FSMA must be available*)

(*See Condition 5.1 in respect of Subordinated Tier 2 Notes*)

10. Interest Basis: [Not Applicable]

[[●] per cent. Fixed Rate]

[[[*specify reference rate*] +/- [●]] Floating Rate]

[Zero Coupon]

[Inflation Index-Linked Interest]

[Foreign Exchange (FX) Rate-Linked Interest

[Underlying Interest Rate-Linked Interest]

[Non Interest Bearing]

[Rate: [Fixed]

[Floating Rate]]

[and Dual Currency Interest Notes] (*If the Notes are Dual Currency Interest Notes, another Interest Basis must always be specified*)

[*specify other*]

		[further particulars specified below]
11.	Redemption Amount:	[[100][●] per cent. of its principal amount] [Inflation Index-Linked Redemption] [Foreign Exchange (FX) Rate-Linked Redemption] [Underlying Interest Rate-Linked Redemption] [and Dual Currency Redemption Notes] [*specify other*] [further particulars specified below]
12.	Change of Interest or Redemption Amount:	[*Specify details of any provision for convertibility of Notes into another interest or redemption/payment basis*][Not Applicable]
13.	Terms of redemption at the option of the Issuer/Noteholders or other Issuer's/Noteholders' option:	[●] [further particulars specified below]
14.	[(a)] Status of the Notes:	[Senior / Senior Subordinated / Junior Subordinated[6] / Subordinated Tier 2 Notes] [Capital Disqualification Event Variation: applicable](*Only relevant in the case of Subordinated Tier 2 Notes*)
	(b) [Status of the Guarantee:	[Senior / Senior Subordinated / Junior Subordinated / Not Applicable]][7]
	(c) Waiver of Sett-off	[Applicable] / [Not Applicable]
15.	Calculation Agent responsible for calculating interest and/or redemption amounts due:	[Applicable] / [Not Applicable]
16.	Knock-in Event[8] :	[Applicable] / [Not Applicable] [*If applicable:* [Foreign Exchange (FX) Rate-Linked Note Conditions 1 and 5 shall apply][Underlying Interest Rate-Linked Note Condition 8 shall apply]] [*If applicable:* ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"]]

[6] In the case of Junior Subordinated Notes, include an option by the Issuer or (in the case of Notes issued by BP2F) the Guarantor to redeem the Notes no later than 10 years after the Issue Date, and subsequently, at least once every 10 years.

[7] Add the following language if Board (or similar) authorisation is required for the particular tranche of notes or related guarantee (delete accordingly where the Issuer is BNP Paribas Fortis SA/NV: Date of [BP2F's Board and Guarantor's BNP Paribas Fortis SA/NV's Management Committee approval for issue of Notes [and Guarantee] obtained: [●] [and [●], respectively]

[8] Only applicable in relation to Foreign Exchange (FX) Rate-Linked Notes and Underlying Interest Rate-Linked Notes.

(*If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(a) Knock-in Level/Knock-in Range Level: [*specify*]/[[From and including/From but excluding][*specify*][to and including/to but excluding][*specify*]][FX Knock-in Level:

[Knock-in Average Value

Knock-in Averaging Dates: [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]

[Single Resettable Knock-in

Knock-in Observation Date: [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]

Resettable Adjustment: [+/-][●]]

[Multiple Resettable Knock-in

Resettable Knock-in Period: [●]

Knock-in Observation Date(s): [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]

Resettable Adjustment: [+/-][●]]]

(b) Knock-in Period Beginning Date: [*specify*]

(c) Knock-in Period Beginning Date Convention: [Applicable/Not Applicable]

(d) Knock-in Determination Period: [*specify*]/[See definition in [Foreign Exchange (FX) Rate-Linked Note Condition 5][Underlying Interest Rate-Linked Note Condition 8]]

(e)	Knock-in Determination Day(s):	[*specify*]/[Each [Scheduled Trading Day/Business Day] in the Knock-in Determination Period]
(f)	Knock-in Period Ending Date:	[*specify*]
(g)	Knock-in Period Ending Date Day Convention:	[Applicable/Not Applicable]
(h)	Knock-in Valuation Time:	[*specify*]/[See definition in [Foreign Exchange (FX) Rate-Linked Note Condition 5][Underlying Interest Rate-Linked Note Condition 8]]/[Valuation Time]/[Any time on a Knock-in Determination Day]/[Not Applicable]
(i)	Disruption Consequences:	[Applicable] / [Not Applicable]

17. Knock-out Event[9]: [Applicable] / [Not Applicable]

[*If applicable:* [Foreign Exchange (FX) Rate-Linked Note Conditions 1 and 5 shall apply][Underlying Interest Rate-Linked Note Condition 8 shall apply]]

[*If applicable:*

["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"]]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(a) Knock-out Level /Knock-out Range Level: [*specify*] [[From and including/From but excluding][*specify*][to and including/to but excluding][*specify*]]/[FX Knock-out Level:

[Knock-out Average Value

Knock-out Averaging Dates: [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]

[Single Resettable Knock-out

Knock-out Observation Date: [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency

[9] Only applicable in relation to Foreign Exchange (FX) Rate-Linked Notes and Underlying Interest Rate-Linked Notes.

Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]

Resettable Adjustment: [+/-][●]]

[Multiple Resettable Knock-out

Resettable Knock-out Period: [●]

Knock-out Observation Date(s): [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]

Resettable Adjustment: [+/-][●]]]

(b)	Knock-out Period Beginning Date:	[*specify*]
(c)	Knock-out Period Beginning Date Convention:	[Applicable] / [Not Applicable]
(d)	Knock-out Determination Period:	[*specify*]/[See definition in [Foreign Exchange (FX) Rate-Linked Note Condition 5][Underlying Interest Rate-Linked Note Condition 8]]
(e)	Knock-out Determination Day(s):	[*specify*]/[Each [Scheduled Trading Day/Business Day] in the Knock-out Determination Period]
(f)	Knock-out Period Ending Date:	[*specify*]
(g)	Knock-out Period Ending Date Convention:	[Applicable] / [Not Applicable]
(h)	Knock-out Valuation Time:	[*specify*]/[See definition in [Foreign Exchange (FX) Rate-Linked Note Condition 5][Underlying Interest Rate-Linked Note Condition 8]] [Any time on a Knock-out Determination Day]/[Valuation Time]/[Not Applicable]
(i)	Disruption Consequences:	[Applicable/Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

18. **General Interest Provisions:**

(a)	[Interest Payment Date(s)]/[Specified Period[10]]:	[*specify period*] [[●] in each year] [adjusted in accordance with the Business Day Convention as set out in (d) below] [for the purpose of payment only[11]] *or* [Not subject to adjustment, as the Business Day

[10] Relevant for Floating Rate Notes only

[11] Insert "for the purpose of payment only" if the accrual periods are not subject to adjustment in the same manner as the payment dates.

		Convention in (d) below is specified to be Not Applicable] (*If applicable, identify any Additional Business Centre(s) for the purposes of determining interest payment days*)
(b)	Interest Period Date(s):	[[●] [adjusted in accordance with the Business Day Convention set out in (d) below] *or* [Not subject to adjustment as the Business Day Convention in (d) below is specified to be Not Applicable]][As per Condition 4.10]][12]
(c)	Day Count Fraction:	[[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/365(Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]]
(d)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
(e)	[Interest Accrual Period:	[●][As per Condition 4.10]][13] (*If applicable, identify any Additional Business Centre(s) for the purpose of interest accrual periods*)
(f)	Minimum Interest Rate:	[[●] per cent. per annum]/[Not Applicable]/[As per Condition 4.6]]
(g)	Maximum Interest Rate:	[[●] per cent. per annum]/[Not Applicable]]
(h)	Accrual to Redemption:	[Applicable]/[Not Applicable]
(i)	Interest Rate:	[*If applicable:* Payout Conditions 1(a), 1(b), 1(f) and 2 apply] [Fixed Rate – see item 19 below] [Floating Rate – see item 20 below] [[Inflation Index/Foreign Exchange (FX) Rate/Underlying Interest Rate]-Linked Interest] [Fixed Income Interest Rates: [**FI Digital Coupon applicable (see Payout Condition 1(a)(i)):** FI Upper Barrier Level: [[*specify*] per cent.] / [*insert level*] (*specify for each Underlying Reference*)

[12] Relevant for Floating Rate Notes only
[13] Relevant for Floating Rate Notes only

[FI Lower Barrier Level: [[*specify*] per cent.]/[*insert level*] (*specify for each Underlying Reference*)

FI Digital Coupon Condition: [greater than / less than / equal to or greater than / less than or equal to] (*specify for each Underlying Reference*) the FI Upper Barrier Level [[and/or] [greater than / less than / equal to or greater than / less than or equal to] (*specify for each Underlying Reference*) the FI Lower Barrier Level]

[Underlying Reference 2: [Applicable/Not Applicable]]

Gearing A: [●] per cent.

Global Cap A: [●] per cent.

Global Floor A: [●] per cent.

Constant A: [●] per cent.

Gearing B: [●] per cent.

Global Cap B: [●] per cent.

Global Floor B: [●] per cent.

Constant B: [●] per cent.

FI Rate A: [Rate/Inflation Rate]

FI Rate B: [Rate/Inflation Rate] (*FI Rate A and FI Rate B should either both specify Rate or both specify Inflation Rate*)

[Inflation Rate: [YoY Inflation Rate / Cumulative Inflation Rate]

[Strike Date: [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]

FI Interest Valuation Date(s): [*Specify*]]

[**Range Accrual Coupon applicable (see Payout Condition 1(a)(ii))**:

Gearing: [●] per cent.

Global Margin: [●] per cent.

Global Cap: [●] per cent.

Global Floor: [●] per cent.

Local Cap: [●] per cent.

Local Floor: [●] per cent.

FI Rate: [Rate/Inflation Rate]

[Inflation Rate: [YoY Inflation Rate/Cumulative Inflation Rate]

Strike Date: [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]

[Range Accrual Coupon Barrier Level Up: [*specify*] per cent. (*specify for each Underlying Reference*)

Range Accrual Coupon Barrier Level Down: [*specify*] per cent.] (*specify for each Underlying Reference*)

Range Accrual Coupon Condition: [greater than / less than / equal to or greater than / less than or equal to] (*specify for each Underlying Reference*) the Range Accrual Coupon Barrier Level Down [[and/or] [greater than / less than / equal to or greater than / less than or equal to] (*specify for each Underlying Reference*) the Range Accrual Coupon Barrier Level Up]

[Underlying Reference 2: [Applicable/Not Applicable]]

Range Period: [*specify*]

Range Accrual Day: [Scheduled Trading Day/Business Day/Underlying Interest Rate Determination Date/calendar day]

Deemed Range Accrual: [Applicable] / [Not Applicable]

[Range Cut-off Date: [*specify*]

Range Period End Date; [●]]

FI Interest Valuation Date(s): [●]]

[**Combination Floater Coupon applicable (see Payout Condition 1(a)(iii))** :

Global Cap: [●] per cent.

Global Floor: [●] per cent.

Global Margin: [*specify*] per cent. per annum

Local Cap: [●] per cent.

Local Floor: [●] per cent.

Gearing: [*specify*] per cent. For $Rate_{[(i)]}$ (*repeat for each Rate*)

FI Rate: [Rate/Inflation Rate]

[Inflation Rate: [YoY Inflation Rate/Cumulative Inflation Rate]

Strike Date: [●]]

FI Interest Valuation Date(s): [●]]

[**PRDC Coupon applicable (see Payout Condition 1(a)(iv)) :**

Coupon Percentage 1: [●] per cent.

Coupon Percentage 2: [●] per cent.

Cap: [●] per cent.

Floor: [●] per cent.

[FI Interest Valuation Date(s): [*specify*]]

[Averaging: [Applicable] / [Not Applicable]

[Averaging Dates: [*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to*

	Foreign Exchange (FX) Rate-Linked Notes)]]
Initial Settlement Price:	[[●]/
[Initial Closing Value:	
Strike Date:	[●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/
[Initial Average Value:	
Strike Days:	[●]
[Averaging Date Consequences:	[Applicable] / [Not Applicable]
Strike Period:	[●]]]

[**FI Digital Floor Coupon applicable (see Payout Condition 1(a)(v))**:

Digital Floor Percentage 1:	[●] per cent.
Digital Floor Percentage 2:	[●] per cent.
FI Digital Value:	[Performance Value/Worst Value/Best Value/Multi-Basket Value/Weighted Average FI Basket Value]
Performance Value:	Performance Value [1/2/3/4/5/6/7/8/9/10]
[FI Weighting:	[●]]
[G:	[*specify percentage per Underlying Reference*]]
FI Digital Floor Level:	[[●]/
[FX Digital Level:	

[FX Digital Average Value:	
FX Averaging Dates:	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/
[Single Resettable Level:	
FX Digital Observation Date(s):	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
Resettable Adjustment:	[+/-][●]]
[Multiple Resettable Level:	
Resettable Period:	[*specify*]
FX Digital Observation Date(s):	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
Resettable Adjustment:	[+/-] [●]]]
FI Interest Valuation Date(s):	[*specify*]

[Averaging:	[Applicable] / [Not Applicable]
[Averaging Dates:	[specify] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]
Initial Settlement Price:	[[●]/
[Initial Closing Value:	
Strike Date:	[●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/
[Initial Average Value:	
Strike Days:	[●]
Averaging Date Consequences:	[Applicable] / [Not Applicable]
Strike Period:	[●]]]

[**FI Digital Cap Coupon applicable (see Payout Condition 1(a)(vi)):**

Digital Cap Percentage 1:	[●] per cent.
Digital Cap Percentage 2:	[●] per cent.
FI Digital Value:	[Performance Value/Worst Value/Best Value/Multi-Basket Value/Weighted

	Average FI Basket Value]
Performance Value:	Performance Value [1/2/3/4/5/6/7/8/9/10]
[FI Weighting:	[●]]
[G:	[*specify percentage per Underlying Reference*]]
FI Digital Cap Level:	[[●]/
[FX Digital Level:	
[FX Digital Average Value:	
FX Averaging Dates:	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/
[Single Resettable Level:	
FX Digital Observation Date(s):	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
Resettable Adjustment:	[+/-][●]]
[Multiple Resettable Level:	
Resettable Period:	[*specify*]

FX Digital Observation Date(s):	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
Resettable Adjustment:	[+/-] [●]]
FI Interest Valuation Date(s):	[*specify*]
[Averaging:	[Applicable] / [Not Applicable]
[Averaging Dates:	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]
Initial Settlement Price:	[[●]/
[Initial Closing Value:	
Strike Date:	[●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/
[Initial Average Value:	
Strike Days:	[●]

Averaging Date Consequences:	[Applicable] / [Not Applicable]
Strike Period:	[●]]]
[**FI Target Coupon Notes (see Payout Condition 1(a)(vii))**:	
Target Coupon Percentage:	[●] per cent.
Target Determination Date:	[*specify*]
[**FI FX Vanilla Notes (see Payout Condition 1(a)(viii)):**	
Gearing:	[●] per cent.
Cap:	[●] per cent.
Floor:	[●] per cent.
Performance Value:	Performance Value [1/2/3/4/5/6/7/8/9/10]
FI Redemption Valuation Dates:	[*specify*]
Averaging:	[Applicable] / [Not Applicable]
Averaging Dates:	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
Initial Settlement Price:	[[●]]/
[Initial Closing Value:	
Strike Date:	[●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding

	Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]
[Initial Average Value:	
Strike Days:	[●]
[Averaging Date Consequences:	[Applicable] / [Not Applicable]
Strike Period:	[●]]]

[**FI Digital Plus Coupon Notes (see Payout Condition 1(a)(ix)) :**

Digital Plus Percentage 1:	[●] per cent.
Digital Plus Percentage 2:	[●] per cent.
Gearing:	[●] per cent.
FI Digital Value:	[Performance Value/Worst Value/Best Value/Multi-Basket Value/Weighted Average FI Basket Value]
Performance Value:	Performance Value [1/2/3/4/5/6/7/8/9/10]
[FI Weighting:	[●]]
[G:	[*specify percentage per Underlying Reference*]]
FI Digital Plus Level:	[[●]/
[FX Digital Level:	
[FX Digital Average Value:	
FX Averaging Dates:	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention]

	(*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/
[Single Resettable Level:	
FX Digital Observation Date(s):	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
Resettable Adjustment:	[+/-][●]]
[Multiple Resettable Level:	
Resettable Period:	[*specify*]
FX Digital Observation Date(s):	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
Resettable Adjustment:	[+/-] [●]]
FI Redemption Valuation Date(s):	[*specify*]
[Averaging:	[Applicable] / [Not Applicable]
[Averaging Dates:	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to*

Foreign Exchange (FX) Rate-Linked Notes)]]

Initial Settlement Price: [[●]/

[Initial Closing Value:

Strike Date: [●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]]/

[Initial Average Value:

Strike Days: [●]

[Averaging Date Consequences: [Applicable] / [Not Applicable]

Strike Period: [●]]]

[Rate:

[Fixed Rate – see item 19 below]

[Floating Rate – see item 20 below]]

19. **Fixed Rate Note Provisions** [Applicable] / [Not Applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(*If more than one fixed rate is to be determined, repeat items (a) to (d) for each such rate and, if FI Digital Coupon is applicable, distinguish between the Rate which is FI Rate A and the Rate which is FI Rate B*)

(a) Interest Rate[s]: [●] per cent. per annum [payable [annually/semiannually/quarterly/monthly] in arrear on each Interest Payment Date]

(b) Fixed Coupon Amount[(s)]: [[●] per Calculation Amount][Not Applicable]

(c) Broken Amount(s): [[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]] [Not Applicable]

(d) Other terms relating to the method of calculating interest for Fixed [Not Applicable/*give details*]

		Interest Rate Notes which are Exempt Notes:	
20.	**Floating Rate Note Provisions**		[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) (*If more than one floating rate is to be determined, repeat items (a) to (g) for each such rate and, if FI Digital Coupon is applicable, distinguish between the Rate which is FI Rate A and the Rate which is FI Rate B*)
	(a)	Reference Banks:	[*specify four*]
	(b)	Spread (if applicable):	[●] per cent. per annum
	(c)	Spread Multiplier (if applicable):	[●]
	(d)	Relevant Time (if applicable):	[●][Condition 4 applies]/[Not Applicable]
	(e)	Screen Rate Determination:	
		– Primary Source for Interest Rate Quotations:	[Relevant Screen Page] [Reference Banks]
		– Benchmark:	[LIBOR, EURIBOR, LIMEAN, LIBID *or other benchmark*] (*Either LIBOR, EURIBOR or other, although additional information is required if other, including fallback provisions in the Agency Agreement*)
		– Interest Determination Date(s):	[[●] Business Days in [*specify city*] prior to] [the first day in each Interest Accrual Period/each Interest Payment Date] (*Indicate Interest Determination Date and specify if the calculation is to be made at the beginning /end of the period*) (*If applicable, identify any Additional Business Centre(s) for the purpose of Interest Determination Dates*)
		– Relevant Screen Page:	[●] (*For example, Reuters LIBOR 01/EURIBOR 01*)
		– Relevant Financial Centre:	[●] (*For example, London/Euro-zone (where Euro-zone means the region comprised of countries whose lawful currency is the euro*))

	(f)	ISDA Determination:	
		– Floating Rate Option:	[●]
		– Designated Maturity:	[●]
		– Reset Date:	[●] (*In the case of LIBOR or EURIBOR based option, the first day of the Interest Period*)
		– Margin:	[+/-] [●]
	(g)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes which are Exempt Notes, if different from those set out in the Conditions:	[●]
21.	**Zero Coupon Note Provisions**		[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Amortisation Yield (*Zero Coupon/High Interest/Low Interest Note*):	[●] per cent. per annum
	(b)	Reference Price (*Zero Coupon/High Interest/Low Interest Note*):	[●]
	(c)	Any other formula/basis of determining amount payable for Zero Coupon Notes which are Exempt Notes:	[●]
	(d)	Day Count Fraction in relation to Early Redemption Amounts	[30/360] [Actual/360] [Actual/365] [*other*]
22.	**Inflation Index-Linked Interest Note Provisions**		[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) [The Inflation Index-Linked Note Conditions at Part 3 of the Conditions apply]

		(*If more than one Inflation Rate is to be determined, repeat items (a) to (i) for each such Inflation Rate and, if FI Digital Coupon is applicable, distinguish between the Inflation Rate which is FI Rate A and the Inflation Rate which is FI Rate B and the Inflation Index which is Underlying Reference 1 and the Inflation Index which is Underlying Reference 2*)
(a)	Index:	[●] [Composite][Non composite]
(b)	Screen Page/Exchange Code:	[●]
(c)	Cut-Off Date:	[●] / [Not Applicable]
(d)	Related Bond:	[Applicable/Not Applicable] [*If applicable, specify*: [●] / [Fallback Bond]]
(e)	Issuer of Related Bond:	[●] / [Not Applicable]
(f)	Fallback Bond:	[Applicable] / [Not Applicable]
(g)	Index Sponsor:	[●]
(h)	Related Bond Redemption Event:	[Applicable] / [Not Applicable]
(i)	Determination Date:	[●]
(j)	Optional Additional Disruption Events:	[The following Optional Additional Disruption events apply to the Notes:] *(specify each of the following which applies)* [Increased Cost of Hedging]/ [Hedging Disruption] / [Index Modification] : [Index Cancellation] / [Jurisdiction Event] / [Extended Change of Law] / [Extended Currency Event] / [Currency Event]
(k)	Rebasing (Inflation Index-Linked Note Condition 4.5)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]
(l)	Consequences of an Additional Disruption Event or an Optional	

	Disruption Event (Inflation Index-Linked Note Condition 4.7)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]
(m)	Index Cancellation (Inflation Index-Linked Note Condition 4.8)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]
23.	**Foreign Exchange (FX) Rate-Linked Interest Note Provisions**	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) [The Foreign Exchange (FX) Rate-Linked Note Conditions at Part 4 of the Conditions apply]
(a)	The relevant base currency (the "**Base Currency**") is:	[*specify*]
(b)	The relevant subject [currency/currencies]/ ([each a]/[the] "**Subject Currency**") [is/are]:	[*specify*]
(c)	Weighting:	[*specify*]
(d)	Price Source:	[*specify*]
(e)	Disruption Event:	
	Specified Maximum Days of Disruption	Specified Maximum Days of Disruption will be equal to [●]/[five] (*If no Specified Maximum Days*

		of Disruption is stated, Specified Maximum Days of Disruption will be equal to five)
	Disruption Events	[Price Source Disruption] / [Illiquidity Disruption] / [Dual Exchange Rate] / [paragraph (d) of Foreign Exchange (FX) Rate-Linked Note Condition 6] / [paragraph (d) of Foreign Exchange (FX) Rate-Linked Note Condition 6, other than in respect of Illiquidity Disruption]
	Early Redemption / Monetisation	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this sub-paragraph*)
	Early Redemption Amount	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)] [Not Applicable]
	Monetisation Option	[Applicable] / [Not Applicable]
	Reference Dealers	[*specify*]
(f)	Delayed Redemption on Occurrence of a Disruption Event:	[Applicable] / [Not Applicable] [*if applicable:* Principal Protection Termination Amount: [Applicable] / [Not Applicable]]
(g)	Relevant Screen Page:	[*specify*]
(h)	Interest Valuation Time:	[*specify*]
(i)	Interest Valuation Date:	[●] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
(j)	Averaging Date(s):	[●][Not Applicable] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
(k)	Strike Date:	[●][Not Applicable] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency

		Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
(l)	Optional Additional Disruption Events:	[The following Optional Additional Disruption events apply to the Notes:] *(specify each of the following which applies)* [Increased Cost of Hedging] / [Index Cancellation] / [Jurisdiction Event] / [Extended Change of Law]
(m)	Consequences of an Additional Disruption Event or an Optional Disruption Event (Foreign Exchange (FX) Rate-Linked Note Condition 11)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] / [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)] [Not Applicable]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]
24.	**Underlying Interest Rate-Linked Note Provisions**	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) (*If more than one Underlying Interest Rate is to be determined, repeat items (a) to (i) below for each such Underlying Interest Rate and, if FI Digital Coupon is applicable, distinguish between the Underlying Interest Rate which is FI Rate A and the Underlying Interest Rate which is FI Rate B and the Underlying Interest Rate which is Underlying Reference 1 and the Underlying Interest Rate which is Underlying Reference 2*) [The Underlying Interest Rate-Linked Note Conditions at Part 5 of the Conditions apply]
(a)	Underlying Interest Rate Determination Date(s):	[*specify*] (*If more than one Underlying Interest Rate is to be determined, include the following language: "Underlying Interest Rate$_1$:"*)

(b)	Manner in which the Underlying Interest Rate is to be determined:	[Screen Rate Determination/ISDA Determination/CMS-Rate Determination]
(c)	Screen Rate Determination:	[Applicable] / [Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this sub-paragraph)*
	• Primary Source for Underlying Interest Rate Quotation	[Relevant Screen Page (Underlying)] [Underlying Reference Banks]
	• Underlying Benchmark:	[*specify*] *(either LIBOR, EURIBOR, LIBID, LIMEAN or other)*
	• Underlying Specified Duration:	[*specify*]
	• Relevant Screen Page (Underlying):	[*specify*] (*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)
	• Underlying Reference Banks:	[*specify four*]
	• Relevant Time (Underlying):	[*specify*] (*which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR*)
(d)	ISDA Determination:	[Applicable] / [Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this sub-paragraph)*
	• Floating Rate Option:	[*specify*]
	• Designated Maturity:	[*specify*]
	• Reset Date:	[*specify*]
	• Underlying Margin:	[*specify*]
(e)	CMS-Rate Determination:	
	• Specified Swap Rate:	[Swap rate/Annual swap rate/Semi-annual swap rate/ Quarterly swap rate/Quarterly-annual swap rate/Quarterly-quarterly swap rate]

	• Designated Maturity (CMS):	[*specify*]
	• Reference Currency (CMS):	[*specify*]
	• Relevant Screen Page (CMS):	[*specify*]
	• Relevant Time:	[*specify*]
	• Underlying Margin:	[*specify*]
	• Fallback:	Paragraph 2 (*ISDA Determination*) of the Underlying Interest Rate Note Conditions shall apply [as if fewer than the minimum number of Underlying Reference Banks specified therein had quoted].
	– Floating Rate Option:	[*specify*]
	– Designated Maturity:	[*specify*]
	– Reset Date:	[*specify*]
(f)	Underlying Spread:	[+/-[●]] per cent. per annum
(g)	Underlying Spread Multiplier	[*specify*]
(h)	Minimum Underlying Interest Rate:	[●] per cent. per annum
(i)	Maximum Underlying Interest Rate:	[●] per cent. per annum (*If more than one Underlying Interest Rate is to be determined, include the following language: "Underlying Interest Rate$_2$:" and repeat items (b) to (i)*) (*Repeat for each Underlying Interest Rate*)
(j)	Delayed Redemption on Occurrence of a Disruption Event:	[Applicable] / [Not Applicable] [*if applicable:* Principal Protection Termination Amount: [Not Applicable] / [Applicable. The Principal Protection Termination Amount Percentage is [●] per cent.]
(k)	Unwind Costs:	[Applicable] / [Not Applicable]
(l)	Optional Additional Disruption Events:	[The following Optional Additional Disruption events apply to the Notes:]

(*specify each of the following which applies*)

[Increased Cost of Hedging] / [Hedging Disruption] / [Jurisdiction Event] / [Extended Change of Law] [Not Applicable]

(m) Consequences of an Additional Disruption Event or an Optional Disruption Event (Underlying Interest Rate-Linked Note Condition 12):

Early Redemption Amount: [Highest Value (Structured)]/ [Highest Value (Vanilla)] / [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)] [Not Applicable]

Monetisation Option: [Applicable] / [Not Applicable]

Unwind Costs: [Applicable] / [Not Applicable]

PROVISIONS RELATING TO REDEMPTION

25. **Principal Protected Amount** [[100][●] per cent. of its principal amount]/ [Not Applicable]

26. **Redemption at the option of the Issuer or other Issuer's option (pursuant to Condition 5.5)** [Applicable] / [Not Applicable]

(*In the case of Junior Subordinated Notes, include an option by the Issuer or (in the case of Notes issued by BP2F) the Guarantor to redeem the Notes no later than 10 years after the Issue Date, and subsequently, at least once every 10 years*)

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(a) Issuer's Option Period: [●]

(*Option Period must end no later than 5 Clearing System Business Days prior to the date on which the Issuer's option is to be exercised, where "Clearing System Business Day" means a day on which the Relevant Clearing System through which the notes are held is open for business*)

(*Please consider the practicalities of distribution of information through intermediaries (for example, clearing systems will normally require a minimum of 5 Clearing System Business Days to process any*

		notice), as well as any other notice requirements which may apply, for example, as between the Issuer and Agents)
	(b) Early Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[●] per Calculation Amount
	(c) If redeemable in part:	[Applicable] / [Not Applicable]
	– Minimum Early Redemption Amount:	[●] per Calculation Amount
	– Maximum Early Redemption Amount:	[●] per Calculation Amount
	(d) Estimated Call Option Value	[[●] per cent. of the Aggregate Principal Amount in respect of the Tranche] / [Not applicable]
27.	**Redemption at the option of the Noteholder or other Noteholder's option (pursuant to Condition 5.6)**	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a) Noteholder's Option Period:	[●] (*Option Period must end no later than ten Clearing System Business Days prior to the date on which the Issuer's option is to be exercised, where "Clearing System Business Day" means a day on which the Relevant Clearing System through which the notes are held is open for business*) (*Please consider the practicalities of distribution of information through intermediaries (for example, clearing systems will normally require a minimum of 5 Clearing System Business Days' to process any notice) as well as any other notice requirements which may apply, for example, as between the Issuer and Agents*)
	(b) Early Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[[●] per Calculation Amount] [Market Value [less Costs] [(which [does not] include[s] amounts in respect of accrued interest)]]
28.	**Redemption or Amendment of Notes for Administrator/Benchmark Event (pursuant to Condition 5.15)**	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] / [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected

Amount] [(including amounts in respect of accrued interest)] [Not Applicable]

Monetisation Option: [Applicable] / [Not Applicable]

Unwind Costs: [Applicable] / [Not Applicable]

29. **Final Redemption Amount of each Note** [Calculation Amount x [●] per cent.]/[Final Payout][*Other*]] per Calculation Amount

Final Payout: [Not Applicable]

[*If applicable:* Payout Conditions 1(c), 1(f) and 2 apply]

[**FI FX Vanilla Notes (see Payout Condition 1(c)(i)):**

Gearing: [●] per cent.

Cap: [●] per cent.

Floor: [●] per cent.

Performance Value: Performance Value [1/2/3/4/5/6/7/8/9/10]

FI Redemption Valuation Dates: [*specify*]

Averaging: [Applicable] / [Not Applicable]

Averaging Dates: [*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]

Initial Settlement Price: [[●]/

[Initial Closing Value:

Strike Date: [●]]/

[Initial Average Value:

Strike Days: [●] [Currency Convention: [As per Foreign Exchange (FX)

		Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
	[Averaging Date Consequences:	[Applicable] / [Not Applicable]
	Strike Period:	[●]
	FI Constant Percentage 1	[●] per cent.]

[**FI Inflation Notes (see Payout Condition 1(c)(ii))**:

FI Redemption Valuation Date(s): [●]

Strike Date: [●]]

(*If Payout Conditions are being relied upon and item 31, 32 or 33, as the case may be, is completed, delete the remainder of this item, otherwise complete:*)

In cases where the Final Redemption Amount is linked to an inflation index, exchange rate or other variable-linked:

(a)	Inflation Index/Foreign Exchange (FX) Rate/Underlying Interest Rate/other variable:	[Inflation Index-Linked Redemption. The Inflation Index-Linked Note Conditions at Part 3 to the Conditions apply] [Foreign Exchange (FX) Rate-Linked Redemption. The Foreign Exchange (FX) Rate-Linked Note Conditions at Part 4 to the Conditions apply] [Underlying Interest Rate-Linked Redemption. The Underlying Interest Rate-Linked Note Conditions at Part 5 to the Conditions apply] [*Insert other relevant details*]
(b)	Calculation Agent responsible for calculating the Final Redemption Amount	[*give or annex details*]
(c)	Provisions for determining Final Redemption Amount where calculated by reference to Inflation Index/Foreign Exchange (FX)	[●]

	Rate/Underlying Interest Rate and/or other variable:	
(d)	Determination Date(s):	[●]] Subject to adjustment in accordance with the [*name of applicable Business Day Convention*] / [Not subject to adjustment] (*If applicable, identify any Additional Business Centre(s) for the purpose of determination of the Final Redemption Amount*)
(e)	Provisions for determining Final Redemption Amount where calculation by reference to Inflation Index/ Foreign Exchange (FX) Rate/Underlying Interest Rate and/or other variable is impossible or impracticable or otherwise disrupted:	[●]
(f)	Payment Date:	[●] Subject to adjustment in accordance with the [*name of applicable Business Day Convention*] / [Not subject to adjustment] (*If applicable, identify any Additional Business Centre(s) for the purpose of payment of the Final Redemption Amount*)
(g)	Minimum Final Redemption Amount:	[[●] per Calculation Amount/Not Applicable]
(h)	Maximum Final Redemption Amount:	[[●] per Calculation Amount/Not Applicable]]
30.	**Automatic Early Redemption**[14]:	[Applicable] / [Not Applicable] [*Insert if applicable:* [Foreign Exchange (FX) Rate-Linked Note Condition 6 applies][Underlying Interest Rate-Linked Note Condition 9 applies]
(a)	Automatic Early Redemption Event:	[Automatic Early Redemption Event specified in Foreign Exchange (FX) Rate-Linked Note Condition 6; "greater than"/ "greater than or equal to" / "less than" / "less than or equal to"] [Target Automatic Early Redemption] [FI Underlying Automatic Early Redemption] [FI Coupon Automatic Early Redemption] [Standard Automatic Early Redemption: "greater

[14] Only applicable in relation to Foreign Exchange (FX) Rate-Linked Notes and Underlying Interest Rate-Linked Notes.

		than"/"greater than or equal to"/"less than"/"less than or equal to"]
(b)	Automatic Early Redemption Valuation Time:	[*specify*]
(c)	Automatic Early Redemption Payout:	[Target Automatic Early Redemption (see Payout Condition 1(d)(i)): Final Interest Rate: [Capped and Guaranteed Applicable][Capped and Guaranteed Not Applicable][Capped Only][Guaranteed Only] [FI Underlying Automatic Early Redemption (see Payout Condition 1(d)(ii)): [Accrual to Automatic Early Redemption: [Applicable] / [Not Applicable]] [FI Coupon Automatic Early Redemption (see Payout Condition 1(d)(iii)): Coupon Cap: [●] per cent.]
(d)	Automatic Early Redemption Date(s):	[*specify*]
(e)	Automatic Early Redemption Level:	[*specify*]
(f)	Automatic Early Redemption Percentage:	[[●] per cent.][Not Applicable]
(g)	Automatic Early Redemption Percentage Up:	[[●] per cent.][Not Applicable]
(h)	Automatic Early Redemption Percentage Down:	[[●] per cent.][Not Applicable]
(i)	AER Rate:	[[●] per cent.][Not Applicable]
(j)	Automatic Early Redemption Valuation Date(s)/Period:	[*specify*] *(For Fixed Income payouts, consider whether this is the underlying interest rate determination date (i.e. 2 business days prior to the Automatic Early Redemption Date))*
31.	**Inflation Index-Linked Redemption Notes:**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)* [The Inflation Index-Linked Note Conditions at Part 3 of the Conditions apply]

(a)	Index/Indices:	[●] [Composite/non Composite]
(b)	Cut-Off Date:	[●]/[Not Applicable]
(c)	Related Bond:	[[Applicable/Not Applicable] [*If applicable, specify*: [●]/[Fallback Bond]]
(d)	Issuer of Related Bond:	[●]/[Not Applicable]
(e)	Fallback Bond:	[Applicable] / [Not Applicable]
(f)	Index Sponsor:	[●]
(g)	Related Bond Redemption Event:	[Applicable] / [Not Applicable]
(h)	Determination Date:	[●]
(i)	Optional Additional Disruption Events:	[The following Optional Additional Disruption events apply to the Notes:] *(specify each of the following which applies)* [Increased Cost of Hedging] / [Hedging Disruption] / [Index Modification] : [Index Cancellation] / [Jurisdiction Event] / [Extended Change of Law] / [Extended Currency Event] / [Currency Event]
(j)	Rebasing (Additional Condition 4.5)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]
(k)	Consequences of an Additional Disruption Event or an Optional Disruption Event (Inflation Index-Linked Note Condition 4.7)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected

		Amount] [(including amounts in respect of accrued interest)]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]
(l)	Index Cancellation (Inflation Index-Linked Note Condition 4.8)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]
32.	**Foreign Exchange (FX) Rate-Linked Redemption Notes**:	[Applicable] / [Not Applicable]
		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
		[The Foreign Exchange (FX) Rate-Linked Note Conditions at Part 4 of the Conditions apply]
(a)	Relevant Screen Page:	[*specify*]
(b)	The relevant base currency (the "**Base Currency**") is:	[*specify*]
(c)	The relevant subject [currency/currencies] ([each a]/[the] "**Subject Currency**") [is/are]:	[*specify*]
(d)	Weighting:	[*specify*]
(e)	Price Source:	[*specify*]
(f)	Disruption Event:	
	Specified Maximum Days of Disruption	Specified Maximum Days of Disruption will be equal to [●]/[five] (*If no Specified Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to five*)
	Disruption Events	[Price Source Disruption] / [Illiquidity Disruption] / [Dual Exchange Rate] / [paragraph (d) of Foreign Exchange (FX) Rate-Linked Note Condition 6] / [paragraph (d) of Foreign Exchange (FX) Rate-

		Linked Note Condition 6, other than in respect of Illiquidity Disruption]
	Early Redemption / Monetisation	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this sub-paragraph*)
	Early Redemption Amount	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	Monetisation Option	[Applicable] / [Not Applicable]
	Reference Dealers	**[***specify***]**
(g)	Valuation Time:	[*specify*]
(h)	Redemption Valuation Date:	[*specify*] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
(i)	Delayed Redemption on the Occurrence of an Additional Disruption Event:	[Applicable] / [Not Applicable] [*if applicable*: Principal Protection Termination Amount: [Applicable/Not Applicable]]
(j)	Averaging Date(s):	[●][Not Applicable] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
(k)	Strike Date(s):	[●][Not Applicable] [Currency Convention: [As per Foreign Exchange (FX) Rate-Linked Note Condition 1]/[Modified Following Currency Convention]/[Preceding Currency Convention] (*N.B. only applicable to Foreign Exchange (FX) Rate-Linked Notes*)]
(l)	Observation Date(s):	**[***specify***]**
(m)	Observation Period:	**[***specify***]**

(n)	Provisions for determining redemption amount where calculation by reference to Formula is impossible or impracticable:	[●]
(o)	Optional Additional Disruption Events:	[The following Optional Additional Disruption events apply to the Notes:] (*specify each of the following which applies*) [Increased Cost of Hedging]/ [Index Cancellation] / [Jurisdiction Event] / [Extended Change of Law]
(p)	Consequences of an Additional Disruption Event or an Optional Disruption Event (Foreign Exchange (FX) Rate-Linked Note Condition 11)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] / [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)] [Not Applicable]
	Monetisation Option:	[Applicable] / [Not Applicable]
(q)	Unwind Costs:	[Applicable] / [Not Applicable]
33.	**Underlying Interest Rate-Linked Redemption Notes:**	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) [The Underlying Interest Rate-Linked Note Conditions at Part 5 of the Conditions apply]
(a)	Underlying Interest Rate Determination Date(s):	[*specify*] (*If more than one Underlying Interest Rate is to be determined, include the following language: "Underlying Interest Rate$_1$:"*)
(b)	Manner in which the Underlying Interest Rate is to be determined:	[Screen Rate Determination/ISDA Determination]
(c)	Screen Rate Determination:	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this sub-paragraph*)
-	Primary Source for Underlying Interest Rate Quotation:	[Relevant Screen Page (Underlying)][Underlying Reference Banks]

-	Underlying Benchmark:	[LIBOR/EURIBOR/LIBID/LIMEAN]
-	Underlying Specified Duration:	[*specify*]
-	Relevant Screen Page (Underlying):	[*specify*][Not Applicable] *(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
-	Underlying Reference Banks:	[*specify four*]
-	Relevant Time (Underlying):	[*specify*]
(d)	ISDA Determination:	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this sub-paragraph*)
-	Floating Rate Option:	[*specify*]
-	Designated Maturity:	[*specify*]
-	Reset Date:	[*specify*]
-	Underlying Margin:	[*specify*]
(e)	CMS-Rate Determination	[Applicable] / [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this sub-paragraph*)
-	Specified Swap Rate:	[*specify*]
-	Designated Maturity (CMS):	[*specify*]
-	Reference Maturity (CMS):	[*specify*]
-	Relevant Screen Page (CMS):	[*specify*]
-	Relevant Time:	[*specify*]
-	Underlying Margin:	[*specify*]
-	Fallback:	Paragraph 2 (ISDA Determination) of the Underlying Interest Rate Note Conditions shall apply [as if fewer than the minimum number of Underlying Reference Banks specified therein had quoted].
•	Floating Rate Option:	[*specify*]
•	Designated Maturity:	[*specify*]
•	Reset Date:	[*specify*]

(f)	Underlying Spread:	[[+/-[●]] per cent. per annum][Not Applicable]
(g)	Underlying Spread Multiplier:	[*specify*]
(h)	Delayed Redemption on Occurrence of a Disruption Event:	[Applicable] / [Not Applicable] [*if applicable:* Principal Protection Termination Amount: [Not Applicable] / [Applicable. The Principal Protection Termination Amount Percentage is [●] per cent.]
(i)	Optional Additional Disruption Events	[The following Optional Additional Disruption events apply to the Notes:] *(specify each of the following which applies)* [Increased Cost of Hedging]/ [Index Cancellation] / [Jurisdiction Event] / [Extended Change of Law]
(j)	Consequences of an Additional Disruption Event or an Optional Disruption Event (Underlying Interest Rate-Linked Note Condition 11)	
	Early Redemption Amount:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)] [Not Applicable]
	Monetisation Option:	[Applicable] / [Not Applicable]
	Unwind Costs:	[Applicable] / [Not Applicable]

34. **Early Redemption Amount**

(a)	Early redemption for taxation reasons (Pursuant to Condition 5.2) and method of calculating the same (if required or if different from that set out in the Conditions):	[Applicable/Not Applicable/As per Condition 5.2] (*If not applicable delete the remaining sub-paragraphs of this paragraph) and insert "do not apply" in paragraph 45 (Taxation*))
	(i) Early Redemption Amount of each Note payable on redemption:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[•] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]

	(ii)	Method of calculating (if required or if different from that set out in the Conditions):	[Applicable/Not Applicable/As set out in paragraph 34(a)(i) above] [The Issuer will not pay any additional amount in case of tax changes] [*specify other method/arrangements*]
	(iii)	Early redemption permitted:	[Only on an Interest Payment Date/At any time]
(b)	Early redemption on event of default (pursuant to Condition 9.1) and method of calculating the same (if required or if different from that set out in the Conditions):		
	(i)	Early Redemption Amount of each Note payable on early redemption:	[Principal Protected Amount: [100] [●] per cent. of its principal amount/Market Value [less Costs] [(which [does not] include[s] amounts in respect of accrued interest)]
	(ii)	Maximum notice period:	[●]
	(iii)	Minimum notice period:	[●]
(c)	Early redemption for Significant Alteration Event (Issuer) and Force Majeure (Issuer) pursuant to Condition 5.7):		
	(i)	Early Redemption Amount (Significant Alteration Event (Issuer))	[Highest Value (Structured)] / [Highest Value (Vanilla)] / [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount]] [(including amounts in respect of accrued interest)]
	(ii)	Monetisation Option (Significant Alteration Event (Issuer))	[Applicable] / [Not Applicable]
	(iii)	Early Redemption Amount (Force Majeure (Issuer))	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	(iv)	Condition 5.7(c)	[Applicable] / [Not Applicable]
		Early Redemption Amount	[Highest Value (Structured)],/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[●] per Calculation Amount] / [Principal Protected

		Amount]] [(including amounts in respect of accrued interest)]
	(d) Early redemption following a Capital Disqualification Event (pursuant to Condition 5.10):	[Applicable] / [Not Applicable]
	Early Redemption Amount of each Note payable on early redemption:	[Highest Value (Structured)]/ [Highest Value (Vanilla)] [Derivative Component Market Value] / [Market Value 1] / [Market Value 2] / [Market Value 3] / [Market Value less Costs)] / [Fair Market Value] / [[•] per Calculation Amount] / [Principal Protected Amount] [(including amounts in respect of accrued interest)]
	Monetisation Option (Capital Disqualification Event)	[Applicable] / [Not Applicable]
35.	Instalment Date(s) (if applicable):	[●]
36.	Instalment Amount(s) (if applicable):	[●]
37.	Unmatured Coupons to become void upon early redemption:	[Unmatured Coupons will [not] become void upon the due date for redemption] (*Specify that Coupons will become void where the Notes are Fixed Rate Notes and the principal amount on issue is less than the aggregate interest payable thereon or if the Notes are not Fixed Rate Notes*)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

38.	Form of Notes:	Bearer Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [in the limited circumstances specified in the Permanent Global Note]/[on 60 days' notice]/[at any time]] [Temporary Global Note exchangeable for Definitive Notes on or after the Exchange Date] [Permanent Global Note exchangeable for Definitive Notes [in the limited circumstances specified in the Permanent Global Note]/[on 60 days' notice]/[at any time]] (*Insert this option for Notes issued by BNP Paribas Fortis SA/NV and cleared through the X/N System*) (*N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 7 includes language substantially to the following effect: "[EUR] [100,000] and integral multiples of*

		[EUR][1,000] in excess thereof up to and including [EUR] [199,000].". Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes) [Registered Notes in definitive form] [Dematerialised Notes]
39.	[New Global Note:](*delete if Registered Notes*)	[Applicable] / [Not Applicable] (*If "Not applicable" is specified, ensure that "Not applicable" is also specified for Eurosystem eligibility in the relevant paragraph of section 6 of Part B of this Pricing Supplement, and if "Applicable" is specified, ensure that the appropriate specification is made thereto in respect of Eurosystem eligibility*)
40.	Business Day Jurisdictions for Condition 6.7 and any special provisions relating to payment dates:	[Not Applicable/*give details.*] (*Note that this item relates to the date and place of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest, to which item 18(a) relates*)
41.	Talons to be attached to Notes and, if applicable, the number of Interest Payment Dates between the maturity of each Talon:	[No/Yes, maturing every [27] Interest Payment Dates]
42.	Details relating to Redemption by Instalments: amount of each instalment, date on which each payment is to be made:	[Not Applicable/*give details*] (*with respect to dates, indicate whether they are subject to adjustment in accordance with the applicable Business Day Convention*)
43.	Consolidation provisions:	[Not Applicable/The provisions annexed to this Pricing Supplement apply]
44.	Exchange of Permanent Global Note for Definitive Notes at the request of the holder at the expense of:	[Not Applicable] [The Issuer/Noteholder if permitted by applicable law] (*Indicate which party will pay the costs of exchange for Definitive Notes at the request of the Noteholder*)
45.	Taxation:	The provisions of Condition 7 [do not] apply
46.	Condition 10.3 (*Modification upon Significant Alteration Event (Issuer) or Force Majeure (Issuer)*):	[Applicable] / [Not Applicable]
47.	Essential Trigger (Condition 16.2 (*Jurisdiction*)):	[Applicable] / [Not Applicable]

48. Other terms or special conditions: [Not Applicable/*give details*]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

[[●] has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.][15]

Signed on behalf of the Issuer:

By: By:

[*Director*] [*Director*]

[15] Include where any information sourced from a third party has been reproduced, and provide necessary details.

PART B – OTHER INFORMATION

1. LISTING

[Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Notes to be [admitted to the Official List and to trading on the Luxembourg Stock Exchange's Euro MTF Market] [listed on [*specify market - note this must not be a regulated market*]] with effect from [●]][Not Applicable]

2. [RATINGS

Ratings: [The Notes to be issued [[have been]/[are expected to be]] rated [*insert details*] by [*insert the legal name of relevant credit rating agency*]

(*Only required if ratings differ from those in the Base Prospectus*)

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

[*Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*

Save [as disclosed in "Plan of Distribution"] [for any fees payable to the [Managers/Dealers]] [[and] save for [●]], so far as the Issuer [and the Guarantor] [is/are] aware, no person involved in the offer of the Notes has an interest material to the offer, including conflicting interests. [The [Managers/Dealers] and their affiliates have engaged, and may in the future engage in investment banking and/or commercial banking transactions with, and may perform other services for the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business. – *Amend as appropriate if there are other interests*

4. USE OF PROCEEDS

Use of Proceeds [●] / [The net proceeds from the issue of the Notes will [also] be used to purchase securities issued by BNPPF] *Insert for when BP2F is the Issuer*)

(*Only required if the use of proceeds is different to that stated in the Base Prospectus*)

5. [PERFORMANCE OF [RATES OF EXCHANGE/INFLATION INDEX/FOREIGN EXCHANGE (FX) RATE] – EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING *(TO BE INCLUDED IF REQUIRED FOR ANY LISTING)*]

[The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information] (including information about corporate actions or other events affecting the underlying and adjustments or substitutions to the underlying resulting therefrom), except if required by any applicable laws and regulations]

(a)	[Name of inflation index/exchange rate]	[*specify*]
(b)	[Information on inflation index /exchange rate can be obtained from:]	[*specify*]
(c)	The underlying is a basket of underlyings:	[*disclosure of relevant weightings of each underlying in the basket*]
(d)	Information on past and future performance and volatility of [*inflation index/exchange rate/interest rate*] can be obtained from:	[specify]

[*Where the underlying is not an inflation index/exchange rate need to include equivalent information. Include other information concerning the underlying required by Paragraph 4.2 of Annex XII of the Prospectus Directive Regulation*]

[*Example(s) of how the value of the investment is affected by the value of the underlying may be included*]

6. DISTRIBUTION

(a)	Method of Distribution:	Method of Distribution:
(b)	If syndicated, names [and addresses] of Managers/Dealers [and underwriting commitments]:	[*Not Applicable/give names [and addresses and underwriting commitments]*] (*Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers/Dealers*)
(c)	[Date of [Subscription] Agreement:]	[●]
(d)	Stabilisation Manager (if any):	[Not Applicable/*give name*]
(e)	If non-syndicated, name [and address] of relevant Dealer:	[*Name [and address]*]
(f)	[Total commission and concession:	[●] per cent. of the Aggregate Principal Amount]
(g)	Reg. S Compliance Category and whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable:	Reg. S Compliance Category 2; [TEFRA D/TEFRA C/TEFRA Not Applicable]
(h)	Additional U.S. Selling Restrictions:	[Not Applicable/*give details*]

(i)	Selling and transfer restrictions for X/N Notes:	[None (any investor) / Eligible Investors only / Not Applicable] [*In respect of X/N Notes denominated in foreign currencies*: no transfer permitted between NBB participants during 1 Brussels Business Day preceding any payment date of the relevant X/N Note]
(j)	[Prohibition of Sales to EEA Retail Investors:	[Applicable. Restrictions on sales to EEA Retail Investors apply at all times – see further the legend entitled "Prohibition of Sales to EEA Retail Investors" on the first page of this document.] [Not Applicable.] (*If the Notes may constitute "packaged" products, "Applicable" should be specified, unless a key information document (KID) relating to the Notes has been prepared.*)

7. OPERATIONAL INFORMATION

(a)	ISIN:	[●]
(b)	Common Code:	[●]
(c)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Not Applicable] [Yes. Note that the designation "Yes" simply means that the Notes are intended upon issue to be deposited with Euroclear or Clearstream, Luxembourg as common safe-keeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met] (*Include this text if "Yes" in which case the Notes must be issued in NGN form*) [No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met]]
(d)	X/N Note intended to be held in a manner which would allow Eurosystem eligibility[16]:	[Not Applicable]

[16] Only applicable in relation to X/N Notes issued by BNP Paribas Fortis SA/NV

		[Yes. Note that the designation "Yes" simply means that the X/N Notes are intended upon issue to be deposited with the National Bank of Belgium and does not necessarily mean that such X/N Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria] [No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the X/N Notes may then be deposited with the National Bank of Belgium. Note that this does not necessarily mean that the X/N Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met]]
(e)	Any clearing system(s) other than Euroclear and Clearstream Luxembourg and the relevant identification number(s):	[X/N System [*give numbers*]/Not Applicable/*give name(s) and number(s)*]
(f)	Delivery:	Delivery [against/free of] payment
(g)	Principal Paying Agent:	[Fiscal Agent/Alternative Principal Paying Agent]
(h)	Names and addresses of additional Paying Agent(s) (if any):	[●] [Not Applicable]
(i)	Deemed delivery of clearing system notices for the purposes of Condition 13:	[Any notice delivered to Noteholders through the clearing system will be deemed to have been given on [the [second] [business] day after] the day on which it was given to [Euroclear and Clearstream, Luxembourg][the relevant clearing system[s]]] [As set out in the relevant global Note]
(j)	Name [and address] of Calculation Agent:	[BNP Paribas Securities Services, Luxembourg Branch/BNP Paribas Fortis SA/NV/the Dealer/*any other third party*][Not Applicable] [Calculation Agent address for the purpose of the Noteholder Account Information Notice: [*specify*]]

8. EU BENCHMARKS REGULATION

EU Benchmarks Regulation: Article 29(2) statement on benchmarks:	[Applicable: Amounts payable under the Notes are calculated by reference to [*insert name[s] of the Relevant Benchmark* specified in the table below], which [is/are] provided by [*insert name[s] of the Administrator(s)*/the Administrators specified in the table below (*if more than one, specify in relation to each Relevant Benchmark*)]. [As at the date of these Final Terms, [*insert name[s] of the Administrator(s)* the [relevant] Administrator[s]] [[is/are] not included]/[[is/are] included] [as the case may be,] included in the register of Administrators and Benchmarks established and maintained by the European Securities and Markets Authority [("**ESMA**")] pursuant to article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) [(the "**BMR**")][, as specified in the table below]. [As far as the relevant Issuer is aware, [[*insert name of the Relevant Benchmark*] [does/do] not fall within the scope of the BMR by virtue of Article 2 of the BMR.]/[the transitional provisions in Article 51 of the BMR apply, such that the Administrator is not currently required to obtain authorisation/registration[, as specified in the table below].] [*repeat as necessary or insert necessary information in a table below*]] [Not applicable]]

[Benchmark	Administrator	Register	Other Information
[●]	[●]	[●]	[●]]

9.	[**MiFID II Product Governance/Target Market Assessment**	Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes, taking into account the five categories in item 18 of the Guidelines published by ESMA on 5 February 2018 (as updated from time to time), has led to the conclusion that: (i) the target market for the Notes is eligible counterparties[,] [and] professional clients [and retail clients], each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; [and (ii) all channels for distribution of the Notes are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]]/[(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate – [investment advice][,/ and] [portfolio management][,/ and][non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a

"**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]].]

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